

Thomas D. Rutledge (SBN 200497)
Attorney-at-Law
16956 Via de Santa Fe, Suite 1847
Rancho Santa Fe, California 92091-4606
Telephone: (619) 886-7224
thomasrutledgelaw@gmail.com

Attorneys for Plaintiffs

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO-CENTRAL DIVISION

ARMANDO FLORES, an individual in
his capacity as the State of California's
designated proxy under the Private
Attorneys General Act,

Plaintiffs,

vs.

EVOLUTION HOSPITALITY, LLC, a
California limited liability company;
AIMBRIDGE HOSPITALITY, LLC, a
Delaware limited liability company;
EVOLUTION HOSPITALITY
EMPLOYEE SERVICES LLC, a
Delaware limited liability company;
AIMBRIDGE EMPLOYEE SERVICE
CORP., a Texas Corporation;
AIMBRIDGE PARENT, INC., a
Delaware corporation; and DOES 1
through 10 inclusive

Defendants.

Case No.: 37-2022-00052523-CU-OE-CTL

COMPLAINT FOR:

- 1. PAGA Claim for Failure to Provide Access to Employee Personnel Records (Cal. Labor Code §§ 226, 432, and 1198.5);**
- 2. PAGA Claim for Failure to Pay State Minimum/Regular Wages;**
- 3. PAGA Claim for Failure to Pay State Overtime Wages;**
- 4. PAGA Claim for Failure to Timely Pay Wages;**
- 5. PAGA Claim for Meal and Rest Break Labor Code Violations;**
- 6. PAGA Claim for Inaccurate Wage Statements;**
- 7. PAGA Claim for Failure to Maintain Payroll Records;**
- 8. PAGA Claim for Failure to Reimburse Business Expenses in Violation of California Labor Code § 2802; and**
- 9. Miscellaneous claims via the PAGA.**

1 Plaintiff ARMANDO FLORES in his capacity as the State of California's
2 designated proxy under the Private Attorneys General Act (collectively, the
3 "Plaintiffs"), alleges the following:

4 **NATURE OF THE ACTION**

5 1. Pursuant to Labor Code Private Attorney General Act ("PAGA"), §§
6 2698, 2699 of the California Labor Code, Plaintiffs bring this representative action
7 against Defendants for violations of the California Labor Code and the Industrial
8 Welfare Commission Wage Orders (the "IWC Wage Orders").

9 2. Plaintiffs bring this action seeking only civil penalties (no wages and no
10 individualized relief) via the PAGA, reasonable attorneys' fees, and costs within the
11 meaning of *Esparza v. KS Indus., L.P.* (2017) 13 Cal.App.5th 1228.

12 **THE PARTIES**

13 3. The State of California is the real party in interest in a PAGA action.
14 (*Kim v. Reins Int'l California, Inc.* (2020) 9 Cal.5th 73, 81 [the "government entity on
15 whose behalf the plaintiff files suit is always the real party in interest."].)

16 4. Plaintiff ARMANDO FLORES is an individual residing in California.

17 5. Defendant EVOLUTION HOSPITALITY, LLC is a California limited
18 liability corporation doing business in San Diego County, California.

19 6. Defendant EVOLUTION HOSPITALITY, LLC is a California limited
20 liability corporation doing business in San Diego County, California.

21 7. Defendant AIMBRIDGE HOSPITALITY, LLC is a Delaware limited
22 liability corporation doing business in San Diego County, California.

23 8. Defendant EVOLUTION HOSPITALITY SERVICES, LLC is a
24 Delaware limited liability corporation doing business in San Diego County,
25 California.

26 9. Defendant AIMBRIDGE EMPLOYEE SERVICE CORP. is a Texas
27 corporation doing business in San Diego County, California.
28

1 10. Defendant AIMBRIDGE PARENT INC. is a Texas corporation doing
2 business in San Diego County, California.

3 11. The true names and capacities, whether individual, corporate, associate,
4 or otherwise of the Defendants named herein as DOES 1 through 10, are unknown to
5 Plaintiff at this time. Plaintiff therefore sues said Defendants by such fictitious names
6 pursuant to § 474 of the California Code of Civil Procedure. Plaintiff will seek leave
7 to amend this Complaint to allege the true names and capacities of DOES 1 through
8 10 when their names are ascertained. Plaintiff is informed and believes, and based
9 thereon alleges, that each of the DOE Defendants is in some manner liable to Plaintiff
10 for the events and actions alleged herein.

11 12. Unless otherwise specified by name, the named Defendants and DOES 1
12 through 50 are collectively referred to as "DEFENDANT EMPLOYER."

13 13. All named Defendants and DOES 1 through 10 are collectively referred
14 to as "Defendants."

15 14. Plaintiffs are informed and believe, and based thereon allege, that each
16 Defendant was acting as an agent, joint venturer, an integrated enterprise and/or alter
17 ego for each of the other Defendants and each were co-conspirators with respect to the
18 acts and the wrongful conduct alleged herein so that each is responsible for the acts of
19 the other pursuant to the conspiracy and in proximate connection with the other
20 Defendant(s).

21 15. Plaintiffs are informed and believe, and based thereon allege, that each
22 Defendant was acting partly within and partly without the scope and course of their
23 employment, and was acting with the knowledge, permission, consent, and ratification
24 of every other Defendant.

25 16. Plaintiffs are informed and believe, and based thereon allege that each of
26 the Defendants was an agent, managing general partner, managing member, owner, co-
27 owner, partner, employee, and/or representative of each of the Defendants and was at
28 all times material hereto, acting within the purpose and scope of such agency,

1 employment, contract and/or representation, and that each of them is jointly and
2 severally liable to Plaintiffs.

3 17. Plaintiffs are informed and believe, and based thereon allege that each of
4 the Defendants is liable to Plaintiffs under legal theories and doctrines including but
5 not limited to (1) joint employer; (2) integrated enterprise; (3) agency; and/or (4) alter
6 ego, based in part, on the facts set forth below.

7 18. By way of example, according to EVOLUTION HOSPITALITY, LLC's
8 and AIMBRIDGE HOSPITALITY, LLC's respective websites, Evolution Hospitality
9 Evolution Hospitality became a wholly-owned subsidiary of Aimbridge Hospitality in
10 2015. *See* "About Us | Evolution Hospitality," available at
11 <http://www.evolutionhospitality.com/about.php> and "History & Milestones –
12 Aimbridge Hospitality | Aimbridge Hospitality"
13 <https://www.aimbridgehospitality.com/history-and-milestones/> (last visited May 13,
14 2021).

15 19. According to Defendants' most recent "Statement of Information" forms
16 filed with the California Secretary of State, EVOLUTION HOSPITALITY, LLC;
17 AIMBRIDGE HOSPITALITY, LLC; EVOLUTION HOSPITALITY EMPLOYEE
18 SERVICES, LLC; and AIMBRIDGE EMPLOYEE SERVICE CORP. share the same
19 managers, members, and/or officers including, but not limited to: Gregory Moundas,
20 who serves as a manager and/or member of EVOLUTION HOSPITALITY, LLC and
21 EVOLUTION HOSPITALITY EMPLOYEE SERVICES, LLC, and as Secretary for
22 AIMBRIDGE EMPLOYEE SERVICE CORP.; and Elle Khoury, who serves as a
23 manager and/or member of EVOLUTION HOSPITALITY, LLC, and as Chief
24 Executive Officer for AIMBRIDGE EMPLOYEE SERVICE CORP.

25 20. On the California Secretary of State's website
26 (<https://businesssearch.sos.ca.gov/>), AIMBRIDGE HOSPITALITY, LLC and
27 AIMBRIDGE EMPLOYEE SERVICE CORP. share the same entity and mailing
28 address, "5851 Legacy Circle, Suite 400, Plano, TX 75024.

22. The named Defendants utilize the same standardized employment forms and issue the same employment policies.

23. Plaintiffs are informed and believe, and based thereon allege, that each of the named Defendants are part of an integrated enterprise and have acted or currently act as the employer and/or joint employer of the Plaintiffs/Class Members making each of them liable for the wage and hour violations alleged herein.

24. Plaintiffs are informed and believe, and therefore allege, that one, more than one, or each of the named Defendants are liable to the Plaintiffs under legal theories and doctrines including but not limited to (1) the common law joint employer doctrine and/or (2) Labor Code § 2810.3 because at least one of these named Defendants worked as the central hub to an overall business operation by which the interrelationship between these Defendants makes each of the Defendants liable for the wage and hour violations alleged herein.

JURISDICTION & VENUE

25. Pursuant to Article VI, § 10 of the California Constitution, subject matter jurisdiction is proper in the Superior Court of California, County of San Diego, State of California because Plaintiff alleges claims arising under California law.

26. This Court has jurisdiction over the Defendants because each is an association, corporation, business entity, or individual that conducts substantial business in the State of California, County of San Diego.

27. Pursuant to § 395 of the California Code of Civil Procedure, venue is proper in the Superior Court of California for the County of San Diego because this is where the misconduct alleged in this Complaint occurred.

28. There is no basis for federal diversity jurisdiction in this action given that the State of California, as the real party in interest in this action, is not a “citizen” for purposes of satisfying diversity jurisdiction. (*Urbino v. Orkin Servs. of Cal.* (9th

1 Cir. Cal. 2013) 726 F.3d 1118, 1123.)

2 **GENERAL ALLEGATIONS**

3 29. Defendants provide hotel and resort management services in major
4 metropolitan markets in the U.S.

5 30. Upon information and belief, Defendants maintain a single, centralized
6 Human Resources (“HR”) department at their company headquarters in San
7 Clemente, California, or Plano, Texas, which is responsible for the recruiting and
8 hiring of new employees, and communicating and implementing Defendants’
9 company-wide policies, including timekeeping policies and meal and rest period
10 policies, to employees throughout California.

11 31. In particular, Plaintiff and other Aggrieved Employees, on information
12 and belief, received the same standardized documents and/or written policies.

13 32. Upon information and belief, the usage of standardized documents
14 and/or written policies, including new-hire documents, indicate that Defendants
15 dictated policies at the corporate level and implemented them company-wide,
16 regardless of their employees’ assigned locations or positions.

17 33. Upon information and belief, Defendants set forth uniform policies and
18 procedures in several documents provided at an employee’s time of hire.

19 34. Upon information and belief, Defendants maintain a centralized
20 payroll department at their company headquarters in San Clemente, California, or
21 Plano, Texas, which processes payroll for all non-exempt, hourly paid employees
22 working for Defendants at their various locations and jobsites in California, including
23 Plaintiff and other Aggrieved Employees.

24 35. Based upon information and belief, Defendants issue the same formatted
25 wage statements to all non-exempt, hourly paid employees in California, irrespective
26 of their work locations.

27 36. Upon information and belief, Defendants process payroll for departing
28 employees in the same manner throughout the State of California, regardless of the

1 manner in which each employee's employment ends.

2 37. From about October 25, 2021, to about April 14, 2022, Defendants
3 employed Plaintiff in San Diego County, California as a nonexempt employee and
4 paid Plaintiff on an hourly basis.

5 38. On April 14, 2022, Defendants terminated Plaintiff's employment, but
6 waited to April 19, 2022 tell him he was terminated.

7 **Failure to Provide Records Claim.**

8 39. On or about June 14, 2022, Plaintiff, via counsel, sent correspondence to
9 DEFENDANT EMPLOYER requesting to obtain access to Plaintiff's payroll records
10 and employee personnel file to which Plaintiff received no response. A true and
11 correct copy of the foregoing correspondence is attached hereto and marked as
12 **Exhibit 1.**

13 40. On or about July 12, 2022, Plaintiff, via counsel, sent a second letter to
14 DEFENDANT EMPLOYER requesting to obtain access to Plaintiff's payroll records
15 and employee personnel file. A true and correct copy of the foregoing correspondence
16 is attached hereto and marked as **Exhibit 2.**

17 41. On July 12, 2022, Leticia Marquez, Human Resources Coordinator for
18 Aimbridge Hospitality sent an email to Plaintiff's Counsel that said, "Good afternoon
19 Mr. Rutledge, The Evolution corporate office in San Clemente did forward the
20 request for our former associate Lloyd Dozier last Friday, July 8 but not the request
21 for Armando Flores. I will work on gathering the information for both former
22 associates and have it to you by Monday, July 18; I hope that is acceptable. Thank
23 you."

24 42. On July 18, 2022, at the close of business at 5:15 p.m. Pacific Standard
25 Time, Plaintiff's Counsel sent an email to Ms. Marquez to ascertain the status of
26 Plaintiff's records.

27 43. Before the filing of this action, DEFENDANT EMPLOYER failed to
28 respond to Plaintiff's Counsel's email of July 18, 2022

1 44. On July 25, 2022, DEFENDANT EMPLOYER via counsel untimely
2 produced portions of the requested records.

3 45. On October 3, 2022, DEFENDANT EMPLOYER via counsel untimely
4 produced more portions of the requested records, yet still Missing from
5 DEFENDANT EMPLOYER's records production is a copy of the background report
6 DEFENDANT EMPLOYER procured on the Plaintiff, among other things.

7 46. Based on the foregoing, Plaintiff seeks the remedies set forth in this
8 Complaint.

9 **Unpaid Overtime Wages.**

10 47. Plaintiffs are informed and believe and based thereon allege that within
11 the last year before the filing of this action and continuing to the present, and pursuant
12 to company policy and/or practice and/or direction, based on the policies
13 implemented and enforced by Defendants, Defendants regularly and systematically,
14 as a policy and practice, underpaid Plaintiffs and similarly situated employees'
15 overtime.

16 48. Plaintiffs are informed and believe and based thereon allege that not all
17 Aggrieved Employees were paid for all hours worked because all hours worked were
18 unrecorded.

19 49. This claim is premised, in part, on Defendants' written policies, one of
20 which concerned COVID prescreening checks Defendants' employees were required
21 to conduct "Before coming into work each day," making compliance with such a
22 policy off-the-clock unrecorded work. A true and correct copy of this written policy is
23 attached hereto and marked as **Exhibit 3** and incorporated herein by reference.

24 50. Plaintiffs are informed and believe and based thereon allege that
25 Plaintiffs' unpaid overtime claim is premised, in part, on Defendants' policy of failing
26 to pay Aggrieved Employees at a regular rate of pay, and corresponding overtime
27 rates of pay, that included as eligible income all income derived from incentive pay,
28 nondiscretionary bonuses, and/or other forms of compensation.

1 51. Plaintiffs are informed and believe and based thereon allege that
2 Defendants overtime payments to Aggrieved Employees did not include all forms of
3 remuneration to which they had a right to receive from the Defendants. (See § 49.1.1
4 of the California Division of Labor Standards and Enforcement Policies and
5 Interpretations Manual.)

6 52. Plaintiffs are informed and believe and based thereon allege that some
7 Aggrieved Employees earned such remuneration, including the various
8 nondiscretionary bonuses, but upon information and belief such remuneration was not
9 included in their regular rate of pay for purposes of overtime compensation during the
10 relevant pay periods.

11 53. This claim is also premised, in part, on Plaintiffs' right to pursue all
12 Labor Code claims on behalf of Aggrieved Employees per *Huff v. Securitas Security*
13 *Services USA, Inc.* (2018) 23 Cal.App.5th 745.

14 **Unpaid Minimum/Regular Wages.**

15 54. Plaintiffs are informed and believe and based thereon allege that within
16 the last year before the filing of this action and continuing to the present, and pursuant
17 to company policy and/or practice and/or direction, Defendants, based on the policies
18 implemented and enforced by Defendants, failed to pay Plaintiffs and Aggrieved
19 Employees all their regular/minimum wages, in an amount to be proven at trial.

20 55. This claim is premised, in part, on Defendants' policy stated in **Exhibit 3**
21 above and Defendants' corresponding failure to compensate Aggrieved Employees
22 for this off the worksite labor.

23 56. This claim is also premised, in part, on Defendants' habit of contacting
24 Aggrieved Employees after they had clocked out and went home due to unforeseen
25 problems in the workplace where management contacted Aggrieved Employees off
26 the clock to ask them questions about things that were occurring in the workplace in
27 real time.

28 57. Plaintiffs are informed and believe and based thereon allege that

1 Defendants knew or should have known that Aggrieved Employees had the right to
2 receive at least minimum wages for compensation and that they were not receiving at
3 least minimum wages for work that was required to be done off-the-clock.

4 58. In violation of the California Labor Code, Plaintiffs are informed and
5 believe and based thereon allege that Defendants failed to pay non-party Aggrieved
6 Employees minimum wages for work performed off-the-clock.

7 59. This claim is also premised, in part, on Plaintiff's right to pursue all
8 Labor Code claims on behalf of Aggrieved Employees per *Huff v. Securitas Security*
9 *Services USA, Inc.* (2018) 23 Cal.App.5th 745.

10 **Meal and Rests Break Claims.**

11 60. Plaintiffs are informed and believe and based thereon allege that within
12 the last year before the filing of this action, and pursuant to company policy and/or
13 practice and/or direction, Defendants failed to permit Aggrieved Employees to take
14 all their compliant off-duty meal and rest breaks during the required timeframe as
15 required by law and failed to pay them premium pay in lieu thereof, in an amount to
16 be proven at trial.

17 61. Plaintiffs are informed and believe and based thereon allege that
18 Defendants had a habit of understaffing their hotel locations, which, coupled with
19 hotel guest demands and heavy workloads, resulted in a failure to provide Aggrieved
20 Employees with adequate meal period coverage.

21 62. Plaintiffs are informed and believe and based thereon allege that
22 Defendants had a practice of failing to schedule meal periods, which further caused
23 Aggrieved Employees to not be relieved of their duties for compliant meal periods.

24 63. Plaintiffs are informed and believe and based thereon allege that
25 Aggrieved Employees worked through meal periods or had their meal periods
26 interrupted because there were not enough employees on duty to handle the workload
27 and attend to hotel guests, especially during peak hotel seasons.

28 64. Moreover, Defendants required Aggrieved Employees (such as, for

1 example, Lloyd Dozier) to respond to calls on their personal cellular phones from
2 Defendants' management, including during unpaid meal periods, but did not
3 compensate them for this time.

4 65. Many times, in an amount to be proven at trial, Plaintiffs are informed
5 and believe and therefore allege that in cases where Plaintiffs and Aggrieved
6 Employees worked more than five and/or ten hours in a workday, they were deprived
7 their right to take an uninterrupted meal break and Defendants failed to pay them
8 premium pay for their missed or noncompliant meal breaks.

9 66. Plaintiffs' rest break claim is premised on Defendants' policy that
10 required Aggrieved Employees to work alone or under circumstances where taking a
11 meal and rest break was impracticable because of Defendants' policies that required
12 their workers to never leave Defendants company-owned trucks.

13 67. As to the named Plaintiff specifically, he and his coworkers were
14 required to keep a working radio Defendants provided with him on at all times in case
15 something surfaced during the workday, which messages Plaintiff received sometimes
16 interrupted his paid breaks.

17 68. Because of Defendants' policy, Defendants prevented Aggrieved
18 Employees from taking all their uninterrupted rest breaks to which they had the right
19 to enjoy in an amount to be proven at trial, and Defendants failed to pay them
20 premium pay as required under California law. (*See Augustus v. ABM Security*
21 *Services* (2016) 2 Cal.5th 257.)

22 69. This claim is also premised, in part, on Plaintiff's right to pursue all
23 Labor Code claims on behalf of Aggrieved Employees per *Huff v. Securitas Security*
24 *Services USA, Inc.* (2018) 23 Cal.App.5th 745.

25 **Unreimbursed Work-Related Expense Claims.**

26 70. Plaintiffs are informed and believe and based thereon allege that during
27 all times relevant, and pursuant to company policy and/or practice and/or direction,
28 Defendants required Aggrieved Employees (such as, for example, Lloyd Dozier) to

1 use their cell phones and incur various other expenses associated with their work for
2 Defendants.

3 71. Plaintiffs allege that Defendants, via its managers, typically called,
4 texted, and emailed many Aggrieved Employees' personal cell phones during
5 working hours.

6 72. Defendants issued the named Plaintiff's supervisor Lloyd Dozier, for
7 example, a business card listing Mr. Dozier's personal cell phone as his contact
8 number. A true and correct copy of Mr. Dozier's business card is attached hereto as
9 **Exhibit 4.**

10 73. Plaintiffs are informed and believe, and thereupon allege, that
11 Defendants' requirement for employees to use their supplies and equipment to
12 perform their work duties without reimbursement was an attempt to defray the costs
13 onto its employees.

14 74. Defendants passed the cost of doing business onto its employees by
15 requiring, without reimbursement, their employees to purchase equipment, tools, and
16 services necessary to perform work for Defendants.

17 75. This claim is also premised, in part, on Plaintiff's right to pursue all
18 Labor Code claims on behalf of Aggrieved Employees per *Huff v. Securitas Security*
19 *Services USA, Inc.* (2018) 23 Cal.App.5th 745.

20 **Erroneous Wage Statements in Violation of Labor Code § 226.**

21 76. Plaintiffs are informed and believe and based thereon allege that during
22 all times relevant, and pursuant to company policy and/or practice and/or direction
23 and continuing to the present, and pursuant to company policy and/or practice and/or
24 direction, Defendants issued confusing and inaccurate wage and earning statements to
25 Plaintiffs, which wage and earning statements failed to identify their correct rates of
26 pay and/or correct gross and net earnings during the applicable pay period.

27 77. By way of example, attached hereto as **Exhibits 5** and **6** are confusing
28 paystubs Defendants issued to the named Plaintiff covering the same pay period, but

1 each reporting completely different gross and net pay amounts, and showing different
2 pay dates.

3 78. In addition to the foregoing stand-alone claim under Labor Code § 226,
4 Plaintiffs' paystubs and those of similarly situated employees of Defendants were
5 inaccurate because Defendants failed to pay them all wages, as alleged above,
6 supporting a derivative claim under Labor Code § 226.

7 79. This claim is also premised, in part, on Plaintiff's right to pursue all
8 Labor Code claims on behalf of Aggrieved Employees per *Huff v. Securitas Security*
9 *Services USA, Inc.* (2018) 23 Cal.App.5th 745.

10 **Derivative PAGA Claims.**

11 80. Plaintiffs are informed and believe and based thereon allege that during
12 all times relevant, and pursuant to company policy and/or practice and/or direction,
13 Aggrieved Employees did not receive their final paychecks immediately upon
14 involuntary termination or within 72 hours of voluntary separation, Defendants did
15 not pay all final wages at the location of employment, and said final paychecks did
16 not include all wages due to the employee.

17 81. In the case of the named Plaintiff specifically, Defendants decided to
18 terminate him on April 14, 2022, but waited five days before informing him on or
19 about April 19, 2022 that his employment was terminated and issuing him his last and
20 final paycheck more than eight days late on April 22, 2022. See true and correct
21 copies of Plaintiff's final paystub and Notice to Employee of Change in Relationship
22 attached hereto as **Exhibits 6 and 7** and incorporated herein by reference.

23 82. Based on the foregoing misconduct, Defendants paid Plaintiffs and
24 Aggrieved Employees late in violation of Labor Code § 203.

25 **REPRESENTATIVE ACTION (i.e., PAGA) CLAIMS**

26 83. The duties and business activities of the Aggrieved Employees were
27 essentially the same as the duties and activities of the Plaintiff described above.

28 84. This representative action filed pursuant to PAGA, §§ 2698, 2699

1 generally concerns the following group:

2 **All current or former nonexempt employees who worked for**
3 **the Defendants in the state of California from October 11, 2021**
4 **to the present.**

5 85. All members of the represented group will be referred to as the
6 “Aggrieved Employees.”

7 86. The “Representative Period” means from **October 11, 2021** to the
8 present.

9 87. Plaintiff further alleges, on information and belief, that Aggrieved
10 Employees, did not receive all wages due at the time their employment ended with
11 Defendants.

12 88. On information and belief, Defendants’ current and former employees
13 were subject to wage and hour violations by Defendants, including failing to be paid
14 for all wages due.

15 89. California law provides that an employee may file an action against an
16 employer for penalties in connection with violations of the Labor Code and Wage
17 Orders provided the aggrieved employee file an action on behalf of him or herself and
18 similarly situated current and former employees.

19 90. At all material times, Defendants and DOES 1 through 50 were and/or
20 are Aggrieved Employees’ employers or persons acting on behalf of Aggrieved
21 Employees’ employer, within the meaning of California Labor Code § 558, who
22 violated or caused to be violated, a section of Part 2, Chapter 1 of the California
23 Labor Code or any provision regulating hours and days of work in any Order of the
24 Industrial Welfare Commission and, as such, are subject to penalties for each
25 underpaid employee as set for in Labor Code § 558.

26 91. As set forth in further detail below, because of the analysis and
27 investigation of the Plaintiffs’ claims, Plaintiffs’ attorneys sent letters to the
28 California Labor and Workforce Development Agency (hereinafter referred to as

1 “LWDA”) and to Defendants informing Defendants of these claims and Plaintiffs’
2 intent to pursue litigation.

3 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

4 92. As to penalty claims under the Labor Code Private Attorney General
5 Act, on **October 11, 2022**, Plaintiffs, *et al.*, via counsel, sent correspondence to the
6 LWDA and Defendants via certified U.S. Mail indicating that Plaintiffs are pursuing
7 the claims alleged in this Complaint.

8 93. As of this filing, the statutory period for Plaintiffs has expired for the
9 letter alleged above and the LWDA did not serve Plaintiffs with notice of intent to
10 assume jurisdiction over the applicable penalty claims and did not provide notice as
11 set forth in Labor Code § 2699.3 (a)(2)(A) within the statutory period.

12 94. Therefore, Plaintiffs have exhausted Plaintiffs’ administrative remedies
13 to pursue claims and remedies as authorized by PAGA.

14 95. The Causes of Action alleged herein are appropriately suited for a
15 Representative Action under PAGA (Labor Code § 2698, *et seq.*) because:

16 a. This action involves allegations of violations of provisions
17 of the California Labor Code that provide for a civil penalty to
18 be assessed and collected by the LWDA or any departments,
19 divisions, commissions, boards, agencies, or employees;

20 b. Plaintiffs are “aggrieved employees” because Plaintiffs were
21 employed by the alleged violator and had one or more of the
22 Labor Code violations alleged on this Complaint committed
23 against them; and

24 c. Plaintiffs have satisfied the procedural requirements of
25 Labor Code § 2699.3, as set forth above.

26 ///

27 ///

28 ///

FIRST CAUSE OF ACTION

**Representative Claim for Penalties via the PAGA
Failure to Provide Access to Employee Personnel File
and Payroll Records in Violation of
California Labor Code §§ 226, 432, and 1198.5
(Against all Defendants)**

96. Plaintiffs re-allege and incorporate by reference the foregoing allegations, as though set forth herein.

97. California Labor Code § 226, subdivision (b), requires employers doing business in the State of California to “afford current and former employees the right to inspect or copy records pertaining to their employment, upon a reasonable request to the employer...” and subdivision (c), requires employers to produce such records within “21 calendar days from the date of the request.”

98. Plaintiff maintains the records requested fall within the meaning of Labor Code § 226 because, among other reasons, the requested documents are “records pertaining to [his] employment.”

99. California Labor Code § 432, subdivision (b), requires employers doing business in the State of California to provide current, former employees, and applicants copies of all written instruments they sign upon request.

100. Plaintiff maintains the records requested fall within the meaning of Labor Code § 432 because some of the records requested constitute written instruments the Plaintiff signed.

101. California Labor Code § 1198.5, *et seq.*, similarly provides current and former employees the right to inspect their employee personnel records and requires the employer to provide the employee access to such records no later than 30 calendar days from the date the employer receives a written request.

102. Plaintiff maintains the records requested fall within the meaning of Labor Code § 1198.5, *et seq.* because they were part of and/or related to Plaintiff’s

1 personnel file within the meaning of Labor Code § 1198.5.

2 103. As alleged above, Defendants did not provide Plaintiff timely access to
3 Plaintiff's employee personnel file and/or the records to which Plaintiff has the right
4 to obtain within the meaning of the foregoing statutes in violation of the above
5 described statutes and Defendants still refuse to produce all portions of the requested
6 records.

7 104. Based on the foregoing, Plaintiffs seek all remedies pursuant to the
8 PAGA in an amount to be proven at trial.

9 **SECOND CAUSE OF ACTION**

10 **Representative Claim for Penalties via the PAGA**
11 **Under California Labor Code §§ 2698, 2699, *et seq.* for**
12 **Failure to Pay Local/State Minimum/Regular Wages**
13 **in Violation of California Labor Code § 1194, 1197, 1811, 1815, 1198, and the**
14 **applicable Industrial Welfare Commission ("IWC")**
15 **Wage Order, and Where applicable the Local Min. Wage Ordinance**
16 **(Against all Defendants)**

17 105. Plaintiffs re-allege and incorporate by reference the foregoing
18 allegations, as though set forth herein.

19 106. Pursuant to Labor Code §§ 1194, 1197, 1197.1, 1811, 1815, and 1198,
20 it is unlawful for a California employer to suffer or permit an employee to work
21 without paying wages for all hours worked, as required by the applicable Industrial
22 Welfare Commission ("IWC") Wage Order.

23 107. During all times relevant, the law required Defendants to pay Plaintiffs
24 and other members of the Aggrieved Employees their respective hourly rate for all
25 hours worked and/or minimum wages per state law or applicable local law.

26 108. During all times relevant, at least one of the IWC Wage Orders
27 applied to Plaintiffs' employment with Defendants.

28 109. Pursuant to the applicable Wage Order, "hours worked" include the

1 time during which an employee is “suffered or permitted to work, whether or not
2 required to do so.”

3 110. Under state and, where appropriate, local law, every employer must
4 pay each nonexempt employee minimum wages. (*See, e.g.*, San Diego Mun. Code,
5 Ch. 3, Art. 9, Div. 1; Los Angeles County Minimum Wage Ordinance (Chap. No.
6 8.100.010, *et seq.*); Sacramento Minimum Wage Ordinance, etc.)

7 111. Plaintiffs are informed and believe, and based thereon allege, that
8 during the relevant period Defendants did not pay Aggrieved Employees
9 minimum/regular wages for all hours suffered or permitted to work in violation of
10 state and/or local law and/or prevailing wage law.

11 112. Labor Code § 1194 subdivision (a) permits an action to recover wages
12 because of the payment of a wage less than the minimum wage “applicable to the
13 employee” including attorneys’ fees, costs, and interest.

14 113. At all material times, Defendants were and/or are Aggrieved
15 Employees’ employers or persons acting on behalf of Aggrieved Employees’
16 employer, within the meaning of California Labor Code §§ 558 and 558.1, who
17 violated or caused to be violated, a section of Part 2, Chapter 1 of the California
18 Labor Code or any provision regulating hours and days of work in any Order of the
19 Industrial Welfare Commission and, as such, are subject to civil penalties for each
20 underpaid employee as set for in Labor Code § 558.

21 114. In committing the violations of state law as herein alleged, Plaintiffs
22 are informed and believe based there upon allege that Defendants have knowingly and
23 willfully refused to perform their obligations to compensate Aggrieved Employees for
24 all wages earned and all hours worked.

25 115. As a direct result, Plaintiffs are informed and believe, and based
26 thereon allege, that Aggrieved Employees have suffered and continue to suffer,
27 substantial losses related to the use and enjoyment of such compensation, wages, lost
28 interest on such monies and expenses and attorneys’ fees in seeking to compel

1 Defendants to fully perform their obligations under state and/or local law.

2 116. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of
3 them, a penalty of one hundred dollars (\$100.00) for each aggrieved employee per
4 pay period for the initial violation and two hundred (\$200.00) for each aggrieved
5 employee per pay period for each subsequent violation in which Defendants violated
6 the minimum wage and/or regular wage provisions of the Labor Code, including but
7 not limited to §§ 216, 218, 218.5, 558, 1194, 1197, 1197.1, 1771, 1774, 1776, 1811,
8 1815, 1182.12, 1194.2, 1197, and 1198 the exact amount of the applicable penalty is
9 all in an amount to be shown according to proof at trial.

10 117. Based on the foregoing, Plaintiffs seek all remedies pursuant to the
11 PAGA in an amount to be proven at trial.

12 **THIRD CAUSE OF ACTION**

13 **Representative Claim for Penalties via the PAGA**
14 **Under California Labor Code §§ 2698, 2699, *et seq.* for**
15 **Failure to Pay State Overtime and/or Double-Time Compensation**
16 **in Violation of California Labor Code §§ 216, 218, 218.5, 225.5,**
17 **1182.12, 1194, 1194.2, 1197, 1197.1, 1811, 1815,**
18 **and the Applicable IWC Wage Order**
19 **(Against all Defendants)**

20 118. Plaintiffs re-allege and incorporate by reference the foregoing
21 allegations, as though set forth herein.

22 119. California law requires an employer to pay each employee for the
23 actual hours worked. (*See* Cal. Labor Code §§ 200, 226.)

24 120. During all times relevant, one or more of the IWC Wage Orders
25 applied to Plaintiffs' employment with Defendants.

26 121. Pursuant to § 2(K) of the applicable Wage Order(s), including Wage
27 Order 15, "hours worked" include the time during which an employee is "suffered or
28 permitted to work, whether or not required to do so."

1 122. Pursuant to Labor Code §§ 510, 1194, 1194.2, and § 3 of the
2 applicable Wage Order(s), for each hour (or fraction thereof) an employee works up
3 to forty (40) hours in a week and eight (8) hours in a day, the employer must pay the
4 employee's regular hourly wage. For each hour (or fraction thereof) an employee
5 works over forty (40) hours in a week or more than eight (8) hours in a workday the
6 employer must pay the rate of one and a half times the employee's regular hourly
7 wage.

8 123. For each hour (or fraction thereof) an employee works more than
9 twelve (12) hours in one day or more than eight (8) hours a day on the seventh
10 consecutive day of work, the employer must compensate the employee at the rate of
11 no less than twice the regular rate of pay for that employee.

12 124. During all times relevant, and pursuant to company policy and/or
13 practice and/or direction, Defendants required Plaintiffs and the Aggrieved
14 Employees to work more than 40 hours per week and/or eight hours in a workday and
15 Defendants did not pay Aggrieved Employees all overtime compensation to which
16 they should have received.

17 125. According to § 49.1.1 of the California Division of Labor Standards
18 and Enforcement Policies and Interpretations Manual, "In California, as with the
19 federal FLSA, overtime is computed based on the regular rate of pay. The regular rate
20 of pay includes many different kinds of remuneration, for example: hourly earnings,
21 salary, piecework earnings, commissions, *certain bonuses*, and the value of meals and
22 lodging." (Emphasis added.)

23 126. As alleged herein, Plaintiffs are informed and believe, and based
24 thereon allege, that Defendants failed to pay Aggrieved Employees all overtime to
25 which they had a right to receive.

26 127. In committing the violations of state law as herein alleged, Plaintiffs
27 are informed and believe, and based thereon allege, that Defendants have knowingly
28 and willfully refused to perform their obligations to compensate Aggrieved

1 Employees for all wages earned and all hours worked.

2 128. At all material times, Defendants were and/or are Aggrieved
3 Employees' employers or persons acting on behalf of Aggrieved Employees'
4 employer, within the meaning of California Labor Code §§ 558 and 558.1, who
5 violated or caused to be violated, a section of Part 2, Chapter 1 of the California
6 Labor Code or any provision regulating hours and days of work in any Order of the
7 Industrial Welfare Commission and, as such, are subject to penalties for each
8 underpaid employee as set for in Labor Code § 558.

9 129. In committing the violations of state law as herein alleged, Plaintiffs
10 are informed and believe, and based thereon allege, that Defendants have knowingly
11 and willfully refused to perform their obligations to compensate Aggrieved
12 Employees for all wages earned and all hours worked.

13 130. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of
14 them, a penalty of one hundred dollars (\$100.00) for each aggrieved employee per
15 pay period for the initial violation and two hundred (\$200.00) for each aggrieved
16 employee per pay period for each subsequent violation in which Defendants violated
17 the overtime provisions of the Labor Code, including but not limited to §§ 510, 558
18 and 1194, the exact amount of the penalties sought is in an amount to be shown
19 according to proof at trial.

20 131. Based on the foregoing, Plaintiffs seek all remedies pursuant to the
21 PAGA in an amount to be proven at trial.

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FOURTH CAUSE OF ACTION

Representative Claim for Penalties via the PAGA

Under California Labor Code §§ 2698, 2699, *et seq.* for

Failure to Timely Pay Earned Wages Upon Separation of Employment in

Violation of California Labor Code §§ 201, 201.3, 202, 203, 204, 204b,

218.5, 218.6, 256, 1198, and the applicable Wage Order

(Against all Defendants)

132. Plaintiffs re-allege and incorporate by reference the foregoing allegations, as though set forth herein.

133. Pursuant to Labor Code § 201, “If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”

134. Pursuant to Labor Code § 202, “If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 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.”

135. Labor Code § 203 provides, in pertinent part: “If an employer willfully fails to pay, without abatement or reduction, ... any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days. ...”

136. Pursuant to Labor Code § 204, “all wages ... earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays.”

137. Pursuant to Labor Code § 204b, “Labor performed by a weekly-paid employee during any calendar week and prior to or on the regular payday shall be paid for not later than the regular payday of the employer for such weekly-paid

1 employee falling during the following calendar week.”

2 138. Based on the misconduct alleged above, Defendants did not properly pay
3 Plaintiff and Aggrieved Employees pursuant to the requirements of Labor Code §§
4 201, 202, 204 and/or 204b.

5 139. To date, Plaintiffs are informed and believe, and based thereon allege,
6 that Defendants have not paid terminated all Aggrieved Employees all earned wages
7 as required by law.

8 140. At all material times, Defendants and DOES 1 through 50 were and/or
9 are Aggrieved Employees’ employers or persons acting on behalf of Aggrieved
10 Employees’ employer, within the meaning of California Labor Code § 558, who
11 violated or caused to be violated, a section of Part 2, Chapter 1 of the California
12 Labor Code or any provision regulating hours and days of work in any Order of the
13 Industrial Welfare Commission and, as such, are subject to penalties for each
14 underpaid employee as set for in Labor Code § 558.

15 141. In committing the violations of state law as herein alleged, Plaintiffs are
16 informed and believe, and based thereon allege, that Defendants have knowingly and
17 willfully refused to perform their obligations to compensate Aggrieved Employees for
18 all wages earned and all hours worked.

19 142. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,
20 a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay
21 period for the initial violation and two hundred (\$200.00) for each aggrieved
22 employee per pay period for each subsequent violation in which Defendants violated
23 Labor Code §§ 201, 202, 203, 204, 204b, and 256.

24 143. Based on the foregoing, Plaintiffs seek all remedies pursuant to the
25 PAGA in an amount to be proven at trial.
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FOURTH CAUSE OF ACTION

Representative Claim for Penalties via the PAGA

Under California Labor Code §§ 2698, 2699, *et seq.* for

**Failure to Comply with the Meal and Rest Break Requirements Under Labor
Code §§ 226.7, 512, 516, 1198, and the applicable IWC Wage Order**

(Against all Defendants)

144. Plaintiffs re-allege and incorporate by reference the foregoing allegations, as though set forth herein.

145. At all relevant times herein set forth, the applicable IWC Wage Order and California Labor Code sections 226.7, 512(a), 516, and 1198 were applicable to Plaintiff's and Aggrieved Employees' employment by Defendants.

146. At all relevant times herein set forth, California Labor Code section 512(a) provides that 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 a 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.

147. 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).

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

149. At all relevant times herein set forth, Labor Code sections 226.7, 512(a), 1198, 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

1 (12) hours, the second meal period may be waived by mutual consent of the
2 employer and the employee only if the first meal period was not waived.

3 150. Under California law, an employer cannot evade meal period
4 requirements via the use of “on-duty” meal agreements because it understaffs its
5 locations. (*Abdullah v. U.S. Sec. Assocs.* (C.D. Cal. Jan. 11, 2011) 2011 U.S. Dist.
6 LEXIS 156685.)

7 151. At all relevant times, the applicable IWC Wage Order provides that
8 “[e]very employer shall authorize and permit all employees to take rest periods,
9 which insofar as practicable shall be in the middle of each work period” and that the
10 “rest period time shall be based on the total hours worked daily at the rate of ten (10)
11 minutes net rest time per four (4) hours or major fraction thereof” unless the total
12 daily work time is less than three and one-half hours.

13 152. At all relevant times, California Labor Code section 226.7 provides
14 that no employer shall require an employee to work during any rest period mandated
15 by an applicable order of the California IWC. To comply with its obligation to
16 authorize and permit rest periods under California Labor Code section 226.7 and the
17 applicable IWC Wage Order, an employer must “relinquish any control over how
18 employees spend their break time, and relieve their employees of all duties—
19 including the obligation that an employee remain on call. A rest period, in short,
20 must be a period of rest.” (*Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th
21 257, 269-270.)

22 153. Based on the misconduct alleged in this Complaint, Plaintiffs are
23 informed and believe, and based thereon allege, that Defendants failed to pay
24 Aggrieved Employees premium pay for all their missed meal and rest breaks and
25 failed to comply with Labor Code §§ 226.7, 512, 516, and 1198.

26 154. Because of Defendants’ illegal pay practices, Plaintiffs are informed and
27 believe, and based thereon allege, that said Defendants failed to pay Aggrieved
28 Employees for all meal and rest breaks despite their requirement under California law

1 and, as such, all culpable Defendants are required to pay Aggrieved Employees for
2 rest break and/or meal break premium wages.

3 155. Plaintiffs are informed and believe, and based thereon allege, that
4 Defendants also failed to provide all Aggrieved Employees, legally-compliant meal
5 and rest periods, or compensation in lieu thereof, during their employment by said
6 Defendants.

7 156. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a
8 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period
9 for the initial violation and two hundred (\$200.00) for each aggrieved employee per
10 pay period for each subsequent violation in which all culpable Defendants violated
11 Cal. Labor Code §§ 226.7 and 512, the exact amount of the applicable penalty is all in
12 an amount to be shown according to proof at trial.

13 157. Alternatively, to the extent that Defendants did pay other non-party
14 Aggrieved Employees one (1) additional hour of premium pay for missed rest
15 periods, Plaintiffs are informed and believe, and based thereon allege, that Defendants
16 did not pay other all Aggrieved Employees at the correct rate of pay for premiums
17 because Defendants failed to include all forms of compensation, such as incentive
18 pay, and/or nondiscretionary bonuses, and/or other forms of remuneration, in the
19 regular rate of pay.

20 158. Based on the foregoing, Plaintiffs seek all remedies pursuant to the
21 PAGA in an amount to be proven at trial.

22 **SIXTH CAUSE OF ACTION**

23 **Representative Claim for Penalties via the PAGA**

24 **Under California Labor Code §§ 2698, 2699, *et seq.* for**

25 **Violations of California Labor Code §§ 226, 226.3, 226.6, 1198,**

26 **and the applicable IWC Wage Order**

27 **(Against all Defendants)**

28 159. Plaintiffs re-allege and incorporate by reference the foregoing

1 allegations, as though set forth herein.

2 160. Plaintiffs allege that Labor Code § 226 subdivision (a) requires, in
3 pertinent part, that every employer shall, “semimonthly or at the time of each
4 payment of wages, shall furnish to his or her employees, either as a detachable part of
5 the check, draft, or voucher paying the employee's wages, or separately if wages are
6 paid by personal check or cash, an accurate itemized statement in writing showing (1)
7 gross wages earned, (2) total hours worked by the employee. . . (3) the number of
8 piece-rate units earned and any applicable piece rate if the employee is paid on a
9 piece-rate basis, (4) all deductions, provided that all deductions made on written
10 orders of the employee may be aggregated and shown as one item, (5) net wages
11 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
12 name of the employee and only the last four digits of his or her social security
13 number..., (8) the name and address of the legal entity that is the employer. . . , and
14 (9) all applicable hourly rates in effect during the pay period and the corresponding
15 number of hours worked at each hourly rate by the employee and, beginning July 1,
16 2013, if the employer is a temporary services employer as defined in Section 201.3,
17 the rate of pay and the total hours worked for each temporary services assignment. . .”
18 (Labor Code § 226 subdivision (a).)

19 161. Upon information and belief, during all times relevant to this action,
20 Defendants did not provide accurate wage statements throughout the Aggrieved
21 Employees Period and, thus, Plaintiffs assert this claim both as a stand-alone claim
22 and derivative of their unpaid wage claims.

23 162. On numerous occasions, an exact amount by which will be proven at
24 trial, Defendants violated various provisions of § 226, including but not limited to
25 subdivisions (a)(1), (a)(2), (a)(4), (a)(5), and (a)(9) by failing to provide Plaintiffs and
26 the Aggrieved Employees accurate itemized statement in writing accurately showing
27 gross wages earned, total hours worked by the employee, net wages earned, rates of
28 pay, among other things.

1 163. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a
2 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period
3 for the initial violation and two hundred (\$200.00) for each aggrieved employee per
4 pay period for each subsequent violation in which all culpable Defendants violated
5 the applicable Cal. Labor Code provisions alleged in this Complaint, the exact amount
6 of the applicable penalty is all in an amount to be shown according to proof at trial.

7 164. Pursuant to Labor Code § 2699, Plaintiffs and Aggrieved Employees
8 seek to recover from Defendants, and each of them, penalties, attorneys' fees, and
9 costs incurred herein under §§ 226, 226.3, and 226.6 in an amount to be proven at
10 trial.

11 **SEVENTH CAUSE OF ACTION**

12 **Representative Claim for Penalties via the PAGA**

13 **Under California Labor Code §§ 2698, 2699, *et seq.* for** 14 **For Failure to Maintain Required Records in Violation of California** 15 **Labor Code §§ 1174 and the Applicable Wage Order and/or § 1198**

16 (Against All Defendants)

17 165. Plaintiffs re-allege and incorporate by reference the foregoing
18 allegations, as though set forth herein.

19 166. As a separate and distinct cause of action, Plaintiff re-alleges and
20 incorporates by reference, as though fully set forth herein, all the allegations
21 contained in this Complaint, excepting those allegations that are inconsistent with this
22 cause of action.

23 167. Section 7 of the typical Wage Order requires every employer to maintain
24 time and payroll records.

25 168. Plaintiffs are informed and believe and based thereon alleges that during
26 all times relevant, Defendants failed to comply with § 7 of the applicable IWC Orders
27 and with Labor Code § 1174 by failing to maintain certain records which employers
28 are required to maintain, including but not limited to, an accurate record indicating

1 the number hours worked by the Plaintiffs.

2 169. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a
3 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period
4 for the initial violation and two hundred (\$200.00) for each aggrieved employee per
5 pay period for each subsequent violation in which all culpable Defendants violated
6 the applicable Cal. Labor Code provisions alleged in this Complaint, the exact amount
7 of the applicable penalty is all in an amount to be shown according to proof at trial.

8 170. For the reasons alleged herein, Plaintiffs seek all available remedies
9 pursuant to PAGA in an amount to be proven at trial including but not limited to
10 penalties, attorneys' fees, costs, and interest pursuant to law.

11 **EIGHTH CAUSE OF ACTION**

12 **Representative Claim for Penalties via the PAGA**

13 **Under California Labor Code §§ 2698, 2699, *et seq.* for**

14 **Failure to Failure to Indemnify/Reimburse Business Expenses in Violation of** 15 **California Labor Code §§ 2802, 1198, and the Applicable Wage Order**

16 (Against all Defendants)

17 171. Plaintiffs re-allege and incorporate by reference the foregoing
18 allegations, as though set forth herein.

19 172. California Labor Code § 2802 requires employers to indemnify their
20 employees for expenses and losses incurred while discharging their duties or
21 obedience to the directions of their employer.

22 173. California Labor Code § 2804 mandates that this statutory right cannot be
23 waived.

24 174. The Aggrieved Employees incurred losses in obedience to the directions of
25 Defendants including but not limited to cell phone expenses.

26 175. Upon information and belief, Defendants maintained no policy of
27 reimbursement of such expenses, and refused to reimburse said expenses.

28 176. Plaintiffs are informed and believe, and based thereon allege, that

1 Defendants required some Aggrieved Employees to purchase and provide their own
2 equipment, services, and supplies to work for Defendants.

3 177. Plaintiffs are informed and believe and based thereon allege that during
4 the relevant timeframe, Defendants had a company-wide policy of requiring other
5 Aggrieved Employees to travel to medical facilities on their own time and using their
6 personal vehicles to obtain mandatory drug testing and/or physical examinations, but
7 did not reimburse them for their travel expenses, including mileage.

8 178. Plaintiffs are informed and believe and based thereon alleges that
9 Defendants were in control of scheduling the date and time for the testing and/or
10 physical examinations, selecting the provider or facility where the testing and/or
11 physical examinations were to take place, and determining the scope of the testing
12 and/or physical examinations.

13 179. Plaintiffs are informed and believe and based thereon alleges that
14 Defendants gave other Aggrieved Employees strict instructions to obtain drug testing
15 and/or physical examinations, and other Aggrieved Employees underwent the testing
16 and/or physical examinations for the sole benefit of Defendants.

17 180. Plaintiffs are informed and believe and based thereon alleges that although
18 Defendants required other Aggrieved Employees to use their own vehicles or obtain
19 alternate transportation to undergo drug testing and/or physical examinations,
20 Defendants never reimbursed them for their travel expenses.

21 181. As a direct result of Defendants' violations of California Labor Code §
22 2802, many Aggrieved Employees suffered and continue to suffer substantial losses
23 related to unpaid expenses, the use and enjoyment of monies owed, lost interest on
24 monies owed, and attorneys' fees in an amount to be proven at the time of trial.

25 182. Defendants derived an unjust and inequitable economic benefit in failing
26 to comply with the law regarding indemnification and reimbursement of employees.

27 183. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a
28 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period

1 for the initial violation and two hundred (\$200.00) for each aggrieved employee per
2 pay period for each subsequent violation in which all culpable Defendants violated
3 the applicable Cal. Labor Code provisions alleged in this Complaint, the exact amount
4 of the applicable penalty is all in an amount to be shown according to proof at trial.

5 184. For the reasons alleged herein, Plaintiffs seek all available remedies
6 pursuant to PAGA in an amount to be proven at trial including but not limited to
7 penalties, attorneys' fees, costs, and interest pursuant to law.

8 **NINTH CAUSE OF ACTION**

9 **Representative Claim for Penalties via the PAGA**

10 **Under California Labor Code §§ 2698, 2699, *et seq.* for**
11 **Violations of California Labor Code subdivision (k) of Section 96, Sections 98.6,**
12 **201.5, 201.7, 203.1, 203.5, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and**
13 **212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, 224, 227, 227.3,**
14 **230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section**
15 **232, subdivision (c) of Section 232.5, Sections 233, 234, 245-249, 351, 353, and**
16 **403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 511,**
17 **513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922,**
18 **923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1197.5,**
19 **1198 via the applicable Wage Order, subdivision (b) of Section 1198.3, Sections**
20 **1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301,**
21 **1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695,**
22 **subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9,**
23 **1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47,**
24 **1735, 1777.5, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2,**
25 **2800, 2801, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6,**
26 **6310, 6311, and 6399.7 and the Applicable Wage Order**

27 (Against all Defendants)

28 185. Plaintiffs re-allege and incorporate by reference the foregoing allegations,

1 as though set forth herein.

2 186. This claim is also premised on Plaintiffs' right to pursue all Labor Code
3 claims on behalf of Aggrieved Employees per *Huff v. Securitas Security Services*
4 *USA, Inc.* (2018) 23 Cal.App.5th 745.

5 187. Pursuant to Labor Code § 2699, any provision of the Labor Code that
6 provides for a civil penalty to be assessed and collected by the LWDA or any of its
7 departments, divisions, commissions, boards, agencies or employees for violation of
8 the code may, as an alternative, be recovered through a civil action brought by an
9 aggrieved employee on behalf of himself or herself and other current or former
10 employees pursuant to the procedures specified in Labor Code § 2699.3.

11 188. Plaintiffs are informed and believe, and based thereon allege, that
12 because of the acts alleged above and Defendants' violations of the Labor Code
13 provisions alleged herein, Plaintiffs are entitled to penalties under Labor Code §§
14 2698 and 2699.

15 189. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,
16 penalties for violating Labor Code subdivision (k) of Section 96, Sections 98.6, 201.5,
17 201.7, 203.1, 203.5, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212,
18 subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, 224, 227, 227.3, 230,
19 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232,
20 subdivision (c) of Section 232.5, Sections 233, 234, 245-249, 351, 353, and 403,
21 subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 511, 513, 551,
22 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970,
23 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1197.5, 1198 via the
24 applicable Wage Order, subdivision (b) of Section 1198.3, Sections 1199.5, 1290,
25 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1,
26 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of
27 Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5,
28 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1777.5,

1 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801,
2 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311,
3 and 6399.7.

4 190. Labor Code § 558 establishes a civil penalty as follows: Any employer
5 or other person acting on behalf of an employer who violates, or causes to be violated,
6 a section of this chapter or any provision regulating hours and days of work in any
7 order of the Industrial Welfare Commission (including the “Hours and Days of Work”
8 section of the Wage Order) shall be subject to a civil penalty of (1) for any initial
9 violation, fifty dollars (\$50) for each underpaid employee for each pay period for
10 which the employee was underpaid in addition to an amount sufficient to recover
11 underpaid wages; (2) for each subsequent violation, one hundred dollars (\$100) for
12 each underpaid employee for each pay period for which the employee was underpaid
13 in addition to an amount sufficient to recover underpaid wages; and (3) wages
14 recovered pursuant to this section shall be paid to the affected employee.

15 191. Plaintiffs seek penalties for Defendants’ conduct as alleged herein as
16 permitted by law.

17 192. Plaintiffs are informed and believe, and based thereon allege, that as to
18 the sick pay provisions under the Labor Code, to the extent that Defendants did pay
19 Aggrieved Employees sick pay, Defendants did not pay other all Aggrieved
20 Employees at the correct rate of pay for sick pay because Defendants failed to
21 include all forms of compensation, such as incentive pay, and/or nondiscretionary
22 bonuses, and/or other forms of remuneration, in the regular rate of pay.

23 193. As to Labor Code 432, 226, and 1198.5 claims asserted herein, Plaintiffs
24 seeks to recover penalties via the PAGA for Defendants’ failure to provide personnel
25 files and payroll records in the timely manner as described in detail above.

26 194. Pursuant to Labor Code § 2698, *et seq.*, Plaintiffs seek to recover
27 attorney’s fees, costs, civil penalties, and wages on behalf of Plaintiff and other
28 current and former Represented Employees as alleged herein in an amount to be

1 shown according to proof at trial and within the jurisdictional limits of this Court.

2 **PRAYER FOR RELIEF**

3 WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

- 4 1. For all remedies available to Plaintiffs via Labor Code via § 2698, *et seq.*
5 including an award of attorneys' fees, costs, interest, liquidated damages,
6 damages, and penalties according to proof to the extent permitted by law;
7 2. For costs of suit incurred herein and prejudgment interest; and
8 3. For such other and further relief as the court deems just and proper.

9 Dated: December 30, 2022

Law Office of Thomas D.
Rutledge

11 By: Thomas D. Rutledge

12 /s/Thomas D. Rutledge

13 Attorneys for Plaintiffs
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Exhibit 1

Thomas D. Rutledge
Attorney-at-Law
16956 Via de Santa Fe, Suite 1847
Rancho Santa Fe, California 92091-4606
Tel.: 619-886-7224
thomasrutledgelaw@gmail.com

June 14, 2022

File No. 741

VIA U.S. MAIL AND EMAIL
(development@evolutionhospitality.com)

President/HR
EVOLUTION HOSPITALITY, LLC
1211 Puerto Del Sol, Suite 170
San Clemente, California 92673

Re: Personnel File and Payroll Records

Dear Sir/Madame:

California law provides the recovery of attorneys' fees to former employees who are required to obtain a court order to access to their personnel records. Please do not disregard this letter.

This office has been asked by **Armando Flores** to obtain records on this person's behalf. This person was employed at your business in California.

Pursuant to the applicable provisions of the California Labor Code, we demand you immediately furnish me with copies of this person's personnel file and payroll records including, but not limited to, this person's wage and earning statements for each pay period for the last four years, time cards, time sheets and any other documents evidencing the hours this person worked with your company. We also demand you provide us this person's employment application, W-4s, W-2s, evidence of his/her accrued vacation time, earned commission, accrued sick leave, and pension benefits.

Please also provide me with a copy of your company's employee handbook, commission policy, bona fide commission plan, and policies regarding overtime compensation, meal and rest periods. Please leave nothing out even if this person never signed for this information.

Please also provide us with all information secured from this person or with authorization or permission granted by this person, including statements, photographs, investigative reports, bills, and so forth concerning anything in connection with his/her employment with your company. Please leave nothing out even if this person never signed for this information.

If there is an enforceable arbitration agreement this person signed, please provide us a copy. Otherwise, we will presume there is no requirement to arbitrate disputes with your company. If we commence litigation against you, we will oppose any motion to compel arbitration on grounds that you waived such a requirement because you ignored this request.

Please also provide us copies of each time sheet, time clock records, and all similar records evidencing each hour this person worked for your company. If you provide no such records, we will presume none exist.

The law requires you to provide the above requested information no more than 21 days from your notice of such a request. We expect to receive the requested information within **21 days** from the date of this letter.

Very truly yours,

Thomas D. Rutledge
/s/Thomas D. Rutledge

Enclosures: Authorizations to Disclose Employee File

Cc: Armando Flores (via email)

FILE NO:

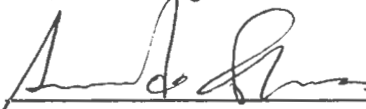
EMPLOYEE PERSONNEL RECORD RELEASE FORM

PERSONNEL DIRECTOR

To Whom It May Concern:

The undersigned hereby authorizes you to release to THOMAS D. RUTLEDGE, ESQUIRE, or any authorized representative thereof any information requested regarding my employment record including, but not limited to my pay records, employment application, personnel record, counseling record, and any other information relating to my employment.

DATE: 6/10/22

Signature: 

Print Name: Armando flores

Last Four Digits of SSN: 9751

Exhibit 2

Thomas D. Rutledge
Attorney-at-Law
16956 Via de Santa Fe, Suite 1847
Rancho Santa Fe, California 92091-4606
Tel.: 619-886-7224
thomasrutledgelaw@gmail.com

July 12, 2022

File No. 741

VIA U.S. MAIL AND EMAIL
(development@evolutionhospitality.com)

President/HR
EVOLUTION HOSPITALITY, LLC
1211 Puerto Del Sol, Suite 170
San Clemente, California 92673

VIA U.S. MAIL AND EMAIL
(privacy@aimhosp.com)

President/HR
Aimbridge Hospitality LLC
5301 Headquarters Drive
Plano, Texas 75024

Re: Personnel File and Payroll Records

Dear Sir/Madame:

Warning: you are in violation of California law. This is our third request for records. California law provides the recovery of attorneys' fees to former employees who are required to obtain a court order to access to their personnel records. Please do not disregard this letter.

This office has been asked by **Armando Flores** to obtain records on this person's behalf. This person was employed at your business in California.

Pursuant to the applicable provisions of the California Labor Code, we demand you immediately furnish me with copies of this person's personnel file and payroll records including, but not limited to, this person's wage and earning statements for each pay period for the last four years, time cards, time sheets and any other documents evidencing the hours this person worked with your company. We also demand you provide us this person's employment application, W-4s, W-2s, evidence of his/her accrued vacation time, earned commission, accrued sick leave, and pension benefits.

Please also provide me with a copy of your company's employee handbook, commission policy, bona fide commission plan, and policies regarding overtime compensation, meal and rest periods. Please leave nothing out even if this person never signed for this information.

Please also provide us with all information secured from this person or with authorization or permission granted by this person, including statements, photographs, investigative reports, bills, and so forth concerning anything in connection with his/her employment with your company. Please leave nothing out even if this person never signed for this information.

If there is an enforceable arbitration agreement this person signed, please provide us a copy. Otherwise, we will presume there is no requirement to arbitrate disputes with your company. If we commence litigation against you, we will oppose any motion to compel arbitration on grounds that you waived such a requirement because you ignored this request.

Please also provide us copies of each time sheet, time clock records, and all similar records evidencing each hour this person worked for your company. If you provide no such records, we will presume none exist.

Because the law requires you to provide the above requested information no more than 21 days from your notice of such a request and this is our second request, we expect to receive the requested information within **seven days** from the date of this letter. Otherwise, our client will explore all legal remedies available to them.

Very truly yours,

Thomas D. Rutledge
/s/Thomas D. Rutledge

Enclosures: Authorizations to Disclose Employee File

Cc: Armando Flores (via email)

ENCLOSURE 1

FILE NO:

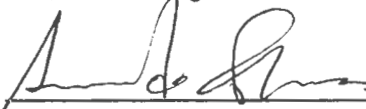
EMPLOYEE PERSONNEL RECORD RELEASE FORM

PERSONNEL DIRECTOR

To Whom It May Concern:

The undersigned hereby authorizes you to release to THOMAS D. RUTLEDGE, ESQUIRE, or any authorized representative thereof any information requested regarding my employment record including, but not limited to my pay records, employment application, personnel record, counseling record, and any other information relating to my employment.

DATE: 6/10/22

Signature: 

Print Name: Armando flores

Last Four Digits of SSN: 9751

Exhibit 3



COVID-19: Screening & Temperature Check Procedures

To reduce the risk of spreading the COVID-19 virus in and through the workplace and protect our employees and guests, the Company is implementing procedures for screening associates, including measuring the temperature of our associates and inquiring and observing whether our associates attempting to enter the Hotel have any symptoms of COVID-19 or related illness. These procedures are subject to change and modification based on updated CDC, state, and local requirements. By reporting to work and clocking in for each shift, each associate agrees to adhere to the below screening procedures

PRESCREEN

Before coming into work each day, each associate will conduct a self-screening process, by asking themselves the following questions.

- Have I been in close contact with a confirmed case of COVID-19?
- Am I experiencing a cough, shortness of breath or sore throat?
- Do I have or have I had a fever (temperature over 100.4 F) in the last 48 hours?
- Have I developed a new loss of taste or smell?
- Have I experienced vomiting or diarrhea in the last 24 hours?

If the answer to any of these questions is “yes”, the associate will not report to work and will call off in accordance with the applicable Attendance Policy, as soon as possible prior to their shift.

TEMPERATURE CHECKS

Before coming into work each day, associates should check their temperature at home to ensure they do not have a temperature over the CDC recommended 100.4 F. Temperatures can also be taken before the start of every associate’s shift (both hourly and manager).

- For managers, temperature checks should be taken when the manager arrives at the hotel.
- For hourly associates, temperature checks should occur after the associate has clocked in for his/her shift or while the associate is “on-the-clock.”

Applicable state and local temperature check requirements must be followed if they differ from this standard process.

Where temperature checks are done onsite before the start of the associate’s shift, they will be taken in a private area, maintaining social distancing guidelines. Non-Contact Forehead digital thermometers will be used whenever possible. Each associate should wear gloves and a face covering to handle the thermometer and it should be wiped down after each use.

Associate temperatures should not be recorded or logged anywhere, unless required by state or local law, and all information reported will be treated as confidential.



TEMPERATURE CHECK PROCESS

Each associate will be permitted to read their own temperature, and must let the manager overseeing the temperature check process know if their temperature is over the CDC recommended 100.4 F. If temperature checks are required by state or local law, associates may be required to monitor temperatures at a lower reading and should follow the specific requirements.

- If the associate's temperature is below 100.4, the associate should be permitted to start their shift.
- If an associate has a temperature over 100.4 F, but has no other symptoms, the associate will be permitted to take a second temperature reading.
- If the associate has a temperature over 100.4 F in both readings, the associate will be sent home from work.
- If the associate's second temperature reading is under 100.4 F, the associate will be permitted to take a third temperature reading.
- If the third reading is under 100.4 F, the associate should be permitted to start their shift if they are not experiencing any other symptoms. If the associate is experiencing symptoms or is otherwise not feeling well, the associate will be sent home from work.
- If the third reading is over 100.4 F, the associate will be sent home from work.

If an associate is sent home, they will be paid in accordance with applicable reporting pay policies/state laws. An associate can use any available sick, vacation time, or other applicable paid time off to cover any days they are unable to work.

REGULAR MONITORING

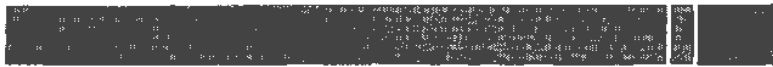
Associates should self-monitor for development of any Covid-19 symptoms, including fatigue, cough, sneezing, aches and pains, runny or stuffy nose, sore throat, diarrhea, headaches, or shortness of breath. If an associate develops symptoms, they should be directed to self-report to their manager.

WEAR A FACE COVERING

The CDC recommends that all associates wear a cloth face covering while at work. By reporting to work, associates agree to adhere to CDC recommendations, as well as any state or local requirements.

SOCIAL DISTANCE

Maintaining 6-feet social distancing remains the number one method to slow the spread of the virus. It is our responsibility to practice social distancing at all times, including stepping aside if a guest is approaching in a hallway, waiting for an empty elevator etc.



DISINFECT AND CLEAN HANDS

Associates agree to wash or sanitize their hands often throughout the day. Associates also agree to avoid touching their face with their hands.

REPORTING PROCEDURE

All associates are required to report confirmation of Covid-19, exposure to Covid-19, or any COVID-19 positive case in the associate's household to their manager. Any associate with a suspected or confirmed case of COVID-19 or direct exposure to Covid-19 will be sent home or told to stay home and instructed to follow CDC recommendations.

It is also recommended that associates report any illness with symptoms similar to COVID-19, including:

- Fever or chills
- Cough
- Shortness of breath or difficulty breathing
- Fatigue
- Muscle or body aches
- Headache
- New loss of taste or smell
- Sore throat
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea

This list is not all inclusive and is subject to change based on updated CDC guidance. Associates should consult a medical provider for any other symptoms that are severe or concerning. Remember, symptoms may appear 2-14 days after exposure.



NOTICE OF SCREENING AND TEMPERATURE CHECK PROCEDURES AND ACKNOWLEDGMENT

To reduce the risk of spreading the COVID-19 virus in and through the workplace and protect our employees and guests, the hotel is implementing procedures for screening associates, including measuring the temperature of our associates and inquiring and observing whether our associates attempting to enter the Hotel have any symptoms of COVID-19 or related illness. These procedures are subject to change based on updated CDC, state, and local requirements.

By reporting to work and clocking in for my shift, I agree to the following:

- ✓ I have not had a fever in the past 48 hours
- ✓ I do not currently have a temperature above 100.4 F
- ✓ I do not currently have any symptoms of Covid-19, including fatigue, cough, sneezing, aches and pains, runny or stuffy nose, sore throat, diarrhea, headaches, or shortness of breath,
- ✓ I will wear the PPE provided for me at all times
- ✓ I will practice and adhere to social distancing guidelines
- ✓ I will wash or sanitize my hands often throughout the day

By signing below, I acknowledge and confirm that I have received and read the Covid-19 Screening and Temperature check Procedures, and understand this disclosure.


Signature

10/29/21
Date

Armando Flores
Print Your Full Name

Exhibit 4

PLEASE ALLOW ME TO INTRODUCE MYSELF

LLOYD DOZIER
ENGINEERING MANAGER

T: 619.764.6499

C: 619.735.1997

HARD ROCK HOTEL SAN DIEGO
AVENUE
SAN DIEGO, CA 92101

LLOYD.DOZIER@HARDROCKHOTELSD.COM
HARDROCKHOTELSD.COM

Exhibit 5



Evolution Hospitality, LLC
1211 Puerta Del Sol Suite 170
San Clemente, CA 92673
972-952-0200

Pay Statement

Period Start Date 04/03/2022
Period End Date 04/16/2022
Pay Date 04/15/2022
Document 10484107
Net Pay \$943.21

Pay Details

Armando Flores Employee Number 000518581 Pay Group B1EVO Evolution Hosp
SSN XXX-XX-XXXX Location Hard Rock Hotel San Diego
Job Engineer (HOA) Property 2008 - Hard Rock Hotel San Diego
USA Pay Rate \$19.0000 Department 63NM - HOA-Salaries-Non-Mgmt
Pay Frequency Biweekly

Earnings

Pay Type	Week	Job	Hours	Pay Rate	Current	YTD
Meal Penalty	2	Engineer (HOA)	1.0000	\$19.0000	\$19.00	\$55.00
Overtime Base	2	Engineer (HOA)	0.2600	\$19.0000	\$4.94	\$451.88
Overtime Prem	2	Engineer (HOA)	0.2600	\$9.5000	\$2.47	\$225.94
Regular-Hourly	2	Engineer (HOA)	56.0100	\$19.0000	\$1,064.19	\$9,998.31
Report in Pay	2	Engineer (HOA)	2.0000	\$19.0000	\$38.00	\$38.00
Total Hours Worked	56.2700	Total Hours	57.2700			

Deductions

Deduction	Based On	Pre-Tax	Employee Current	Employee YTD	Employer Current	Employer YTD
No records found						

Taxes

Tax	Based On	Current	YTD
Federal Income Tax	\$1,128.60	\$67.76	\$750.92
Employee Medicare	\$1,128.60	\$18.36	\$156.15
Social Security Employee Tax	\$1,128.60	\$69.98	\$667.69
CA State Income Tax	\$1,128.60	\$18.88	\$234.72
CA Disability Employee	\$1,128.60	\$12.41	\$118.44

Paid Time Off

Net Pay Distribution

Plan	Taken	Current	Balance	Account Number	Account Type	Amount
CA COVID SPPL	0.0000	0.0000	40.0000	Check amount		\$943.21
Sick pay	0.0000	1.8755	30.3193	Total		\$943.21

Pay Summary

	Gross	FIT Taxable Wages	Taxes	Deductions	Net Pay
Current	\$1,128.60	\$1,128.60	\$185.39	\$0.00	\$943.21
YTD	\$10,769.13	\$10,769.13	\$1,927.92	\$0.00	\$8,841.21

EVO-AF-000088

Exhibit 6



Evolution Hospitality, LLC
1211 Puerta Del Sol Suite 170
San Clemente, CA 92673
972-952-0200

Pay Statement

Period Start Date 04/03/2022
Period End Date 04/16/2022
Pay Date 04/22/2022
Document 2192417
Net Pay \$924.73

Pay Details

Armando Flores	Employee Number	000518581	Pay Group	B1EVO Evolution Hosp
100-XXXX-XXXX	SSN	XXX-XX-XXXX	Location	Hard Rock Hotel San Diego
100-XXXX-XXXX	Job	Engineer (HOA)	Property	2008 - Hard Rock Hotel San Diego
USA	Pay Rate	\$19.0000	Department	63NM - HOA-Salaries-Non-Mgmt
	Pay Frequency	Biweekly		

Earnings

Pay Type	Week	Job	Hours	Pay Rate	Current	YTD
Meal Penalty	1	Engineer (HOA)	1.0000	\$19.0000	\$19.00	\$74.00
Overtime Base	1	Engineer (HOA)	0.7200	\$19.0000	\$13.68	\$465.56
Overtime Prem	1	Engineer (HOA)	0.7200	\$9.5000	\$6.84	\$232.78
Regular-Hourly	1	Engineer (HOA)	33.7500	\$19.0000	\$641.25	
Regular-Hourly	2	Engineer (HOA)	22.2700	\$19.0000	\$423.13	\$11,062.69
Report in Pay			0.0000	\$0.0000	\$0.00	\$38.00
Total Hours Worked	56.7400	Total Hours	57.7400			

Deductions

Deduction	Based On	Pre-Tax	Employee Current	Employee YTD	Employer Current	Employer YTD
No records found						

Taxes

Tax	Based On	Current	YTD
Federal Income Tax	\$1,103.90	\$64.79	\$815.71
Employee Medicare	\$1,103.90	\$16.01	\$172.16
Social Security Employee Tax	\$1,103.90	\$68.44	\$736.13
CA State Income Tax	\$1,103.90	\$17.79	\$252.51
CA Disability Employee	\$1,103.90	\$12.14	\$130.58

Paid Time Off

Net Pay Distribution

Plan	Taken	Current	Balance	Account Number	Account Type	Amount
CA COVID SPSL	0.0000	0.0000	40.0000	XXXXXXXXXX	Debit Card	\$924.73
Sick pay	0.0000	1.8911	32.2104	Total		\$924.73

Pay Summary

	Gross	FIT Taxable Wages	Taxes	Deductions	Net Pay
Current	\$1,103.90	\$1,103.90	\$179.17	\$0.00	\$924.73
YTD	\$11,873.03	\$11,873.03	\$2,107.09	\$0.00	\$9,765.94

EVO-AF-000089

Exhibit 7

NOTICE TO EMPLOYEE OF CHANGE IN RELATIONSHIP

FOR USE WHEN ASSOCIATE IS NOT PRESENT FOR SEPARATION

Associate Name: Armando Flores Hotel Name/Location: Hard Rock Hotel San Diego

Date: 4/19/2022

Your employment status with Aimbridge Hospitality has changed for the reason checked below:

☐ Voluntary separation - Effective 4 / 18 / 22
(Date)

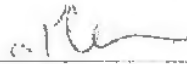
☒ Involuntary separation - Effective / /
(Date)

☐ Other - Effective / /
(Date)

Reasons/Comments:

Your last day of employment with Aimbridge Hospitality was 4/14/22. You will receive your final paycheck on 4/19/2022. Your final paycheck will contain wages from the dates of 4/3/2022-4/16/2022 and any paid time off owed, if applicable. Please contact your General Manager or Human Resources if you have any questions about your final paycheck. If you have an expense check that is due, a separate check will be provided.

Signature of HR Manager:



Date:

4/19/22

EMPLOYEE NOT PRESENT -