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FILED
 Superior Court of California
 County of Los Angeles
10/23/2025

David W. Slayton, Executive Officer / Clerk of Court
 By: B. Eisen Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES**

KEVIN FERNANDEZ, on behalf of the State
 of California and Aggrieved Employees,

Plaintiff,

vs.

MARRIOTT HOTEL SERVICES, LLC, a
 Delaware limited liability company;
 MARRIOTT HOTEL SERVICES, INC., a
 Delaware Corporation; MARRIOTT
 INTERNATIONAL, INC., a Delaware
 corporation; SHERATON OPERATING
 CORPORATION, a Delaware Corporation;
 and DOES 1 through 100, inclusive,

Defendants.

Case No. 25STCV19751

Assigned To: The Hon. James I. Montgomery, Jr.

**FIRST AMENDED COMPLAINT FOR
 ENFORCEMENT UNDER THE PRIVATE
 ATTORNEYS GENERAL ACT, CALIFORNIA
 LABOR CODE § 2698, ET SEQ.**

Complaint filed: July 7, 2025

Trial Date: None Set

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff Kevin Fernandez (“Plaintiff”), individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, and alleges as follows:

JURISDICTION AND VENUE

1. This representative action is brought pursuant to the California Labor Code section 2698, et seq. The civil penalties sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The “amount in controversy” for the named Plaintiff, including claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys’ fees, is less than seventy-five thousand dollars (\$75,000).

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendants because, upon information and belief, each Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, each Defendant maintains offices, has agents, and/or transacts business in the State of California, including the County of Los Angeles. The majority of the acts and omissions alleged herein relating to Plaintiff and the other aggrieved employees took place in the State of California, including the County of Los Angeles.

PARTIES

5. Plaintiff KEVIN FERNANDEZ is an individual residing in the State of California, County of Los Angeles.

6. Defendant MARRIOTT HOTEL SERVICES, LLC at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

7. Defendant MARRIOTT HOTEL SERVICES, INC. at all times herein

1 mentioned, was and is, upon information and belief, an employer whose employees are engaged
2 throughout the State of California, including the County of Los Angeles.

3 8. Defendant MARRIOTT INTERNATIONAL, INC. at all times herein mentioned, was
4 and is, upon information and belief, an employer whose employees are engaged throughout the State
5 of California, including the County of Los Angeles.

6 9. Defendant SHERATON OPERATING CORPORATION at all times herein
7 mentioned, was and is, upon information and belief, an employer whose employees are engaged
8 throughout the State of California, including the County of Los Angeles.

9 10. At all relevant times, Defendants MARRIOTT HOTEL SERVICES, LLC,
10 MARRIOTT HOTEL SERVICES, INC., MARRIOTT INTERNATIONAL, INC., and SHERATON
11 OPERATING CORPORATION were the “employer” of Plaintiff within the meaning of all applicable
12 state laws and statutes.

13 11. At all times herein relevant, MARRIOTT HOTEL SERVICES, LLC, MARRIOTT
14 HOTEL SERVICES, INC., MARRIOTT INTERNATIONAL, INC., SHERATON OPERATING
15 CORPORATION, and DOES 1 through 100, and each of them, were the agents, partners, joint
16 venturers, joint employers, representatives, servants, employees, successors-in-interest, co-
17 conspirators, and assigns of each other, and were acting within the course and scope of their authority
18 as such agents, partners, joint venturers, representatives, servants, employees, successors, co-
19 conspirators, and/or assigns, and all acts or omissions alleged herein were duly committed with the
20 ratification, knowledge, permission, encouragement, authorization, and/or consent of each defendant
21 designated as a DOE herein.

22 12. The true names and capacities, whether corporate, associate, individual, or otherwise,
23 of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sues said defendants by
24 such fictitious names. Plaintiff is informed and believes, and based on that information and belief,
25 alleges that each of the defendants designated as a DOE is legally responsible for the events and
26 happenings referred to in this Complaint and unlawfully caused the injuries and damages to Plaintiff
27 as alleged in this Complaint. Plaintiff will seek leave of court to amend this Complaint to show the
28 true names and capacities when the same have been ascertained.

13. MARRIOTT HOTEL SERVICES, LLC, MARRIOTT HOTEL SERVICES, INC., MARRIOTT INTERNATIONAL, INC., SHERATON OPERATING CORPORATION, and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

14. Plaintiff further alleges that Defendants, including the unknown defendants identified as DOES, directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff and the other aggrieved employees so as to make each of said Defendants employers and employers liable under the statutory provisions set forth herein.

PAGA ALLEGATIONS

15. At all times herein set forth, California Private Attorneys General Act (“PAGA”) was applicable to Plaintiff’s employment by Defendants.

16. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency (“LWDA”) for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of herself and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

17. Pursuant to PAGA, a civil action under PAGA may be brought by an “aggrieved employee,” who is any person that was employed by the alleged violator and against whom the alleged violations were committed.

18. The Plaintiff is employed by Defendants from September 2, 2022 to the present in Palm Springs, California as an hourly-paid Guest Service Agent, and the alleged violations were committed against him during his time of employment, and he is, therefore, an aggrieved employee. Plaintiff and the other employees are “aggrieved employees” as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and the alleged violations were committed against them.

19. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiff, may pursue a civil action arising under PAGA after the following requirements have been met:

- 1 a. The aggrieved employee shall give written notice by online submission
2 (hereinafter, “Employee’s Notice”) to the LWDA and by U.S. Certified Mail to
3 the employer of the specific provisions of the California Labor Code alleged to
4 have been violated, including the facts and theories to support the alleged
5 violations.
- 6 b. The LWDA shall provide notice (hereinafter, “LWDA Notice”) to the employer
7 and the aggrieved employee by certified mail that it does not intend to
8 investigate the alleged violations within sixty (60) calendar days of the
9 postmark date of the Employee’s Notice. Upon receipt of the LWDA Notice,
10 or if the LWDA Notice is not provided within sixty-five (65) calendar days of
11 the postmark date of the Employee’s Notice, the aggrieved employee may
12 commence a civil action pursuant to California Labor Code section 2699 to
13 recover civil penalties, in addition to any other penalties to which the employee
14 may be entitled.

15 20. On April 30, 2025, Plaintiff provided written notice by online submission to the LWDA
16 and by U.S. Certified Mail to Defendants MARRIOTT HOTEL SERVICES, LLC, MARRIOTT
17 HOTEL SERVICES, INC., MARRIOTT INTERNATIONAL, INC., and SHERATON OPERATING
18 CORPORATION of the specific provisions of the California Labor Code alleged to have been
19 violated, including the facts and theories to support the alleged violations. Plaintiff has not received
20 an LWDA Notice within sixty-five (65) calendar days of the date of Plaintiff’s notice. Plaintiff has not
21 received any notice of Defendants’ intention to cure the alleged violations.

22 21. Therefore, Plaintiff has satisfied the administrative prerequisites under California
23 Labor Code section 2699.3(a) to recover civil penalties against Defendants for violations of California
24 Labor Code sections 203, 204, 226(a), 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and
25 2802.

26 **GENERAL ALLEGATIONS**

27 22. At all relevant times set forth herein, Defendants employed Plaintiff and other
28 aggrieved hourly-paid or non-exempt employees who worked for any of the Defendants in the State

1 of California including, but not limited to all current and former hourly-paid or non- exempt
2 employees who worked for any of the Defendants within the State of California who earned shift
3 differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to
4 calculate the correct regular rate of pay used to calculate the overtime rate (hereinafter collectively
5 referred to as the “other aggrieved employees”).

6 23. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-exempt
7 employee from approximately September 2022 to the present in the State of California, County of
8 Los Angeles.

9 24. Defendants hired Plaintiff and the other aggrieved employees and failed to compensate
10 them for all hours worked or missed rest breaks.

11 25. Defendants had the authority to hire and terminate Plaintiff and the other aggrieved
12 employees, to set work rules and conditions governing Plaintiff’s and the other aggrieved employees’
13 employment, and to supervise their daily employment activities.

14 26. Defendants exercised sufficient authority over the terms and conditions of Plaintiff’s
15 and the other aggrieved employees’ employment for them to be joint employers of Plaintiff and the
16 other aggrieved employees.

17 27. Defendants directly hired and paid wages and benefits to Plaintiff and the other
18 aggrieved employees.

19 28. Defendants continue to employ hourly-paid or non-exempt employees within the State
20 of California.

21 29. Plaintiff and the other aggrieved employees worked over eight (8) hours in a day and/or
22 forty (40) hours in a week during their employment with Defendants. For example, Plaintiff typically
23 works about 5 days per week, with each shift usually scheduled for about 8 hours per day. Thus, any
24 additional unpaid time Plaintiff work would be considered overtime on a weekly and daily basis. There
25 are also many weeks where Plaintiff worked additional shifts and/hours in excess of what he is
26 scheduled. Plaintiff cannot provide the exact dates of these weeks until discovery has begun, and he is
27 able to obtain all of his time and pay records.

28 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants, through

1 their common timekeeping system and procedures, also rounded the work time recorded by Plaintiff
2 and the other class members in a manner that was not fair and neutral on its face and/or that favored
3 Defendants over time, resulting in Plaintiff and the other class members being underpaid for their time
4 worked.

5 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants engaged
6 in a uniform policy and systematic scheme of wage abuse against their hourly-paid
7 or non-exempt employees. This scheme involved, *inter alia*, failing to pay them for all hours worked
8 and for missed (short, late, interrupted, and altogether missed) rest breaks in violation of California
9 law. For example, because of Defendants' systemic understaffing, Plaintiff and putative class
10 members worked through their rest breaks on a weekly basis in violation of California law.

11 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
12 should have known that Plaintiff and the other aggrieved employees were entitled to receive certain
13 wages for overtime compensation and that they were not receiving wages for overtime compensation.

14 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to
15 provide Plaintiff and the other aggrieved employees the required rest and meal periods during the
16 relevant time period as required under the Industrial Welfare Commission ("IWC") Wage Orders, and,
17 thus, they are entitled to any and all applicable penalties.

18 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to
19 use the shift differential pay/commissions/non-discretionary bonuses/non-discretionary performance
20 pay to calculate the regular rate of pay used to calculate the overtime rate for the payment of overtime
21 wages where Plaintiff and the other class members earned shift differential pay/commissions/non-
22 discretionary bonuses/non-discretionary performance pay and overtime wages in the same workweek.
23 For example, when Plaintiff and class members work the night shift, they receive a shift differential
24 of approximately \$1 per hour. They also receive commissions that are based on objective criteria such
25 as room upgrades, but these are not included in the calculation of the regular rate.

26 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
27 should have known that Plaintiff and the other aggrieved employees were entitled to receive all rest
28 periods or payment of one additional hour of pay at Plaintiff's and the other aggrieved employees'

1 regular rate of pay when a rest period was missed, and they did not receive all rest periods or payment
2 of one additional hour of pay at Plaintiff's and the other aggrieved employees' regular rate of pay
3 when a rest period was missed.

4 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
5 should have known that Plaintiff and the other aggrieved employees were entitled to receive at least
6 minimum wages for compensation and that they were not receiving at least minimum wages for all
7 hours worked.

8 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
9 should have known that Plaintiff and the other aggrieved employees were entitled to receive all wages
10 owed to them, including overtime and minimum wages and rest period premiums. In fact, Plaintiff
11 complained to Defendants regarding the missed or shortened rest periods, but nothing was done to fix
12 these issues and Defendants still did not compensate Plaintiff for such time worked.

13 38. Plaintiff is informed and believes, and based thereon, alleges, that Defendants knew or
14 should have known that Plaintiff and the other aggrieved employees were entitled to receive all wages
15 owed to them during their employment. Plaintiff and the other aggrieved employees did not receive
16 payment of all wages, including overtime and minimum wages
17 and rest period premiums, within any time permissible under California Labor
18 Code section 204.

19 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
20 should have known that Plaintiff and the other aggrieved employees were entitled to receive complete
21 and accurate wage statements in accordance with California law, but they did not receive complete and
22 accurate wage statements from Defendants. The deficiencies included, *inter alia*, the failure to include
23 the total number of hours worked by Plaintiff and the other aggrieved employees and accurate,
24 applicable hourly rates in effect during the pay period.

25 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
26 should have known that Defendants had to keep complete and accurate payroll records for Plaintiff
27 and the other aggrieved employees in accordance with California law, but they did not keep complete
28 and accurate payroll records.

1 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
2 should have known that Plaintiff and the other aggrieved employees were entitled to reimbursement
3 for necessary business-related expenses and costs.

4 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
5 should have known that they had a duty to compensate Plaintiff and the other aggrieved employees
6 pursuant to California law, and that Defendants had the financial ability to pay such compensation,
7 but willfully, knowingly, and intentionally failed to do so and falsely represented to Plaintiff and the
8 other aggrieved employees that they were properly denied wages, all in order to increase Defendants'
9 profits.

10 43. At all material times set forth herein, Defendants failed to pay overtime wages to
11 Plaintiff and the other aggrieved employees. Plaintiff and the other aggrieved employees were required
12 to work more than eight (8) hours per day and/or forty (40) hours per week without overtime
13 compensation.

14 44. At all material times set forth herein, Defendants failed to provide uninterrupted rest
15 periods to Plaintiff and the other aggrieved employees.

16 45. At all material times set forth herein, Defendants failed to pay Plaintiff and the other
17 aggrieved employees at least minimum wages for all hours worked.

18 46. At all material times set forth herein, Defendants failed to pay Plaintiff and the other
19 aggrieved employees' wages within any time permissible under California law, including, *inter alia*,
20 California Labor Code section 204.

21 47. At all material times set forth herein, Defendants failed to provide complete and
22 accurate wage statements to Plaintiff and the other aggrieved employees.

23 48. At all material times set forth herein, Defendants failed to keep complete and accurate
24 payroll records for Plaintiff and the other aggrieved employees.

25 49. At all material times set forth herein, Defendants failed to reimburse Plaintiff and the
26 other aggrieved employees for necessary business-related expenses and costs.

27 50. At all material times set forth herein, Defendants failed to properly compensate Plaintiff
28 and the other aggrieved employees pursuant to California law in order to increase Defendants' profits.

51. California Labor Code section 218 states that noting in Article 1 of the Labor Code shall limit the right of any wage claimant to “sue directly . . . for any wages or penalty due to him [or her] under this article.”

FIRST CAUSE OF ACTION

**Violation of California Labor Code § 2698, et seq.
(Against MARRIOTT HOTEL SERVICES, LLC, MARRIOTT HOTEL SERVICES, INC.,
MARRIOTT INTERNATIONAL, INC., and SHERATON OPERATING CORPORATION
and DOES 1 through 100)**

52. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 51, and each and every part thereof with the same force and effect as though fully set forth herein.

53. PAGA expressly establishes that any provision of the California Labor Code, which provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies, or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees.

54. Whenever the LWDA or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

55. Plaintiff and the other hourly-paid or non-exempt employees are “aggrieved employees” as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and the alleged violations were committed against them.

Failure to Pay Overtime

56. Defendants' failure to pay legally required overtime wages to Plaintiff and the other aggrieved employees is in violation of the IWC Wage Orders and constitutes a violation of California Labor Code sections 510 and 1198.

Failure to Provide Rest Periods

57. Defendants' failure to provide legally required rest periods to Plaintiff and the other aggrieved employees is in violation of the IWC Wage Orders and constitutes a violation of California Labor Code section 226.7.

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1 **Failure to Pay Minimum Wages**

2 58. Defendants' failure to pay legally required minimum wages to Plaintiff and the other
3 aggrieved employees is in violation of the IWC Wage Orders and constitutes a violation of California
4 Labor Code sections 1194, 1197, and 1197.1.

5 **Failure to Timely Pay Wages During Employment**

6 59. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved employees
7 during employment in accordance with Labor Code section 204 constitutes a violation of California
8 Labor Code section 204.

9 **Failure to Provide Complete and Accurate Wage Statements**

10 60. Defendants' failure to provide complete and accurate wage statements to Plaintiff and
11 the other aggrieved employees in accordance with Labor Code section 226(a) constitutes a violation
12 of California Labor Code section 226(a).

13 **Failure to Keep Complete and Accurate Payroll Records**

14 61. Defendants' failure to keep complete and accurate payroll records relating to Plaintiff
15 and the other aggrieved employees in accordance with California Labor Code
16 section 1174(d) constitutes a violation of California Labor Code section 1174(d).

17 **Failure to Reimburse Necessary Business-Related Expenses and Costs**

18 62. Defendants' failure to reimburse Plaintiff and the other aggrieved employees for
19 necessary business-related expenses and costs in accordance with California Labor Code sections 2800
20 and 2802 constitutes a violation of California Labor Code sections 2800 and 2802.

21 63. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on behalf
22 of all aggrieved employees, requests and is entitled to recover from Defendants, and each of them,
23 attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all penalties
24 pursuant to PAGA against Defendants, and each of them, including but not limited to:

- 25 a. Penalties under California Labor Code section 2699(f) in the amount of one
26 hundred dollars (\$100) for each aggrieved employee per pay period or two
27 hundred dollars (\$200) for each aggrieved employee per pay period for each
28 violation where there has been a prior finding or determination that Defendants'

1 policies or practices were unlawful or where Defendants' conduct was malicious,
2 fraudulent, or oppressive;

3 b. Penalties under California Code of Regulations Title 8 section 11010, et seq. in
4 the amount of fifty dollars (\$50) for each aggrieved employee per pay period for
5 the initial violation, and one hundred dollars (\$100) for each aggrieved employee
6 per pay period for each subsequent violation;

7 c. Penalties under California Labor Code section 210 in addition to, and entirely
8 independent and apart from, any other penalty provided in the California Labor
9 Code in the amount of one hundred dollars (\$100) for each aggrieved employee
10 per pay period for the initial violation, and two hundred dollars (\$200) for each
11 aggrieved employee per pay period for each subsequent violation; and

12 d. Any and all additional penalties and sums as provided by the California Labor
13 Code and/or other statutes.

14 64. Pursuant to California Labor Code section 2699(m), civil penalties recovered by
15 aggrieved employees shall be distributed as follows: sixty-five percent (65%) to the LWDA for the
16 enforcement of labor laws and education of employers and employees about their rights and
17 responsibilities and thirty-five percent (35%) to the aggrieved employees.

18 65. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and costs
19 pursuant to California Labor Code sections 210, 218.5, 2699, and any other applicable statute.

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiff, individually, and on behalf of other aggrieved employees pursuant to the
22 Private Attorneys General Act, prays for relief and judgment against Defendants, jointly and severally,
23 in excess of seventy-five thousand dollars (\$75,000):

24 **As to the First Cause of Action**

25 1. For civil penalties pursuant to California Labor Code sections 2699(a), (f), (k), and 558,
26 plus costs/expenses and attorneys' fees for violation of California Labor Codes sections 203, 204,
27 226(a), 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802; and

28 2. For such other and further relief as the Court may deem equitable and appropriate.

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Date: October 23, 2025

Respectfully Submitted,



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*Attorneys for Plaintiff, on behalf of the State of
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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial on all claims and issues for which Plaintiff is entitled to a jury.

Respectfully Submitted,

Date: October 23, 2025



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