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ELECTRONICALLY FILED
6/12/2025 5:02 PM
Superior Court of California
County of Mendocino

By: 
Tracy Kester
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MENDOCINO

ANA CISNEROS, individually, and on
behalf of other members of the general
public similarly situated, and as an
aggrieved employee pursuant to the Private
Attorneys General Act ("PAGA"); and
REINA PANAMENO, individually, and on
behalf of other members of the general
public similarly situated,

Plaintiffs,

vs.

SCP HOSPITALITY MANAGER LLC, a
Delaware limited liability company; SCP
ALBION LLC, a Delaware limited liability
company; SCP HOSPITALITY LLC, a
Delaware limited liability company; SCP
HOSPITALITY II LLC, a Delaware limited
liability company; SCP LAGUNA LLC, a
Delaware limited liability company; SCP
MENDOCINO LLC, a Delaware limited
liability company; SCP SEVEN4ONE LLC,
a Delaware limited liability company;
SOUL COMMUNITY PLANET, INC., a
Delaware corporation; and DOES 1 through
10, inclusive,

Defendants.

Case No.: 25CV01947

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

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages);
- (3) Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (Failure to Provide Meal Periods);
- (4) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
- (5) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (6) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (7) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);
- (8) Violation of California Labor Code § 2802 (Unreimbursed Business Expenses);

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- (9) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, *et seq.*;
- (10) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices); and
- (11) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unfair Business Practices)

Jury Trial Demanded

1 Plaintiff Ana Cisneros, individually and on behalf of all other members of the public
2 similarly situated, and as an aggrieved employee and on behalf of all aggrieved employees,
3 and Plaintiff Reina Panameno, individually and on behalf of all other members of the public
4 similarly situated, allege as follows:

5 JURISDICTION AND VENUE

6 1. This class action is brought pursuant to California Code of Civil Procedure
7 section 382 and California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil
8 penalties and any other available relief on behalf of Plaintiff, the State of California, and other
9 current and former employees who worked for Defendants in California as non-exempt,
10 hourly paid employees and received at least one wage statement and against whom one or
11 more violations of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any
12 provision regulating hours and days of work in the applicable Industrial Welfare Commission
13 (“IWC”) Wage Order were committed, as set forth in this complaint. The monetary damages,
14 penalties, and restitution sought by Plaintiffs exceed the minimal jurisdiction limits of the
15 Superior Court and will be established according to proof at trial. This Court has jurisdiction
16 over this action pursuant to the California Constitution, Article VI, section 10. The statutes
17 under which this action is brought do not specify any other basis for jurisdiction. Plaintiffs’
18 share of damages, penalties, and other relief sought in this action does not exceed \$75,000.

19 2. This Court has jurisdiction over Defendants because Defendants are either
20 citizens of California, have sufficient minimum contacts in California, or otherwise
21 intentionally avail themselves of the California market so as to render the exercise of
22 jurisdiction over them by the California courts consistent with traditional notions of fair play
23 and substantial justice. There is no basis for federal diversity jurisdiction in this action
24 because there is no complete diversity, and this case falls within the statutory exceptions to
25 “minimal diversity” jurisdiction under the Class Action Fairness Act, 28 U.S.C. § 1332(d)(4).
26 Upon information and belief, two-thirds or more of the class members and Defendants are
27 citizens of California and/or (a) two-thirds of the class members and Defendants are citizens
28 of California; (b) the alleged wage and hour violations occurred in California; (c) significant

1 relief is being sought against Defendants whose violations of California wage and hour laws
2 form a significant basis for Plaintiffs' claims; and (d) no other class action has been filed
3 within the past three (3) years on behalf of the same proposed class against Defendants
4 asserting the same or similar factual allegations.

5 3. Venue is proper in this Court because Defendants employ persons in this
6 county, and employed Plaintiffs in this county, and thus a substantial portion of the
7 transactions and occurrences related to this action occurred in this county.

8 **THE PARTIES**

9 4. Plaintiff Ana Cisneros ("Plaintiff Cisneros") is a resident of Fort Bragg, in
10 Mendocino County, California. Defendants employed Plaintiff Cisneros as an hourly paid,
11 non-exempt employee from approximately March 2023 to April 2024. Plaintiff Cisneros
12 worked for Defendants as a Housekeeping Manager at their SCP Mendicino Coast Lodge
13 hotel located in Albion, California. During her employment, Plaintiff Cisneros typically
14 worked eight (8) or more hours per day and five (5) days or more per week. Plaintiff
15 Cisneros's primary job duties included, without limitation, assigning housekeeping staff to
16 rooms; cleaning rooms; laundering bedding, linens, and cleaning cloths and towels; and
17 maintaining cleanliness of common areas.

18 5. Plaintiff Reina Panameno ("Plaintiff Panameno") is a resident of Fort Bragg, in
19 Mendocino County, California. Defendants employed Plaintiff Panameno as an hourly paid,
20 non-exempt employee from approximately April 2023 to October 2024. Plaintiff Panameno
21 worked for Defendants as a Laundry Attendant and Housekeeping Manager at their SCP
22 Mendicino Coast Lodge hotel located in Albion, California. During her employment, Plaintiff
23 Panameno typically worked eight (8) or more hours per day and five (5) days or more per
24 week. Plaintiff Panameno's primary job duties included, without limitation, assigning
25 housekeeping staff to rooms; cleaning rooms; reviewing the cleanliness of the rooms; creating
26 inventory lists for housekeeping; laundering bedding, linens, and cleaning cloths and towels;
27 and maintaining cleanliness of common areas.

28 6. SCP HOSPITALITY MANAGER LLC was and is, upon information and

1 belief, a Delaware limited liability company, and at all times hereinafter mentioned, an
2 employer whose employees are engaged throughout this county and the State of California.

3 7. SCP ALBION LLC was and is, upon information and belief, a Delaware
4 limited liability company, and at all times hereinafter mentioned, an employer whose
5 employees are engaged throughout this county and the State of California.

6 8. SCP HOSPITALITY LLC was and is, upon information and belief, a Delaware
7 limited liability company, and at all times hereinafter mentioned, an employer whose
8 employees are engaged throughout this county and the State of California.

9 9. SCP HOSPITALITY II LLC was and is, upon information and belief, a
10 Delaware limited liability company, and at all times hereinafter mentioned, an employer
11 whose employees are engaged throughout this county and the State of California.

12 10. SCP LAGUNA LLC was and is, upon information and belief, a Delaware
13 limited liability company, and at all times hereinafter mentioned, an employer whose
14 employees are engaged throughout this county and the State of California.

15 11. SCP MENDOCINO LLC was and is, upon information and belief, a Delaware
16 limited liability company, and at all times hereinafter mentioned, an employer whose
17 employees are engaged throughout this county and the State of California.

18 12. SCP SEVEN4ONE LLC was and is, upon information and belief, a Delaware
19 limited liability company, and at all times hereinafter mentioned, an employer whose
20 employees are engaged throughout this county and the State of California.

21 13. SOUL COMMUNITY PLANET, INC. was and is, upon information and belief,
22 a Delaware corporation, and at all times hereinafter mentioned, an employer whose employees
23 are engaged throughout this county and the State of California.

24 14. Plaintiffs are unaware of the true names or capacities of the Defendants sued
25 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
26 amend the complaint and serve such fictitiously named Defendants once their names and
27 capacities become known.

28 15. Plaintiffs are informed and believe, and thereon allege, that DOES 1 through 10

1 were the partners, agents, owners, or managers of SCP HOSPITALITY MANAGER LLC;
2 SCP ALBION LLC; SCP HOSPITALITY LLC; SCP HOSPITALITY II LLC; SCP LAGUNA
3 LLC; SCP MENDOCINO LLC; SCP SEVEN4ONE LLC; and SOUL COMMUNITY
4 PLANET, INC., at all relevant times.

5 16. Plaintiffs are informed and believe, and thereon allege, that each and all of the
6 acts and omissions alleged herein was performed by, or is attributable to SCP HOSPITALITY
7 MANAGER LLC; SCP ALBION LLC; SCP HOSPITALITY LLC; SCP HOSPITALITY II
8 LLC; SCP LAGUNA LLC; SCP MENDOCINO LLC; SCP SEVEN4ONE LLC; SOUL
9 COMMUNITY PLANET, INC.; and/or DOES 1 through 10 (collectively, “Defendants” or
10 “SCP”), each acting as the agent, employee, alter ego, and/or joint venturer of, or working in
11 concert with, each of the other co-Defendants and was acting within the course and scope of
12 such agency, employment, joint venture, or concerted activity with legal authority to act on
13 the others’ behalf. The acts of any and all Defendants were in accordance with, and represent,
14 the official policy of Defendants.

15 17. At all relevant times, Defendants, and each of them, ratified each and every act
16 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
17 and abetted the acts and omissions of each and all the other Defendants in proximately causing
18 the damages herein alleged.

19 18. Plaintiffs are informed and believe, and thereon allege, that each of said
20 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
21 omissions, occurrences, and transactions alleged herein.

22 19. Under California law, Defendants are jointly and severally liable as employers
23 for the violations alleged herein because they have each exercised sufficient control over the
24 wages, hours, working conditions, and employment status of Plaintiffs and class members.
25 Each Defendant had the power to hire and fire Plaintiffs and class members, supervised and
26 controlled their work schedule and/or conditions of employment, determined their rate of pay,
27 and maintained their employment records. Defendants suffered or permitted Plaintiffs and
28 class members to work and/or “engaged” Plaintiffs and class members so as to create a

1 common-law employment relationship. As joint employers of Plaintiffs and class members,
2 Defendants are jointly and severally liable for the civil penalties and all other relief available
3 to Plaintiffs and class members under the law.

4 20. Plaintiffs are informed and believe, and thereon allege, that at all relevant
5 times, Defendants, and each of them, have acted as joint employers with respect to Plaintiffs
6 and class members because Defendants have:

- 7 (a) jointly exercised meaningful control over the work performed by
8 Plaintiffs and class members;
- 9 (b) jointly exercised meaningful control over Plaintiffs' and class members'
10 wages, hours, and working conditions, including the quantity, quality
11 standards, speed, scheduling, and operative details of the tasks
12 performed by Plaintiffs and class members;
- 13 (c) jointly required that Plaintiffs and class members perform work which is
14 an integral part of Defendants' businesses; and
- 15 (d) jointly exercised control over Plaintiffs and class members as a matter
16 of economic reality in that Plaintiffs and class members were dependent
17 on Defendants, who shared the power to set the wages of Plaintiffs and
18 class members and determined their working conditions, and who
19 jointly reaped the benefits from the underpayment of their wages and
20 noncompliance with other statutory provisions governing their
21 employment.

22 21. Plaintiffs are informed and believe, and thereon allege, that at all relevant times
23 there has existed a unity of interest and ownership between Defendants such that any
24 individuality and separateness between the entities has ceased.

25 22. Furthermore, Defendants are jointly and severally liable as employers for the
26 violations alleged herein because Defendants have acted as a single integrated enterprise.
27 Courts consider four factors in determining whether two or more entities may be treated as a
28 single employer for the purposes of determining liability for labor code violations: (1)

1 centralized control of labor relations; (2) interrelation of operations; (3) common
2 management; and (4) common ownership or financial control. No factor is controlling and all
3 need not be present.

4 23. Plaintiffs are informed and believe, and thereon allege, that at all relevant
5 times, Defendants have acted as a single integrated enterprise because:

- 6 (a) Defendant SOUL COMMUNITY PLANET, INC. made final decisions
7 regarding employment matters related to Plaintiffs and class members in
8 the same manner and through the same entity, regardless of which entity
9 was acting as Plaintiffs' and class members' immediate employer;
- 10 (b) Defendant SOUL COMMUNITY PLANET, INC. controlled day-to-day
11 employment decisions of Defendants SCP HOSPITALITY MANAGER
12 LLC; SCP ALBION LLC; SCP HOSPITALITY LLC; SCP
13 HOSPITALITY II LLC; SCP LAGUNA LLC; SCP MENDOCINO
14 LLC; and SCP SEVEN4ONE LLC;
- 15 (c) Defendants shared common officers, directors, and/or managers;
- 16 (d) Defendants utilized the same bank accounts, accounting records, lines of
17 credit, payroll preparation, telephone lines, company websites, office
18 space, facilities, employees and/or other facets of operation; and/or
- 19 (e) Defendants were subject to common ownership and financial control.

20 24. SCP HOSPITALITY MANAGER LLC; SCP ALBION LLC; SCP
21 HOSPITALITY LLC; SCP HOSPITALITY II LLC; SCP LAGUNA LLC; SCP
22 MENDOCINO LLC; SCP SEVEN4ONE LLC; SOUL COMMUNITY PLANET, INC.; and
23 DOES 1 through 10 are therefore alter egos of each other.

24 25. Adherence to the fiction of the separate existence of Defendants would permit
25 an abuse of the corporate privilege, and would promote injustice by protecting Defendants
26 from liability for the wrongful acts committed by them under the name "SCP."

27 26. Plaintiffs further allege, upon information and belief, that Defendants SCP
28 HOSPITALITY MANAGER LLC; SCP ALBION LLC; SCP HOSPITALITY LLC; SCP

1 HOSPITALITY II LLC; SCP LAGUNA LLC; SCP MENDOCINO LLC; SCP SEVEN4ONE
2 LLC; and SOUL COMMUNITY PLANET, INC. are alter egos of each other for the following
3 reasons:

- 4 (a) On the California Secretary of State’s website
5 (<https://bizfileonline.sos.ca.gov/>), SCP HOSPITALITY MANAGER
6 LLC; SCP ALBION LLC; SCP HOSPITALITY LLC; SCP
7 HOSPITALITY II LLC; SCP LAGUNA LLC; SCP SEVEN4ONE LLC;
8 and SOUL COMMUNITY PLANET, INC. have the same principal
9 address, “825 S COAST HWY LAGUNA BEACH, CA 92651”;
- 10 (b) On the California Secretary of State’s website, SCP HOSPITALITY
11 MANAGER LLC; SCP ALBION LLC; SCP HOSPITALITY LLC; SCP
12 HOSPITALITY II LLC; SCP LAGUNA LLC; SCP MENDOCINO
13 LLC; SCP SEVEN4ONE LLC; and SOUL COMMUNITY PLANET,
14 INC. have the same mailing address, “MSC-184835 PO Box 105168
15 ATLANTA, GA 30348[-5167]”;
- 16 (c) According to their most recent “Statement of Information” forms filed
17 with the California Secretary of State, SCP HOSPITALITY
18 MANAGER LLC; SCP ALBION LLC; SCP HOSPITALITY LLC; SCP
19 HOSPITALITY II LLC; SCP LAGUNA LLC; SCP MENDOCINO
20 LLC; SCP SEVEN4ONE LLC; and SOUL COMMUNITY PLANET,
21 INC. share the same officers, managers or members, and/or partners
22 including, but not limited to: Kenneth Cruse, who serves as Chief
23 Executive Officer for SOUL COMMUNITY PLANET, INC. and
24 manager or member of SCP HOSPITALITY MANAGER LLC; SCP
25 ALBION LLC; SCP HOSPITALITY LLC; SCP HOSPITALITY II
26 LLC; SCP LAGUNA LLC; SCP MENDOCINO LLC; and SCP
27 SEVEN4ONE LLC;
- 28 (d) On the California Secretary of State’s website, SCP HOSPITALITY

MANAGER LLC; SCP ALBION LLC; SCP HOSPITALITY LLC; SCP HOSPITALITY II LLC; SCP LAGUNA LLC; SCP MENDOCINO LLC; SCP SEVEN4ONE LLC; and SOUL COMMUNITY PLANET, INC. share the same agent for service of process, “CSC – LAWYERS INCORPORATING SERVICE”; and

(e) On information and belief, SCP HOSPITALITY MANAGER LLC; SCP ALBION LLC; SCP HOSPITALITY LLC; SCP HOSPITALITY II LLC; SCP LAGUNA LLC; SCP MENDOCINO LLC; SCP SEVEN4ONE LLC; and SOUL COMMUNITY PLANET, INC. utilize the same standardized employment forms and issue the same employment policies.

GENERAL ALLEGATIONS

27. Defendants own and operate lodges and boutique hotels with a portfolio of ten properties in the United States, including four (4) hotel locations in California. Upon information and belief, Defendants maintain a single, centralized Human Resources (“HR”) department at their corporate headquarters in Laguna Beach, California, which is responsible for the recruiting and hiring of new employees, and communicating and implementing Defendants’ company-wide policies, including timekeeping policies and meal and rest period policies, to employees throughout California.

28. In particular, Plaintiffs and class members, on information and belief, received the same standardized documents and/or written policies. Upon information and belief, the usage of standardized documents and/or written policies, including new-hire documents, indicate that Defendants dictated policies at the corporate level and implemented them company-wide, regardless of their employees’ assigned locations or positions.

29. Upon information and belief, Defendants maintain a centralized Payroll department at their corporate headquarters in Laguna Beach, California, which processes payroll for all non-exempt, hourly paid employees working for Defendants at their various locations in California, including Plaintiffs and class members. Based upon information and

1 belief, Defendants issue the same formatted wage statements to all non-exempt, hourly paid
2 employees in California, irrespective of their work locations. Upon information and belief,
3 Defendants process payroll for departing employees in the same manner throughout the State
4 of California, regardless of the manner in which each employee's employment ends.

5 30. Defendants continue to employ non-exempt or hourly paid employees in
6 California.

7 31. Plaintiffs are informed and believe, and thereon allege, that at all times herein
8 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
9 and advisors knowledgeable about California labor and wage law, employment and personnel
10 practices, and about the requirements of California law.

11 32. Plaintiffs are informed and believe, and thereon allege, that Plaintiffs and class
12 members were not paid for all hours worked because all hours worked were not recorded.

13 33. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
14 should have known that Plaintiffs and class members were entitled to receive certain wages
15 for overtime compensation and that they were not receiving certain wages for overtime
16 compensation.

17 34. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
18 should have known that Plaintiffs and class members were entitled to receive at least
19 minimum wages for compensation and that they were not receiving at least minimum wages
20 for work that was required to be done off-the-clock. In violation of the California Labor
21 Code, Plaintiffs and class members were not paid at least minimum wages for work done off-
22 the-clock.

23 35. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
24 should have known that Plaintiffs and class members were entitled to meal periods in
25 accordance with the California Labor Code and applicable IWC Wage Order or payment of
26 one (1) additional hour of pay at their regular rates of pay when they were not provided with
27 timely, uninterrupted, thirty (30) minute meal periods and that Plaintiffs and class members
28 were not provided with all meal periods or payment of one (1) additional hour of pay at their

1 regular rates of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal
2 period.

3 36. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
4 should have known that Plaintiffs and class members were entitled to rest periods in
5 accordance with the California Labor Code and applicable IWC Wage Order or payment of
6 one (1) additional hour of pay at their regular rates of pay when they were not authorized and
7 permitted to take a compliant rest period and that Plaintiffs and class members were not
8 authorized and permitted to take compliant rest periods or provided with payment of one (1)
9 additional hour of pay at their regular rates of pay when they were not authorized and
10 permitted to take a compliant rest period.

11 37. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
12 should have known that Plaintiffs and class members were entitled to receive complete and
13 accurate wage statements in accordance with California law. In violation of the California
14 Labor Code, Plaintiffs and class members were not provided complete and accurate wage
15 statements.

16 38. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
17 should have known that they had a duty to maintain accurate and complete payroll records in
18 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,
19 knowingly, and intentionally failed to do so.

20 39. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
21 should have known that Plaintiffs and class members were entitled to timely payment of all
22 wages earned upon termination of employment. In violation of the California Labor Code,
23 Plaintiffs and class members did not receive payment of all wages due, including, but not
24 limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within
25 permissible time periods.

26 40. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
27 should have known that Plaintiffs and class members were entitled to timely payment of
28 wages during their employment. In violation of the California Labor Code, Plaintiffs and

1 class members did not receive payment of all wages, including, but not limited to, overtime
2 wages, minimum wages, and/or meal and rest period premiums, within permissible time
3 periods.

4 41. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
5 should have known that Plaintiffs and class members were entitled to receive full
6 reimbursement for all business-related expenses and costs they incurred during the course and
7 scope of their employment and that they did not receive full reimbursement of applicable
8 business-related expenses and costs incurred.

9 42. Plaintiffs are informed and believe, and thereon allege, that at all times herein
10 mentioned, Defendants knew or should have known that Defendants had a duty to provide
11 Plaintiffs and class members with written notice of the material terms of their employment
12 with Defendants as required by the California Wage Theft Prevention Act, but failed to do so.

13 43. Plaintiffs are informed and believe, and thereon allege, that at all times herein
14 mentioned, Defendants knew or should have known that they had a duty to compensate
15 Plaintiffs and class members for all hours worked, and that Defendants had the financial
16 ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so,
17 and falsely represented to Plaintiffs and class members that they were properly denied wages,
18 all in order to increase Defendants' profits.

19 **PAGA REPRESENTATIVE ALLEGATIONS**

20 44. At all times herein set forth, PAGA provides that any provision of law under
21 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be
22 assessed and collected by the Labor and Workforce Development Agency ("LWDA") for
23 violations of the California Labor Code and applicable IWC Wage Order may, as an
24 alternative, be recovered by aggrieved employees in a civil action brought on behalf of
25 themselves and other current or former employees pursuant to procedures outlined in
26 California Labor Code section 2699.3.

27 45. PAGA defines an "aggrieved employee" in Labor Code section 2699(c)(1) as
28 "any person who was employed by the alleged violator and personally suffered each of the

violations alleged.”

46. Plaintiff Cisneros and other current and former employees of Defendants are “aggrieved employees” as defined by Labor Code section 2699(c)(1) in that they are all Defendants’ current or former employees and each of the alleged violations were committed against them.

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

- (a) The aggrieved employee or representative shall give written notice by online filing with the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violation.
- (b) An aggrieved employee’s notice filed with the LWDA pursuant to 2699.3(a) and any employer response to that notice shall be accompanied by a filing fee of seventy-five dollars (\$75).
- (c) The LWDA shall notify the employer and the aggrieved employee or representative by certified mail that it does not intend to investigate the alleged violation (“LWDA Notice”) within sixty (60) calendar days of the postmark date of the aggrieved employee’s notice. Upon receipt of the LWDA Notice, or if no LWDA Notice is provided within sixty-five (65) calendar days of the postmark date of the aggrieved employee’s notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties.

48. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees, through Plaintiff Cisneros, may pursue a civil action arising under PAGA for violations of any provision other than those listed in Section 2699.5 after the following requirements have been met:

- 1 (a) The aggrieved employee or representative shall give written notice by
2 online filing with the LWDA and by certified mail to the employer of
3 the specific provisions of the California Labor Code alleged to have
4 been violated (other than those listed in Section 2699.5), including the
5 facts and theories to support the alleged violation.
- 6 (b) An aggrieved employee's notice filed with the LWDA pursuant to
7 2699.3(c) and any employer response to that notice shall be
8 accompanied by a filing fee of seventy-five dollars (\$75).
- 9 (c) The employer may cure the alleged violation within thirty-three (33)
10 calendar days of the postmark date of the notice sent by the aggrieved
11 employee or representative. The employer shall give written notice
12 within that period of time by certified mail to the aggrieved employee or
13 representative and by online filing with the LWDA if the alleged
14 violation is cured, including a description of actions taken, and no civil
15 action pursuant to Section 2699 may commence. If the alleged violation
16 is not cured within the 33-day period, the aggrieved employee may
17 commence a civil action pursuant to Section 2699.

18 49. On April 7, 2025, Plaintiff Cisneros provided written notice by online filing to
19 the LWDA and by Certified Mail to Defendants of the specific provisions of the California
20 Labor Code alleged to have been violated, including facts and theories to support the alleged
21 violations, in accordance with California Labor Code section 2699.3. Plaintiff Cisneros's
22 written notice was accompanied with the applicable filing fee of seventy-five dollars (\$75).
23 The LWDA PAGA Administrator confirmed receipt of Plaintiff Cisneros's written notice and
24 assigned Plaintiff Cisneros PAGA Case Number LWDA-CM-1090882-25. A true and correct
25 copy of Plaintiff Cisneros's written notice to the LWDA and Defendants is attached hereto as
26 "Exhibit 1."

27 50. As of the filing date of this complaint, over 65 days have passed since Plaintiff
28 Cisneros sent the notice described above to the LWDA, and the LWDA has not responded that

1 it intends to investigate Plaintiff Cisneros's claims and Defendants have not cured the
2 violations.

3 51. Thus, Plaintiff Cisneros has satisfied the administrative prerequisites under
4 California Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against
5 Defendants for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510,
6 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

7 52. Labor Code section 558(a) provides "[a]ny employer or other person acting on
8 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
9 provision regulating hours and days of work in any order of the Industrial Welfare
10 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
11 dollars (\$50) for each underpaid employee for each pay period for which the employee was
12 underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each
13 underpaid employee for each pay period for which the employee was underpaid" Labor
14 Code section 558(c) provides "[t]he civil penalties provided for in this section are in addition
15 to any other civil or criminal penalty provided by law."

16 53. Defendants, at all times relevant to this complaint, were employers or persons
17 acting on behalf of an employer(s) who violated Plaintiff Cisneros's and other aggrieved
18 employees' rights by violating various sections of the California Labor Code as set forth
19 above.

20 54. As set forth below, Defendants have violated numerous provisions of both the
21 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage
22 Order.

23 55. Pursuant to PAGA, and in particular, California Labor Code sections 1194.5,
24 2699(a), 2699(k), 2699.3(a), 2699.3(c), and 2699.5, and section 558, Plaintiff Cisneros, acting
25 in the public interest as a private attorney general, seeks assessment and collection of civil
26 penalties and injunctive relief for herself, all other aggrieved employees, and the State of
27 California against Defendants for violations of California Labor Code sections 201, 202, 204,
28 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

CLASS ACTION ALLEGATIONS

56. Plaintiffs bring this action on their own behalf, as well as on behalf of each and all other persons similarly situated, and thus seek class certification under California Code of Civil Procedure section 382.

57. All claims alleged herein arise under California law for which Plaintiffs seek relief authorized by California law.

58. Plaintiffs' proposed class consists of and is defined as follows:

All persons who worked for Defendants as non-exempt, hourly paid employees in California, within four years prior to the filing of the initial complaint until the date of trial ("Class").

59. Plaintiffs' proposed subclass consists of and is defined as follows:

All persons who worked for Defendants as non-exempt, hourly paid employees in California and who received at least one wage statement within one (1) year prior to the filing of the initial complaint until the date of trial ("Subclass").

60. Members of the Class and Subclass are referred to herein as "class members."

61. Plaintiffs reserve the right to redefine the Class and Subclass and to add additional subclasses as appropriate based on further investigation, discovery, and specific theories of liability.

62. There are common questions of law and fact as to class members that predominate over questions affecting only individual members, including, but not limited to:

- (a) Whether Defendants required Plaintiffs and class members to work over eight (8) hours per day, over twelve (12) hours per day, or over forty (40) hours per week and failed to pay all legally required overtime compensation to Plaintiffs and class members;
- (b) Whether Defendants failed to pay Plaintiffs and class members at least minimum wages for all hours worked;
- (c) Whether Defendants failed to provide Plaintiffs and class members meal periods;
- (d) Whether Defendants failed to authorize and permit Plaintiffs and class

- 1 members to take rest periods;
- 2 (e) Whether Defendants provided Plaintiffs and class members with
- 3 complete and accurate wage statements as required by California Labor
- 4 Code section 226(a);
- 5 (f) Whether Defendants maintained accurate payroll records as required by
- 6 California Labor Code section 1174(d);
- 7 (g) Whether Defendants failed to pay earned overtime wages, minimum
- 8 wages, and/or meal and rest period premiums due to Plaintiffs and class
- 9 members upon their discharge;
- 10 (h) Whether Defendants failed to timely pay overtime wages, minimum
- 11 wages, and/or meal and rest period premiums to Plaintiffs and class
- 12 members during their employment;
- 13 (i) Whether Defendants failed to reimburse Plaintiffs and class members
- 14 for necessary and required business-related expenditures and/or losses
- 15 incurred by them in the scope of their employment;
- 16 (j) Whether Defendants failed to provide written notice of information
- 17 material to Plaintiffs' and class members' employment with Defendants;
- 18 (k) Whether Defendants engaged in unlawful and unfair business practices
- 19 in violation of California Business & Professions Code sections 17200,
- 20 *et seq.*; and
- 21 (l) The appropriate amount of damages, restitution, or monetary penalties
- 22 resulting from Defendants' violations of California law.

23 63. There is a well-defined community of interest in the litigation and the class

24 members are readily ascertainable:

- 25 (a) Numerosity: The class members are so numerous that joinder of all
- 26 members would be unfeasible and impractical. The membership of the
- 27 entire class is unknown to Plaintiffs at this time; however, the class is
- 28 estimated to be greater than one hundred (100) individuals and the

identity of such membership is readily ascertainable by inspection of Defendants' employment records.

(b) Typicality: Plaintiffs are qualified to, and will, fairly and adequately protect the interests of each class member with whom they have a well-defined community of interest, and Plaintiffs' claims (or defenses, if any) are typical of all class members as demonstrated herein.

(c) Adequacy: Plaintiffs are qualified to, and will, fairly and adequately protect the interests of each class member with whom they have a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiffs acknowledge that they have an obligation to make known to the Court any relationship, conflicts or differences with any class member. Plaintiffs' attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiffs have incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

(d) Superiority: The nature of this action makes the use of class action adjudication superior to other methods. A class action will achieve economies of time, effort, and expense as compared with separate lawsuits, and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner and at the same time for the entire class.

(e) Public Policy Considerations: Employers in the State of California violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they believe their former employers might damage their future

endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights while simultaneously protecting their privacy.

FIRST CAUSE OF ACTION

Violation of California Labor Code §§ 510 and 1198—Unpaid Overtime

(Against all Defendants)

64. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

65. Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

66. California Labor Code section 1198 and the applicable IWC Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person’s regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

67. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiffs and class members working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time and one-half (1 ½) for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

68. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiffs and class members working more than twelve (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

1 69. California Labor Code section 510 codifies the right to overtime compensation
2 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
3 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the
4 seventh (7th) day of work, and to overtime compensation at twice the employee's regular rate
5 of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
6 in a day on the seventh (7th) day of work.

7 70. During the relevant time period, Defendants willfully failed to pay all overtime
8 wages owed to Plaintiffs and class members. During the relevant time period, Plaintiffs and
9 class members were not paid overtime premiums for all of the hours they worked in excess of
10 eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40)
11 hours in a week, because all hours worked were not recorded.

12 71. First, during the relevant time period, Defendants had, and continue to have, a
13 company-wide policy and/or practice of requiring Plaintiffs and class members to perform
14 work-related tasks off-the-clock before and after their scheduled shifts. For example, after
15 arriving to work in advance of their shifts, Plaintiff Panameno and class members were
16 required to perform tasks, such as finishing the laundering of sheets and towels, before
17 clocking in for their shifts. It was not possible for Plaintiff Panameno and class members to
18 complete tasks while on the clock because, on information and belief, Defendants
19 implemented a timekeeping system that would not permit Plaintiff Panameno and class
20 members to clock in more than seven (7) minutes before their scheduled shift-start times, so
21 that they were prevented from recording all time worked prior to the start of their scheduled
22 shifts.

23 72. As a further example, in order to complete their assigned tasks, at least twice
24 per week, Plaintiffs were required to continue working after they clocked out, but before they
25 could leave for the day. Plaintiffs would spend anywhere from 30 minutes to one (1) hour off-
26 the-clock laundering bedding and linens to ensure sufficient clean linens were available for
27 the following day's room bookings, time for which they were not paid. Thus, Defendants
28 failed to track all the time Plaintiffs and class members spent performing work-related tasks

1 outside of their scheduled shifts, and Plaintiffs and class members received no compensation
2 for this time.

3 73. Second, upon information and belief, Defendants had, and continue to have, a
4 company-wide policy and/or practice of understaffing their hotel locations while assigning
5 heavy workloads, including pressuring employees to keep up with strict time constraints for
6 completing room turnovers. Specifically, upon information and belief, Defendants' office
7 staff were responsible for creating employee schedules and based staffing levels for a given
8 day on the number of booked rooms. However, because room bookings fluctuated after
9 schedules were released, employees were frequently left shorthanded and understaffed,
10 forcing Plaintiffs and class members to take on additional work duties. Defendants' policies
11 and/or practices resulted in a failure to provide Plaintiffs and class members with adequate
12 meal period coverage. Moreover, Defendants had a practice of failing to adhere to a schedule
13 for meal periods, which further caused Plaintiffs and class members to not be relieved of their
14 duties for compliant meal periods.

15 74. As a result, Plaintiffs and class members were not afforded uninterrupted thirty
16 (30) minute meal periods during shifts in which they were entitled to receive meal periods.
17 For example, at least 2-3 times per week, Plaintiffs were required to work through their meal
18 periods due to understaffing and pressure to meet Defendants' strict time constraints for
19 completing room turnovers, particularly during the peak checkout period. Additionally,
20 Plaintiff Cisneros's meal periods were sometimes interrupted because a guest had arrived
21 early for check-in, while Plaintiff Cisneros was taking her meal period, often requiring
22 Plaintiff Cisneros to cut short her meal period and return to work to complete a room turnover.
23 Thus, Plaintiffs and class members worked through meal periods and/or had meal periods cut
24 short or interrupted in order to handle their workloads and meet guest demand. Defendants
25 did not compensate Plaintiffs and class members for the time they spent working off-the-clock
26 during meal periods.

27 75. Third, Defendants required Plaintiffs and class members to use their company-
28 issued walkie-talkies to communicate with supervisors and coworkers at all times, including

1 during unpaid meal periods. Defendants expected that Plaintiffs and class members promptly
2 respond to calls at all times to discuss work-related matters. For example, during Plaintiff
3 Cisneros's meal periods, Defendants' front desk staff would contact Plaintiff Cisneros on her
4 company-issued walkie-talkie to inform her of guests arriving at the property for check-in, but
5 did not compensate her for this time. Defendants knew or should have known that Plaintiff
6 Cisneros and class members were being made to respond to management while off-the-clock
7 and during meal periods in order to meet Defendants' expectations, but failed to compensate
8 them for this time worked.

9 76. Fourth, on information and belief, because Defendants frowned upon
10 employees accruing meal period premiums, Defendants' management pressured employees to
11 clock out for meal periods, even when they did not receive a compliant meal period, in order
12 to strictly limit meal period premiums that Defendants would otherwise owe. For example,
13 Plaintiff Cisneros would clock out for her meal period but would continue working through
14 her unpaid meal period, out of fear of being disciplined by Defendants. Thus, Defendants did
15 not record all hours worked during meal periods, and Plaintiff Cisneros and class members
16 performed work during meal periods for which they were not paid.

17 77. Defendants knew or should have known that as a result of these company-wide
18 practices and/or policies, Plaintiffs and class members were performing their assigned duties
19 off-the-clock before and after their scheduled shifts and during meal periods, and were
20 suffered or permitted to perform work for which they were not paid. Because Plaintiffs and
21 class members sometimes worked shifts of eight (8) hours a day or more or forty (40) hours a
22 week or more, some of this off-the-clock work qualified for overtime premium pay.
23 Therefore, Plaintiffs and class members were not paid overtime wages for all of the overtime
24 hours they actually worked.

25 78. Defendants' failure to pay Plaintiffs and class members the balance of overtime
26 compensation as required by California law, violates the provisions of California Labor Code
27 sections 510 and 1198. Pursuant to California Labor Code section 1194, Plaintiffs and class
28 members are entitled to recover from Defendants their unpaid overtime compensation, as well

as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198—Unpaid Minimum Wages (Against all Defendants)

79. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

80. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 5-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code Regs. Tit. 8, § 11050(2)(M) (defining "Hours Worked").

81. First, as set forth above, Defendants had and continue to have, company-wide policies and/or practices of requiring Plaintiffs and class members to perform work-related tasks while off-the-clock. As stated, Plaintiff Panameno and class members were required to perform work-related tasks before clocking in for their shifts, but were unable to record this time worked because Defendants' timekeeping system did not permit employees to clock in until seven (7) minutes prior to their scheduled shift start-times. As a further example, as stated, Plaintiffs were required to spend time laundering bedding and linens after they had clocked out, but before they could leave for the day, time for which they were not paid. As a result, Defendants failed to track this time that Plaintiffs and class members spent working off-the-clock, and thus, Plaintiffs and class members received no compensation for this time.

82. Second, as set forth above, due to Defendants' company-wide policies and/or practices of understaffing their hotel locations while assigning heavy workloads, which included pressuring employees to keep up with strict time constraints for completing room turnovers, failing to adhere to a schedule for meal periods, and/or requiring employees to

1 carry a company-issued walkie-talkie to respond to calls from supervisors and coworkers at all
2 times, Plaintiffs and class members were impeded from taking all uninterrupted meal periods
3 to which they were entitled and were required to work off-the-clock during meal periods, have
4 their meal periods interrupted, and/or were otherwise not relieved of all duties during unpaid
5 meal periods. Moreover, as stated, on information and belief, in order to limit meal period
6 premiums that Defendants would otherwise owe, Defendants pressured Plaintiff Cisneros and
7 class members to clock out for meal periods, even when meal periods were missed, short,
8 and/or interrupted. Thus, Defendants systematically failed to pay Plaintiffs and class
9 members for all hours worked during unpaid meal periods because these hours were not
10 always correctly recorded.

11 83. Defendants did not pay minimum wages for all hours worked by Plaintiffs and
12 class members. To the extent that these off-the-clock hours did not qualify for overtime
13 premium payment, Defendants did not pay at least minimum wages for those hours worked
14 off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and
15 1198.

16 84. Defendants' failure to pay Plaintiffs and class members minimum wages
17 violates California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to
18 California Labor Code section 1194.2, Plaintiffs and class members are entitled to recover
19 from Defendants liquidated damages in an amount equal to the wages unlawfully unpaid and
20 interest thereon.

21 **THIRD CAUSE OF ACTION**

22 **Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198—Meal Period**

23 **Violations**

24 **(Against all Defendants)**

25 85. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
26 and every allegation set forth above.

27 86. At all relevant times herein set forth, California Labor Code section 512(a)
28 provides that an employer may not require, cause, or permit an employee to work for a period

1 of more than five (5) hours per day without providing the employee with a meal period of not
2 less than thirty (30) minutes, except that if the total work period per day of the employee is
3 not more than six (6) hours, the meal period may be waived by mutual consent of both the
4 employer and the employee. Under California law, first meal periods must start after no more
5 than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

6 87. At all relevant times herein set forth, California Labor Code sections 226.7,
7 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
8 meal period mandated by an applicable order of the IWC.

9 88. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a) and
10 the applicable IWC Wage Order also require employers to provide a second meal period of
11 not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an
12 employee one (1) additional hour of pay at the employee's regular rate, except that if the total
13 hours worked is no more than twelve (12) hours, the second meal period may be waived by
14 mutual consent of the employer and the employee only if the first meal period was not waived.

15 89. First, during the relevant time period, as stated, Defendants had, and continue
16 to have, company-wide policies and/or practices of understaffing while assigning heavy
17 workloads, including pressuring employees to keep up with strict time constraints for
18 completing room turnovers. As also stated, upon information and belief, Defendants' office
19 staff were responsible for creating employee schedules and based staffing levels for a given
20 day on the number of booked rooms. However, because room bookings fluctuated after the
21 work schedules were released, employees were frequently left shorthanded and understaffed,
22 forcing Plaintiffs and class members to take on additional work duties. Defendants' policies
23 and/or practices resulted in a failure to provide Plaintiffs and class members with adequate
24 meal period coverage and prevented Plaintiffs and class members from taking all timely,
25 uninterrupted meal periods to which they were entitled. Moreover, as stated, Defendants
26 failed to adhere to a schedule for meal periods, which further caused Plaintiffs and class
27 members to not be relieved of their duties for compliant meal periods.

28 90. Second, as stated, Defendants had a policy and/or practice of requiring that

1 Plaintiffs and class members carry their company-issued walkie-talkies at all times and
2 promptly respond to calls from supervisors and coworkers, even during meal periods. For
3 example, as stated, Defendants' front desk staff interrupted Plaintiffs' meal periods by
4 contacting them on their company-issued walkie-talkies to inform them of guests arriving at
5 the property for check-in.

6 91. As a result, Plaintiffs and class members had to work through all or part of their
7 meal periods, had their meal periods interrupted, and/or had to wait extended periods of time
8 before taking meal periods. For example, as stated, at least 2-3 times per week, Plaintiffs
9 missed their meal periods due to understaffing and pressure to meet Defendants' strict time
10 constraints for completing room turnovers, particularly during the peak checkout period. As
11 also stated, Plaintiffs' meal periods were interrupted by Defendants' front desk staff alerting
12 them over the radio that a guest had arrived early for check-in, often requiring Plaintiffs to cut
13 short their meal periods and return to work to finish turning over a guest room. Further,
14 Plaintiffs took their meal periods late, after the fifth hour of work, due to the lack of meal
15 period coverage and heavy workload. Thus, Defendants failed to provide Plaintiffs and class
16 members with compliant, 30-minute meal periods.

17 92. Third, as stated, because Defendants frowned upon employees accruing meal
18 period premiums, Defendants' management pressured employees to clock out for meal
19 periods, regardless of whether they had received a compliant meal period or not, in order to
20 strictly limit the meal period premiums that would need to be paid by Defendants. For
21 example, as stated, Plaintiff Cisneros would clock out for her meal period but would then
22 work through her meal period, out of fear of being disciplined by Defendants. Plaintiffs and
23 class members did not sign valid meal period waivers on days that they were entitled to meal
24 periods and were not relieved of all duties.

25 93. At all times herein mentioned, Defendants knew or should have known that, as
26 a result of these policies, Plaintiffs and class members were prevented from being relieved of
27 all duties and were required to perform some of their assigned duties during meal periods.
28 Defendants further knew or should have known that Defendants did not pay Plaintiffs and

1 class members all meal period premiums when meal periods were late, missed, shortened, or
2 interrupted.

3 94. Furthermore, Defendants engaged in a company-wide practice and/or policy of
4 not paying all meal period premiums owed when compliant meal periods were not provided.
5 Because of this practice and/or policy, Plaintiffs and class members have not received
6 premium pay for missed, late, and interrupted meal periods. As a result, Defendants failed to
7 provide Plaintiffs and class members compliant meal periods in violation of California Labor
8 Code sections 226.7, 512(a), and 516 and failed to pay the full meal period premiums due.

9 95. Defendants' conduct violates the applicable IWC Wage Order, and California
10 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiffs and class members are therefore
11 entitled to recover from Defendants one (1) additional hour of pay at the employee's regular
12 rate of compensation for each work day that the meal period was not provided.

13 **FOURTH CAUSE OF ACTION**

14 **Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations** 15 **(Against all Defendants)**

16 96. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
17 and every allegation set forth above.

18 97. At all relevant times herein set forth, the applicable IWC Wage Order and
19 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiffs' and class
20 members' employment by Defendants.

21 98. At all relevant times, the applicable IWC Wage Order provides that "[e]very
22 employer shall authorize and permit all employees to take rest periods, which insofar as
23 practicable shall be in the middle of each work period" and that the "rest period time shall be
24 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
25 hours or major fraction thereof" unless the total daily work time is less than three and one-half
26 (3 ½) hours.

27 99. At all relevant times, California Labor Code section 226.7 provides that no
28 employer shall require an employee to work during any rest period mandated by an applicable

1 order of the California IWC. To comply with its obligation to authorize and permit rest
2 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
3 employer must “relinquish any control over how employees spend their break time, and
4 relieve their employees of all duties—including the obligation that an employee remain on
5 call. A rest period, in short, must be a period of rest.” *Augustus v. ABM Security Services,*
6 *Inc.*, 2 Cal. 5th 257, 273 (2016). Pursuant to the applicable IWC Wage Order and California
7 Labor Code section 226.7(c), Plaintiffs and class members are entitled to recover from
8 Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a
9 required rest period was not authorized and permitted.

10 100. During the relevant time period, Defendants regularly failed to authorize and
11 permit Plaintiffs and class members to take a ten (10) minute rest period per each four (4)
12 hour period worked or major fraction thereof. As with meal periods, Defendants’ company-
13 wide policies and practices of understaffing while assigning heavy workloads resulted in a
14 lack of rest period coverage and prevented Plaintiffs and class members from being relieved
15 of all duty in order to take compliant rest periods. Defendants also failed to schedule rest
16 periods at all, which, coupled with Defendants’ failure to provide adequate rest period
17 coverage, further led to Plaintiffs and class members not being authorized and permitted to
18 take rest periods.

19 101. Furthermore, on information and belief, Defendants maintained a company-
20 wide on-premises rest period policy, which effectively required that Plaintiffs and/or class
21 members remain on Defendants’ premises during their rest periods. Because Plaintiffs and/or
22 class members were restricted from leaving the premises during rest periods, they were denied
23 the ability to use their rest periods freely for their own purposes, such as running personal
24 errands. Thus, Defendants effectively maintained control over Plaintiffs and/or class members
25 during rest periods.

26 102. As a result of Defendants’ practices and policies, Plaintiffs and class members
27 worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without
28 receiving all uninterrupted 10-minute rest periods to which they were entitled. For example,

1 Plaintiffs had to forgo their rest periods due to the heavy workload and Defendants' failure to
2 schedule rest periods for employees.

3 103. Defendants have also engaged in a systematic, company-wide practice and/or
4 policy of not paying rest period premiums owed when rest periods are not authorized and
5 permitted. Because of this practice and/or policy, Plaintiffs and class members have not
6 received premium pay for all missed rest periods. As a result, Defendants denied Plaintiffs
7 and class members rest periods and failed to pay them rest period premiums due, in violation
8 of Labor Code sections 226.7 and 516, and the applicable IWC Wage Order.

9 104. Defendants' conduct violates the applicable IWC Wage Order and California
10 Labor Code sections 226.7, 516, and 1198. Plaintiffs and class members are therefore entitled
11 to recover from Defendants one (1) additional hour of pay at the employee's regular rate of
12 compensation for each work day that a compliant rest period was not authorized and
13 permitted.

14 **FIFTH CAUSE OF ACTION**

15 **Violation of California Labor Code §§ 226(a), 1174(d), and 1198—Non-Compliant Wage** 16 **Statements and Failure to Maintain Accurate Payroll Records** 17 **(Against all Defendants)**

18 105. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
19 and every allegation set forth above.

20 106. At all relevant times herein set forth, California Labor Code section 226(a)
21 provides that every employer shall furnish each of his or her employees an accurate and
22 complete itemized wage statement in writing, including, but not limited to, the name and
23 address of the legal entity that is the employer, the inclusive dates of the pay period, total
24 hours worked, and all applicable rates of pay.

25 107. At all relevant times, Defendants have knowingly and intentionally provided
26 Plaintiffs and Subclass members with uniform, incomplete, and inaccurate wage statements.
27 For example, Defendants issued uniform wage statements to Plaintiffs and Subclass members
28 that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all

1 applicable hourly rates in effect during the pay period, including rates of pay for overtime
2 wages, and the corresponding number of hours worked at each hourly rate. Specifically,
3 Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

4 108. Because Defendants did not accurately record the time Plaintiffs and Subclass
5 members spent working off-the-clock and deducted time from their records for meal periods
6 that were interrupted and/or missed (and therefore time for which they should have been paid),
7 Defendants did not list the correct amount of gross wages and net wages earned by Plaintiffs
8 and Subclass members in compliance with sections 226(a)(1) and 226(a)(5). For the same
9 reason, Defendants failed to accurately list the total number of hours worked by Plaintiffs and
10 Subclass members in violation of section 226(a)(2), and failed to list the applicable hourly
11 rates of pay in effect during the pay period and corresponding accurate number of work hours
12 worked at each hourly rate in violation of section 226(a)(9).

13 109. The wage statement deficiencies also include, without limitation, failing to list
14 the number of piece-rate units earned and any applicable piece rate if the employee is paid on
15 a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period
16 for which employees were paid; failing to list the name of the employee and only the last four
17 digits of his or her social security number or an employee identification number other than a
18 social security number; failing to list the name and address of the legal entity that is the
19 employer; and/or failing to state all hours worked as a result of not recording or stating hours
20 worked off-the-clock.

21 110. California Labor Code section 1174(d) provides that “[e]very person employing
22 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
23 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
24 plants or establishments at which employees are employed, payroll records showing the hours
25 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
26 applicable piece rate paid to, employees employed at the respective plants or
27 establishments” At all relevant times, and in violation of Labor Code section 1174(d),
28 Defendants willfully failed to maintain accurate payroll records for Plaintiffs and Subclass

1 members showing the daily hours they worked and the wages paid thereto as a result of failing
2 to record the off-the-clock hours that they worked.

3 111. California Labor Code section 1198 provides that the maximum hours of work
4 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
5 set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he
6 employment of any employees for longer hours than those fixed by the order or under
7 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
8 Wage Order, employers are required to keep accurate time records showing when the
9 employee begins and ends each work period and meal period. During the relevant time
10 period, Defendants engaged in company-wide practices and/or policies of failing to record
11 actual hours worked, and thereby failed to keep accurate records of work period and meal
12 period start and end times for Plaintiffs and Subclass members, in violation of section 1198.

13 112. Plaintiffs and Subclass members are entitled to recover from Defendants the
14 greater of their actual damages caused by Defendants’ failure to comply with California Labor
15 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per
16 employee.

17 **SIXTH CAUSE OF ACTION**

18 **Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid Upon** 19 **Termination** 20 **(Against all Defendants)**

21 113. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
22 and every allegation set forth above.

23 114. This cause of action is dependent upon, and wholly derivative of, the overtime
24 wages, minimum wages, and/or meal and rest period premiums that were not timely paid to
25 Plaintiffs and those class members no longer employed by Defendants upon their termination.

26 115. At all times relevant herein set forth, Labor Code sections 201 and 202 provide
27 that if an employer discharges an employee, the wages earned and unpaid at the time of
28 discharge are due and payable immediately, and that if an employee voluntarily leaves his or

1 her employment, his or her wages shall become due and payable not later than seventy-two
2 (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of
3 his or her intention to quit, in which case the employee is entitled to his or her wages at the
4 time of quitting.

5 116. Defendants willfully failed to pay Plaintiffs and class members who are no
6 longer employed by Defendants the earned and unpaid wages set forth above, including but
7 not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either
8 at the time of discharge, or within seventy-two (72) hours of their leaving Defendants'
9 employ.

10 117. Defendants' failure to pay Plaintiffs and class members who are no longer
11 employed by Defendants their wages earned and unpaid at the time of discharge, or within
12 seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code sections 201
13 and 202. Plaintiffs and class members are therefore entitled to recover from Defendants the
14 statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a
15 thirty (30) day maximum pursuant to California Labor Code section 203.

16 SEVENTH CAUSE OF ACTION

17 Violation of California Labor Code § 204—Failure to Timely Pay Wages During 18 Employment 19 (Against all Defendants)

20 118. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
21 and every allegation set forth above.

22 119. This cause of action is dependent upon, and wholly derivative of, the overtime
23 wages, minimum wages, and/or meal and rest period premiums that were not timely paid to
24 Plaintiffs and class members during their employment.

25 120. At all times relevant herein set forth, Labor Code section 204 provides that all
26 wages earned by any person in any employment between the first (1st) and the fifteenth (15th)
27 days, inclusive, of any calendar month, other than those wages due upon termination of an
28 employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of

1 the month during which the labor was performed. Labor Code section 204 further provides
2 that all wages earned by any person in any employment between the sixteenth (16th) and the
3 last day, inclusive, of any calendar month, other than those wages due upon termination of an
4 employee, are due and payable between the first (1st) and the tenth (10th) day of the following
5 month.

6 121. At all times relevant herein, Labor Code section 204 provides that all wages
7 earned for labor in excess of the normal work period shall be paid no later than the payday for
8 the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section
9 204 provides that the requirements of this section are deemed satisfied by the payment of
10 wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than
11 seven (7) calendar days following the close of the payroll period.

12 122. During the relevant time period, Defendants willfully failed to pay Plaintiffs
13 and class members all wages due including, but not limited to, overtime wages, minimum
14 wages, and/or meal and rest period premiums, within the time periods specified by California
15 Labor Code section 204.

16 123. Defendants' failure to pay Plaintiffs and class members all wages due violates
17 Labor Code section 204. Plaintiffs and class members are therefore entitled to recover from
18 Defendants the statutory penalty wages pursuant to California Labor Code section 210.

19 **EIGHTH CAUSE OF ACTION**

20 **Violation of California Labor Code § 2802—Unpaid Business-Related Expenses** 21 **(Against all Defendants)**

22 124. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
23 and every allegation set forth above.

24 125. At all times herein set forth, California Labor Code section 2802 provides that
25 an employer must reimburse employees for all necessary expenditures and losses incurred by
26 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
27 to prevent employers from passing off their cost of doing business and operating expenses on
28 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144

(2014). The applicable wage order, IWC Wage Order No. 5-2001, provides that: “[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.”

126. During the relevant time period, Defendants, on a company-wide basis, required that Plaintiffs and class members use their own personal vehicles to run company errands. For example, when Defendants’ company-issued golf carts were out of service, Plaintiff Cisneros was required to use her personal vehicle to travel across Defendants’ SCP Mendocino Coast Lodge premises several times throughout her shifts, which could be up to seven (7) miles per day. As a further example, Plaintiff Panameno was required to use her personal vehicle to drive to nearby grocery stores to purchase supplies for work, including bleach, soap, and coffee filters, traveling approximately 1.5 miles roundtrip each instance. Although Defendants required Plaintiffs and class members to utilize their personal vehicles to carry out their work-related responsibilities, Defendants failed to reimburse them for their mileage or travel expenses.

127. Additionally, during the relevant time period, Defendants, on a company-wide basis, required Plaintiff Panameno and class members to use their personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties but failed to fully reimburse them for the costs of their work-related mobile device and/or mobile data expenses. For example, Plaintiff Panameno was required to use her personal cellular phone to call Defendants’ management (who did not carry company-issued walkie-talkies) regarding work-related matters, such as discussing inventory, or to assign work duties to other housekeeping staff. Although Defendants required Plaintiff Panameno and class members to use their personal mobile devices and/or mobile data to carry out their work-related duties, Defendants failed to reimburse them for their costs incurred.

128. Defendants could have provided Plaintiffs and class members with the actual

1 equipment for use on the job, such as company vehicles and/or company mobile devices; or,
2 Defendants could have reimbursed employees for the their mileage, travel, and/or mobile
3 device usage. Instead, Defendants passed these operating costs onto Plaintiffs and class
4 members. At all relevant times, Plaintiffs did not earn at least two (2) times the minimum
5 wage.

6 129. Defendants' company-wide policy and/or practice of not reimbursing
7 employees for expenses necessarily incurred and passing on their operating costs to Plaintiffs
8 and class members violates California Labor Code section 2802. Defendants have
9 intentionally and willfully failed to reimburse Plaintiffs and class members for necessary
10 business-related expenses and costs.

11 130. Pursuant to California Labor Code section 2802, Plaintiffs and class members
12 are entitled to recover from Defendants their business-related expenses incurred during the
13 course and scope of their employment, plus interest, costs, and attorneys' fees.

14 **NINTH CAUSE OF ACTION**

15 **For Civil Penalties Pursuant to California Labor Code §§ 2698, *et seq.***

16 **(Against all Defendants)**

17 131. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
18 and every allegation set forth above.

19 132. California Labor Code sections 2698, *et seq.* permit Plaintiff Cisneros to
20 recover civil penalties for the violation(s) of the Labor Code sections enumerated in Labor
21 Code section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 1174(d),
22 and 1198. Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff
23 Cisneros, to recover civil penalties for violations of those Labor Code sections not found in
24 section 2699.5, including sections 226(a), 226.7, 510, 512(a), 516, 1182.12, 1194, 1197,
25 1197.1, and 2802.

26 133. Defendants' conduct, as alleged herein, violates numerous sections of the
27 California Labor Code, including, but not limited to, the following:

28 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC

1 Wage Order for Defendants' failure to compensate Plaintiff Cisneros
2 and other aggrieved employees with all required overtime pay, as
3 alleged herein;

4 (b) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and
5 1198, and the applicable IWC Wage Order for Defendants' failure to
6 compensate Plaintiff Cisneros and other aggrieved employees with at
7 least minimum wages for all hours worked, as alleged herein;

8 (c) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
9 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
10 Cisneros and other aggrieved employees with meal periods, as alleged
11 herein;

12 (d) Violation of Labor Code sections 226.7, 516, and 1198, and the
13 applicable IWC Wage Order for Defendants' failure to authorize and
14 permit Plaintiff Cisneros and other aggrieved employees to take rest
15 periods, as alleged herein;

16 (e) Violation of Labor Code sections 226(a) and 1198, and the applicable
17 IWC Wage Order for failure to provide accurate and complete wage
18 statements to Plaintiff Cisneros and other aggrieved employees, as
19 alleged herein;

20 (f) Violation of Labor Code sections 1174(d) and 1198, and the applicable
21 IWC Wage Order for failure to maintain payroll records, as alleged
22 herein;

23 (g) Violation of Labor Code sections 201 and 202 for failure to pay all
24 earned wages upon termination, as alleged herein;

25 (h) Violation of Labor Code section 204 for failure to pay all earned wages
26 during employment, as alleged herein; and

27 (i) Violation of Labor Code section 2802 for failure to reimburse Plaintiff
28 Cisneros and other aggrieved employees for all business expenses

1 necessarily incurred, as alleged herein.

2 134. Therefore, Plaintiff Cisneros and other aggrieved employees are entitled to
3 recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (k).

4 **TENTH CAUSE OF ACTION**

5 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

6 **Unlawful Business Practices**

7 **(Against all Defendants)**

8 135. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
9 and every allegation set forth above.

10 136. Defendants are “persons” as defined by California Business & Professions
11 Code section 17201, as they are corporations, firms, partnerships, joint stock companies,
12 and/or associations.

13 137. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,
14 unlawful and harmful to Plaintiffs, class members, and to the general public. Plaintiffs have
15 suffered injury in fact and has lost money as a result of Defendants’ unlawful business
16 practices. Plaintiffs seek to enforce important rights affecting the public interest within the
17 meaning of Code of Civil Procedure section 1021.5.

18 138. Defendants’ activities, as alleged herein, are violations of California law, and
19 constitute unlawful business acts and practices in violation of California Business &
20 Professions Code sections 17200, *et seq.*

21 139. A violation of California Business & Professions Code sections 17200, *et seq.*
22 may be predicated on the violation of any state or federal law. In the instant case, Defendants’
23 policies and practices have violated state law in at least the following respects:

- 24 (a) Requiring non-exempt, hourly paid employees, including Plaintiffs and
25 class members, to work overtime without paying them proper
26 compensation in violation of California Labor Code sections 510 and
27 1198, and the applicable IWC Wage Order, as alleged herein;
28 (b) Failing to pay at least minimum wage to Plaintiffs and class members in

violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage Order, as alleged herein;

(c) Failing to provide all meal periods to Plaintiffs and class members in violation of California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order, as alleged herein;

(d) Failing to authorize and permit Plaintiffs and class members to take all rest periods in violation of California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order, as alleged herein;

(e) Failing to provide Plaintiffs and class members with accurate wage statements and failing to maintain accurate payroll records in violation of California Labor Code sections 226(a), 1174(d), and 1198, and the applicable IWC Wage Order, as alleged herein;

(f) Failing timely to pay all earned wages to Plaintiffs and class members in violation of California Labor Code section 204, as alleged herein;

(g) Failing to reimburse Plaintiffs and class members for all business expenses necessarily incurred in violation of California Labor Code section 2802, as alleged herein; and

(h) Failing to provide written notice of information material to Plaintiffs' and class members' employment with Defendants in violation of California Labor Code section 2810.5(a)(1)(A)-(C), as set forth below.

140. At all relevant times herein, California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees containing basic and material payroll information, including, among other things, the rate(s) of pay and basis

thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Labor Code § 2810.5(a)(1)(A)-(C).

141. At all relevant times, on information and belief, Defendants failed, on a company-wide basis, to provide written notice to Plaintiffs and class members that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Defendants' failure to provide Plaintiffs and class members with written notice of basic information regarding their employment with Defendants is in violation of California Labor Code section 2810.5.

142. As a result of the violations of California law herein described, Defendants unlawfully gained an unfair advantage over other businesses. Plaintiffs and class members have suffered pecuniary loss by Defendants' unlawful business acts and practices alleged herein.

143. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiffs and class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of the initial complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiffs and class members; and an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

ELEVENTH CAUSE OF ACTION

Violation of California Business & Professions Code §§ 17200, *et seq.* –

Unfair Business Practices

(Against all Defendants)

144. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

145. Defendants are "persons" as defined by California Business & Professions Code section 17201, as they are corporations, firms, partnerships, joint stock companies, and/or associations.

1 146. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,
2 and harmful to Plaintiff, class members, and to the general public. Plaintiffs have suffered
3 injury in fact and has lost money as a result of Defendants’ unfair business practices.
4 Plaintiffs seek to enforce important rights affecting the public interest within the meaning of
5 Code of Civil Procedure section 1021.5.

6 147. Defendants’ activities, namely Defendants’ company-wide practice and/or
7 policy of not paying Plaintiffs and class members all meal and rest period premiums due to
8 them under Labor Code section 226.7, deprived Plaintiffs and class members of the
9 compensation guarantee and enhanced enforcement implemented by section 226.7. The
10 statutory remedy provided by section 226.7 is a “‘dual-purpose’ remedy intended primarily to
11 compensate employees, and secondarily to shape employer conduct.” *Safeway, Inc. v.*
12 *Superior Court*, 238 Cal. App 4th 1138, 1149 (2015). The statutory benefits of section 226.7
13 were guaranteed to Plaintiffs and class members as part of their employment with Defendants,
14 and thus Defendants’ practice and/or policy of denying these statutory benefits constitutes an
15 unfair business practice in violation of California Business & Professions Code sections
16 17200, *et seq.* (*Id.*)

17 148. A violation of California Business & Professions Code sections 17200, *et seq.*
18 may be predicated on any unfair business practice. In the instant case, Defendants’ policies
19 and practices have violated the spirit of California’s meal and rest period laws and constitute
20 acts against the public policy behind these laws.

21 149. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
22 Plaintiffs and class members are entitled to restitution for the class-wide loss of the statutory
23 benefits implemented by section 226.7 withheld and retained by Defendants during a period
24 that commences four years prior to the filing of the initial complaint; a permanent injunction
25 requiring Defendants to pay all statutory benefits implemented by section 226.7 due to
26 Plaintiffs and class members; an award of attorneys’ fees pursuant to California Code of Civil
27 Procedure section 1021.5 and other applicable laws; and an award of costs.

28 //

1 **REQUEST FOR JURY TRIAL**

2 Plaintiffs request a trial by jury.

3 **PRAYER FOR RELIEF**

4 Plaintiffs, on behalf of all others similarly situated, pray for relief and judgment
5 against Defendants, jointly and severally, as follows:

6 1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in
7 excess of twenty-five thousand dollars (\$25,000), exclusive of interest and costs. Plaintiffs
8 reserve the right to amend their prayer for relief to seek a different amount.

9 **Class Certification**

10 2. That this case be certified as a class action;

11 3. That Plaintiffs be appointed as the representatives of the Class and Subclass;

12 4. That counsel for Plaintiffs be appointed as class counsel.

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

14 5. That the Court declare, adjudge, and decree that Defendants violated California
15 Labor Code sections 510 and 1198, and the applicable IWC Wage Order by willfully failing to
16 pay all overtime wages due to Plaintiffs and class members;

17 6. For general unpaid wages at overtime wage rates and such general and special
18 damages as may be appropriate;

19 7. For pre-judgment interest on any unpaid overtime compensation commencing
20 from the date such amounts were due, or as otherwise provided by law;

21 8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
22 California Labor Code section 1194(a); and

23 9. For such other and further relief as the Court may deem equitable and
24 appropriate.

25 **As to the Second Cause of Action**

26 10. That the Court declare, adjudge and decree that Defendants violated California
27 Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage
28 Order by willfully failing to pay minimum wages to Plaintiffs and class members;

1 11. For general unpaid wages and such general and special damages as may be
2 appropriate;

3 12. For pre-judgment interest on any unpaid compensation from the date such
4 amounts were due, or as otherwise provided by law;

5 13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
6 California Labor Code section 1194(a);

7 14. For liquidated damages pursuant to California Labor Code section 1194.2; and

8 15. For such other and further relief as the Court may deem equitable and
9 appropriate.

10 **As to the Third Cause of Action**

11 16. That the Court declare, adjudge, and decree that Defendants violated California
12 Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order by
13 willfully failing to provide all meal periods to Plaintiffs and class members;

14 17. That the Court make an award to the Plaintiffs and class members of one (1)
15 hour of pay at each employee's regular rate of pay for each workday that a meal period was
16 not provided;

17 18. For all actual, consequential, and incidental losses and damages, according to
18 proof;

19 19. For premiums pursuant to California Labor Code section 226.7(c);

20 20. For pre-judgment interest on any unpaid meal period premiums from the date
21 such amounts were due, or as otherwise provided by law;

22 21. For attorneys' fees pursuant to California Code of Civil Procedure section
23 1021.5, or as otherwise provided by law; and

24 22. For such other and further relief as the Court may deem equitable and
25 appropriate.

26 **As to the Fourth Cause of Action**

27 23. That the Court declare, adjudge and decree that Defendants violated California
28 Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order by willfully

1 failing to authorize and permit Plaintiffs and class members to take all rest periods;

2 24. That the Court make an award to the Plaintiffs and class members of one (1)
3 hour of pay at each employee's regular rate of pay for each workday that a rest period was not
4 authorized and permitted;

5 25. For all actual, consequential, and incidental losses and damages, according to
6 proof;

7 26. For premiums pursuant to California Labor Code section 226.7(c);

8 27. For pre-judgment interest on any unpaid rest period premiums from the date
9 such amounts were due, or as otherwise provided by law;

10 28. For attorneys' fees pursuant to California Code of Civil Procedure section
11 1021.5, or as otherwise provided by law; and

12 29. For such other and further relief as the Court may deem equitable and
13 appropriate.

14 **As to the Fifth Cause of Action**

15 30. That the Court declare, adjudge and decree that Defendants violated the
16 recordkeeping provisions of California Labor Code section 226(a) and the applicable IWC
17 Wage Order as to Plaintiffs and Subclass members, and willfully failed to provide accurate
18 itemized wage statements thereto;

19 31. For all actual, consequential, and incidental losses and damages, according to
20 proof;

21 32. For injunctive relief pursuant to California Labor Code section 226(h);

22 33. For statutory penalties pursuant to California Labor Code section 226(e);

23 34. For attorneys' fees and costs pursuant to California Labor Code section
24 226(e)(1); and

25 35. For such other and further relief as the Court may deem equitable and
26 appropriate.

27 **As to the Sixth Cause of Action**

28 36. That the Court declare, adjudge and decree that Defendants violated California

1 Labor Code sections 201 and 202 by willfully failing to pay overtime wages, minimum wages,
2 and/or meal and rest period premiums owed at the time of termination of the employment of
3 Plaintiffs and other terminated class members;

4 37. For all actual, consequential and incidental losses and damages, according to
5 proof;

6 38. For waiting time penalties according to proof pursuant to California Labor
7 Code section 203 for all employees who have left Defendants' employ;

8 39. For pre-judgment interest on any unpaid wages from the date such amounts
9 were due, or as otherwise provided by law;

10 40. For attorneys' fees pursuant to California Code of Civil Procedure section
11 1021.5, or as otherwise provided by law; and

12 41. For such other and further relief as the Court may deem equitable and
13 appropriate.

14 **As to the Seventh Cause of Action**

15 42. That the Court declare, adjudge and decree that Defendants violated California
16 Labor Code section 204 by willfully failing to timely pay Plaintiffs and class members
17 overtime wages, minimum wages, and/or meal and rest period premiums during their
18 employment;

19 43. For all actual, consequential and incidental losses and damages, according to
20 proof;

21 44. For statutory penalties according to proof pursuant to California Labor Code
22 section 210;

23 45. For pre-judgment interest on any unpaid wages from the date such amounts
24 were due, or as otherwise provided by law;

25 46. For attorneys' fees pursuant to California Code of Civil Procedure section
26 1021.5, or as otherwise provided by law; and

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

As to the Eighth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 2802 by willfully failing to reimburse and/or indemnify all business-related expenses and costs incurred by Plaintiffs and class members;

49. For unpaid business-related expenses and such general and special damages as may be appropriate;

50. For pre-judgment interest on any unpaid business-related expenses from the date such amounts were due pursuant to California Labor Code section 2802(b), or as otherwise provided by law;

51. For all actual, consequential, and incidental losses and damages, according to proof;

52. For attorneys' fees and costs pursuant to California Labor Code section 2802(c), or as otherwise provided by law; and

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

As to the Ninth Cause of Action

54. That the Court declare, adjudge and decree that Defendants violated the following California Labor Code provisions as to Plaintiff Cisneros and other aggrieved employees: 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197, 1197.1, and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage statements and maintain accurate payroll records); 201 and 202 (by failing to timely pay all earned wages upon termination); 204 (by failing to timely pay all earned wages during employment); and 2802 (by failing to reimburse business expenses);

55. For civil penalties pursuant to the California Labor Code, including sections 210, 226.3, 256, 558, 1174.5, 1197.1, 2699(a), (f), and (k), for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197,

1 1197.1, 1198, and 2802;

2 56. For injunctive relief pursuant to California Labor Code sections 1194.5 and/or
3 2699(k) to bring Defendants into compliance with the requirements of California Labor Code
4 sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1,
5 1198, and 2802;

6 57. For attorneys' fees and costs pursuant to California Labor Code section
7 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of California
8 Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194,
9 1197, 1197.1, 1198, and 2802;

10 58. For pre-judgment and post-judgment interest as provided by law; and

11 59. For such other and further relief as the Court may deem equitable and
12 appropriate.

13 **As to the Tenth Cause of Action**

14 60. That the Court declare, adjudge and decree that Defendants' conduct of failing
15 to provide Plaintiffs and class members all overtime wages due to them, failing to provide
16 Plaintiffs and class members all minimum wages due to them, failing to provide Plaintiffs and
17 class members all meal periods, failing to authorize and permit Plaintiffs and class members to
18 take all rest periods, failing to provide Plaintiffs and class members accurate and complete
19 wage statements, failing to maintain accurate payroll records for Plaintiffs and class members,
20 failing to timely pay Plaintiffs and class members all earned wages during employment,
21 failing to reimburse Plaintiffs and class members for business-related expenses, and failing to
22 provide written notice of material terms of employment constitutes an unlawful business
23 practice in violation of California Business and Professions Code sections 17200, *et seq.*;

24 61. For restitution of unpaid wages to Plaintiffs and all class members and
25 prejudgment interest from the day such amounts were due and payable;

26 62. For the appointment of a receiver to receive, manage and distribute any and all
27 funds disgorged from Defendants and determined to have been wrongfully acquired by
28 Defendants as a result of violations of California Business & Professions Code sections

17200, *et seq.*;

63. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5; and

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

As to the Eleventh Cause of Action

65. That the Court declare, adjudge and decree that Defendants' conduct of denying Plaintiffs and class members the statutory benefits guaranteed under section 226.7 constitutes an unfair business practice in violation of California Business and Professions Code sections 17200, *et seq.*;

66. For restitution of the statutory benefits under section 226.7 unfairly withheld from Plaintiffs and class members and prejudgment interest from the day such amounts were due and payable;

67. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code sections 17200, *et seq.*;

68. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

69. For pre-judgment and post-judgment interest as provided by law; and

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

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Dated: June 12, 2025

Respectfully submitted,

Capstone Law APC

By: 
Orlando Villalba
Helga Hakimi
Jaime Castaneda

Attorneys for Plaintiffs Ana Cisneros and
Reina Panameno

EXHIBIT “1”



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ALEXANDER LIMA
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April 7, 2025

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/418>)

Subject: *Ana Cisneros v. SCP Hospitality Manager LLC, et al.*

Dear PAGA Administrator:

This office represents Ana Cisneros in connection with her claims under the California Labor Code. Ms. Cisneros was an employee of SCP HOSPITALITY MANAGER LLC; SCP ALBION LLC; SCP HOSPITALITY LLC; SCP HOSPITALITY II LLC; SCP LAGUNA LLC; SCP MENDOCINO LLC; SCP SEVEN4ONE LLC; and/or SOUL COMMUNITY PLANET, INC. For the purpose of this letter, Ms. Cisneros collectively refers to these entities as "SCP."

The employers may be contacted directly at the addresses below:

SCP HOSPITALITY MANAGER LLC
825 S COAST HWY
LAGUNA BEACH, CA 92651

SCP HOSPITALITY MANAGER LLC
MSC-184835 PO BOX 105168
ATLANTA, GA 30348-5167

SCP ALBION LLC
825 S COAST HWY
LAGUNA BEACH, CA 92651

SCP ALBION LLC
MSC-184835 PO BOX 105168
ATLANTA, GA 30348-5167

SCP HOSPITALITY LLC
825 S COAST HWY
LAGUNA BEACH, CA 92651

SCP HOSPITALITY LLC
MSC 184835 P.O BOX 105168
ATLANTA, GA 30348

SCP HOSPITALITY II LLC
825 S COAST HWY
LAGUNA BEACH, CA 92651

SCP HOSPITALITY II LLC
MSC-184835 PO BOX 105168
ATLANTA, GA 30348-5168

SCP LAGUNA LLC
825 S COAST HWY
LAGUNA BEACH, CA 92651

SCP LAGUNA LLC
MSC 184835 P.O BOX 105168
ATLANTA, GA 30348

SCP MENDOCINO LLC
741 S COAST HWY
LAGUNA BEACH, CA 92651

SCP MENDOCINO LLC
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SOUL COMMUNITY PLANET, INC.
825 S COAST HWY
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SOUL COMMUNITY PLANET, INC.
MSC 184835 P.O BOX 105168
ATLANTA, GA 30348-5167

Ms. Cisneros intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Ms. Cisneros seeks relief on behalf of herself, the State of California, and other persons who are or were employed by SCP as a non-exempt, hourly paid employee in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

SCP employed Ms. Cisneros as an hourly paid, non-exempt employee from approximately March 2023 to April 2024. Ms. Cisneros worked for SCP as a Housekeeping Manager at its SCP Mendocino Coast Lodge hotel located in Albion, California. During her employment, Ms. Cisneros typically worked eight (8) hours or more per day and five (5) days or more per week. By the end of her employment, Ms. Cisneros was compensated approximately \$25.00 per hour. Her job duties included, without limitation, assigning housekeeping staff to rooms; cleaning rooms; laundering bedding, linens, and cleaning cloths and towels; and maintaining cleanliness of common areas.

SCP committed each of the following Labor Code violations against Ms. Cisneros, the facts and theories of which follow, making her an "aggrieved employee" pursuant to California Labor Code section 2699(c)(1):¹

SCP's Company-Wide and Uniform Payroll and HR Practices

SCP HOSPITALITY MANAGER LLC; SCP ALBION LLC; SCP HOSPITALITY LLC; SCP HOSPITALITY II LLC; SCP LAGUNA LLC; SCP MENDOCINO LLC; and SCP SEVEN4ONE LLC are Delaware limited liability companies, while SOUL COMMUNITY PLANET, INC. is a California corporation. Together, they own and operate lodges and boutique hotels with a portfolio of ten properties in the United States, including four (4) hotel locations in California. Upon information and belief, SCP maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Laguna Beach, California, for all non-exempt, hourly paid employees

¹ These facts, theories, and claims are based on Ms. Cisneros's experience and counsel's review of those records currently available relating to Ms. Cisneros's employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law's requirements, the employer misinformed its employee of the law's requirements, or because the employer effectively hid the violations). Thus, Ms. Cisneros reserves the right to supplement this letter with additional facts, theories, and claims if she becomes aware of them subsequent to the submission of this letter.

working for SCP in California, including Ms. Cisneros and other aggrieved employees. At all relevant times, SCP issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Cisneros and other aggrieved employees, regardless of their location or position.

Upon information and belief, SCP maintains a centralized Payroll department at its corporate headquarters in Laguna Beach, California, which processes payroll for all non-exempt, hourly paid employees working for SCP in California, including Ms. Cisneros and other aggrieved employees. Further, SCP issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Ms. Cisneros and other aggrieved employees, irrespective of their location, position, or manner in which each employee's employment ended. In other words, SCP utilized the same methods and formulas when calculating wages due to Ms. Cisneros and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

SCP willfully failed to pay all overtime wages owed to Ms. Cisneros and other aggrieved employees. During the relevant time period, Ms. Cisneros and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, during the relevant time period, SCP had, and continues to have, a company-wide policy and/or practice of requiring Ms. Cisneros and other aggrieved employees to perform work-related tasks off-the-clock after their scheduled shifts. For example, in order to complete her assigned tasks, at least three (3) times per week, Ms. Cisneros was required to continue working after she clocked out, but before she could leave for the day. Ms. Cisneros would spend up to one (1) hour off-the-clock laundering bedding and linens to ensure sufficient clean linens were available for the following day's room bookings, time for which she was not paid. Thus, SCP failed to track all the time Ms. Cisneros and other aggrieved employees spent performing work-related tasks outside of their scheduled shifts, and Ms. Cisneros and other aggrieved employees received no compensation for this time.

Second, upon information and belief, SCP had, and continues to have, a company-wide policy and/or practice of understaffing its hotel locations while assigning heavy workloads, including pressuring employees to keep up with strict time constraints for completing room turnovers. Specifically, upon information and belief, SCP's office staff were responsible for creating employee schedules and based staffing levels for a given day on the number of booked rooms. However, because room bookings fluctuated after schedules were released, employees were frequently left shorthanded and understaffed, forcing Ms. Cisneros and other aggrieved employees to take on additional work duties.

SCP's policies and/or practices resulted in a failure to provide Ms. Cisneros and other aggrieved employees with adequate meal period coverage. Moreover, SCP had a practice of failing to adhere to a schedule for meal periods, which further caused Ms. Cisneros and other aggrieved employees to not be relieved of their duties for compliant meal periods.

As a result, Ms. Cisneros and other aggrieved employees were not afforded uninterrupted thirty (30) minute meal periods during shifts in which they were entitled to receive meal periods. For example, at least three (3) times per week, Ms. Cisneros was required to work through her meal periods due to understaffing and pressure to meet SCP's strict time constraints for completing room turnovers, particularly during the peak checkout period. Additionally, Ms. Cisneros's meal periods were sometimes interrupted because a guest had arrived early for check-in, while Ms. Cisneros was taking her meal period, often requiring Ms. Cisneros to cut short her meal period and return to work to complete a room turnover. Thus, Ms. Cisneros and other aggrieved employees worked through meal periods and/or had meal periods cut short or interrupted in order to handle their workloads and meet guest demand. SCP did not compensate Ms. Cisneros and other aggrieved employees for the time they spent working off the clock during meal periods.

Third, SCP required Ms. Cisneros and other aggrieved employees to use their company-issued walkie-talkies to communicate with supervisors and coworkers at all times, including during unpaid meal periods. SCP expected that Ms. Cisneros and other aggrieved employees promptly respond to calls at all times to discuss work-related matters. For example, during Ms. Cisneros's meal periods, SCP's front desk staff would contact Ms. Cisneros on her company-issued walkie-talkie to inform her of guests arriving at the property for check-in, but did not compensate her for this time. SCP knew or should have known that Ms. Cisneros and other aggrieved employees were being made to respond to management while off-the-clock and during meal periods in order to meet SCP's expectations, but failed to compensate them for this time worked.

Fourth, on information and belief, because SCP frowned upon employees accruing meal period premiums, SCP's management pressured employees to clock out for meal periods, even when they did not receive a compliant meal period, in order to strictly limit meal period premiums that SCP would otherwise owe. For example, Ms. Cisneros would clock out for her meal period but would continue working through her unpaid meal period, out of fear of being disciplined by SCP. Thus, SCP did not record all hours worked during meal periods, and Ms. Cisneros and other aggrieved employees performed work during meal periods for which they were not paid.

SCP knew or should have known that as a result of these company-wide practices and/or policies, Ms. Cisneros and other aggrieved employees were performing their assigned duties off-the-clock before and after their scheduled shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Ms. Cisneros and other aggrieved employees worked shifts of eight (8) hours or more a day, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Ms. Cisneros and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

SCP's failure to pay Ms. Cisneros and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Ms. Cisneros and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SCP into compliance with the applicable IWC Wage Order and Labor Code sections 510 and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 5-2001 as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.” Cal. Code Regs. Tit. 8, § 11050(2)(M) (defining “Hours Worked”).

First, as set forth above, SCP had and continues to have, company-wide policies and/or practices of requiring Ms. Cisneros and other aggrieved employees to perform work-related tasks while off-the-clock. For example, as stated, Ms. Cisneros was required to spend up to one (1) hour laundering bedding and linens after she clocked out, but before she could leave for the day, time for which she was not paid. As a result, SCP failed to track this time that Ms. Cisneros and other aggrieved employees spent working off-the-clock, and thus, Ms. Cisneros and other aggrieved employees received no compensation for this time.

Second, as set forth above, due to SCP’s company-wide policies and/or practices of understaffing its hotel locations while assigning heavy workloads, which included pressuring employees to keep up with strict time constraints for completing room turnovers, failing to adhere to a schedule for meal periods, and requiring employees to carry a company-issued walkie-talkie to respond to calls from supervisors and coworkers at all times, Ms. Cisneros and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock during meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods. Moreover, as stated, on information and belief, in order to limit meal period premiums that SCP would otherwise owe, SCP pressured Ms. Cisneros and other aggrieved employees to clock out for meal periods, even when meal periods were missed, short, and/or interrupted. Thus, SCP systematically failed to pay Ms. Cisneros and other aggrieved employees for all hours worked during unpaid meal periods because these hours were not always correctly recorded.

SCP did not pay at least minimum wages for all hours worked by Ms. Cisneros and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, SCP did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, SCP regularly failed to pay at least minimum wages to Ms. Cisneros and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Ms. Cisneros and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring SCP into compliance with the applicable IWC Wage Order and Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at

the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

First, during the relevant time period, as stated, SCP had, and continues to have, company-wide policies and/or practices of understaffing while assigning heavy workloads, including pressuring employees to keep up with strict time constraints for completing room turnovers. As also stated, upon information and belief, SCP's office staff were responsible for creating employee schedules and based staffing levels for a given day on the number of booked rooms. However, because room bookings fluctuated after the work schedules were released, employees were frequently left shorthanded and understaffed, forcing Ms. Cisneros and other aggrieved employees to take on additional work duties. SCP's policies and/or practices resulted in a failure to provide Ms. Cisneros and other aggrieved employees with adequate meal period coverage and prevented Ms. Cisneros and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. Moreover, as stated, SCP failed to adhere to a schedule for meal periods, which further caused Ms. Cisneros and other aggrieved employees to not be relieved of their duties for compliant meal periods.

Second, as stated, SCP had a policy and/or practice of requiring that Ms. Cisneros and other aggrieved employees carry their company-issued walkie-talkies at all times and promptly respond to calls from supervisors and coworkers, even during meal periods. For example, as stated, SCP's front desk staff interrupted Ms. Cisneros's meal periods by contacting her on her company-issued walkie-talkie to inform her of guests arriving at the property for check-in.

As a result, Ms. Cisneros and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, as stated, at least three (3) times per week, Ms. Cisneros was required to work through her meal periods due to understaffing and pressure to meet SCP's strict time constraints for completing room turnovers, particularly during the peak checkout period. As also stated, Ms. Cisneros's meal periods were interrupted by SCP's front desk staff alerting her over the radio that a guest had arrived early for check-in, often requiring Ms. Cisneros to cut short her meal period and return to work to finish turning over a guest room. Further, Ms. Cisneros took her meal periods late, after the fifth hour of work, due to the lack of meal period coverage and heavy workload. Thus, SCP failed to provide Ms. Cisneros and other aggrieved employees with compliant, 30-minute meal periods.

Third, as stated, because SCP frowned upon employees accruing meal period premiums, SCP's management pressured employees to clock out for meal periods, regardless of whether they had received a compliant meal period or not, in order to strictly limit the meal period premiums that

would need to be paid by SCP. For example, as stated, Ms. Cisneros would clock out for her meal period but would then work through her unpaid meal period, out of fear of being disciplined by SCP. Ms. Cisneros and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

At all times herein mentioned, SCP knew or should have known that, as a result of these policies, Ms. Cisneros and other aggrieved employees were prevented from being relieved of all duties and required to perform some of their assigned duties during meal periods. SCP further knew or should have known that SCP did not pay Ms. Cisneros and other aggrieved employees meal period premiums when meal periods were missed, shortened, interrupted, and/or late.

Furthermore, SCP engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Ms. Cisneros and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods.

Accordingly, SCP failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Ms. Cisneros and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SCP into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 512(a), 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

During the relevant time period, SCP regularly failed to authorize and permit Ms. Cisneros and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, SCP's company-wide policies and practices of understaffing while assigning heavy workloads resulted in a lack of rest period coverage and prevented Ms. Cisneros and other aggrieved employees from being relieved of all duty in order to take compliant rest periods. SCP also failed to schedule rest periods at all, which, coupled with

SCP's failure to provide adequate rest period coverage, further led to Ms. Cisneros and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, on information and belief, SCP maintained a company-wide on-premises rest period policy, which effectively required that Ms. Cisneros and/or other aggrieved employees remain on SCP's premises during their rest periods. Because Ms. Cisneros and/or other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, SCP effectively maintained control over Ms. Cisneros and/or other aggrieved employees during rest periods.

As a result of SCP's practices and policies, Ms. Cisneros and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted rest periods to which they were entitled. For example, about eight (8) times per week, Ms. Cisneros had to forgo her rest periods due to the heavy workload and SCP's failure to schedule rest periods for employees.

SCP also has engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Ms. Cisneros and other aggrieved employees have not received premium pay for all missed rest periods.

Accordingly, SCP failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Cisneros and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SCP into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. SCP has not provided Ms. Cisneros and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, SCP has knowingly and intentionally provided Ms. Cisneros and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, SCP issued uniform wage statements to Ms. Cisneros and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, and the corresponding number of hours worked at each hourly rate. Specifically, SCP violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because SCP did not accurately record the time Ms. Cisneros and other aggrieved employees spent working off-the-clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), SCP did not list the correct amount of gross wages and net wages earned by Ms. Cisneros and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, SCP failed to accurately list the total number of hours worked by Ms. Cisneros and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), SCP willfully failed to maintain accurate payroll records for Ms. Cisneros and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, SCP engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period and meal period start and end times for Ms. Cisneros and other aggrieved employees, in violation of section 1198.

Because SCP failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Cisneros and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Ms. Cisneros and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Ms. Cisneros and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SCP into compliance with the applicable IWC Wage Order and Labor Code sections 226(a), 1174(d), and 1198, pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, SCP failed to pay Ms. Cisneros and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within any time period specified by California Labor Code section 204.

Ms. Cisneros and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SCP into compliance with Labor Code section 204, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

SCP willfully failed to pay Ms. Cisneros and other aggrieved employees who are no longer employed by SCP the earned and unpaid wages set forth above, including but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving SCP's employ.

Ms. Cisneros and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SCP into compliance with Labor Code sections 201 and 202, pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 5-2001, provides that: “[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.”

During the relevant time period, SCP, on a company-wide basis, required that Ms. Cisneros and other aggrieved employees use their own personal vehicles to run company errands. For example, when SCP's company-issued golf carts were out of service, Ms. Cisneros was required to use her personal vehicle to travel across SCP's Mendocino Coast Lodge premises several times throughout her shifts, which could be up to seven (7) miles per day. Although SCP required Ms. Cisneros and other aggrieved employees to utilize their personal vehicles to carry out their work-related responsibilities, SCP failed to reimburse them for their mileage or travel expenses.

SCP could have provided Ms. Cisneros and other aggrieved employees with company vehicles; or SCP could have reimbursed employees for the costs of their mileage and travel expenses. Instead, SCP passed these operating costs onto Ms. Cisneros and other aggrieved employees. At all relevant times, Ms. Cisneros did not earn at least two (2) times the minimum wage.

Thus, SCP had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Ms. Cisneros and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SCP into compliance with the applicable IWC Wage Order and Labor Code section 2802, pursuant to Labor Code sections 2699(a), (f), and (k).

California Labor Code § 558(a)

California Labor Code section 558(a) provides “[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid . . .” Labor Code section 558(c) provides that “[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.” SCP, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Cisneros's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Ms. Cisneros seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and 558, Ms. Cisneros, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for herself, all other aggrieved employees, and

the State of California against SCP for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

Therefore, on behalf of all aggrieved employees, Ms. Cisneros seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Alexander Lima
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,

A handwritten signature in black ink, appearing to read 'Alexander Lima', with a stylized flourish extending to the right.

Alexander Lima

Copy: SCP HOSPITALITY MANAGER LLC (via U.S. Certified Mail); SCP ALBION LLC (via U.S. Certified Mail); SCP HOSPITALITY LLC (via U.S. Certified Mail); SCP HOSPITALITY II LLC (via U.S. Certified Mail); SCP LAGUNA LLC (via U.S. Certified Mail); SCP MENDOCINO LLC (via U.S. Certified Mail); SCP SEVEN4ONE LLC (via U.S. Certified Mail); SOUL COMMUNITY PLANET, INC. (via U.S. Certified Mail)

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA, 90067



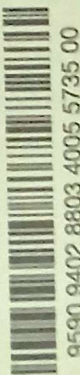
9589 0710 5270 0211 0128 37

SCP HOSPITALITY
MANAGER LLC
825 S. Coast Hwy
Laguna Beach, CA 92651

SENDER: COMPLETE THIS SECTION

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- Print your name and address on the reverse

SCP HOSPITALITY
MANAGER LLC
825 S. Coast Hwy
Laguna Beach, CA 92651



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2. A

9589 0710 5270 0211 0128 37

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PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☐ Agent

☐ Addressee

Received by (Printed Name)

C. Date of Delivery

Is delivery address different from item 1? ☐ Yes ☐ No

If YES, enter delivery address below:

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express
- ☐ Registered Mail
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



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OFFICIAL USE

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U.S. Service & Fees (check box and fee as appropriate)

Return Receipt (hardcopy) ☐ Return Receipt (electronic) ☐ Signature Confirmation ☐ Signature Confirmation Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Mail Restricted Delivery ☐

Postage

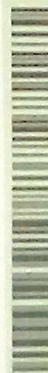
SCP HOSPITALITY
MANAGER LLC
MSC-184835
P.O. BOX 105168
Atlanta, GA 30348-5167

SCP HOSPITALITY
MANAGER LLC
MSC-184835
P.O. BOX 105168
Atlanta, GA 30348-5167

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- Print your name and address on the reverse so that we can return the card to you.

SCP HOSPITALITY
MANAGER LLC
MSC-184835
P.O. BOX 105168
Atlanta, GA 30348-5167



9590 9402 8803 4005 5735 17

2. Article Number (Transfer from service label)

9589 0710 5270 0211 0128 44

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent
☒ Addressee
Received by (Printed Name) C. Date of Delivery

Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Mail Restricted Delivery

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



9589 0710 5270 0211 0128 51

SCP ALBION LLC
825 S. Coast Hwy
Laguna Beach, CA 92651

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

SCP ALBION LLC
825 S. Coast Hwy
Laguna Beach, CA 92651



9590 9402 8803 4005 5735 24

2. Article Number (Transfer from service label)

9589 0710 5270 0211 0128 51

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☐ Agent
☒ Addressee
- B. Received by (Printed Name) C. Date of Delivery

- D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

- Service Type
- ☐ Adult Signature
 - ☐ Adult Signature Restricted Delivery
 - ☒ Certified Mail®
 - ☐ Certified Mail Restricted Delivery
 - ☐ Collect on Delivery
 - ☐ Collect on Delivery Restricted Delivery
 - ☐ Priority Mail Express®
 - ☐ Registered Mail™
 - ☐ Registered Mail Restricted Delivery
 - ☐ Signature Confirmation™
 - ☐ Signature Confirmation Restricted Delivery

Restricted Delivery

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Return Receipt (hardcopy) \$

Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Postmark

Postage

SCP ALBION LLC

825 S. Coast Hwy

Laguna Beach, CA 92651

CL3N200

U.S. 50c

9589 0710 5270 0211 0128 51

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



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Cisneros
V. Suf
Postmark

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy)

☐ Return Receipt (electronic)

☐ G

☐ A

☐ A

Postage

Total

Sent

Street

City

SCP ALBION LLC
MSC-184835
P.O. BOX 105168
Atlanta, GA 30348-5167

PS Form 3800, January 2023 PSN 7530-02-000-9053 See Reverse for Instructions

SCP ALBION LLC
MSC-184835
P.O. BOX 105168
Atlanta, GA 30348-5167

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

SCP ALBION LLC
MSC-184835
P.O. BOX 105168
Atlanta, GA 30348-5167

9590 9402 8803 4005 5735 31
2. Article Number (Transfer from service label)

9589 0710 5270 0211 0128 68

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Insured Mail
☐ Registered Mail
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery
☐ Mail Restricted Delivery

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Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



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Extra Services & Fees (Check box, add fee as appropriate)

☒ Return Receipt (hardcopy)	
☐ Return Receipt (electronic)	
☐ Certified Mail Restricted Delivery	

013NENOS
V. 20

SCP HOSPITALITY LLC

825 S. Coast Hwy
Laguna Beach, CA 92651

SCP HOSPITALITY LLC
825 S. Coast Hwy
Laguna Beach, CA 92651

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

SCP HOSPITALITY LLC
825 S. Coast Hwy
Laguna Beach, CA 92651



9590 9402 8803 4005 5735 48

2 9589 0710 5270 0211 0128 75

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A. Signature ☒ Agent
☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type

☐ Adult Signature	☐ Priority Mail Express [®]
☐ Adult Signature Restricted Delivery	☐ Registered Mail [™]
☒ Certified Mail [®]	☐ Registered Mail Restricted Delivery
☐ Certified Mail Restricted Delivery	☐ Signature Confirmation [™]
☐ Collect on Delivery	☐ Signature Confirmation Restricted Delivery
☐ Collect on Delivery Restricted Delivery	
☐ Insured Mail	

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Los Angeles, CA. 90067



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Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

SCP HOSPITALITY LLC

MSC-184835

P.O. BOX 105168

Atlanta, GA 30348

015N03005

U.S.

Postmark

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SCP HOSPITALITY LLC

MSC-184835

P.O. BOX 105168

Atlanta, GA 30348

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- ☐ Complete items 1, 2, and 3.
- ☒ Print your name and address on the reverse so that we can return the card to you.

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MSC-184835

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Atlanta, GA 30348



9590 9402 8803 4005 5735 62

2. Article Number (Transfer from envelope label)

9589 0710 5270 0211 0128 99

(over \$500)

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COMPLETE THIS SECTION ON DELIVERY

A. Signature

☐ Agent

☐ Addressee

Received by (Printed Name)

C. Date of Delivery

Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail[®]

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Very Restricted Delivery

☐ Restricted Delivery

☐ Priority Mail Express[®]

☐ Registered Mail[™]

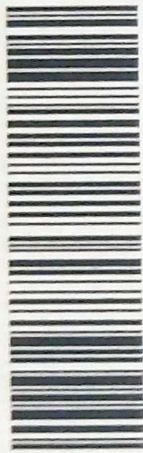
☐ Registered Mail Restricted Delivery

☐ Signature Confirmation[™]

☐ Signature Confirmation Restricted Delivery

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1875 Century Park, East, 1000
Los Angeles, CA. 90067



9589 0710 5270 0211 0128 82

SCP HOSPITALITY II LLC
825 S. Coast Hwy
Laguna Beach, CA 92651

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- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

SCP HOSPITALITY II LLC
825 S. Coast Hwy
Laguna Beach, CA 92651



9590 9402 8803 4005 5735 55

2. Article Number (Transfer from service label)

9589 0710 5270 0211 0128 82

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COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent
X ☐ Addressee

C. Date of Delivery

Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

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☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Restricted Mail Restricted Delivery \$
Postmark Here

SCP HOSPITALITY II LLC
825 S. Coast Hwy
Laguna Beach, CA 92651

CISNEROS
V. SCP

9589 0710 5270 0211 0128 82

CAPSTONE LAW, APC
1875 Century Park East
Suite #1000
Los Angeles, CA 90067

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■ Print your name and address on the reverse so that we can return the card to you.

SCP HOSPITALITY II LLC
MSC-184835
P.O. BOX 105168
Atlanta, GA 30348

7021 1970 0000 9011 3788

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Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
Agent
Addressee

B. Received by (Printed Name)
C. Date of Delivery

D. Is delivery address different from item 1? Yes ☐ No ☐
If YES, enter delivery address below:

3. Service Type
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Adult Signature
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery

2. Article Number (Transfer from service label)
9590 9402 7575 2098 7284 28

7021 1970 0000 9011 3788



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Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$

☐ Certified 1
☐ Adult Sig
☐ Adult Sig

Postage \$

Total Postage \$

MSC-184835

P.O. BOX 105168

Atlanta, GA 30348

Street and/or

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9007 See Reverse for Instructions

SCP HOSPITALITY II LLC
MSC-184835
P.O. BOX 105168
Atlanta, GA 30348

CAPSTONE LAW, APC
1875 Century Park East
Suite #1000
Los Angeles, CA 90067

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
☐ Complete items 1, 2, and 3. ☐ Print your name and address on the reverse so that we can return the card to you.		A. Signature ☒ Agent	
B. Received by (Printed Name) _____ C. Date of Delivery _____		D. Is delivery address different from item 1? ☐ Yes ☐ No If YES, enter delivery address below: _____	
X _____ Addresssee ☐		C. Date of Delivery _____	
SCP LAGUNA LLC 825 S. Coast Hwy Laguna Beach, CA 92651			
9590 9402 7575 2098 7284 35 		Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Signature Confirmation ☐ Signature Confirmation™ ☐ Restricted Delivery	
2. Article Number (Transfer from service label) 702J 1970 0000 901J 3795		Domestic Return Receipt	

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OFFICIAL USE			
Certified Mail Fee \$		Extra Services & Fees (check box, add fee as appropriate)	
Return Receipt (hardcopy) ☒ \$		Return Receipt (electronic) ☐ \$	
Certified Mail ☐ \$		Adult Signat ☐ \$	
Postage \$		Total Postage \$	
Sent To		Street and Apt	
City, State, Zip			
7202 1270 0000 1706 3725		7202 1270 0000 1706 3725	
7202 1270 0000 1706 3725		7202 1270 0000 1706 3725	
SCPLAGUNA LLC		825 S. Coast Hwy	
Laguna Beach, CA 92651		Postmark	
Cassanova		Sun Hospitality	

CAPSTONE LAW, APC
1875 Century Park East
Suite #1000
Los Angeles, CA 90067

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■ Print your name and address on the reverse so that we can return the card to you.

SCP MENDOCINO LLC
741 S. Coast Hwy
Laguna Beach, CA 92651

3. Service Type
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Adult Signature
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Signature Confirmation™
☐ Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Return Receipt (hard copy)
☐ Return Receipt (electronic)
☐ Extra Services & Fees (check box, add fee as appropriate)
Certified Mail Fee \$
Postage \$
Total Postage \$
Sent To \$
Street and/or City, State, ZIP+4®
7021 1970 0000 9011 3818

2. Article Number (Transfer from service label)
9590 9402 7575 2098 7284 59
7021 1970 0000 9011 3818
PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

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A. Signature
☐ Agent
☒ Addressee
X

B. Received by (Printed Name)
C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

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☒ Return Receipt (hard copy) \$
☐ Certified Mail®
☐ Adult Sign
☐ Adult Sign
Postage \$
Total Postage \$
Sent To \$
Street and/or City, State, ZIP+4®
7021 1970 0000 9011 3818
7021 1970 0000 9011 3818

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for instructions

SCPMENDOCINO LLC
741 S. Coast Hwy
Laguna Beach, CA 92651

SCPMENDOCINO LLC
741 S. Coast Hwy
Laguna Beach, CA 92651

CAPSTONE LAW, APC
1875 Century Park East
Suite #1000
Los Angeles, CA 90067

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SCP MENDOCINO LLC MSC-184835 P.O. BOX 105168 Atlanta, GA 30348	
2. Article Number (Transfer from service label) 9590 9402 7575 2098 7284 97	
3. Service Type ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Adult Signature ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery	
4. Delivery Confirmation ☐ Signature Confirmation™ ☐ Restricted Delivery	
5. Delivery Address If YES, enter delivery address different from item 1? ☐ Yes ☐ No	
6. Date of Delivery ☐ Agent ☐ Addressee	
7. Received by (Printed Name) C. Date of Delivery	
8. Signature ☒ Agent ☐ Addressee	
9. Domestic Return Receipt PS Form 3811, July 2020 PSN 7530-02-000-9053	

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☒ Return Receipt (hard copy) \$ 0.00

☐ Certified \$ 0.00

☐ Adult Sig \$ 0.00

Postage \$ 0.00

Total Post \$ 3.50

Sent To SCP MENDOCINO LLC

Street and MSC-184835

City, State Atlanta, GA 30348

James V. Mendocino

James V. Mendocino

Postmark

72021 1970 0000 9011 3825

72021 1970 0000 9011 3825

CERTIFIED MAIL®

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OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

SCP MENDOCINO LLC
MSC-184835
P.O. BOX 105168
Atlanta, GA 30348

CAPSTONE LAW, APC
1875 Century Park East
Suite #1000
Los Angeles, CA 90067

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■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you.	
SCP SEVEN4ONE LLC 825 S. Coast Hwy Laguna Beach, CA 92651	
7021 1970 0000 9011 3832	
PS Form 3811, July 2020 PSN 7530-02-000-9053	

COMPLETE THIS SECTION ON DELIVERY	
A. Signature ☒	
B. Received by (Printed Name) _____ C. Date of Delivery _____	
D. Is delivery address different from item 1? ☐ Yes ☐ No If YES, enter delivery address below: _____	

3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☐ Registered Mail TM ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation TM ☐ Signature Restricted Delivery ☐ Priority Mail Express [®]	
2. Article Number (Transfer from service label) 9590 9402 7575 2098 7285 03	
7021 1970 0000 9011 3832 Restricted Delivery	

Domestic Return Receipt	
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CERTIFIED MAIL® PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE					
72021 19700 0000 11061 3E3E 72021 19700 0000 11061 3E3E					
U.S. Postal Service™ CERTIFIED MAIL® RECEIPT <i>Domestic Mail Only</i>					
For delivery information, visit our website at www.usps.com ®					
OFFICIAL USE					
Certified Mail Fee \$ _____		Extra Services & Fees (check box, add fee as appropriate) \$ _____			
☒ Return Receipt (hardcopy)		☐ Return Receipt (electronic)			
☐ Certified		☐ Adult SI			
☐ Adult SI		☐ Postage			
Total Post \$ _____		Sent To \$ _____			
Street and City, State		Zip+4			
SCP SEVEN4ONE LLC 825 S. Coast Hwy Laguna Beach, CA 92651		Postmark			
USPS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions					

SCP SEVEN4ONE LLC
825 S. Coast Hwy
Laguna Beach, CA 92651

CAPSTONE LAW, APC
1875 Century Park East
Suite #1000
Los Angeles, CA 90067

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
☐ Complete items 1, 2, and 3. ☐ Print your name and address on the reverse so that we can return the card to you.		SOUL COMMUNITY PLANET, INC. MSC 184835 P.O BOX 105168 Atlanta, GA 30348-5167	
7. Article Number (Transfer from service label) 9590 9402 7575 2098 7284 80		J. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Mail	
8. Signature ☐ Agent ☐ Addressee		K. Restricted Delivery ☐ Signature Confirmation™ ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Priority Mail Express®	
B. Received by (Printed Name) C. Date of Delivery		D. If delivery address different from item 12 If YES, enter delivery address below:	
PS Form 3811, July 2020 PSN 7530-02-9000-9053		Domestic Return Receipt	

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only		For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE		Certified Mail Fee \$ _____	
Extra Services: Fees (check box, add fee as appropriate)		Postmark _____	
☒ Return Receipt (hardcopy)		\$ _____	
☐ Return Receipt (electronic)		\$ _____	
☐ Certified		\$ _____	
☐ Adult Sig		\$ _____	
☐ Adult Sig		\$ _____	
Postage		\$ _____	
Total Post		\$ _____	
Sent To		\$ _____	
Street and		\$ _____	
City, State		\$ _____	

12021 1970 0000 0261 3493

12021 1970 0000 0261 3493

12021 1970 0000 0261 3493

12021 1970 0000 0261 3493



PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AL DOTTED LINE

CERTIFIED MAIL®

U.S. Postal Service™

CERTIFIED MAIL® RECEIPT

Domestic Mail Only

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

U.S. Postal Service™

CERTIFIED MAIL® RECEIPT

Domestic Mail Only

**SOUL COMMUNITY
PLANET, INC.**
MSC 184835
P.O. BOX 105168
Atlanta, GA 30348-5167

CAPSTONE LAW, APC
1875 Century Park East
Suite #1000
Los Angeles, CA 90067

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

SOUL COMMUNITY
PLANET, INC.
825 S. Coast Hwy
Laguna Beach, CA 92651



9590 9402 7575 2098 7284 73

2. Article Number (Transfer from service label)

7021 1970 0000 9011 3856

PS Form 3811, July 2020 PSN 7530-02-000-9063

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY	
A. Signature	☒ X
B. Received by (Printed Name)	
C. Date of Delivery	
D. Is delivery address different from item 1? ☐ Yes ☐ No If YES, enter delivery address below:	

3. Service Type
- ☐ Adult Signature
 - ☐ Adult Signature Restricted Delivery
 - ☒ Certified Mail®
 - ☐ Certified Mail Restricted Delivery
 - ☐ Collect on Delivery
 - ☐ Collect on Delivery Restricted Delivery
 - ☐ Restricted Delivery
 - ☐ Signature Confirmation
 - ☐ Signature Confirmation Restricted Delivery
 - ☐ Priority Mail Express®
 - ☐ Registered Mail™
 - ☐ Registered Mail Restricted Delivery
 - ☐ Delivery

Restricted Delivery

7021 1970 0000 9011 3856

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE.

CERTIFIED MAIL®



7021 1970 0000 9011 3856
7021 1970 0000 9011 3856

Domestic Mail Only

CERTIFIED MAIL® RECEIPT

U.S. Postal Service™

For delivery information, visit our website at www.usps.com®

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hard copy) \$
☐ Return Receipt (electronic) \$
Postmark

SOUL COMMUNITY
PLANET, INC.
825 S. Coast Hwy
Laguna Beach, CA 92651

SOUL COMMUNITY
PLANET, INC.
825 S. Coast Hwy
Laguna Beach, CA 92651

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

SCP ALBION LLC
MSC-184835
P.O. BOX 105168
Atlanta, GA 30348-5167



9590 9402 8803 4005 5735 31

2. Article Number (Transfer from service label)

9589 0710 5270 0211 0128 68

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Mail Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

SCP HOSPITALITY II LLC
MSC-184835
P.O. BOX 105168
Atlanta, GA 30348



9590 9402 7575 2098 7284 28

2. Article Number (Transfer from service label)

7021 1970 0000 9011 3788

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY			
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you.		A. Signature X ☐ Agent ☐ Addressee			
1 SCP HOSPITALITY LLC MSC-184835 P.O. BOX 105168 Atlanta, GA 30348		B. Received by (Printed Name)	C. Date of Delivery		
 9590 9402 8803 4005 5735 62		Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No			
2. Article Number (Transfer from service label) 9589 0710 5270 0211 0128 99		3. Service Type <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery </td> <td style="width: 50%; vertical-align: top;"> ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery </td> </tr> </table>		☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery	☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery
☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery	☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery				
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt			

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY			
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you.		A. Signature X ☐ Agent ☐ Addressee			
SCP MENDOCINO LLC MSC-184835 P.O. BOX 105168 Atlanta, GA 30348		B. Received by (Printed Name)	C. Date of Delivery		
 9590 9402 7575 2098 7284 97		D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No			
2. Article Number (Transfer from service label) 7021 1970 0000 9011 3825		3. Service Type <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery </td> <td style="width: 50%; vertical-align: top;"> ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery </td> </tr> </table>		☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery	☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery
☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery	☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery				
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt			

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- Print your name and address on the reverse so that we can return the card to you.

**SOUL COMMUNITY
PLANET, INC.**
MSC 184835
P.O BOX 105168
Atlanta, GA 30348-5167



9590 9402 7575 2098 7284 80

2 Article Number (Transfer from service label)

7021 1970 0000 9011 3863

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

J. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Registered Mail Restricted Delivery
(500)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted
Delivery

☐ Signature Confirmation™

☐ Signature Confirmation
Restricted Delivery

Domestic Return Receipt