



AKHAVAN
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October 6, 2025

PAGA NOTICE FILED ELECTRONICALLY; SENT VIA CERTIFIED U.S. MAIL

Human Resources Administrator
**COLONY PALMS LLC DBA COLONY
PALMS HOTEL AND BUNGALOWS
COLONY PALMS HOTEL**
572 N Indian Canyon Drive
Palm Springs, California 92262
Tracking: 9589 0710 5270 0098 9202 25

Steven Hermann – Agent for Service of Process
**COLONY PALMS LLC DBA COLONY PALMS
HOTEL AND BUNGALOWS
L’HORIZON PALM SPRINGS, LLC
STEVE HERMANN HOTELS, LLC**
1482 E Valley Road, Suite 775
Santa Barbara, California 93108
Tracking: 9589 0710 5270 0098 9202 18

Human Resources Administrator
**L’HORIZON PALM SPRINGS, LLC
STEVE HERMANN HOTELS, LLC**
1050 East Palm Canyon Drive
Palm Springs, California 92264
Tracking: 9589 0710 5270 0098 9202 01

Re: Notice Letter of Tia Davis, on Behalf of Herself and Aggrieved
Employees Under California Labor Code section 2699.3

Employer: **COLONY PALMS LLC
dba COLONY PALMS
HOTEL AND BUNGALOWS
COLONY PALMS HOTEL**
572 N Indian Canyon Drive
Palm Springs, California 92262

**L’HORIZON PALM SPRINGS, LLC
STEVE HERMANN HOTELS, LLC**
1050 East Palm Canyon Drive
Palm Springs, California 92264

To Whom It May Concern:

This letter shall constitute a Notice under Labor Code section 2699.3 (hereinafter “PAGA Notice”). The \$75 filing fee for the PAGA Notice was paid online by credit card at the time this PAGA Notice was submitted online to the Department of Industrial Relations.

This PAGA Notice concerns Tia Davis' ("Employee") employment with Employee's employer: COLONY PALMS LLC dba COLONY PALMS HOTEL AND BUNGALOWS ("Colony LLC"); COLONY PALMS HOTEL ("Colony Hotel"); L'HORIZON PALM SPRINGS, LLC ("L'Horizon"); and STEVE HERMANN HOTELS, LLC ("Hermann Hotels" and collectively with Colony LLC, Colony Hotel, and L'Horizon as "Employer"). Employee is employed as a non-exempt employee of Employer, at without limitation, 572 N Indian Canyon Drive, Palm Springs, California 92262 and 1050 East Palm Canyon Drive, Palm Springs, California 92264, with duties that include duties related to being a massage therapist and licensed esthetician, among other tasks from approximately January 2024 through the present.

The specific violations personally suffered by Employee, and theories supporting the specific violations, include the following: Employee is misclassified as an independent contractor by Employer, and fails to satisfy the ABC test as prescribed by Dynamex Operations West, Inc. v. Superior Court of Los Angeles County. Employee is deprived of the benefits afforded to her should she have been properly classified as a nonexempt hourly employee, which includes timely uninterrupted meal and rest breaks, overtime rate of pay for overtime worked, amongst others. Employee has thereby not been provided with accurate itemized wage statements throughout her employment.

In connection with the alleged claims for failure to comply with Labor Code sections 96, 98.6, 200, 204, 210, 226, 226.3, 226.8, 432, 512, 558, and 1198.5, Employee seeks to represent all employees of Employer, and each of them, as well as their parents, subsidiaries and affiliates (hereinafter, collectively, "Employer"). On all other claims mentioned herein, Employee seeks to represent only non-exempt employees of Employer. All employees that Employee seeks to represent, as detailed in this Paragraph, shall be referred to as "Aggrieved Employees." Moreover, the allegations herein shall encompass the "PAGA Period," which shall refer to three years preceding the date of this letter and continuing past the date of this Letter into perpetuity.

Employee alleges during her employment with Employer, Employer has misclassified Employee as an independent contractor throughout her employment thereby depriving Plaintiff of overtime compensation, rest periods, and other protections under the California Labor Code. Employer has, at times, failed to pay overtime wages to Employee in violation of California state wage and hour laws as a result of, among other things, at times, failing to accurately track and/or pay for all minutes actually worked to the detriment of Employee and Aggrieved Employees. Employer has, at times, failed to provide Employee and Aggrieved Employees, full, timely thirty (30) minute uninterrupted meal period for days on which they worked more than five (5) hours in a work day and a second thirty (30) minute uninterrupted meal period for days on which they worked in excess of ten (10) hours in a work day, and failing to provide compensation for such unprovided meal periods as required by California wage and hour laws. Employer has, at times, failed to authorize and permit Employee and Aggrieved Employees, or some of them, to take rest periods of at least ten (10) minutes per four (4) hours worked or major fraction thereof and failed to provide compensation for such unprovided rest periods as required by California wage and hour laws, Employer has, at times, failed to pay Employee and Aggrieved Employees, or some of them, the full amount of their wages owed to them, including for, without limitation, failing to pay

overtime wages and premium wages. Employer has, at times, failed to furnish Employee and Aggrieved Employees, or some of them, with itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages earned; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate; the name and address of the legal entity that is the employer; and other such information as required by Labor Code section 226, subdivision (a). As a result thereof, Employer has further failed to furnish employees with an accurate calculation of gross and net wages earned, as well as gross and net wages paid. In addition, Employer has, at times, failed to pay Employee and Aggrieved Employees, or some of them, the full amount of their wages for labor performed in a timely fashion as required under Labor Code section 204.

To the extent Employer previously used the notice and cure provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), Employer is not eligible to cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation conference process pursuant to section 2699.3(f).

In the event that Employer is determined to have satisfied sections 2699(g), 2699(h), or otherwise 2699(d)(1), Employer is also, in the alternative, liable for civil penalties pursuant to Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

In the event that Employer is determined to have, prior to this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Employee or his/her counsel, adequately taken all reasonable steps to be in compliance with all provisions identified in this notice, Employer is still liable for civil penalties pursuant to section 2699(g)(1)-(3).

In the event that Employer is deemed to have adequately taken all reasonable steps to be in compliance with all provisions identified in this notice within 60 days of receiving this notice, Employer is still liable for civil penalties pursuant to Labor Code section 2699(h)(1)-(3).

Employer was found to have unlawfully committed some or all of the above-related Labor Code violations, and thus is subject to increased penalties, as applicable, under Labor Code sections 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3), and is **not** eligible for reduced penalties under either Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving of this notice. Regardless, as the Employer's conduct giving rise to the violations detailed herein was and is malicious, fraudulent, and/or oppressive, the Employer thus is subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and, per Labor Code sections 2699(g)(3) and 2699(h)(3), is **not** eligible for reduced penalties under either 2699(g) or 2699(h), for remedying violations either prior to or after the Employer's receipt of this notice.

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Pursuant to Labor Code section 2699.3, subdivisions (a)(2)(A), (c)(1)(D)-(E), and/or (c)(2)(A)-(B), please advise within sixty-five (65) calendar days of the postmarked date of this notice whether the LWDA intends to investigate the violations alleged above. Our office understands that if we do not receive a response within sixty-five (65) calendar days of the postmark date of this PAGA Notice that the LWDA intends to investigate these allegations, Employee may immediately thereafter file a civil complaint against Employer to allege causes of action for civil penalties or for injunctive relief under the Private Attorney General Act for the herein-described alleged violations of the Labor Code.

Very truly yours,

AKHAVAN & ASSOCIATES

A handwritten signature in black ink, appearing to read "B. Akhavan". The signature is fluid and cursive, with a large initial "B" and a stylized "Akhavan".

BARDIA A. AKHAVAN
Bardia@baalaw.com