

1 **J. GILL LAW GROUP, P.C.**
Jasmin K. Gill (SBN 315090)
2 Yaffa Yermian (SBN 355221)
515 South Flower Street, Suite 1800
3 Los Angeles, California 90071
Tel: (213) 459-6023; Fax: (310) 728-2137

4 **BIBIYAN LAW GROUP, P.C.**
5 David D. Bibiyan (SBN 287811)
Henry Glitz (SBN 349815)
6 1460 Westwood Blvd., Suite 100
Los Angeles, California 90024
7 Tel: (310) 438-5555; Fax: (310) 300-1705

8 Attorneys for Plaintiffs, ERICA VENTURA and BERTHA LOPEZ, as aggrieved
employees, and on behalf of all other aggrieved employees,

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF LOS ANGELES**

11
12 ERICA VENTURA and BERTHA LOPEZ, as
13 aggrieved employees, and on behalf of all
other aggrieved employees under the Labor
14 Code Private Attorneys' General Act of 2004,

15
16 Plaintiffs,

17
18 v.

19 MARRIOTT INTERNATIONAL, INC., a
20 Delaware corporation; SHERATON
OPERATING, LLC, a Delaware limited
21 liability company; SHERATON OPERATING
CORPORATION, a Delaware corporation;
22 STARWOOD HOTELS & RESORTS
WORLDWIDE, INC., a Maryland
23 corporation; STARWOOD HOTELS &
RESORTS WORLDWIDE, LLC, a Maryland
24 limited liability company; and DOES 1
through 100, inclusive,

25 Defendants.
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Superior Court of California,
County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By Y. Ayala, Deputy Clerk

CASE NO.: **25STCV14430**

REPRESENTATIVE ACTION

**COMPLAINT UNDER THE LABOR
CODE PRIVATE ATTORNEYS'
GENERAL ACT OF 2004 FOR CIVIL
PENALTIES UNDER LABOR CODE
SECTIONS 210, 226.3, 558, 1174.5, 1197.1
and 2699**

DEMAND FOR JURY TRIAL

[Amount in Controversy Greater Than
\$35,000.00]

COMES NOW plaintiffs ERICA VENTURA and BERTHA LOPEZ (“Plaintiffs”), as aggrieved employees, and on behalf of all other aggrieved employees under the Labor Code Private Attorneys’ General Act of 2004, and allege as follows:

JURISDICTION AND VENUE

1. This is a representative action, pursuant to the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against MARRIOTT INTERNATIONAL, INC. (“Marriott”), SHERATON OPERATING, LLC, (“Sheraton LLC”), SHERATON OPERATING CORPORATION (“Sheraton Corporation”), STARWOOD HOTELS & RESORTS WORLDWIDE, INC., (“Starwood Inc.”), STARWOOD HOTELS & RESORTS WORLDWIDE, LLC (“Starwood LLC”), and any of their respective subsidiaries or affiliated companies within the State of California, (Marriott, Sheraton LLC, Sheraton Corporation, Starwood Inc. and Starwood LLC, collectively with their respective subsidiaries or affiliated companies within the State of California, and DOES 1 through 100, as further defined below, are collectively hereinafter referred to as “Defendants”), as a proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of Plaintiffs and all other current and former California employees of Defendants who worked at Defendants’ W Hotel Hollywood location located at 6250 Hollywood Boulevard, Hollywood, California 90028 at any time during the Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims for failure to comply with the Labor Code. Specifically, in connection with the alleged claims for failure to comply with Labor Code section 6400, *et seq.* and Labor Code sections 203, 226, 245, *et seq.*, 432, 558.1, 1198.5, 2810.5, and 2802, Plaintiff seeks to represent all California employees of Defendants working at Defendants’ W Hotel Hollywood location located at 6250 Hollywood Boulevard, Hollywood, California 90028 within one (1) year preceding Plaintiff’s provision of notice to the LWDA of the herein-described Labor Code violations and continuing past the date of Plaintiff’s PAGA Notice letter indefinitely based on Defendants’ continuing violations (“Civil Penalty Period”). On all other claims mentioned herein, Plaintiff seeks to represent only non-exempt California employees of Defendants working within the Civil Penalty Period at Defendants’ W Hotel Hollywood location located at 6250 Hollywood Boulevard, Hollywood, California 90028.

1 These employees shall collectively be referred to herein as “Aggrieved Employees”.

2 2. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
3 of Civil Procedure section 410.10.

4 3. Venue is proper in Los Angeles County, California pursuant to Code of Civil
5 Procedure sections 392, *et seq.* because, among other things, Los Angeles County is where the
6 causes of action complained of herein arose; the county in which the employment relationship
7 began; the county in which performance of the employment contract, or part of it, between Plaintiffs
8 and Defendants was due to be performed; the county in which the employment contract, or part of
9 it, between Plaintiffs and Defendants was actually performed; and the county in which Defendants,
10 or some of them, reside or do business, such as at W Hotel Hollywood, 6250 Hollywood Boulevard,
11 Hollywood, California 90028. Moreover, the unlawful acts alleged herein have a direct effect on
12 Plaintiffs and Aggrieved Employees in Los Angeles County, and because Defendants employ
13 numerous Aggrieved Employees in Los Angeles County.

14 4. Plaintiffs are informed and believe and based thereon allege that, pursuant to
15 California Code of Civil Procedure section 395.5, Venue is proper in this judicial district and the
16 County of Los Angeles because Defendants transact business within this judicial district and conduct
17 alleged by Plaintiffs herein occurred in this judicial district. (*See also Crestwood Behavioral Health,*
18 *Inc. v. Superior Court* (2021) 60 Cal.App.5th 1069 [venue in a PAGA action is proper in any county
19 where the defendants committed Labor Code violations against some of its employees].)

20 5. Based on information and belief, Plaintiffs are “aggrieved employees” under PAGA,
21 as Plaintiffs were employed by Defendants during the applicable statutory period and suffered the
22 Labor Code violations set forth herein. Accordingly, Plaintiffs seek to recover civil penalties, as the
23 term “civil penalty” is defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175, under the
24 Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.*
25 (“PAGA”), as amended, plus reasonable attorneys’ fees and costs, for Plaintiffs and all other
26 aggrieved current and former employees of Defendants during the Civil Penalty Period.

27 6. Specifically, Plaintiffs seek to recover PAGA civil penalties through a representative
28 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*

1 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
2 PAGA allegations described herein is not required.

3 7. During the Civil Penalty Period, Defendants violated, *inter alia*, Labor Code sections
4 96, 98.6, 200, 201, 201.3, 202, 203, 204, 206, 206.5, 210, 221, 223, 226, 226.7, 232, 232.5, 245, *et*
5 *seq.*, 432, 432.3, 510, 512, 558, 558.1, 1182.12, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5,
6 1198, 1198.5, 2802, 2810.5, 2699, and California Code of Regulations, Title 8, section 11040,
7 among others.

8 8. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees
9 such as Plaintiffs, on behalf of Plaintiffs and all other aggrieved current and former employees
10 within the statutory period, to bring a civil action to recover civil penalties pursuant to the procedures
11 specified in Labor Code section 2699.3.

12 9. On or around March 11, 2025, Plaintiffs provided written notice pursuant to Labor
13 Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants'
14 violation of various, including the herein-described, provisions of the Labor Code, to the LWDA,
15 as well as by certified mail, with return receipt requested to Defendants, and each of them.

16 10. To the extent that any of the Defendants previously used the notice and cure
17 provisions of Labor Code section 2699.3 within the last twelve months, under Labor Code section
18 2699.3(d), then Defendants, or those who have availed themselves of the cure provisions validly,
19 are not eligible to cure the violations discussed herein under Labor Code section 2699.3 or otherwise
20 using the early evaluation conference process under Labor Code section 2699.3(f).

21 11. Insofar as any of the Defendant(s) is/are determined to have satisfied Labor Code
22 sections 2699(g), 2699(h), or otherwise 2699(d)(1), said Defendants, or any that is determined to
23 have satisfied Labor Code sections 2699(g) or (h), is/are also, in the alternative, liable for civil
24 penalties pursuant to Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

25 12. Insofar as any of the Defendant(s) is/are determined to have, prior to Plaintiffs'
26 PAGA Notice or a request for records under Labor Code sections 226, 432, or 1198.5, from
27 Plaintiffs and/or Plaintiffs' counsel, adequately taken all reasonable steps to be in compliance with
28 all provisions identified in Plaintiffs' PAGA Notice, said Defendant(s) is/are still liable for civil

1 penalties pursuant to Labor Code section 2699(g)(1)-(3).

2 13. Insofar as any of the Defendant(s) is/are deemed to have adequately taken all
3 reasonable steps to be in compliance with all provisions identified in Plaintiffs' PAGA Notice within
4 sixty (60) days of receiving Plaintiffs' PAGA Notice, said Defendant(s) is/are still liable for civil
5 penalties pursuant to Labor Code section 2699(h)(1)-(3).

6 14. Insofar as the LWDA or a court has issued a finding or determination as to the
7 Defendants, or any of them, that its/their policy(ies) or practice(s) giving rise to such violations
8 was/were unlawful, said Defendant(s) is/are further liable for civil penalties pursuant to Labor Code
9 section 2699(f)(2)(B)(i). Furthermore, insofar as Defendants, or any of them, was/were found to
10 have unlawfully committed some or all of the above-referenced Labor Code violations, said
11 Defendant(s) is/are subject to increased penalties, as applicable, under Labor Code sections
12 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3), and is/are *not* eligible for reduced penalties under
13 either Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the
14 serving of Plaintiff's PAGA Notice.

15 15. Moreover, regardless of the foregoing, because Defendants' conduct giving rise to
16 the violations described herein was and is malicious, fraudulent, and/or oppressive, the Defendants
17 are thus subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and, per Labor
18 Code sections 2699(g)(3) and 2699(h)(3), are *not* eligible for reduced penalties under either Labor
19 Code section 2699(g) or 2699(h), for remedying violations either prior to or after the Defendants'
20 receipt of Plaintiff's PAGA Notice.

21 16. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
22 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
23 calendar days of the March 11, 2025 postmarked date of the herein-described notice sent by
24 Plaintiffs to the LWDA and Defendants.

25 **PAGA REPRESENTATIVE ALLEGATIONS**

26 17. At all relevant times mentioned herein, Defendants had and have a policy or practice
27 of failing to pay overtime wages to Plaintiffs and other Aggrieved Employees in the State of
28 California in violation of California state wage and hour laws as a result of, without limitation,

1 Plaintiffs and other Aggrieved Employees working over eight (8) hours per day, forty (40) hours
2 per week, and/or seven (7) straight workdays in a workweek without paying them proper overtime
3 wages, as a result of, without limitation, failing to accurately track and/or pay for all minutes and
4 hours actually worked at the proper overtime rate of pay; engaging, suffering, or permitting
5 employees to work off the clock, including, without limitation, by requiring Plaintiffs and other
6 Aggrieved Employees: to come early to work and leave work late without being able to clock in for
7 that time, to make or respond to telephone calls and/or text messages off the clock; to clock out for
8 meal periods and continue working; to don and doff uniforms and/or equipment off the clock; failing
9 to include all forms of remuneration, including non-discretionary bonuses, incentive pay, meal
10 allowances, and other forms of remuneration into the regular rate of pay for the pay periods where
11 overtime was worked and the additional compensation was earned for the purpose of calculating the
12 overtime rate of pay; editing and/or manipulation of time entries all to the detriment of Plaintiffs
13 and other Aggrieved Employees.

14 18. At all relevant times mentioned herein, Defendants had and have a practice or policy
15 of failing to compensate Plaintiffs and other Aggrieved Employees with minimum wages for all
16 hours worked or otherwise under Defendants' control as a result of, without limitation, failing to
17 accurately track and/or pay for all minutes and hours actually worked at their regular rate of pay that
18 is above the minimum wage; engaging, suffering, or permitting employees to work off the clock,
19 including, without limitation, by requiring Plaintiffs and other Aggrieved Employees: to come early
20 to work and leave work late without being able to clock in for that time, to make or respond to
21 telephone calls and/or text messages off the clock; to clock out for meal periods and continue
22 working; to don and doff uniforms and/or equipment off the clock; editing and/or manipulation of
23 time entries to show less hours than actually worked; failing to pay split shift premiums; and failing
24 to pay reporting time pay all to the detriment of Plaintiffs and other Aggrieved Employees.

25 19. At all relevant times mentioned herein, Defendants had and have a policy or practice
26 of failing to provide Plaintiffs and other Aggrieved Employees a full, timely thirty (30) minute
27 uninterrupted meal period for days on which they worked more than five (5) hours in a work day
28 and a second thirty (30) minute uninterrupted meal period for days on which they worked in excess

1 of ten (10) hours in a work day, including, without limitation: by interrupting meal periods; not
2 providing timely meal periods; failing to provide meal periods altogether; providing short meal
3 periods; otherwise requiring on-duty/on-call meal periods, which in turn prevented employees from
4 leaving the premises for meal periods; auto-deducting meal periods that could not be auto-deducted
5 by law or during which employees worked; and failing to provide compensation for such unprovided
6 meal periods as required by California wage and hour laws.

7 20. At all relevant times mentioned herein, Defendants had and have a policy or practice
8 of failing to authorize and permit Plaintiffs and other Aggrieved Employees to take rest periods of
9 at least ten (10) minutes per four (4) hours worked or major fraction thereof, in which they are
10 completely relieved of all of their duties, including, without limitation: by failing to provide rest
11 periods all together; requiring that they be bundled together and/or with meal periods; interrupting
12 them; requiring that employees carry cellular telephones or walkie-talkies during meal rest periods;
13 not providing them in a timely fashion; not permitting employees to leave the premises; and
14 otherwise requiring on-duty/on-call rest periods, and failing to provide compensation for such
15 unprovided rest periods as required by California wage and hour laws.

16 21. At all relevant times mentioned herein, Defendants had and have a policy or practice
17 of failing to provide Plaintiffs and other Aggrieved Employees the full amount of their wages owed
18 to them upon termination and/or resignation as required by Labor Code sections 201 and 202,
19 including for, without limitation, failing to pay overtime wages, minimum wages, and premium
20 wages.

21 22. At all relevant times mentioned herein, Defendants had and have a policy or practice
22 of failing to provide Plaintiffs and other Aggrieved Employees the full amount of their wages for
23 labor performed in a timely fashion as required under Labor Code section 204.

24 23. At all relevant times mentioned herein, Defendants had and have a policy or practice
25 of failing to provide Plaintiffs and other Aggrieved Employees with itemized wage statements that
26 accurately reflect gross wages earned; total hours worked; net wages earned; all applicable hourly
27 rates in effect during the pay period and the corresponding number of hours worked at each hourly
28 rate; and other such information as required by Labor Code section 226, subdivision (a). As a result

1 thereof, Defendants have, on occasion, further failed to furnish employees with an accurate
2 calculation of gross and gross wages earned, as well as gross and net wages paid.

3 24. At all relevant times mentioned herein, Defendants had and have a policy or practice
4 of failing to indemnify Plaintiffs and other Aggrieved Employees for the costs incurred in laundering
5 mandatory work uniforms, costs incurred in having to purchase slip-resistant shoes; and for the
6 purchase and maintenance of cellular phones and cellular phone plans, in direct consequence of the
7 discharge of their duties, or their obedience to the directions of Defendants, as required by Labor
8 Code section 2802, and other statutory and common law offenses.

9 25. At all relevant times mentioned herein, Defendants had and have a policy or practice
10 of failing to comply with Labor Code section 226, subdivision (a) by failing to keep adequate or
11 accurate time records including wage statements and similar payroll documents under Labor Code
12 section 226, intentionally failing to furnish Plaintiffs and other Aggrieved Employees with
13 documents signed to obtain or hold employment under Labor Code section 432, personnel records
14 under Labor Code section 1198.5, and time records under Labor Code section 1174, making it
15 difficult for Plaintiffs and other Aggrieved Employees to calculate their unpaid wages and/or
16 premium payments, to the detriment of Plaintiffs and other Aggrieved Employees.

17 26. At all relevant times mentioned herein, Defendants had and have a policy or practice
18 of failing to timely pay Plaintiffs and other Aggrieved Employees, among other wages, all wages
19 owed as a result of Defendants' practice or policy of failing to pay, among other wages, overtime
20 wages, minimum wages, premium wages, paid time off and vacation time owed as required by Labor
21 Code sections 201, 202, and 203.

22 27. At all relevant times mentioned herein, Defendants have had a policy or practice of
23 failing to pay Plaintiffs and Aggrieved Employees their wages in accordance with Labor Code
24 Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive, of
25 any calendar month shall be paid for between the 16th and 26th day of the month during which the
26 labor was performed, and labor performed between the 16th and the last day, inclusive of any
27 calendar month, shall be paid for between the 1st and 10th day of the following month" and for
28

1 payroll periods such as those that are weekly, biweekly, or semimonthly, wages must be paid within
2 seven (7) calendar days following the close of the payroll period in which wages were earned.

3 28. At all relevant times mentioned herein, Defendants had and have a policy or practice
4 of preventing Plaintiffs and/or Aggrieved Employees from using or disclosing the skills, knowledge
5 and experience they obtained at Defendants for purposes of competing with Defendants, including,
6 without limitation, preventing Employees from disclosing their wages in negotiating a new job with
7 a prospective employer, and from disclosing who else works at Defendants and under what
8 circumstances that they might be receptive to an offer from a rival employer. Plaintiffs are informed
9 and believe that this policy and/or practice violates Business and Professions Code sections 17200,
10 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor
11 Code sections 232, 232.5, and 1197.5, subdivision (k).

12 29. At all relevant times herein mentioned, Defendants had and have a policy of failing
13 to provide all temporary workers of Defendants with owed wages weekly by not later than the
14 regular payday of the following week.

15 30. Defendants had and have a policy or practice of preventing Plaintiffs and/or other
16 Aggrieved Employees from disclosing violations of state and federal law, either within Defendants
17 to their managers or outside to private attorneys or government officials, among others, in violation
18 of Business and Professions Code section 17200, and, thus, in violation of Labor Code section
19 1102.5. In addition, Plaintiffs are informed and believe that Defendants' herein-described policies
20 and/or practices prevent Plaintiffs and/or other Aggrieved Employees from disclosing information
21 about unsafe or discriminatory working conditions, or about wage and hour violations in violation
22 of Labor Code section 232 and 232.5.

23 31. Defendants had and have a policy or practice of preventing Plaintiffs and/or other
24 Aggrieved Employees from engaging in lawful conduct during non-work hours, thus violating state
25 statutes entitling employees to disclose wages, working conditions, and illegal conduct, including,
26 without limitation, Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, and 1197.5,
27 subdivision (k). Plaintiffs are informed and believe that this lawful conduct includes the exercise
28

1 of Plaintiff's and/or other Aggrieved Employee's constitutional rights of freedom of speech and
2 economic liberty.

3 32. Defendants had and have a policy or practice of relying on the salary history
4 information of an applicant for employment as a factor in determining whether to offer employment
5 to an applicant or what salary to offer the applicant in violation of Labor Code section 432.3 by
6 including, on Defendants' application for employment, an inquiry regarding current and/or former
7 salary history information, including, without limitation, compensation and benefits of the applicant
8 for employment. As such, Plaintiffs are informed and believe, and based thereon allege, that
9 Defendants violated, without limitation, Labor Code section 432.3.

10 33. Plaintiff, in Plaintiff's representative capacity, seeks civil penalties under Labor
11 Code sections 210, 226.3, 558, 558.1, 1174.5, 1197.1, and 2699 for the herein-described acts, which
12 violate the California Labor Code as described above, including on behalf of Plaintiffs and other
13 Aggrieved Employees pursuant to PAGA.

14 **PARTIES**

15 **A. Plaintiffs**

16 34. Plaintiffs are residents of the State of California. At all relevant times herein,
17 Plaintiffs are informed and believe, and based thereon allege, that Defendants employed Plaintiffs
18 as non-exempt employees, with duties that included, but were not limited to, cleaning various sites,
19 drive trolleys, and refilling bottles with cleaning products. Plaintiffs are informed and believe, and
20 based thereon allege, that Ms. Ventura worked for Defendants from approximately April 2018
21 through approximately March 2024. Plaintiffs are further informed and believe that Ms. Lopez
22 worked for Defendants from approximately June 2014 through approximately March 2024.

23 **B. Defendants**

24 35. Plaintiffs are informed and believe and based thereon allege that defendant Marriott
25 is, and at all times relevant hereto was, a corporation organized, authorized, and licensed to do
26 business in the State of Delaware. Plaintiffs are further informed and believe, and based thereon
27 allege, that Marriott is, and at all times relevant hereto was, authorized to and operating and doing
28 business in the County of Los Angeles, State of California. At all relevant times herein, defendant

1 Marriott employed Plaintiffs and other Aggrieved Employees in the State of California.

2 36. Plaintiffs are informed and believe and based thereon allege that defendant Sheraton
3 LLC is, and at all times relevant hereto was, a limited liability company organized and existing
4 under and by virtue of the laws of the State of Delaware and doing business in the County of Los
5 Angeles, State of California with members and managers domiciled in and citizens of the County
6 of Los Angeles, State of California, which is where all of the Plaintiffs' causes of actions arose.
7 Plaintiffs are further informed and believe, and based thereon allege, that defendant Sheraton LLC
8 is authorized to, and does in fact, operate and do business in the County of Los Angeles, State of
9 California. At all relevant times herein, defendant Sheraton LLC employed Plaintiffs and other
10 Aggrieved Employees in the State of California.

11 37. Plaintiffs are informed and believe and based thereon allege that defendant Sheraton
12 Corporation, and at all times relevant hereto was, a corporation organized, authorized, and licensed
13 to do business in the State of Delaware. Plaintiffs are further informed and believe, and based
14 thereon allege, that defendant Sheraton Corporation is authorized to, and does in fact, operate and
15 do business in the County of Los Angeles, State of California. At all relevant times herein, defendant
16 Sheraton Corporation employed Plaintiffs and other Aggrieved Employees within the County of Los
17 Angeles in the State of California.

18 38. Plaintiffs are informed and believe and based thereon allege that defendant Starwood
19 Inc., and at all time relevant hereto was, a corporation organized, authorized, and licensed to do
20 business in the State of Maryland. Plaintiffs are further informed and believe, and based thereon
21 allege, that defendant Starwood Inc. is authorized to, and does in fact, operate and do business in
22 the County of Los Angeles, State of California. At all relevant times herein, defendant Starwood
23 Inc. employed Plaintiffs and other Aggrieved Employees within the County of Los Angeles in the
24 State of California.

25 39. Plaintiffs are informed and believe and based thereon allege that defendant Starwood
26 LLC, and at all times relevant hereto was, a limited liability company organized, authorized, and
27 licensed to do business in the State of Maryland. Plaintiffs are further informed and believe, and
28 based thereon allege, that defendant Starwood LLC is authorized to, and does in fact, operate and

1 do business in the County of Los Angeles, State of California with members and managers
2 domiciled in and citizens of the County of Los Angeles, State of California. At all relevant times
3 herein, defendant Starwood LLC employed Plaintiffs and other Aggrieved Employees within the
4 County of Los Angeles in the State of California.

5 40. Plaintiffs are informed and believe and based thereon allege that defendants Marriott,
6 Sheraton LLC, Sheraton Corporation, Starwood Inc., Starwood LLC, and DOES 1-100 are, and at
7 all times relevant hereto were, “person(s)” as defined in Labor Code section 17 and Cal. Bus. &
8 Prof. Code § 17201.

9 41. The true names and capacities, whether individual, corporate, associate, or otherwise,
10 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiffs,
11 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
12 Plaintiffs are informed and believe and based thereon allege that each of the defendants designated
13 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
14 Plaintiffs will seek leave of court to amend this Complaint to reflect the true names and capacities
15 of the defendants designated hereinafter as DOES when such identities become known. Plaintiffs
16 are informed and believe, and based thereon allege, that each defendant acted in all respects pertinent
17 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
18 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
19 other defendants. Whenever, heretofore or hereinafter, reference is made to “Defendants,” it shall
20 include Marriott, Sheraton LLC, Sheraton Corporation, Starwood Inc., and Starwood LLC, and any
21 of their parents, subsidiaries, or affiliated companies within the State of California, as well as DOES
22 1 through 100 identified herein.

23 **JOINT LIABILITY ALLEGATIONS**

24 42. Plaintiffs are informed and believe, and based thereon allege, that at all times
25 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
26 representative, joint venture or co-conspirator of each of the other defendants, either actually or
27 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
28 employment, joint venture, and conspiracy.

1 43. All of the acts and conduct described herein of each and every corporate and limited
2 liability company defendant was duly authorized, ordered, and directed by the respective and
3 collective defendant corporate and limited liability company employers, and the officers, members
4 and management-level employees of said corporate and limited liability company employers. In
5 addition thereto, said corporate and limited liability company employers participated in the
6 aforementioned acts and conduct of their said employees, agents, and representatives, and each of
7 them; and upon completion of the aforesaid acts and conduct of said corporate and limited liability
8 company employees, agents, and representatives, the defendant corporation and limited liability
9 company respectively and collectively ratified, accepted the benefits of, condoned, lauded,
10 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
11 aforementioned corporate and limited liability company employees, agents and representatives.

12 44. Plaintiffs are informed and believe, and based thereon allege, that there exists such a
13 unity of interest and ownership between Defendants, and each of them, that their individuality and
14 separateness have ceased to exist.

15 45. Plaintiffs are informed and believe, and based thereon allege that despite the
16 formation of the purported corporate and/or limited entity existence of Marriott, Sheraton LLC,
17 Sheraton Corporation, Starwood, Inc., Starwood LLC, and DOES 1 through 50, inclusive (the “Alter
18 Ego Defendants”), they, and each of them, are one and the same with DOES 51 through 100
19 (“Individual Defendants”), and each of them, due to, but not limited to, the following reasons:

20 A. The Alter Ego Defendants are completely dominated and controlled by the Individual
21 Defendants who personally committed the wrongful and illegal acts and violated the
22 laws as set forth in this Complaint, and who have hidden and currently hide behind
23 the Alter Ego Defendants to perpetrate frauds, circumvent statutes, or accomplish
24 some other wrongful or inequitable purpose;

25 B. The Individual Defendants derive actual and significant monetary benefits by and
26 through the Alter Ego Defendants’ unlawful conduct, and by using the Alter Ego
27 Defendants as the funding source for the Individual Defendants’ own personal
28 expenditures;

1 C. Plaintiffs are informed and believe and thereon allege that the Individual Defendants
2 and the Alter Ego Defendants, while really one and the same, were segregated to
3 appear as though separate and distinct for purposes of perpetrating a fraud,
4 circumventing a statute, or accomplishing some other wrongful or inequitable
5 purpose;

6 D. Plaintiffs are informed and believe and thereon allege that the business affairs of the
7 Individual Defendants and the Alter Ego Defendants are, and at all relevant times
8 mentioned herein were, so mixed and intermingled that the same cannot reasonably
9 be segregated, and the same are inextricable confusion. The Alter Ego Defendants
10 are, and at all relevant times mentioned herein were, used by the Individual
11 Defendants as mere shells and conduits for the conduct of certain of their, and each
12 of their affairs. The Alter Ego Defendants are, and at all relevant times mentioned
13 herein were, the alter egos of the Individual Defendants;

14 E. The recognition of the separate existence of the Individual Defendants and the Alter
15 Ego Defendants would promote injustice insofar that it would permit defendants to
16 insulate themselves from liability to Plaintiffs and Aggrieved Employees for
17 violations of the Civil Code, Labor Code, and other statutory violations. The
18 corporate and/or limited liability existence of these defendants should thus be
19 disregarded in equity and for the ends of justice because such disregard is necessary
20 to avoid fraud and injustice to Plaintiffs and Aggrieved Employees herein;

21 F. Accordingly, the Alter Ego Defendants constitute the alter ego of the Individual
22 Defendants (and vice versa), and the fiction of their separate corporate existence must
23 be disregarded;

24 46. As a result of the aforementioned facts, among others, Plaintiffs are informed and
25 believe, and based thereon allege, that the Individual Defendants, the Alter Ego Defendants, and
26 each of them, are joint employers by virtue of a joint enterprise, and that Plaintiffs were employees
27 of the Alter Ego Defendants and the Individual Defendants. Plaintiffs performed services for each
28 and every defendant, and to the mutual benefit of all defendants, and all defendants shared control

1 of Plaintiffs, either directly or indirectly, and in the manner in which defendants' business was and
2 is conducted.

3 **FIRST CAUSE OF ACTION**

4 **(Violation of PAGA – Against All Defendants)**

5 47. Plaintiffs re-allege each and every allegation set forth in the preceding paragraphs
6 and incorporate each by reference as though fully set forth hereat.

7 **Civil Penalties Under Labor Code § 210**

8 48. At all relevant times herein, Labor Code section 204, requires and required that:
9 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
10 between the 16th and 26th day of the month during which the labor was performed, and labor
11 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
12 between the 1st and 10th day of the following month” and for payroll periods such as those that are
13 weekly, biweekly, or semimonthly, wages must be paid within seven (7) calendar days following
14 the close of the payroll period in which wages were earned.

15 49. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
16 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
17 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
18 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
19 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
20 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
21 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

22 50. At all relevant times herein, Defendants have had a consistent policy or practice of
23 failing to pay Plaintiffs and/or Aggrieved Employees during their employment on a timely basis as
24 per Labor Code section 204 including, without limitation, for the reasons and in the manner alleged
25 herein. Thus, pursuant to Labor Code section 210, Plaintiffs and other Aggrieved Employees are
26 entitled to recover civil penalties for Defendants' violations of Labor Code section 204, in the
27 amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial violation per
28 employee, and two hundred dollars (\$200) for each Aggrieved Employee for each subsequent

1 violation in connection with each payment that was made in violation of Labor Code section 204 as
2 well as injunctive relief.

3 Civil Penalties Under Labor Code § 226.3

4 51. Defendants had and have a policy or practice of failing to comply with Labor Code
5 section 226, subdivision (a) by intentionally failing to furnish Plaintiffs and Aggrieved Employees
6 with itemized wage statements that accurately reflect: reflect gross wages earned; total hours
7 worked; net wages earned; all applicable hourly rates in effect during the pay period and the
8 corresponding number of hours worked at each hourly rate; and other such information as required
9 by Labor Code section 226, subdivision (a).

10 52. Labor Code section 226.3 states that “[a]ny employer who violates subdivision (a)
11 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
12 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
13 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
14 deduction statement or fails to keep the records required in subdivision (a) of Section 226.”

15 53. Labor Code section 226.3 further provides that “[t]he civil penalties provided for in
16 this section are in addition to any other penalty provided by law.”

17 54. Plaintiffs are informed and believe, and based thereon allege, that Defendants had
18 and have a policy or practice of failing to furnish non-exempt employees, including, without
19 limitation, Plaintiff, itemized wage statements that accurately reflect: reflect gross wages earned;
20 total hours worked; net wages earned; all applicable hourly rates in effect during the pay period and
21 the corresponding number of hours worked at each hourly rate; and other such information as
22 required by Labor Code section 226, subdivision (a) as alleged herein.

23 55. Pursuant to Labor Code section 226.3, Plaintiffs and other Aggrieved Employees are
24 entitled to recover civil penalties for Defendants’ violation of Labor Code section 226, subdivision
25 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period
26 for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay
27 period for each subsequent violation.

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1 Violation of Labor Code § 558

2 56. Pursuant to Labor Code section 558, subdivision (a): “Any employer or other person
3 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating
4 hours and days of work in any of the Industrial Welfare Commission” shall be subject to a civil
5 penalty as follows:

6 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and
7 for each pay period for which the employee was underpaid in addition to an amount sufficient to
8 recover underpaid wages;

9 (2) For each subsequent violation, one hundred dollars (\$100) for each
10 underpaid employee for each pay period for which the employee was underpaid in addition to an
11 amount sufficient to recover underpaid wages;

12 (3) Wages recovered pursuant to this section shall be paid to the affected
13 employee. Plaintiffs are informed and believe, and based thereon allege, that Defendants, and each
14 of them, violated, or caused to be violated, the Labor Code sections described herein, including
15 causing Plaintiffs and other Aggrieved Employees not to: be paid overtime wages and minimum
16 wages, receive meal and rest periods or compensation in lieu thereof, be paid timely wages during
17 their employment and after their employment separation, receive accurate, itemized wage
18 statements, be provided with the opportunity to inspect employment records, be provided with notice
19 as required under Labor Code section 2810.5, and/or be provided with the proper accrual and use of
20 paid sick leave.

21 57. As a direct and proximate result of the herein-described Labor Code violations,
22 pursuant to Labor Code section 558, Plaintiffs and other Aggrieved Employees are entitled to
23 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount fifty
24 dollars (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred
25 dollars (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

26 Violation of Labor Code § 1174.5

27 58. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required
28 every person employing labor in California to “[a]llow any member of the commission or the

1 employees of the Division of Labor Standards Enforcement free access to the place of business or
2 employment of the person to secure any information or make any investigation that they are
3 authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,
4 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,
5 or papers of the person.”

6 59. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required
7 every person employing labor in California to “[k]eep a record showing the names and addresses of
8 all employees employed and the ages of all minors.”

9 60. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required
10 every person employing labor in California to “[k]eep, at a central location in the state or at the
11 plants or establishments at which employees are employed, payroll records showing the hours
12 worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable
13 piece rate paid to, employees employed at the respective plants or establishments. These records
14 shall be kept in accordance with rules established for this purpose by the commission, but in any
15 case, shall be kept on file for not less than three years. An employer shall not prohibit an employee
16 from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units
17 earned.”

18 61. Pursuant to Labor Code section 1174.5, “[a]ny person employing labor who willfully
19 fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate
20 and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any
21 member of the commission or employees of the division to inspect records pursuant to subdivision
22 (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

23 62. Plaintiffs are informed and believe, and based thereon allege, that Defendants have
24 willfully failed keep adequate or accurate time records including wage statements and similar
25 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
26 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
27 under Labor Code section 1174.

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63. As a direct and proximate result of the herein-described Labor Code violations, pursuant to Labor Code section 1174.5, Plaintiffs and other Aggrieved Employees are entitled to recover civil penalties for Defendants' herein-described Labor Code violations in the amount of five hundred dollars (\$500) per violation per pay period per Aggrieved Employee.

Violation of Labor Code § 1197.1

64. Pursuant to Labor Code section 1197.1, subdivision (a): "Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203 as follows:

A. For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

B. For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

C. Wages, liquidated damages, and any applicable penalties imposed pursuant to Section 203, recovered pursuant to this section shall be paid to the affected employee."

65. Plaintiffs are informed and believe, and based thereon allege, that Defendants caused Plaintiffs and Aggrieved Employees not to be paid minimum wages as a result of Defendants, without limitation, routinely failing to pay Plaintiffs and other Aggrieved Employees' to pay minimum wages for all hours worked or otherwise under Defendants' control as a result of, without limitation, routinely failing to accurately track and/or pay for all minutes and hours actually worked at their regular rate of pay that is above the minimum wage; engaging, suffering, or permitting

1 employees to work off the clock, including, without limitation, requiring Plaintiffs and other
2 Aggrieved Employees: to come early to work without being able to clock in for all that time, to
3 make or respond to telephone calls and/or text messages off the clock; to clock out for meal periods
4 and continue working; to don and doff uniforms and/or equipment off the clock; editing and/or
5 manipulation of time entries to show less hours than actually worked; failing to pay split shift
6 premiums; and failing to pay reporting time pay, entitling Plaintiffs and other Aggrieved Employees
7 to actual and liquidated damages.

8 66. As a direct and proximate result of the herein-described Labor Code violations,
9 pursuant to Labor Code section 1197.1, Plaintiffs and other Aggrieved Employees are entitled to
10 recover civil penalties for Defendants' herein-described Labor Code violations in the amount one
11 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
12 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
13 subsequent violation.

14 Civil Penalties Under Labor Code § 2699

15 67. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
16 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed
17 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
18 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil
19 action brought by an aggrieved employee on behalf of himself or herself and other current or former
20 employees pursuant to the procedures specified in Labor Code section 2699.3.

21 68. Plaintiff is informed and believes, and based thereon alleges that Defendants, and
22 each of them, violated the Labor Code sections described herein in each of the preceding paragraphs
23 alleged herein.

24 69. As such, Plaintiff and Aggrieved Employees are entitled to injunctive relief, one
25 hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and
26 two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period
27 to the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive.

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1 70. Moreover, Plaintiffs and other Aggrieved Employees within the State of California
2 whom she seeks to represent are entitled to an award of reasonable attorneys' fees and costs in
3 connection with their herein-described claims for civil penalties.

4 **REQUEST FOR JURY TRIAL**

5 A. Plaintiffs hereby request a trial by jury.

6 **PRAYER**

7 **WHEREFORE**, on behalf of Plaintiffs and Aggrieved Employees, Plaintiffs pray for
8 judgment against Defendants as follows:

- 9 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
10 558.1, 1174.5, 1197.1, and 2699;
11 B. Injunctive relief under Labor Code sections 2699(e)(1) and 2699(k);
12 C. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
13 210, 226.3, 558, 558.1, 1174.5, 1197.1, and 2699;
14 C. Pre-judgment and post-judgment interest;
15 D. For costs of suit incurred herein; and
16 E. Such other and further relief as the Court deems just and proper.

17 Dated: May 16, 2025

J. GILL LAW GROUP, P.C.

18
19 BY: /s/ Yaffa Yermian

JASMIN K. GILL
YAFFA YERMIAN

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21 Attorneys for Plaintiffs ERICA VENTURA
22 and BERTHA LOPEZ, as individuals and on
23 behalf of all other aggrieved employees under
the Labor Code Private Attorneys' General
Act of 2004,
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