

DECLARATION OF GEOVANNI P. STANLEY

I, Giovanni P. Stanley, declare as follows:

1. Personal Information

My name is Geovanni P. Stanley. I am over the age of 18 and competent to testify to the matters stated herein.

2. Employment at the Hotel

I was employed at the hotel property currently operating as Casa Oliver Hotel & Resort (formerly known as All Worlds) for approximately one year under the prior ownership. I continued working at the hotel after the change in ownership until approximately mid-July 2025.

3. Duties Performed

My duties included:

- Working the front desk and assisting guests with check-in and check-out.
- Providing general guest services.
- Assisting housekeeping staff during staffing shortages.
- Performing landscaping tasks, including planting and watering plants.
- Assisting with the Maze attraction on the property.
- Being called upon at various hours for general assistance to hotel operations.

4. Living Arrangements

I reside on the hotel property without any formal rental agreement.

5. Wages Owed and Payment Issues

- I am owed an estimated \$6,900 in unpaid wages.
- I was paid mostly by check, but the amounts were short of what I earned for hours worked and mileage incurred.
- I was not reimbursed for expenses, including trips to pick up supplies and plants for the hotel.
- I did not receive proper pay stubs or itemized wage statements that reflected my total hours, rate of pay, or deductions.
- I was also shorted pay and subjected to various Labor Code violations while working under the previous owner.
- Under California law, including the doctrines of successor liability and continuity of enterprise, and pursuant to Labor Code §§ 200, 203, 226, 2810.3, M Palm Springs LLC dba Casa Oliver Hotel & Resort, M Hotels LLC, and Sundream Investments LLC, along with their managing members [REDACTED] and [REDACTED] are jointly liable for the unpaid wages and Labor Code violations committed by the prior owner (see *Criswell v. Delta Air Lines, Inc.*, 868 F.2d 1093; *Juarez v. 21st Century Ins. Co.*, 105 Cal.App.4th 371).

6. Labor Code Violations

- Failure to pay all wages due on the regular payday (Labor Code §§ 201–204).
- Failure to provide accurate, itemized wage statements (Labor Code § 226).
- Failure to maintain accurate records of hours worked (Labor Code §§ 226, 1174).
- Failure to reimburse business expenses (Labor Code § 2802).
- Waiting time penalties for failure to pay all wages due upon termination (Labor Code § 203).
- Successor liability for unpaid wages and penalties owed from prior ownership (Labor Code § 2810.3).

7. Hostile Work Environment & Coercion

- During my employment under the current ownership, I was subjected to a hostile work environment created by [REDACTED] and [REDACTED]
- I was pressured to obtain “evidence” on other employees and was asked to participate in manufacturing false evidence and stories against coworkers.
- Management fostered an environment of division, defamation, and mistrust, turning employees against one another to conceal their own conduct.

8. Theft Incident and Employer Negligence

- While employed at the hotel, my personal debit card was stolen from me by two other employees.
- Video surveillance footage from the property and my bank statement clearly showed these employees using my debit card at the hotel vending machine.
- [REDACTED] and [REDACTED] in their capacity as managing members of M Palm Springs LLC dba Casa Oliver Hotel & Resort, M Hotels LLC, and Sundream Investments LLC, were in possession of this evidence yet dismissed the matter entirely and took no corrective or disciplinary action.
- This inaction further contributed to the hostile and unsafe work environment.

9. Retaliation and Intimidation

- After I submitted a formal written settlement demand letter for the wages owed to me, the next day, while I was outside my staff residence in the presence of another employee and two hotel guests, [REDACTED] acting individually and in his capacity as a managing member of M Palm Springs LLC dba Casa Oliver Hotel & Resort, M Hotels LLC, and Sundream Investments LLC, approached me visibly enraged and yelling, and stated: “You stabbed us in the back”.
- [REDACTED] then walked over to my door and posted a “3-Day Notice to Pay Rent or Quit” for \$6,900 — the exact amount I am owed in wages.
- This incident occurred approximately one hour after a phone call between [REDACTED] and [REDACTED], in which [REDACTED] confronted them regarding defamation, lies, and internal scandals they had orchestrated to pit employees against one another.
- I have no rental agreement for the room I occupy, and the 3-day notice was not in a legal California format.
- These actions constitute retaliation in violation of Labor Code §§ 98.6 and 1102.5.

10. Meeting Avoidance, Denial of Leave, and Employment Uncertainty

- On June 23, 2025, I requested a meeting with [REDACTED] and [REDACTED]. They did not show up for the scheduled meeting.
- The following Wednesday, I texted them to schedule another meeting since they had not shown up for the previous one. I received no response until Friday.
- On Friday, I texted again, and [REDACTED] replied that she and [REDACTED] could meet on Monday.
- Monday at 4:30 p.m. came and went without them arriving; [REDACTED] texted me after the scheduled time to cancel and rescheduled for Tuesday.
- Tuesday came, and again they did not show up or communicate with me.
- Prior to these scheduled meetings, I had also asked for time off to visit my mother out of state, who had recently been placed on hospice care.
- Instead of granting this leave, [REDACTED] dismissed the request as a "staffing shortage" issue, while she and [REDACTED] were rarely present at the business during this time.
- Shortly after the date I had requested time off to see my mother, [REDACTED] verbally told me I would no longer be working at the hotel.
- Two days later, [REDACTED] texted me asking why I had not been watering the plants or attending to landscaping duties.
- This pattern of contradictory statements created constant confusion as to whether I was employed or not, and appeared to be used only when convenient for management.
- All the while, I was not paid appropriately and was denied the ability to visit my mother during her final stage of life.

11. Truth of Statement

The facts stated herein are true and correct to the best of my knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on: 08/08/2025, 2025

At: Palm Springs, California



NOTARIAL PUBLIC STATE OF CALIFORNIA

Geovanni P. Stanley

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Final Audit Report

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