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April 7, 2025

NOTICE VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency (LWDA)
Attn: PAGA Administrator
<https://dir.tfaforms.net/308>

VIA U.S. CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Dumbarton Keys LLC
c/o CSC Lawyers Incorporating Service, Agent
2710 Gateway Oaks Drive #150-N
Sacramento, CA 95833

Remington Lodging & Hospitality, LLC
c/o CSC Lawyers Incorporating Service, Agent
2710 Gateway Oaks Drive #150-N
Sacramento, CA 95833

**Re: Teresa Orozco Romero/Remington Lodging & Hospitality, LLC; Dumbarton
Keys LLC
Private Attorneys General Act**

To Whom It May Concern:

Pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.* ("PAGA"), Ms. Tereza Orozco Romero (hereafter "Romero") provides notice on behalf of herself and of all individuals currently and formerly employed in California as non-exempt or hourly paid employees (hereafter the "Aggrieved Employees"), by Remington Lodging & Hospitality, LLC and Dumbarton Keys LLC (hereafter collectively "RESIDENCE INN NEWARK") of violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1198, and 2802. On behalf of herself and all other Aggrieved Employees, Romero hereby provides this notice to the Labor & Workforce Development Agency and RESIDENCE INN NEWARK and its agents and representatives.

At all relevant times, RESIDENCE INN NEWARK has employed persons, conducted business, and engaged in illegal payroll practices and policies, throughout California. Romero and the Aggrieved Employees are "employees" within the meaning of Wage Order 5-2001 (hereafter "the Wage Order") § 2, subdivision (F) and "Aggrieved Employees" within the meaning of Labor Code § 2699, subdivision (c).

It is our position that due to personally suffering the below violations, Tereza Orozco Romero can equivocally bring the following labor code violations on behalf of all other employees, including ALL hourly, non-exempt employees who worked for Remington Lodging & Hospitality, LLC and Dumbarton Keys LLC anywhere in the state of California (at all different locations) during the relevant PAGA period.

STATEMENT OF FACTS

RESIDENCE INN NEWARK first began to employ Romero in or around July 2021 as a housekeeper at its Residence Inn hotel located at 35466 Dumbarton Ct, Newark, CA 94560. RESIDENCE INN NEWARK continuously employed her in that capacity until on or about March 27, 2025 when her employment ended. During her employment, Romero generally worked three days per week, from approximately 8:00 a.m. to 4:30 p.m. or later.

At all relevant times, RESIDENCE INN NEWARK issued wages to Romero and all of the other Aggrieved Employees on a biweekly basis and paid them by the hour. At all relevant times, RESIDENCE INN NEWARK classified Romero and all of the other Aggrieved Employees as non-exempt employees entitled to the protections of the Labor Code and the Wage Order. RESIDENCE INN NEWARK employed Romero and all of the Aggrieved Employees more than six, eight, ten, and twelve hours per day. Romero's latest rate of pay was approximately \$20.60 per hour.

RESIDENCE INN NEWARK failed to pay Romero and the other Aggrieved Employees for all time worked or subject to its control. To the extent employees such as Romero and others worked through their meal periods and those meal periods were interrupted, they were not compensated for that time, which would be akin to a minimum wage violation. Furthermore, RESIDENCE INN NEWARK management, including manager Astrid (last name unknown) and supervisors Mariana and Jackie (last names unknown), would often text/call Romero and the other Aggrieved Employees about work-related matters and scheduling before they had clocked in for the start of their shifts or after they had clocked out at the end of their shifts.

Due to the above "off the clock" violations, RESIDENCE INN NEWARK failed to pay Romero and the Aggrieved Employees properly-calculated overtime wages. The Aggrieved Employees' actual work hours, which included the "off the clock" work as described above, entitled them to overtime, however, it was not company policy to keep accurate track of all hours worked and to pay employees the accurate amount of overtime, especially since the "off the clock" work was not factored into the equation. There were weeks in which Romero worked up to 60 hours, however, she was not paid overtime. Furthermore, any incentive payments and/or bonus payments were not factored into employees' regular rate of pay for purposes of deciphering the correct overtime rate of pay. In addition, any bonus and/or incentive payments were not factored into the correct meal and rest break premium pay per *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 863.

RESIDENCE INN NEWARK failed to provide all compliant meal periods and authorize and permit all compliant rest periods to which Romero and the other Aggrieved Employees were entitled. Romero and the other Aggrieved Employees were entitled to take off-duty, uninterrupted 30-minute meal periods before the fifth and tenth hours of work and to take uninterrupted 10-minute rest periods for every four hours or major fraction thereof worked. Due to the workload, Romero and the Aggrieved Employees would not be able to take timely, uninterrupted meal periods before the 5th or 10th hour worked. When Romero and the other Aggrieved Employees were taking their meal periods, RESIDENCE INN NEWARK management/staff, including Astrid (last name unknown) and supervisors Mariana and Jackie (last names unknown) would interrupt them on a daily basis with more work assignments or questions about work related matters. Similarly, Romero and the other Aggrieved Employees were not always able to take their 10-minute rest breaks due to the work load. In fact, management specifically instructed Romero and the other Aggrieved Employees not to take their rest break because they wouldn't be able to finish their work. On information and belief, RESIDENCE INN NEWARK did not provide premium wages for these meal and rest break violations; if RESIDENCE INN NEWARK did provide premium wages, they were not paid at the correct rate, as explained above.

RESIDENCE INN NEWARK failed to reimburse Romero and the other Aggrieved Employees for business expenses they incurred in direct consequence of the discharge of their duties. RESIDENCE INN NEWARK required Romero and the Aggrieved Employees to use their own personal cell phones to communicate with management concerning work matters. RESIDENCE INN NEWARK management, including Astrid (last name unknown) and supervisors Mariana and Jackie (last names unknown), would text Romero and the others on their personal phones during their shifts on a regular basis, to ask them work-related questions and assign them tasks. However, RESIDENCE INN NEWARK did not provide Romero and the others with mobile phones and did not reimburse Romero and the other Aggrieved Employees for these mobile phone expenses. Accordingly, RESIDENCE INN NEWARK was in violation of California Labor Code sections 2800 and 2802.

RESIDENCE INN NEWARK failed to pay its employees all wages due to them within any time period specified by California Labor Code section 204, including the minimum wages and overtime as described above as well as meal/rest break premiums.

RESIDENCE INN NEWARK did not provide Romero and the other Aggrieved Employees accurate, itemized wage statements. Wage statements must include, among other things, total hours worked by the employee. Labor Code § 226(a)(2). RESIDENCE INN NEWARK issued wage statements that inaccurately reflected total hours worked, gross and net wages earned, and the number of hours worked at each hourly rate because of RESIDENCE INN NEWARK's failure to properly pay wages as explained herein. Labor Code §§ 226(a)(1), (2), (5), (9). RESIDENCE INN NEWARK's failure to maintain accurate records as to the hours worked daily by employees also constitutes a violation of Labor Code section 1174(d).

Finally, because RESIDENCE INN NEWARK did not properly pay all wages earned as explained herein, RESIDENCE INN NEWARK also failed to pay final wages owed to Romero and the other

Aggrieved Employees in violation of Labor Code section 203. These earned but unpaid wages include minimum wages and compensation for all hours worked, overtime compensation, premium pay for missed meal and rest breaks, and business expense reimbursement, among others.

For the reasons herein, on behalf of herself and the Aggrieved Employees, Romero alleges that RESIDENCE INN NEWARK committed the following violations of the California Labor Code and the Wage Order: 1) failed to pay wages for all time worked or subject to RESIDENCE INN NEWARK's control, including correctly-calculated overtime and double time wages; 2) failed to provide meal periods or pay correctly-calculated premium wages in lieu thereof; 3) failed to authorize and permit rest periods or pay correctly-calculated premium wages in lieu thereof; 4) failed to reimburse reasonably necessary business expenses; 5) failed to provide compliant wage statements; 6) failed to maintain accurate records; and 7) failed to timely pay all wages owed during and upon separation of employment.

Accordingly, Romero now seeks civil penalties on behalf of herself and the Aggrieved Employees based on RESIDENCE INN NEWARK's alleged violations of the California Labor Code and the Wage Order.

THE WAGE ORDER

The Wage Order applies to "all persons employed in the public housekeeping industry," where "Public Housekeeping Industry" includes "...Hotels, motels, apartment houses, rooming houses, camps, clubs, trailer parks, office or loft buildings, and similar establishments offering rental of living, business, or commercial quarters..." (*Id.*, §§ 1 & 2(P)(3).)

At all relevant times during the applicable limitations period, RESIDENCE INN NEWARK operated a hotel. Accordingly, Romero and the Aggrieved Employees are entitled to the protections provided under the Wage Order.

FAILURE TO PAY WAGES FOR ALL HOURS WORKED AT THE CORRECT RATES OF PAY

Labor Code §§ 510, 558, 1194, 1197, and 1198

Labor Code sections 510, 1194, and 1197 require employers to pay the wages agreed to and at least minimum wages for all time under the employer's control, overtime wages for hours worked over eight per day or forty per week at one and one-half times the employee's regular rate of pay, and double-time wages for hours worked over twelve in one day or for the first eight hours of work on the seventh consecutive day of work at two times the employee's regular rate of pay. Labor Code section 558 establishes a civil penalty for violation of Labor Code section 510. Labor Code section 1198 prohibits employers from employing their employees under conditions prohibited by the Wage Order.

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RESIDENCE INN NEWARK failed to pay all minimum, regular, and overtime wages to Romero and the other Aggrieved Employees because RESIDENCE INN NEWARK did not pay for off-the-clock work, and failed to pay overtime wages based on correct regular rates of pay.

FAILURE TO PROVIDE MEAL PERIODS

Labor Code §§ 226.7, 512, and 1198

Employers must provide employees a 30-minute, uninterrupted meal period after no more than five hours of work, and a second such meal period after no more than 10 hours work. Labor Code § 512(a); IWC Wage Order(s) §§ 11(A)-(B); *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal. 4th 1004, 1049. If an employer fails to provide an employee a meal period in accordance with California law, the employer must pay the employee one hour of pay at the employee's regular rate for each work day the meal period is not provided. Lab. Code § 226.7(c); IWC Wage Order(s), § 11(D); *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 863.

RESIDENCE INN NEWARK failed to provide Romero and the other Aggrieved Employees with compliant meal periods and failed to pay one hour of correctly-calculated premium pay for each day such a meal period was not provided.

FAILURE TO AUTHORIZE AND PERMIT REST PERIODS

Labor Code § 226.7 & 1198

The Rest Period section of the applicable Wage Order provides: "Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized 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." IWC Wage Order(s), § 12(A). If an employer fails to provide an employee a rest period in accordance with California law, the employer must pay the employee one hour of pay at the employee's regular rate for each work day a rest period is not provided. IWC Wage Order(s), § 12(B); Labor Code § 226.7(c); *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 863.

RESIDENCE INN NEWARK failed to authorize and permit Romero and the other Aggrieved Employees to take compliant rest periods and failed to pay one hour of correctly-calculated premium pay for each day such a rest period was not provided.

FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS

Labor Code §§ 226

California employers are required to provide itemized wage statements showing, among other things, "gross wages earned," "total hours worked by the employee," "net wages earned," and "all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee." Labor Code §§ 226(a)(1), (2), (5), (9).

RESIDENCE INN NEWARK did not provide itemized wage statements accurately reflecting Romero's and the other Aggrieved Employees' gross wages earned, total hours worked, net wages earned, and all applicable hourly rates and the number of hours worked at each rate.

FAILURE TO PROVIDE ACCURATE RECORDS

Labor Code §§ 1174, 1174.5, 1198; IWC Wage Order(s), § 7

An employer must maintain payroll records showing hours worked daily by, and wages paid to, its employees, in accordance with rules established by the Industrial Welfare Commission. Labor Code §1174. An employer must also maintain time records showing when each work period, and meal period, begins and ends. IWC Wage Order(s), § 7.

Because RESIDENCE INN NEWARK rounded employees' time worked, did not record off-the-clock work, and interrupted employees' meal periods, RESIDENCE INN NEWARK failed to maintain accurate records as to the hours worked daily by employees and as to when each work period and meal period began and ended.

FAILURE TO REIMBURSE FOR EXPENSES

Labor Code §§ 1198, 2802, and 2804

An employer must reimburse its employees for their reasonable business-related expenses. Labor Code § 2802. The right to reimbursement cannot be waived. Labor Code § 2804.

RESIDENCE INN NEWARK failed to reimburse or only partially reimbursed Romero and the other Aggrieved Employees for their reasonable business-related expenses, including use of their own personal cell phones in effectuating their job duties.

**FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT
& UPON SEPARATION**

Labor Code §§ 201-204

An employer must pay "[a]ll wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment...twice during each calendar month, on days designated in advance by the employer as the regular paydays." Labor Code § 204. An employer must pay all wages owed to terminated employees at the time of termination, or within 72 hours to employees who quit. Labor Code §§ 201-202. If an employer willfully fails to timely pay all wages to separated employees, the wages continue at the same rate for up to 30 days, until paid. Labor Code § 203.

As a result of its failure to pay all wages earned, as described above, RESIDENCE INN NEWARK failed to pay all final wages due to Romero and the other Aggrieved Employees and violated Labor Code Sections 201-204.

CONCLUSION

As noted above, this letter constitutes the required notice under the California Labor Code Private Attorneys General Act of 2004. Please be advised that Tereza Orozco Romero will seek both reasonable attorneys' fees and costs under Labor Code § 2699, subdivision (g) (1) in a civil action should the LWDA decline to pursue this matter. This letter also serves as a formal notice under the catalyst theory and Code of Civil Procedure §1021.5 to resolve this matter before litigation.

Sincerely,

A handwritten signature in blue ink, appearing to read "Maralle Messrelia".

Maralle Messrelia, Esq.

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