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NEFTALI TAMAYO

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA BARBARA

STATE OF CALIFORNIA *ex rel.* NEFTALI
TAMAYO as Private Attorney General,

Plaintiff,

vs.

THE RITZ-CARLTON HOTEL
COMPANY, L.L.C., a Delaware limited
liability company; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 25CV04446

**REPRESENTATIVE ACTION
COMPLAINT**

DEMAND FOR TRIAL BY JURY

**(1) Violation of Cal. Labor Code § 2699,
(Private Attorneys General Act)**

1 Plaintiff STATE OF CALIFORNIA *ex. rel.* NEFTALI TAMAYO as a Private Attorney
2 (“Plaintiff”), upon facts that either have evidentiary support or are likely to have evidentiary
3 support after a reasonable opportunity for further investigation and discovery, alleges as follows:

4 **JURISDICTION AND VENUE**

5 1. Plaintiff brings this action against Defendants THE RITZ-CARLTON HOTEL
6 COMPANY, L.L.C. and DOES 1 THROUGH 50 (hereinafter also collectively referred to as
7 “Defendants”) for California Labor Code violations, unfair business practices, and civil penalties
8 stemming from Defendants’ failure to pay overtime compensation, failure to provide meal
9 periods, failure to authorize and permit rest periods, failure to pay minimum wage, failure to
10 timely pay wages, failure to provide accurate wage statements, failure to maintain accurate time
11 and payroll records, and failure to reimburse necessary business-related expenses.

12 2. Plaintiff brings this action solely as a representative action, and solely as a Private
13 Attorney General, on behalf of the State of California for all aggrieved employees, including
14 NEFTALI TAMAYO (“MR. TAMAYO”) and other aggrieved employees of Defendants against
15 whom a violation of the same provision was committed (hereinafter collectively referred to as the
16 “Aggrieved Employees”) pursuant to California Labor Code sections 2698, *et seq*; *Balderas v.*
17 *Fresh Start Harvesting, Inc.*, 101 Cal.App.5th 533 (2024), as modified (April 18, 2024); and
18 *Johnson v. Maxim Healthcare Services, Inc.*, 66 Cal.App.5th 924 (2021). MR. TAMAYO is an
19 aggrieved employee against whom the alleged violations occurred. The civil penalties sought by
20 Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established
21 according to proof at trial.

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

26 4. This Court has jurisdiction over Defendants because, upon information and belief,
27 Defendants are citizens of California, have sufficient minimum contacts in California, or
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1 otherwise intentionally avail themselves of the California market so as to render the exercise of
2 jurisdiction over them by the California courts consistent with traditional notions of fair play and
3 substantial justice.

4 5. Venue is proper in this Court because, upon information and belief, Defendants
5 maintain offices, have agents, and/or transact business in the State of California, County of Santa
6 Barbara.

7 **PARTIES**

8 6. NEFTALI TAMAYO is an individual residing in the County of Santa Barbara,
9 State of California. MR. TAMAYO is not suing in his individual capacity; he is proceeding herein
10 solely under the PAGA, on behalf of the State of California for all aggrieved employees. MR.
11 TAMAYO is an Aggrieved Employee as defined under PAGA because he was employed by
12 Defendant and suffered the labor code violations alleged herein

13 7. Defendant THE RITZ-CARLTON HOTEL COMPANY, L.L.C., is and at all
14 times herein mentioned was, a limited liability company organized and existing under the laws of
15 the State of Delaware and registered to do business in the state of California.

16 8. Plaintiff is ignorant of the identities of defendants Does 1 through 50, inclusive,
17 and therefore sues these defendants by such fictitious names. The Doe defendants may be
18 individuals, partnerships, or corporations. Plaintiff is informed and believes, and thereon alleges,
19 that, at all times mentioned herein, each of the Doe defendants was the parent, subsidiary, agent,
20 servant, employee, co-venturer, and/or co-conspirator of each of the other defendants and was at
21 all times mentioned acting within the scope, purpose, consent, knowledge, ratification and
22 authorization of such agency, employment, joint venture and conspiracy. Plaintiff will amend this
23 Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and
24 believes and thereon alleges that each of the fictitiously named Doe defendants is responsible in
25 some manner for the occurrences herein alleged, and that Plaintiff's damages as herein alleged
26 were proximately caused by its conduct. THE RITZ-CARLTON HOTEL COMPANY, L.L.C.
27 and Doe Defendants 1 through 50 are collectively referred to herein as "Defendants."
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9. Defendants are, and at all times herein mentioned were, (a) conducting business in the County of Santa Barbara, State of California, and (b) the employer of MR. TAMAYO consistent with the California Labor Code and Industrial Welfare Commission Wage Orders (“Wage Orders”).

10. Plaintiff further alleges that Defendants, directly or indirectly, controlled or affected the working conditions, wages, working hours, and conditions of employment of MR. TAMAYO and the Aggrieved Employees so as to make each of said Defendants employers and employers jointly liable under the statutory provisions set forth herein.

GENERAL ALLEGATIONS

11. Defendants are an American multinational company that operates the luxury hotel chain known as The Ritz-Carlton.

12. Defendants employed MR. TAMAYO to work as a Purchasing Clerk from approximately May 2022 to December 18, 2024.

13. At all relevant times set forth herein, Defendants employed MR. TAMAYO and the Aggrieved Employees as hourly-paid or non-exempt employees.

14. Throughout the time period involved in this case, Defendants had the authority to hire and terminate MR. TAMAYO and the Aggrieved Employees and to directly or indirectly control work rules, working conditions, wages, working hours, and conditions of employment of MR. TAMAYO and the Aggrieved Employees.

15. At all times herein mentioned, Defendants were subject to the Labor Code of the State of California and the applicable Industrial Welfare Commission Orders.

16. Plaintiff is informed and believes and thereon alleges that Defendants engaged in an ongoing and systematic scheme of wage abuse against their hourly-paid or non-exempt employees. As set forth in more detail below, this scheme involved, *inter alia*, regularly requiring MR. TAMAYO and the Aggrieved Employees to work off the clock without compensation, thereby failing to pay them for all hours worked, including minimum and overtime wages. Defendants also implemented policies that prohibited MR. TAMAYO and the Aggrieved

1 Employees from accurately recording the actual time worked, resulting in a failure to pay MR.
2 TAMAYO and the Aggrieved Employees all wages owed. In addition, Defendants routinely
3 failed to permit MR. TAMAYO and the Aggrieved Employees to take timely and duty-free meal
4 periods and rest periods in violation of California law. Defendants also failed to reimburse MR.
5 TAMAYO and the Aggrieved Employees for all necessary business-related expenses.

6 17. Throughout the time period involved in this case, Defendants have implemented
7 policies and practices which failed to provide MR. TAMAYO and the Aggrieved Employees with
8 timely and duty-free meal periods. Defendants routinely failed to relieve MR. TAMAYO and the
9 Aggrieved Employees of all duties during their meal periods, regularly failed to relinquish control
10 over MR. TAMAYO and the Aggrieved Employees during their meal periods, regularly failed to
11 permit MR. TAMAYO and the Aggrieved Employees a reasonable opportunity to take their meal
12 periods, and regularly impeded or discouraged MR. TAMAYO and the Aggrieved Employees
13 from taking thirty (30) minute uninterrupted meal breaks no later than the end of their fifth hour
14 of work and/or from taking a second thirty (30) minute uninterrupted meal break no later than
15 their tenth hour of work for shifts lasting more than ten (10) hours. Defendants also failed to
16 maintain accurate records of meal periods taken by MR. TAMAYO and the Aggrieved
17 Employees.

18 18. Throughout the time period involved in this case, Defendants did not adequately
19 inform MR. TAMAYO and the Aggrieved Employees of their right to take meal periods under
20 California law. Moreover, Defendants systematically disregarded their own written policies
21 regarding the provision and timing of meal periods for MR. TAMAYO and the Aggrieved
22 Employees. Instead, Defendants' actual policy and practice was to schedule MR. TAMAYO and
23 the Aggrieved Employees in a way that prohibited them from taking timely and duty-free meal
24 periods, and to require MR. TAMAYO and the Aggrieved Employees to work through their meal
25 periods, for which they were not compensated.

26 19. Throughout the time period involved in this case, Defendants failed to pay MR.
27 TAMAYO and the Aggrieved Employees premium wages for meal periods that were missed, late,
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1 interrupted, or shortened in violation of California law. Defendants knew or should have known
2 that MR. TAMAYO and the Aggrieved Employees were entitled to receive all meal periods or
3 payment of one additional hour of pay at their regular rate of pay when a meal period was missed,
4 short, late, and/or interrupted. Notwithstanding this knowledge, Defendants routinely failed to
5 provide legally compliant meal periods to MR. TAMAYO and the Aggrieved Employees, and
6 routinely failed to pay one additional hour of pay to MR. TAMAYO and the Aggrieved
7 Employees at their regular rate of pay when a meal period was missed, short, late, and/or
8 interrupted.

9 20. Throughout the time period involved in this case, Defendants have implemented
10 policies and practices which prohibited MR. TAMAYO and the Aggrieved Employees from
11 taking timely and duty-free rest periods. Defendants regularly failed to provide, authorize, and
12 permit MR. TAMAYO and the Aggrieved Employees to take full, uninterrupted, off-duty rest
13 periods for every shift lasting three and one-half (3.5) to six (6) hours and/or two full,
14 uninterrupted, off-duty rest periods for every shift lasting six (6) to ten (10) hours, and failed to
15 make a good faith effort to authorize, permit, and provide such rest breaks in the middle of each
16 work period.

17 21. Throughout the time period involved in this case, Defendants did not adequately
18 inform MR. TAMAYO and the Aggrieved Employees of their right to take rest periods under
19 California law. Moreover, Defendants systematically disregarded their own written policies
20 regarding the provision and timing of rest periods for MR. TAMAYO and the Aggrieved
21 Employees. Instead, Defendants' actual policy and practice was to schedule MR. TAMAYO and
22 the Aggrieved Employees in a way that regularly prohibited them from taking timely and duty
23 free rest periods, and to regularly require MR. TAMAYO and the Aggrieved Employees to work
24 through their rest periods.

25 22. Throughout the time period involved in this case, Defendants failed to pay MR.
26 TAMAYO and the Aggrieved Employees premium wages for rest periods that were missed, late,
27 interrupted, or shortened in violation of California law. Defendants knew or should have known
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1 that MR. TAMAYO and the Aggrieved Employees were entitled to receive all rest periods or
2 payment of one additional hour of pay at their regular rate of pay when a rest period was missed,
3 short, late, and/or interrupted. Notwithstanding this knowledge, Defendants routinely failed to
4 authorize and permit MR. TAMAYO and the Aggrieved Employees to take duty-free rest periods,
5 and failed to pay one additional hour of pay to MR. TAMAYO and the Aggrieved Employees at
6 their regular rate of pay when a rest period was missed, short, late and/or interrupted.

7 23. Throughout the time period involved in this case, Defendants regularly required
8 MR. TAMAYO and the Aggrieved Employees to perform work off the clock. Although
9 Defendants prohibited overtime, Defendants still regularly required that MR. TAMAYO and the
10 Aggrieved Employees complete all of their assigned duties. To do so, MR. TAMAYO and the
11 Aggrieved Employees were regularly required to perform work off the clock for which they were
12 not compensated.

13 24. Throughout the time period involved in this case, Defendants implemented policies
14 that prohibited MR. TAMAYO and the Aggrieved Employees from accurately recording the actual
15 time worked, resulting in a failure to pay MR. TAMAYO and the Aggrieved Employees all wages
16 owed.

17 25. Throughout the time period involved in this case, MR. TAMAYO and the
18 Aggrieved Employees worked more than eight (8) hours in a day, and/or forty (40) hours in a
19 week.

20 26. Throughout the time period involved in this case, Defendants regularly failed to
21 pay all overtime compensation owed to MR. TAMAYO and the Aggrieved Employees when they
22 worked in excess of eight (8) hours in a single work day and/or forty (40) hours in a single work
23 week, or in excess of twelve (12) hours in a single work day and/or eighty (80) hours in a single
24 work week. Defendants knew or should have known that MR. TAMAYO and the Aggrieved
25 Employees were entitled to receive certain wages for overtime compensation and that they were
26 not receiving wages for overtime compensation.

27 27. Throughout the time period involved in this case, Defendants failed to pay
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overtime to MR. TAMAYO and the Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration.

28. Throughout the time period involved in this case, Defendants regularly failed to pay MR. TAMAYO and the Aggrieved Employees at least minimum wages for all hours worked. Defendants knew or should have known that MR. TAMAYO and the Aggrieved Employees were entitled to receive at least minimum wages for all hours worked and that they were not receiving at least minimum wages for all hours worked. Defendants' failure to pay minimum wages included, *inter alia*, failing to pay MR. TAMAYO and the Aggrieved Employees at the required minimum wage pursuant to California law, requiring MR. TAMAYO and the Aggrieved Employees to perform work off the clock.

29. Throughout the time period involved in this case, Defendants regularly failed to pay MR. TAMAYO and the Aggrieved Employees all wages owed to them upon discharge or resignation. Defendants knew or should have known that MR. TAMAYO and the Aggrieved Employees were entitled to receive all wages owed to them upon termination within the time permissible under California Labor Code section 202. MR. TAMAYO and the Aggrieved Employees did not receive payment of all final wages owed to them upon discharge or resignation, including overtime compensation and minimum wages within any time permissible under California Labor Code section 202.

30. Throughout the time period involved in this case, Defendants regularly failed to pay MR. TAMAYO and the Aggrieved Employees all wages within any time permissible under California law, including, *inter alia*, California Labor Code section 204. Defendants knew or should have known that MR. TAMAYO and the Aggrieved Employees were entitled to receive all wages owed to them during their employment. MR. TAMAYO and the Aggrieved Employees did not receive payment of all wages, including overtime compensation, minimum wages, and meal and rest period premiums.

31. Throughout the time period involved in this case, Defendants regularly failed to provide complete or accurate wage statements to MR. TAMAYO and the Aggrieved Employees.

1 Defendants knew or should have known that MR. TAMAYO and the Aggrieved Employees were
2 entitled to receive complete and accurate wage statements in accordance with California law, but,
3 in fact, they did not receive complete and accurate wage statements from Defendants. The
4 deficiencies included, *inter alia*, the failure to include the total number of hours worked, the actual
5 gross wages earned, the correct rates of pay, net wages earned, and all applicable hourly rates.

6 32. Throughout the time period involved in this case, Defendants regularly failed to
7 keep complete or accurate payroll records for MR. TAMAYO and the Aggrieved Employees.
8 Defendants knew or should have known that Defendants were required to keep complete and
9 accurate payroll records for MR. TAMAYO and the Aggrieved Employees in accordance with
10 California law, but, in fact, did not keep complete and accurate payroll records.

11 33. Throughout the time period involved in this case, Defendants regularly failed to
12 maintain accurate records relating to Plaintiff's and the Class's work periods, meal periods, total
13 daily hours, hours per pay period, and applicable pay rates.

14 34. Throughout the time period involved in this case, Defendants failed to reimburse
15 MR. TAMAYO and the Aggrieved Employees for all necessary business-related expenses,
16 including but not limited to the use of their personal cell phones for necessary business purposes,
17 and uniform items including jackets and pants in company-mandated colors, as well as company-
18 branded hats. Despite the mandatory nature of these uniform requirements, the Employer did not
19 reimburse MR. TAMAYO and the Aggrieved Employees for these purchases. Defendants knew
20 or should have known that Defendants were required to reimburse MR. TAMAYO and the
21 Aggrieved Employees for all necessary business-related expenses and costs, but, in fact, failed to
22 do so in violation of California law.

23 35. Throughout the time period involved in this case, Defendants knew or should have
24 known that they had a duty to compensate MR. TAMAYO and the Aggrieved Employees
25 pursuant to California law. Defendants had the financial ability to pay such compensation, but
26 willfully, knowingly, and intentionally failed to do so, and falsely represented to MR. TAMAYO
27 and the Aggrieved Employees that they paid all wages owed to them, all in order to increase
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1 Defendants' profits.

2 36. California Labor Code section 218 states that nothing in Article 1 of the Labor
3 Code shall limit the right of any wage claimant to "sue directly ... for any wages or penalty due
4 to him [or her] under this article."

5 **FIRST CAUSE OF ACTION**

6 **(Violation of California Labor Code § 2699, *et seq.*)**

7 **(Against All Defendants)**

8 37. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
9 every allegation set forth above.

10 38. Plaintiff brings this cause of action solely as a representative action pursuant to the
11 Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA"),
12 on behalf of the State of California for all aggrieved employees, including MR. TAMAYO and
13 other aggrieved employees of Defendants against whom the alleged violations were committed

14 39. PAGA specifically provides for a private right of action to recover civil penalties
15 for violations of the Labor Code as follows: "Notwithstanding any other provision of law, any
16 provision of this code that provides for a civil penalty to be assessed and collected by the Labor
17 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
18 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through
19 a civil action brought by an aggrieved employee on behalf of the employee and other current or
20 former employees against whom a violation of the same provision was committed pursuant to the
21 procedures specified in Section 2699.3." Cal. Lab. Code § 2699(a).

22 40. MR. TAMAYO was employed by Defendants and the Labor Code violations
23 alleged above were committed against him during his time of employment. MR. TAMAYO is
24 therefore, an "aggrieved employee" under PAGA.

25 41. As set forth in detail above, during all times relevant to this Action, Defendants
26 have routinely subjected MR. TAMAYO and the Aggrieved Employees to violations of
27 California Labor Codes by:
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- a. Failing to pay MR. TAMAYO and the Aggrieved Employees all earned minimum wage compensation in violation of Labor Code §§ 1194 and 1198 *et seq.*
- b. Failing to pay MR. TAMAYO and the Aggrieved Employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 1194, and 1198 *et seq.*
- c. Failing to provide legally required meal periods to MR. TAMAYO and the Aggrieved Employees, and failing to pay MR. TAMAYO and the Aggrieved Employees an additional hour of premium pay for meal period violations in violation of Labor Code §§ 226.7 and 512.
- d. Failing to provide authorize and permit MR. TAMAYO and the Aggrieved Employees to take duty-free rest periods, and failing to pay MR. TAMAYO and the Aggrieved Employees an additional hour of premium pay for rest period violations in violation of Labor Code §§ 226.7 and 512.
- e. Failing to timely pay MR. TAMAYO and the Aggrieved Employees all wages at the end of their employment in violation of Labor Code § 203.
- f. Failing to timely pay MR. TAMAYO and the Aggrieved Employees all wages owed during employment in violation of Labor Code § 204.
- g. Failing to furnish MR. TAMAYO and the Aggrieved Employees with complete, accurate, itemized wage statements in violation of Labor Code § 226.
- h. Failing to maintain accurate records relating to MR. TAMAYO and the Aggrieved Employees' work periods, meal periods, total daily hours, hours per pay period, total wages and compensation, and applicable pay rates in violation of Labor Code § 1174(d) and the applicable IWC Wage Order.
- i. Failing to reimburse MR. TAMAYO and the Aggrieved Employees for necessary business-related expenses in violation of Labor Code §§ 2800 and 2802.
- j. Failing to pay reporting time wages to MR. TAMAYO and Aggrieved Employees in violation of Labor Code § 1198 and the applicable IWC Wage Order.

42. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiff, on behalf

of the Aggrieved Employees and the State of California, requests and is entitled to recover penalties against Defendants for the Labor Code violations described above, including but not limited to penalties under California Code of Regulations Title 8 section 11050, penalties under California Labor Code sections 2699, 210, 226, 226.3, 558, 1174.5, and 1197.1, and any and all additional penalties and sums as provided by the California Labor Code and/or other statutes. The exact amount of the applicable penalties, in all, is an amount to be shown according to proof at trial.

43. MR. TAMAYO has exhausted his administrative remedies pursuant to Labor Code § 2699.3. On April 28, 2025, MR. TAMAYO, through his counsel of record, by online filing with the Labor and Workforce Development Agency (“LWDA”) and by certified mail to the Defendants, notified Defendants and the LWDA of the specific provisions of the Labor Code and IWC Wage Orders that Defendants have violated, including the facts and theories to support the violations, and of MR. TAMAYO’s intent to bring a claim for civil penalties under PAGA. MR. TAMAYO also paid the filing fee required under Labor Code § 2699.3. As of the filing of this Complaint, more than sixty-five (65) days have elapsed since the mailing of MR. TAMAYO’s April 28, 2025 notice, and the LWDA has not indicated that it intends to investigate the violations discussed in the notice. Accordingly, Plaintiff may commence a civil action to recover penalties for MR. TAMAYO and the other Aggrieved Employees pursuant to Labor Code § 2699.3.

44. MR. TAMAYO was compelled to retain the services of counsel to file this court action to protect his interests and the Aggrieved Employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff therefore seeks an award of reasonable attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1), and any other applicable statute.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, as a private attorney general, prays for relief and judgment against Defendants, jointly and severally, as follows:

As to the First Cause of Action

1. For statutory attorneys’ fees and costs pursuant to section 2699(g)(1) of the

1 California Labor Code;

2 2. For the imposition of civil penalties pursuant to California Labor Code §§ 2699,
3 210, 558, 226, 226.3, 1174.5, 1197.1, and all other penalties allowed by the California Labor
4 Code and/or other applicable statutes; and

5 3. For such other and further relief as the Court may deem just and proper.

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7 Dated: July 16, 2025

PROTECTION LAW GROUP, LLP

8
9 By: 

10 Ryan T. Chuman
11 Arnel O. Tan
12 Joseph O. Marshall
13 Christine V. Reyes
14 *Attorneys for Plaintiff*
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DEMAND FOR TRIAL BY JURY

Plaintiff demands a trial by jury as to all causes of action triable by a jury.

Dated: July 16, 2025

PROTECTION LAW GROUP, LLP

By:



Ryan T. Chuman
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