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County of Los Angeles
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

MICHELLE BAIN, CARMEN LUNA, and
VALERIA MARTINEZ,

Plaintiffs,

v.

HYATT CORPORATION d/b/a HYATT
REGENCY LONG BEACH and d/b/a HYATT
CENTRIC THE PIKE LONG BEACH and DOES
1 through 20, inclusive,

Defendants.

Case No. 23STCV02164

CLASS ACTION

[Assigned to the Hon. Yvette M. Palazuelos, Dept.
9]

**SECOND AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES,
PENALTIES, INJUNCTIVE RELIEF,
ATTORNEYS' FEES AND COSTS**

1. Violations of Long Beach Hotel Working Conditions Ordinance (L.B.M.C. § 5.49.010, *et seq.*)
2. Failure to Pay all "Regular Rate" Wages Due (Labor Code §§ 510, 227.3)
3. Meal Period Violations (Lab. Code § 226.7)
4. Rest Break Violations
5. Failure to Pay All Wages Due Upon Termination (Lab. Code §§ 201-203)
6. Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226)
7. Violation of California's Unfair Competition Law (Bus. and Prof. Code § 17200, *et seq.*)
8. Violation of Private Attorneys General Act (Lab. Code § 2698, *et seq.*)

DEMAND FOR JURY TRIAL

1 **COMPLAINT**

2 Plaintiffs Michelle Bain, Carmen Luna, and Valeria Martinez (“Plaintiffs”) hereby bring this
3 action against Hyatt Corporation (“Hyatt”) doing business in the City of Long beach as Hyatt Regency
4 Long Beach, Inc. (“Regency”) and the Hyatt Centric The Pike Long Beach (“Centric”), and on information
5 and belief allege as follows:

6 **INTRODUCTION**

7 1. Plaintiffs are longtime housekeepers or “room attendants” employed by Hyatt at two of its
8 Long Beach hotels, the Regency and the Centric. They bring this class action on behalf of themselves and
9 other room attendants who work for Hyatt in the City of Long Beach alleging violations of the Long Beach
10 Hotel Working Conditions Initiative (“Initiative”), the California Labor Code, and the California Unfair
11 Competition Law.

12 2. In 2018, voters in the City of Long Beach (“City”) enacted the Initiative to improve the
13 working conditions of hotel employees. The Initiative protects hotel employees against the risk of sexual
14 assault by providing panic buttons and implementing other measures, and guarantees room attendants fair
15 compensation when their workload exceeds proscribed limits.

16 3. To guarantee fair compensation for burdensome workloads, the Initiative prohibits hotels
17 from requiring room attendants to clean more than 4,000 square feet of floorspace or an adjusted maximum
18 amount in any eight-hour workday, unless the hotel pays twice the regular rate of pay for all hours worked
19 that day. The Initiative also requires hotels to obtain written consent when room attendants work more
20 than 10 hours in a day, and to keep daily records of the workloads for each employee. These measures
21 serve the public interest by protecting room attendants from crushing workloads and unexpected overtime,
22 and ensuring they can meet their family and personal obligations. The Initiative is codified in the Long
23 Beach Municipal Code at § 5.49.010, *et seq.*

24 4. Despite these requirements, which went into effect on or about November 23, 2018, Hyatt
25 failed to pay Plaintiffs and similarly situated room attendants who work for Hyatt in Long Beach the
26 requisite double pay when their workloads exceeded the limits set by the Initiative. Hyatt also violated
27 the Initiative by failing to make workload records available to employees in a timely fashion, or to obtain
28 written consent from employees who work more than 10 hours in a day.

5. Hyatt's policy of requiring Plaintiffs and other room attendants to carry heavy workloads has also meant they are often unable to take all of the off-duty 10-minute rest breaks guaranteed to them under the California Labor Code and applicable Wage Order. Managers pressure Plaintiffs and other room attendants to work through their breaks so they can finish cleaning all of their assigned rooms in a timely manner. Hyatt has no procedure in place for room attendants to claim an hour of premium pay when they do not receive a compliant rest break, and, on information and belief, Hyatt has not paid any premium wages to room attendants for missed breaks. Hyatt has also failed to authorize Plaintiffs and other room attendants to take a second meal break when they work shifts exceeding 10 hours.

6. The Initiative also requires hotels to post a notice on the inside of each guestroom door that includes the heading, “The Law Protects Hotel Housekeepers and Hotel Employees from Threatening Behavior,” and explains that employees have been provided with panic buttons. Hyatt has failed to post these notices in violation of the Initiative’s requirements.

7. Plaintiffs bring this class action on behalf of themselves and similarly situated employees to recover the wages and penalties owed for Hyatt's violations of the Initiative and the California Labor Code. Plaintiffs also seek injunctive relief requiring Hyatt to comply with all aspects of the Initiative, including its notice requirements. Defendants' violations were knowing and intentional, and constitute unfair business practices which have deprived their employees of their rights under California and local labor laws and regulations in order to reduce their payroll costs and increase profits.

JURISDICTION AND VENUE

8. Plaintiffs, on behalf of themselves and all others similarly situated, hereby bring this class action for recovery of unpaid wages and penalties under the Initiative; Labor Code §§ 201-203, 218.5, 226, 226.7; Business and Professions Code § 17200 *et seq.*; and Wage Order 5-2001. This Court has personal jurisdiction over the parties because, at all times relevant herein, Plaintiffs have been California residents and performed work for Defendants in California, and Defendants have conducted business and committed the unlawful acts alleged herein in California. This class action is brought pursuant to California Code of Civil Procedure § 382. This case falls within the Court's unlimited jurisdiction because the amount in controversy exceeds \$25,000.

9. Venue is proper in this Court because, at all times relevant herein, Defendants have maintained a place of business in Los Angeles County, employed Plaintiffs in Los Angeles County, entered into and performed work pursuant to contracts in Los Angeles County, and committed the unlawful acts alleged herein in Los Angeles County. The relief requested is within the jurisdiction of this Court.

THE PARTIES

10. Plaintiff Michelle Bain is, and at all relevant times was, a competent adult residing in Los Angeles County, California. Ms. Bain has worked for Hyatt in Long Beach as an hourly non-exempt room attendant since July 2004, except for a layoff during the COVID-19 pandemic from approximately March or April 2020 to April 15, 2021.

11. Plaintiff Carmen Luna is, and at all relevant times was, a competent adult residing in Los Angeles County, California. Ms. Luna has worked for Hyatt in Long Beach as an hourly non-exempt room attendant since November 2014, except for a layoff during the COVID-19 pandemic from approximately March or April 2020 to April 15, 2021.

12. Plaintiff Valeria Martinez is, and all relevant time was, a competent adult residing in Los Angeles County, California. Ms. Martinez has worked for Hyatt in Long Beach as an hourly non-exempt room attendant since August 2015, except for a layoff during the COVID-19 pandemic from approximately March to July 2020.

13. Defendant Hyatt is a hospitality company incorporated in Delaware and headquartered in Chicago, Illinois. Hyatt operates and/or controls the Regency and the Centric in Long Beach, California, among many other properties.

14. Hyatt is a corporation doing business in California and is a “person” as defined by California Labor Code § 18 and by California Business and Professions Code § 17201.

15. Hyatt is an “employer” as that term is used in the California Labor Code and Wage Order 5-2001.

16. Defendants have employed Plaintiffs within California and Plaintiffs are “employees” as defined in Wage Order 5-2001.

17. Plaintiffs are ignorant of the true names and capacities of Defendants sued herein as Does 1 through 20, inclusive, and therefore sue these Defendants by such fictitious names. Plaintiffs will amend this Complaint to allege Doe Defendants' true names and capacities when ascertained.

18. Plaintiffs are informed and believe and thereupon allege that, at all relevant times, Defendants and each of them, directly or indirectly, or through an agent or any other person, employed and/or exercised control over the wages, hours, and/or working conditions of Plaintiffs and putative class members, and that Defendants and each of them were the joint employers of Plaintiffs and putative class members and/or alter egos of each other.

FACTUAL ALLEGATIONS

19. Plaintiffs Michelle Bain, Carmen Luna, and Valeria Martinez are longtime Hyatt employees. They have both worked as non-exempt room attendants in the City of Long Beach during the relevant statutory periods. Their duties include cleaning guestrooms on a daily basis and preparing guest rooms for new guests. Ms. Bain and Ms. Luna both work at the Regency, while Ms. Martinez works at the Centric.

20. Before the Initiative, Plaintiffs were often assigned to clean far more rooms than was possible during an eight-hour shift.

21. The Initiative went into effect on November 23, 2018 for the specific purpose of reducing the workloads of room attendants. Hyatt was required to start complying with it immediately but failed to do so.

22. Under Section 5.49.040, the “Humane Workload” provision, Hyatt was prohibited from requiring Plaintiffs and other room attendants to clean rooms covering more than 4,000 square feet of floorspace in any one, eight-hour workday unless Hyatt paid the room attendant twice his or her regular rate of pay for all hours worked that day. The 4,000 square foot threshold is reduced when room attendants are assigned to clean a certain number of rooms where a guest has checked out (“checkout rooms”) because it takes longer to clean checkout rooms than rooms where a guest is currently staying. The threshold is also reduced when the room attendant is required to clean a certain number of guestrooms with additional beds. When a room attendant is assigned to clean any combination of seven or more checkout rooms or

1 additional-bed rooms in a day, the maximum floorspace to be cleaned is reduced by 500 square feet for
2 each such checkout or additional-bed room over six.

3 23. Hyatt has utterly failed to comply with the Initiative's workload requirements. Since the
4 Initiative went into effect, Hyatt has regularly required Plaintiffs and Hyatt's other Long Beach room
5 attendants to clean far more than 4,000 square feet in a day (or the adjusted maximum amount) without
6 paying double time for all hours worked that day as required.

7 24. Hyatt's failure to pay its employees double-time when they clean more than 4,000 square
8 feet in a day means that Hyatt has also failed to pay its Long Beach employees the proper overtime rate,
9 which is based on the employee's "regular rate of pay" in a given pay period. Hyatt similarly underpaid
10 sick pay, as well as any premium pay for missed meal and rest breaks, which are based on the "regular
11 rate." Hyatt has also failed to include in the regular rate of pay certain bonuses that room attendants receive
12 for cleaning extra rooms and stocking the fridges in guest rooms.

13 25. Hyatt has also failed to obtain written consent from Plaintiffs and other room attendants
14 when they work more than 10 hours in a day, or to advise them in writing that they may decline to work
15 more than 10 hours in a day without retaliation. These actions are required by Section 5.49.050, termed
16 the "Voluntary Overtime" provision.

17 26. Although rest breaks are crucial to the health and safety of room attendants, the workloads
18 of Plaintiffs and other room attendants have been so crushing that they are not able to take most of the off-
19 duty rest breaks that are required by California law. Even after the Initiative went into effect, managers
20 have pressured room attendants to work as quickly as possible and to skip their rest breaks so they can
21 complete their work in as little time as possible.

22 27. At all relevant times, Hyatt has failed to authorize and permit Plaintiffs and their similarly
23 situated co-workers to take all of the rest periods to which they are entitled under California law.

24 28. Hyatt has also failed to authorize or permit all lawful meal periods to which employees are
25 entitled under California law. Hyatt has not authorized or permitted Plaintiffs and similarly situated
26 employees to take a second meal period when they work shifts greater than 10 hours.

27 29. Plaintiffs are unaware of any procedures for them to report a missed, late, or short rest break.
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1 Plaintiffs have not been paid premium pay as required by Labor Code § 226.7(c) for a noncompliant meal
2 or rest break. On information and belief, Hyatt has failed to pay any premium pay to any room attendant
3 for a noncompliant meal or rest break at any time in the applicable limitations period.

4 30. Hyatt has also failed to comply with Section 5.49.030(B) of the Initiative, the “Notice in
5 Guest Rooms” provision, which provides: “Each hotel employer shall place a sign on the back of each
6 guest room door, written in a font size of no less than 18 points, that includes the heading ‘The Law Protects
7 Hotel Housekeepers and Hotel Employees From Threatening Behavior,’ a citation to this Chapter of the
8 Long Beach Municipal Code, and notice of the fact that the hotel is providing panic buttons to its
9 housekeepers, room servers, and other hotel employees assigned to work in guest rooms without other hotel
10 employees present, in compliance with this Chapter.”

11 31. As of the filing of this lawsuit, Hyatt has not installed the required signs at its Long Beach
12 hotels.

13 32. Hyatt has also failed to make workload records available to Plaintiffs and their coworkers
14 in violation of Section 5.49.060 of the Initiative, termed “Preservation of Records.” This provision states,
15 “[t]he hotel employer **shall make** such records available to employees of the hotel or their representatives
16 for inspection.” (Emphasis added.) Plaintiffs’ representatives requested records of all putative class
17 members’ workload records, but Hyatt failed to provide the records in a timely manner.

18 33. Labor Code §§ 201-202 require employers to pay all earned wages in a timely manner to
19 employees who have separated from employment. Employees who are laid off or otherwise discharged
20 must be paid final wages “immediately.” Employees who quit must be paid final wages within 72 hours.

21 34. Hyatt failed to comply with these timely payment provisions because it did not timely pay
22 separated employees the double-time wages to which they were entitled under the Initiative (and the
23 resulting underpayments of overtime and sick pay), nor the premium pay to which they were entitled for
24 meal and rest break violations.

25 35. Under Labor Code § 203, employees who separated from employment during the relevant
26 three-year limitations period are entitled to “waiting time penalties” in the amount of a day’s pay, not to
27 exceed 30 days’ pay. Hyatt owes waiting time penalties to all Regency room attendants who have been
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1 discharged or quit during the relevant statutory period. Plaintiffs suffered these violations because they
2 were laid off by Hyatt at the beginning of the COVID-19 pandemic, and were not timely paid their final
3 wages at the time of the layoff or thereafter.

4 36. Labor Code § 226(a) requires that an employer shall, at the time of each payment of wages,
5 provide each employee with an accurate itemized statement showing, *inter alia*, gross and net wages
6 earned, and all applicable hourly rates and the corresponding number of hours worked at each hourly rate.
7 Similar requirements are imposed under Wage Order 5, § 7(A)(4)-(5).

8 37. At all times relevant to this action, Hyatt has failed to provide accurate wage statements
9 because the statements did not reflect the correct gross or net wages that Plaintiffs and other room
10 attendants should have earned under the Initiative, the correct double-time rates at which Plaintiffs and
11 other room attendants should have been paid under the Initiative, the correct overtime premium or sick pay
12 rates, or the premium wages that Plaintiffs and other room attendants were owed for noncompliant meal
13 and rest periods.

14 **CLASS ALLEGATIONS**

15 38. Plaintiffs bring this action on behalf of themselves and the following Classes pursuant to
16 Code of Civil Procedure § 382:

- 17 a. Workload Class: all current and former room attendants who worked for Hyatt in the
18 City of Long Beach who cleaned more than 4,000 square feet, or more than the
19 maximum floor space otherwise specified in the Initiative, in an eight-hour period and
20 were not paid twice their regular rate of pay for all hours worked from November 23,
21 2018 through the date of judgment.
- 22 b. Regular Rate Class: all current and former room attendants who worked for Hyatt in the
23 City of Long Beach who are: (1) members of the Workload Class, and who, for the time
24 period of November 23, 2018 through the date of judgment: (a) received an overtime
25 premium for working more than 8 hours in a day or 40 hours in a week; and/or (b) were
26 paid a premium for noncompliant meal or rest periods; and (2) for the time period of
27 November 23, 2018 through the date of judgment, were paid a non-discretionary bonus
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1 or other remuneration that was not included in the regular rate of pay in a given pay
2 period.

- 3 c. Record-Inspection Class: all current and former Hyatt room attendants in the City of
4 Long Beach who requested, either personally or through a representative, a copy of the
5 records required to be made available for inspection under Section 5.49.060 of the
6 Initiative, but failed to receive the records in a timely manner, at any time during the
7 three-year period preceding the filing of the complaint through the date of judgment.
- 8 d. Voluntary Overtime Class: all current and former Hyatt room attendants in the City of
9 Long Beach who worked more than 10 hours in a workday without Regency first
10 obtaining the proper written consent required under Section 5.49.050 of the Initiative at
11 any time during the three-year period preceding the filing of the complaint through the
12 date of judgment.
- 13 e. Meal Period Class: all current and former room Hyatt room attendants in the City of
14 Long Beach who (1) worked more than 5 hours per work day and did not receive a
15 legally compliant first meal period; and/or (2) worked more than 10 hours per work day
16 and did not receive legally compliant second meal period, during the four years
17 immediately preceding the filing of the complaint through the date of judgment.
- 18 f. Rest Period Class: all current and former room Hyatt room attendants in the City of
19 Long Beach who worked shifts at least 3.5 hours in length, but were not authorized or
20 permitted to take a net paid 10-minute rest period for every four hours worked or major
21 fraction thereof, during the four years immediately preceding the filing of the complaint
22 through the date of judgment.
- 23 g. Waiting Time Penalties Class: all current and former Hyatt room attendants in the City
24 of Long Beach who were members of the Workload, Regular Rate, Meal Period, and/or
25 Rest Period Classes who were discharged, laid off, or otherwise separated from
26 employment at any time in the three years preceding the filing of the complaint through
27 the date of judgment.
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- 1 h. Wage Statement Class: members of the Workload, Regular Rate, Meal Period, and/or
2 Rest Period Classes who were employed by Hyatt during the one-year period preceding
3 the filing of the complaint through the date of judgment.
- 4 i. Injunctive Relief Class: all current Hyatt room attendants in Long Beach who have
5 benefited or would benefit from Hyatt's compliance with the Initiative's requirements,
6 including the "Notice in Guest Rooms" provision codified at Section 5.49.030(B) of the
7 Initiative.

8 39. Numerosity/Ascertainability. The members of the Classes are so numerous that joinder of
9 all members would be infeasible and not practicable. The precise membership of the Classes is unknown
10 to Plaintiffs, at this time; however, it is estimated that the Classes number greater than 50 individuals but
11 less than 100 as to each Class. The identity of such membership is readily ascertainable via inspection of
12 Hyatt's employment records.

13 40. Common Questions of Law and Fact Predominate/Well-Defined Community of Interest.
14 There is a well-defined community of interest among putative class members because Defendants'
15 unlawful practices have affected them in the same manner. Common questions of fact and law include the
16 following:

- 17 a. Whether Hyatt violated Section 5.49.040 of the Initiative by failing to pay Plaintiffs and
18 members of the Workload Class the required double-time pay for all hours worked for
19 days when they cleaned more than 4,000 square feet of floorspace or the adjusted
20 maximum amount;
- 21 b. Whether Hyatt's underpayment of double-time wages under the Initiative resulted in
22 underpayments of overtime premiums, sick pay, and meal/rest break premiums;
- 23 c. Whether Hyatt failed to include certain non-discretionary bonuses in the regular rate of
24 pay for purposes of overtime premiums, sick pay, and meal/rest break premiums;
- 25 d. Whether Hyatt violated Section 5.49.060 of the Initiative by failing to keep the required
26 records and/or failing to make records available for inspection by employees in a timely
27 manner;
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- e. Whether Hyatt violated Section 5.49.050 of the Initiative by failing to obtain written consent from employees who worked more than 10 hours in a workday;
- f. Whether Hyatt violated the Initiative by failing to post the required signage on guest doors at its Long Beach hotels giving notice of hotel employees' rights;
- g. Whether Hyatt's meal period policies and/or practices complied with the requirements of the Labor Code and Wage Order 5;
- h. Whether Hyatt's rest period policies and/or practices complied with the requirements of the Labor Code and Wage Order 5;
- i. Whether Hyatt had a procedure in place under which members of the Meal Period Class and Rest Period Class could receive an hour of premium pay for a noncompliant meal or rest period;
- j. Whether Hyatt paid any premium pay to Plaintiffs and members of the Meal Period Class and/or Rest Period Class who were not provided with legally-compliant meal or rest periods;
- k. Whether Hyatt failed to provide members of the Wage Statement Class accurate itemized wage statements in accordance with the requirements of applicable California law;
- l. Whether Hyatt failed to timely pay all wages due to members of the Waiting Time Class at the time of separation from employment in accordance with applicable California law;
- m. Whether Hyatt's practices constituted unlawful or unfair business practices under California's Unfair Competition Law; and
- n. What relief is necessary to remedy Hyatt's unfair and unlawful conduct as herein alleged.

41. Typicality. Plaintiffs' claims are typical of the claims of the putative Classes because their claims arise out of the same course of conduct and are based on the same legal theories as the claims of the putative Class members. Like putative Class members, Plaintiffs were subject to Hyatt's failure to pay the required double-time pay for days when Plaintiffs cleaned rooms amounting to more than 4,000 square feet

1 or the adjusted maximum amount. Also like putative Class members, Plaintiffs failed to receive all of the
2 compliant meal or rest breaks to which they were entitled under California law; received inaccurate wage
3 statements; and were not timely paid all wages due at the time of separation from employment, as required
4 by California law.

5 42. Adequacy. Plaintiffs are proper representatives of the proposed Classes because they will
6 fairly and adequately represent and protect the interests of all putative class members and because there are
7 no known conflicts of interest between Plaintiffs and any putative class members. Plaintiffs' attorneys are
8 ready, willing, and able to fully and adequately represent the members of the Classes and Plaintiffs.
9 Plaintiffs' attorneys have prosecuted numerous wage-and-hour class actions in state and federal courts in
10 the past and are committed to vigorously prosecuting this action on behalf of the members of the Classes.

11 43. Predominance and Superiority. The prosecution of separate actions by individual members
12 of the proposed Classes would create a risk of inconsistent adjudications with respect to the individual
13 members of the Classes, establishing incompatible standards of conduct for Hyatt, and resulting in the
14 impairment of putative class members' rights and the disposition of their interests through actions to which
15 they are not parties. This action is manageable as a class action because, compared with other methods
16 such as intervention or the consolidation of individual actions, a class action is fairer and more efficient.
17 Common issues predominate because all of the Plaintiffs' claims arise out of Hyatt's failure to pay class
18 members properly under the Initiative and failure to provide rest breaks, which affected Class members
19 uniformly. A class action is superior to other available methods for the fair and efficient adjudication of
20 this controversy because the putative Class members have little or no interest in individually controlling
21 the prosecution of separate actions and individualized litigation would increase the delay and expense to
22 all parties and the court system. Furthermore, it is desirable to concentrate the litigation of the claims in
23 this Court because the practices and procedures complained of occurred within this Court's jurisdiction.

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FIRST CAUSE OF ACTION
VIOLATIONS OF THE CITY OF LONG BEACH
HOTEL WORKING CONDITIONS INITIATIVE
(Long Beach Municipal Code § 5.49.010, *et seq.*)

(By Plaintiffs and Members of the Workload Class, Record-Inspection Class,
Voluntary Overtime Class and Injunctive Relief Class Against All Defendants)

44. Plaintiffs, on behalf of themselves and members of the Workload Class, Record-Inspection Class, Voluntary Overtime Class, and Injunctive Relief Class, reallege and incorporate by reference all previous paragraphs as though fully set forth herein.

45. Hyatt's hotels located in the City of Long Beach are structures which are occupied and intended and designed for occupation by guests, and thus are "hotels" as defined by Long Beach Municipal Code § 9.02.080. Hyatt's hotels in the City of Long Beach contain 50 or more guest rooms or suites of rooms, and are thus also "hotels" as defined by Long Beach Municipal Code § 5.49.020.

46. Hyatt operates and/or controls its Long Beach hotels and is thus a "hotel employer" as defined in Long Beach Municipal Code § 5.49.020.

47. Plaintiffs and Class members are employed directly by Hyatt and were hired to or did work an average of at least five hours per week for four weeks or more at the Regency, a hotel. Plaintiffs and Class members are thus "hotel employees" as defined in Long Beach Municipal Code § 5.49.020.

48. The principal duties of Plaintiffs and Class members are to clean and put in order residential guest rooms at the Regency and Centric and they are thus "room cleaners" as defined by Long Beach Municipal Code § 5.49.020.

49. Section 5.49.040 of the Initiative, the "Humane Workload" provision, mandates that hotel employers shall not require a room cleaner to clean rooms amounting to more than 4,000 square feet of floorspace, or more than the maximum floor space otherwise specified in this Section ("adjusted maximum amount"), in any one, eight-hour workday unless the employer pays the room cleaner twice his or her regular rate of pay for all hours worked by the room cleaner during the workday. When a room cleaner is assigned to clean any combination of seven or more checkout rooms or additional-bed rooms in a workday,

1 the maximum floorspace to be cleaned shall be reduced by 500 square feet for each such checkout or
2 additional-bed room over six.

3 50. During the statutory period, Hyatt violated the “Humane Workload” provision by requiring
4 Plaintiffs and members of the Workload Class to clean rooms amounting to more than 4,000 square feet of
5 floorspace or the adjusted maximum amount without paying them twice their regular rate of pay for all
6 hours worked.

7 51. Under Section 5.49.090 of the Initiative, Plaintiffs and members of the Workload Class are
8 entitled to all remedies available under the law or in equity appropriate to remedy any such violation,
9 including compensatory damages and other relief. Plaintiffs and members of the Workload Class are thus
10 entitled to back wages, plus interest, for Hyatt’s violations of the “Humane Workload” provision for the
11 time period of November 23, 2018 through the date of judgment. Under this same Section, Plaintiffs and
12 members of the Class are further entitled to “statutory damages” in the amount of fifty dollars (\$50) per
13 employee for each day on which a violation occurred. Statutory damages are available for the time period
14 during the one-year period preceding the filing of the complaint through the date of judgment.

15 52. Section 5.49.050, the “Voluntary Overtime” provision, provides: “A hotel employer shall
16 not suffer or permit a hotel employee to work more than 10 hours in any workday unless the hotel employee
17 consents. Consents must be written and signed by the hotel employee or communicated electronically
18 through an account or number particular to the hotel employee. No consent is valid unless the hotel
19 employer has advised the hotel employee in writing not more than 30 days preceding the consent that the
20 hotel employee may decline to work more than 10 hours in any workday and that the hotel employer will
21 not subject the hotel employee to any adverse action for declining.”

22 53. Hyatt has violated this provision by failing to obtain written consents from Plaintiffs and
23 members of the Voluntary Overtime Class when they work shifts greater than 10 hours. Under Section
24 5.49.090 of the Initiative, Plaintiffs and members of Class are entitled to compensatory damages for the
25 time period during the three-year period preceding the filing of the complaint through the date of judgment,
26 plus “statutory damages” in the amount of fifty dollars (\$50) per employee for each day on which a
27 violation occurred for the time period during the one-year period preceding the filing of the complaint
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1 through the date of judgment.

2 54. Section 5.49.060 requires Hyatt to keep workload records and to make them available for
3 inspection upon request by an employee or their representative. Plaintiffs’ representatives requested
4 workload records of Plaintiffs and other members of the Record-Inspection Class, but Hyatt failed to
5 provide the records in a timely manner. Pursuant to Section 5.29.090(A), Plaintiffs and members of the
6 Record-Inspection Class are entitled to compensatory damages for the time period of during the three-year
7 period preceding the filing of the complaint through the date of judgment. In addition, Section 5.49.060
8 provides: “Failure of the hotel employer to provide a copy of such records will result in a penalty of at least
9 one hundred dollars (\$100.00) per day up to one thousand dollars (\$1,000.00) per day, the amount to be set
10 by the court.” Plaintiffs and Class members are entitled to maximum penalties for Hyatt’s willful failure
11 to provide the requested records in a timely manner for the time period during the one-year period preceding
12 the filing of the complaint through the date of judgment.

13 55. Section 5.49.030(B) of the Initiative mandates that hotel employers “shall” place a sign on
14 the back of each guest room door, written in a font size of no less than 18 points, that includes the heading
15 “The Law Protects Hotel Housekeepers and Hotel Employees From Threatening Behavior,” a citation to
16 this Chapter of the Long Beach Municipal Code, and notice of the fact that the hotel is providing panic
17 buttons to its housekeepers, room servers, and other hotel employees assigned to work in guest rooms
18 without other hotel employees present.

19 56. Hyatt has failed to post the required signage in guest rooms. Plaintiffs and members of the
20 Injunctive Relief Class are therefore entitled to an injunction requiring Hyatt to comply with all aspects of
21 the Initiative going forward, including posting the notices required under Section 5.49.030(B).

22 57. Plaintiffs are entitled to reasonable attorneys’ fees and costs under Section 5.49.090 of the
23 Initiative.

24 58. Plaintiffs seek to recover interest on all unpaid wages due.

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SECOND CAUSE OF ACTION

FAILURE TO PAY ALL PREMIUM WAGES DUE (Lab. Code §§ 1194, 510, 218.5)

(By Plaintiffs and Members of the Regular Rate Class Against All Defendants)

59. Plaintiffs, on behalf of themselves and members of the Regular Rate Class, reallege and incorporate by reference all previous paragraphs.

60. As a result of Hyatt's failure to pay employees double-time pay as required by the Initiative, Hyatt's calculation of the "regular rate of pay" for purposes of calculating overtime premiums under Labor Code § 510(a) was incorrect and resulted in underpayments of overtime compensation to Plaintiffs and class members.

61. Similarly, Hyatt's calculation of any meal or rest break premiums, which is based on the employee's "regular rate of compensation," was similarly incorrect and resulted in underpayments of premium pay to Plaintiffs and class members. *Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal. 5th 858, 869 (2021).

62. Hyatt also failed to properly calculate the regular rate of pay by failing to include certain non-discretionary bonuses, such as bonuses for cleaning extra rooms.

63. As a direct and proximate result of Defendants' unlawful conduct as alleged herein, Plaintiffs and members of the Regular Rate Class have sustained economic damages, including but not limited to unpaid wages and lost interest, in an amount to be established at trial, and are entitled to recover economic and statutory damages and penalties and other appropriate relief from defendants' violations of the California Labor Code and IWC Wage Order 5.

THIRD CAUSE OF ACTION

MEAL PERIOD VIOLATIONS (Labor Code §§ 512(a), 227.6)

(By Plaintiffs and Members of the Meal Period Class Against All Defendants)

64. Plaintiffs, on behalf of themselves and members of the Meal Period Class, reallege and incorporate by reference all previous paragraphs.

65. California Labor Code § 512(a) prohibits an employer from employing a worker for a work period of more than five hours per day without providing the employee with a 30-minute meal period. It

1 also prohibits an employer from employing a worker for a work period of more than ten hours per day
2 without providing a second 30-minute meal period. Labor Code § 226.7(a) prohibits an employer from
3 requiring an employee to work during any meal period mandated by an applicable Industrial Wage Order.
4 IWC Wage Order 5 § 11(A) prohibits employers from employing a worker for more than five hours without
5 a meal period of at least 30 minutes. Under both California Labor Code §226.7(b) and IWC Wage Order
6 5 §11(B), if an employer fails to provide an employee a meal period as required, the employer must pay
7 the employee one hour of pay at the employee's regular rate of compensation for each workday that the
8 meal period is not provided as required.

9 66. California Labor Code §1198 makes employment of an employee under conditions the IWC
10 prohibits unlawful.

11 67. Defendants have a policy or practice of failing to provide Plaintiffs and members of the
12 Meal Period Class with lawful meal periods required by California Labor Code §§ 226.7 & 512, and IWC
13 Wage Order No. 5 §11.

14 68. Defendants also have a policy or practice of failing to pay each of their employees who was
15 not provided with a meal period as required an additional one hour of compensation at each employee's
16 regular rate of pay.

17 69. As a direct and proximate result of defendants' unlawful conduct as alleged herein, Plaintiff
18 and members of the Meal Period Class have sustained economic damages, including but not limited to
19 unpaid wages and lost interest, in an amount to be established at trial, and are entitled to recover economic
20 and statutory damages and penalties and other appropriate relief from defendants' violations of the
21 California Labor Code and IWC Wage Order No. 5.

22 **FOURTH CAUSE OF ACTION**

23 **REST PERIOD VIOLATIONS (Lab. Code § 226.7(a))**

24 (By Plaintiffs and Members of the Rest Period Class Against All Defendants)

25 70. Plaintiffs, on behalf of themselves and the Rest Period Class, reallege and incorporate
26 by reference all previous paragraphs.

27 71. California Labor Code § 226.7(a) prohibits an employer from requiring an employee to
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1 work during any rest period mandated by an applicable Industrial Wage Order. IWC Wage Order No.
2 5 § 12(A) requires employers to authorize and permit employees to take a paid rest period of at least
3 10 minutes for every four hours worked or major fraction thereof, which insofar as practicable shall be
4 in the middle of each work period. Under both California Labor Code § 226.7(b) and IWC Wage
5 Order 5 §12(B), if an employer fails to provide an employee a rest period as required, the employer
6 must pay the employee one hour of pay at the employee's regular rate of compensation for each
7 workday that a rest period is not provided as required.

8 72. California Labor Code § 1198 makes employment of an employee under conditions the
9 IWC prohibits unlawful.

10 73. Hyatt has a policy or practice of failing to authorize and permit Plaintiffs and Class
11 members to take the rest periods required by California Labor Code § 226.7 and IWC Wage Order 5 §
12 12.

13 74. Hyatt also has a policy or practice of failing to pay each of their employees who was
14 not provided with a rest period as required an additional one hour of compensation at each employee's
15 regular rate of pay.

16 75. As a direct and proximate result of defendants' unlawful conduct as alleged herein,
17 Plaintiffs and members of the Rest Period Class have sustained economic damages, including but not
18 limited to unpaid wages and lost interest, in an amount to be established at trial, and are entitled to
19 recover economic and statutory damages and penalties and other appropriate relief from defendants'
20 violations of the California Labor Code and IWC Wage Order No. 5.

21 **FIFTH CAUSE OF ACTION**

22 **FAILURE TO TIMELY PAY ALL WAGES DUE UPON SEPARATION FROM EMPLOYMENT**

23 **(Lab. Code §§ 201-203)**

24 (By Plaintiffs and Members of the Waiting Time Penalties Class Against All Defendants)

25 76. Plaintiffs, on behalf of themselves and members of the Waiting Time Penalties Class,
26 reallege and incorporate by reference all previous paragraphs as though fully set forth herein.

27 77. Labor Code § 201 requires an employer who discharges an employee, including through a
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1 layoff, to pay all compensation due and owing to the employee “immediately” upon the employee’s
2 separation from employment. Labor Code § 202 requires that an employer promptly pay all wages earned
3 and unpaid within 72 hours after an employee resigns from employment.

4 78. California Labor Code § 203 provides that if an employer willfully fails to pay all wages
5 due promptly upon the employee’s separation from employment, the employer shall be liable for waiting
6 time penalties in the form of continued compensation for up to 30 days.

7 79. By failing to compensate Plaintiffs and members of the Workload Class at rates required by
8 the Initiative, by failing to properly calculate the regular rate of pay for members of the Regular Rate Class,
9 and by failing to pay Plaintiffs and members of the Meal and Rest Period Classes premium wages for
10 noncompliant breaks, Hyatt has willfully failed to make timely payment of full wages due to their
11 employees who have separated from employment in violation of Labor Code §§ 201-202.

12 80. As a consequence of Hyatt’s willful failure to timely pay all wages due, Plaintiffs and
13 members of the Waiting Time Penalties Subclass are entitled to up to a maximum of 30 days’ wages
14 pursuant to Labor Code § 203, plus reasonable attorneys’ fees and costs of suit.

15 **SIXTH CAUSE OF ACTION**

16 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

17 (Lab. Code §§ 226, IWC Wage Order 5 § 7(B))

18 (By Plaintiffs and Members of the Wage Statement Class Against All Defendants)

19 81. Plaintiffs, on behalf of themselves and members of the Wage Statement Class, reallege and
20 incorporate by reference all previous paragraphs as though fully set forth herein.

21 82. California Labor Code § 226(a) states that every employer shall, semi-monthly or at the
22 time of each payment of wages, furnish each of his or her employees an accurate itemized statement in
23 writing showing substantial detailed information, including but not limited to, gross and net wages earned,
24 total hours worked, and all applicable hourly rates and the corresponding number of hours worked at each
25 hourly rate. IWC Wage Order 5 § 7(B) similarly requires employers semimonthly or at the time of each
26 payment of wages to furnish to each employee an accurate itemized statement in writing. These required
27 disclosures of information are essential to enable employees to determine whether they have been paid in
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1 compliance with the law.

2 83. Defendants' policies and practices of failing to pay wages in conformity with the
3 requirements of the Initiative necessarily meant that the itemized wage statements of Plaintiffs and Class
4 members failed to contain the information required by Labor Code § 226(a) because they failed to reflect
5 the proper wage rates and wages earned.

6 84. Similarly, Hyatt's policies and practices of failing to pay premium wages required for
7 noncompliant meal and rest periods under Labor Code § 226.7 necessarily meant that the itemized wage
8 statements of Plaintiff and Class members failed to contain the information required by Labor Code §
9 226(a) because they failed to reflect any information about premium wages earned.

10 85. Labor Code § 226(e) provides that an employee who suffers injury as a result of a knowing
11 and intentional failure by an employer to comply with § 226(a) may recover the greater of actual damages
12 or the penalties designated by statute of \$50 for the initial pay period in which a violation occurs and \$100
13 per employee for each violation in a subsequent pay period up to an aggregate penalty of \$4,000.

14 86. As a result of Defendants' knowing and intentional failure to comply with the provisions of
15 Labor Code §§ 226(a)(1), Defendants deprived Plaintiffs and putative class members of wage information
16 and wages entitled to them by law. This establishes injury under Labor Code § 226(e)(2).

17 87. As a result of Defendants' knowing and intentional violations, Plaintiffs and putative class
18 members seek statutory penalties under Labor Code § 226(a) in amounts not to exceed \$4,000 for each pay
19 period in which they were provided with inaccurate wage statements.

20 **SEVENTH CAUSE OF ACTION**

21 **VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW**

22 (Business and Professions Code §§ 17200, *et seq.*)

23 (By All Plaintiffs Against All Defendants)

24 88. Plaintiffs, on behalf of themselves and members of all Classes, reallege and incorporate by
25 reference all previous paragraphs as though fully set forth herein.

26 89. California Business and Professions Code §§ 17200 *et seq.* prohibits unfair competition in
27 the form of any unlawful, unfair, deceptive, or fraudulent business practice.
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1 90. Hyatt has engaged in unfair and unlawful business practices in violation of California
2 Business & Professions Code §17200, *et seq.*, by engaging in the unlawful conduct alleged above, including
3 but not limited to: failing to post notices informing guests and reminding employees of their rights under
4 the Initiative; cheating room cleaners out of their double-time wages when they cleaned square footage
5 exceeding the limits set forth in the Initiative; failing to properly calculate the regular rate of pay; failing
6 to comply with California's meal and rest break requirements; failing to comply with the Labor Code's
7 timely payment provisions; and failing to provide accurate itemized wage statements required by California
8 Labor Code §§ 226(a) and Wage Order 5.

9 91. Plaintiffs are informed and believe, and based upon such information and belief, allege that
10 by engaging in the unfair and unlawful business practices complained of above, Hyatt was able to lower
11 its labor costs and thereby obtain a competitive advantage over law-abiding employers with which it
12 competes, in violation of California Business & Professions Code § 17200, *et seq.*, and California Labor
13 Code § 90.5(a), which set forth the public policy of California to enforce minimum labor standards
14 vigorously to ensure that employees are not required or permitted to work under substandard and unlawful
15 conditions and to protect law abiding employers and their employees from competitors that lower their
16 costs by failing to comply with minimum labor standards.

17 92. Business and Professions Code § 17203 provides that the Court may restore to any person
18 in interest any money or property which may have been acquired by means of such unfair competition and
19 to which those persons have an ownership interest. Plaintiffs and putative class members are entitled to
20 restitution pursuant to Business and Professions Code §§ 17203 and 17208 for all wages unlawfully
21 withheld from them.

22 93. To prevent Defendants from profiting and benefiting from their wrongful and illegal acts, it
23 is appropriate and necessary to enter an order requiring Defendants to restore Plaintiffs and putative class
24 members monies that are owed.

25 94. Plaintiffs herein take upon themselves enforcement of these laws and lawful claims. There
26 is a financial burden incurred in pursuing this action and it would be against the interest of justice to
27 penalize Plaintiffs by forcing them to pay attorneys' fees from the recovery in this action. The enforcement
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1 of the state wage and hours laws will confer a public benefit as the failure to provide appropriate wages for
2 all hours worked are actions that violate the state's public policy of wage and rest protections for
3 employees. Therefore, attorneys' fees are appropriate pursuant to California Code of Civil Procedure §
4 1021.5, as well as the Initiative, Labor Code §§ 218.5, 226, and any other applicable statute.

5 **EIGHTH CAUSE OF ACTION**

6 **VIOLATION OF CALIFORNIA'S PRIVATE ATTORNEYS GENERAL ACT**

7 (Labor Code § 2698, *et seq.*)

8 (By Plaintiffs Bain and Luna Against All Defendants)

9 95. Plaintiffs Bain and Luna, on behalf of themselves and all similarly situated aggrieved
10 employees, reallege and incorporate by reference all previous paragraphs as though fully set forth herein.

11 96. Each of the Plaintiffs is an "aggrieved employee" within the meaning of California Labor
12 Code § 2699(c), and a proper representative to bring a civil action on behalf of herself and other current
13 and former employees of Defendants pursuant to the procedures specified in California Labor Code §
14 2699.3, because Plaintiffs were employed by Defendants and at least one of the alleged violations of the
15 California Labor Code were committed against Plaintiffs.

16 97. The California Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*
17 ("PAGA"), provides that "[n]otwithstanding any other provision of law, any provision of this code that
18 provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
19 ... for a violation of this code, may, as an alternative, be recovered through a civil action brought by an
20 aggrieved employee on behalf of himself or herself and other current or former employees" Lab. Code
21 § 2699(a).

22 98. Plaintiffs allege, on behalf of themselves and other current and former non-exempt
23 employees of Defendants who have worked at Hyatt in the City of Long Beach, that Defendants have
24 violated, among other statutes and regulations, §§ 201-203, 204, 210, 223, 225.5, 226, 226.3, 226.7, 558,
25 and 2699(f) and Wage Order 5-2001.

26 99. Pursuant to Labor Code § 2699(a), Plaintiffs seek to recover civil penalties, as otherwise
27 provided by statute, for which Defendants are liable as a result of the foregoing violations of the Labor
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Code sections in an amount to be proven at trial, including, but not limited to, penalties under Labor Code sections §§ 201-203, 204, 210, 223, 225.5, 226, 226.3, 226.7, 558, and 2699(f) and Wage Order 5. Plaintiffs are also entitled to an award of reasonable attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

100. Plaintiffs have exhausted their administrative remedies as required by Labor Code section 2699.3(a). On February 1, 2023, Plaintiffs Michelle Bain and Carmen Luna provided written notice, via online filing, to the Labor and Workforce Development Agency ("LWDA") and Defendants as to the claims alleged herein, namely, the specific provisions of the California Labor Code, among other state statutes and regulations, that Defendants are alleged to have violated, as well as the facts and theories supporting those violations. Plaintiffs paid the fee required by Labor Code section 2699.3(a)(1)(B). The LWDA did not provide notice to Plaintiffs that it intends to investigate the alleged violations within 65 calendar days under Labor Code section 2699.3(a)(2)(A). Plaintiffs submitted a supplemental notice to the LWDA on May 2, 2023 with respect to Plaintiff Valeria Martinez.

PRAYER FOR RELIEF

Plaintiffs pray for relief as follows:

1. For an order certifying the proposed Classes;
2. For an order designating Plaintiffs as class representatives;
3. For an order designating Plaintiffs' counsel of record as class counsel;
4. For an injunction requiring Hyatt to comply with all provisions of the Initiative immediately, including an injunction to post the notices on guestroom doors required by Section 5.49.030(B);
5. For an award of all unpaid wages due to Plaintiffs and putative Class members for violations of the Initiative, and the failure to pay proper overtime, meal and rest period premiums;
6. For an award of compensatory and statutory damages pursuant to the Initiative for failing to pay the required double-time wages and for failing to obtain written consent for working more than 10 hours in a day;
7. For an award of compensatory damages and penalties for failing to make workload records available for inspection under the Initiative in a timely manner;

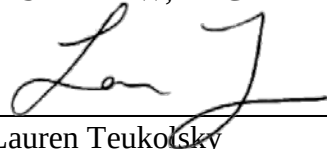
- 1 8. For an award of waiting time penalties pursuant to California Labor Code § 203;
- 2 9. For an award of statutory penalties pursuant to California Labor Code § 226(e);
- 3 10. For an order to pay restitution to Plaintiff and putative class members as a result of
- 4 Defendants' unlawful activities, pursuant to Business & Professions Code §17203;
- 5 11. For an award of disgorgement of profits and all other appropriate equitable relief, as
- 6 authorized by Business & Professions Code §17203;
- 7 12. For an award of civil penalties pursuant to the Private Attorneys General Act, California
- 8 Labor Code section 2698, *et seq.*
- 9 13. Prejudgment and postjudgment interest on all sums awarded under California Labor Code §
- 10 218.6 and any other applicable provisions;
- 11 14. For an award of reasonable attorneys' fees, costs and interest thereon pursuant to the
- 12 Initiative, California Labor Code §§ 218.5, 226, 2699(g)(1), California Code of Civil Procedure § 1021.5,
- 13 and any other applicable provision; and
- 14 15. For such other and further relief as the Court may deem proper and just.

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16 DATED: May 17, 2023

Respectfully submitted,

TEUKOLSKY LAW, APC

19 By: 
20 Lauren Teukolsky
21 Attorneys for Plaintiffs

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3 **DEMAND FOR JURY TRIAL**

4 Plaintiffs Michelle Bain, Carmen Luna, and Valeria Martinez hereby request a jury trial on all
5 claims so triable.

6 DATED: May 17, 2023

7 Respectfully submitted,

8 TEUKOLSKY LAW, APC

9
10 By: _____

11 Lauren Teukolsky
12 Attorneys for Plaintiffs
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PROOF OF SERVICE
MICHELLE BAIN, ET AL., v. HYATT CORPORATION
Case No. 23STCV02164

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action; my business address is 201 South Lake Avenue., Suite 305, Pasadena, CA 91101.

On **May 17, 2023**, I served a true and correct copy of the foregoing document(s) described as:

**SECOND AMENDED CLASS ACTION COMPLAINT FOR DAMAGES, PENALTIES,
INJUNCTIVE RELIEF, ATTORNEYS' FEES AND COSTS**

on the person(s) listed below:

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[X] VIA CASE ANYWHERE: A true and correct copy of the foregoing documents(s) was electronically served on counsel of record by transmission through Case Anywhere in accordance with the Order Authorizing Electronic Service issued by the Court on November 5, 2021.

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

Executed on May 17, 2023 at Pasadena, California.

Stuart Carson
TYPE OR PRINT NAME

Stuart Carson
SIGNATURE