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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

DARIANA CASTANON MORALES and MARCOS GUZMAN PEREZ, on behalf of others similarly situated and the State of California under the Private Attorneys General Act, Plaintiffs, vs. REMINGTON LODGING & HOSPITALITY, LLC and DOES 1 through 50, inclusive, Defendants.	Case No. 25CU063552C **Judge:** Loren Freestone **Department:** 64 **CLASS ACTION** **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT** 1. Failure to Pay All Wages Owed 2. Failure to Pay All Overtime Wages 3. Meal Period Violations 4. Rest Period Violations 5. Paid Sick Leave Violations 6. Unpaid Vacation Wages 7. Untimely Payment of Wages 8. Wage Statement Violations 9. Waiting Time Penalties 10. Failure to Reimburse Business Expenses 11. Unfair Competition 12. Civil Penalties under the Private Attorneys General Act (Labor Code §§ 2698 *et seq.*) Action Filed: November 25, 2025

Plaintiffs DARIANA CASTANON MORALES and MARCOS GUZMAN PEREZ, on behalf of all others similarly situated and the State of California under the Private Attorneys General Act ("Plaintiffs") brings this FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT against Defendants REMINGTON LODGING & HOSPITALITY, LLC and DOES 1 through 50, inclusive (collectively "Defendants"), alleging as follows:

INTRODUCTION

1. Plaintiffs bring this instant class action on behalf of herself and similarly situated current and former employees of Defendants for a series of systemic violations of the California Labor Code and IWC Wage Orders.

2. Defendants failed to pay Plaintiffs and the class members for all time worked due to their unlawful practice of time editing/shaving and requiring off-the-clock work.

3. As a result of Defendants' unlawful time shaving and practices requiring off-the-clock work, Defendants failed to pay Plaintiffs and the putative class members for each hour worked over 8 in one day and 40 in one week.

4. Defendants also underpaid overtime, paid sick leave, and premiums by failing to properly calculate the regular rate of pay.

5. Plaintiffs and the class members were not always given adequate opportunities to take compliant meal and rest breaks, and Defendants did not pay Plaintiffs and the class members all meal and rest premiums owed.

6. Defendants failed to reimburse Plaintiffs and the class members for costs incurred for work-related purposes.

7. Defendants' employment policies, practices, and payroll administration systems enabled and facilitated these violations on a company-wide basis with respect to the class members.

8. Defendants are further liable for derivative claims for wage statements, untimely payment, and other associated violations.

9. Plaintiffs seeks to recover the underpaid damages, plus associated penalties, interests, attorney's fees and costs.

JURISDICTION & VENUE

10. Jurisdiction of this action is proper in this Court under Article VI, Section 10 of the California Constitution as the causes of action are premised upon violations of California law.

11. The monetary damages and restitution sought exceed the minimal jurisdiction limits of the Superior Court.

12. This Court has jurisdiction over Defendants because, upon information and belief, Defendants have sufficient minimum contacts in California, or otherwise intentionally avail themselves to the California economy so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

13. Venue is proper in this Court under Code of Civil Procedure sections 393(a), 395, and/or 395.5 because, upon information and belief, Defendants conducted business and committed some of the alleged violations in this County.

PARTIES

A. Plaintiffs

14. Plaintiff Dariana Castanon Morales is an individual over 18 years of age who worked for Defendants in California as a non-exempt employee from about June 2024 to August 2025. Plaintiff worked as a Server.

15. Plaintiff Guzman Perez is an individual over 18 years of age who worked for Defendants in California as a non-exempt employee from about August 2018 to Present. Plaintiff worked as a Server.

16. The State of California, via the Labor and Workforce Development Agency ("LWDA"), is the real party in interest in this action. (*Kim v. Reins Int'l California, Inc.* (2020) 9 Cal. 5th 73, 81 [The "government entity on whose behalf the plaintiff files suit is always the real party in interest."]). To the extent permitted by law, including pursuant *Balderas v. Fresh Start Harvesting, Inc.* (2024) 101 Cal. App. 5th 533 and *Rodriguez v. Packers Sanitation Services Ltd., LLC* (2025) 109 Cal.App.5th 69, the PAGA claim is brought exclusively as a representative action and does not include arbitrable claims.

B. Defendants

17. Defendant Remington Lodging & Hospitality, LLC is a Delaware limited liability company that maintains operations and conducts business throughout the State of California, including in this county.

18. The true names and capacities, whether individual, corporate, or otherwise, of the parties sued as DOES 1 through 50, are presently unknown, unascertainable, or uncertain, and are sued by such fictitious names under Code of Civil Procedure section 474. Upon information and belief, each of DOES 1 through 50 constitutes a legal employer or is otherwise legally responsible in some manner for the acts and omissions alleged herein. This Complaint may be amended to reflect their true names and capacities once ascertained.

19. Upon information and belief, Defendants in this action are employers, co-employers, joint employers, and/or part of an integrated employer enterprise, as each of the Defendants exercised control over the wages, hours, and working conditions of the employees, suffered and permitted them to work, and otherwise engaged them as employees under California law.

20. Upon information and belief, at least some of the Defendants have common ownership, common management, interrelationship of operations, and centralized control over labor relations and are therefore part of an integrated enterprise and thus jointly and severally responsible for the acts and omissions alleged herein, including pursuant to Labor Code sections 558, 558.1, and 1197.1.

21. Upon information and belief, Defendants acted in all respects pertinent to this action as an alter-ego, agent, servant, joint employer, joint venturer, co-conspirator, partner, in an integrated enterprise, or in some other capacity on behalf of all other co-defendants, such that the acts and omissions of each defendant may be legally attributable to all others.

CLASS ALLEGATIONS

22. This action is brought individually and on behalf of the following class pursuant to Code of Civil Procedure section 382:

a. All current and former non-exempt employees who worked for Defendants in California at any time from four years prior to the filing of this action through date of class certification.

23. Plaintiffs reserves the right to establish various subclass definitions as appropriate at the class certification stage, according to proof.

24. The class is ascertainable and shares a well-defined community of interest in this litigation:

a. Numerosity: The class is estimated to exceed 50 individuals, although the precise membership of the entire class is unknown at this time. The class is so numerous that joinder of all class members is impracticable. The identities of class members are ascertainable by inspection of Defendants' employment and payroll records.

b. Typicality: Plaintiffs' claims are typical of the claims of the other class members. They were subject to the same policies and practices of Defendants, which resulted in losses to the class. Proof of common unlawful business practices, which Plaintiffs experienced, will establish the right of the class to recover on the causes of action alleged herein.

c. Adequacy: Plaintiffs are adequate class representatives; will take all necessary steps to protect the class members' interests adequately and fairly; has no interest antagonistic to other class members; and is represented by attorneys who have substantial experience prosecuting, defending, resolving, and litigating wage and hour class, collective, and representative actions in California state and federal courts.

d. Superiority: A class action is superior to other means for adjudicating this dispute. Individual joinder is impractical. Class treatment will allow for common issues to be resolved in a single forum, simultaneously, and without duplication of effort and expense.

e. Public Policy Considerations: Certification of this lawsuit as a class action advances the State of California's strong public interest in ensuring its approximately millions of employed residents are properly paid the wages they earned for the hours they worked. Class actions provide a mechanism for enforcement of labor laws and allow for vindication of employee rights by unnamed class members.

25. Common questions of law and fact as to the class members predominate over questions affecting only individual members. The common questions of law and fact exist as to whether the employment policies and practices formulated by Defendants and applied to the class members constitute violations of California law.

GENERAL ALLEGATIONS

26. Plaintiffs and the class members worked for Defendants as non-exempt employees compensated on an hourly basis.

27. Defendants failed to pay Plaintiffs and the class members at the lawful minimum wage rate for all hours worked, resulting in unpaid minimum wages. Specifically, Defendants required Plaintiffs and the class members to complete work while off the clock.

28. First, Defendants required Plaintiffs and the class members to work through their uncompensated meal periods to comply with the demands of the job. For example, as discussed in more detail below, Defendants required Plaintiffs and other class members to assist each other at the front desk when needed, regardless of their meal breaks. Plaintiff Castanon Morales was regularly expected to assist with front desk issues while clocked out for her meal period. Additionally Defendants would consistently assign Plaintiff Guzman Perez and other class members excessively large workloads, sometimes spread across multiple hotel locations, that could not realistically be completed within their scheduled hours.

29. This resulted in unpaid hours worked. Defendants' failure to pay for all hours worked was a common practice among the class members.

30. Second, Plaintiffs Defendants engaged in an unlawful policy and practice of editing time records to reflect fewer hours worked or to reflect a compliant meal period was taken, when in reality, it was not. Specifically, Defendants routinely made edits to Plaintiffs' and the class members' time records without their knowledge or authorization. For example, upon review of her time records, Plaintiff Castanon Morales noticed that a few of her punches had been edited by her front desk manager.

31. Lastly Defendants required Plaintiffs and, on information and belief, other aggrieved employees to watch training videos and complete training tasks at home, while off-the-clock. Plaintiffs and the aggrieved employees were not compensated for this time.

32. Due to Defendants' unlawful policies of time editing and requiring off-the-clock work, Defendants failed to pay for all hours worked, resulting in the underpayment of regular wages.

33. Defendants failed to pay Plaintiffs and the class members overtime wages at the lawful rate of pay for overtime hours worked, resulting in unpaid overtime wages. First, because of Defendants' practice of requiring off-the-clock work and time editing, Defendants failed to account for all hours worked. To the extent this resulted in more than 8 hours worked in a day or 40 hours worked in a week, Defendants failed to pay all overtime wages owed.

34. Second, to the extent Defendants committed the same regular rate violations alleged in the sick pay and meal premium sections below, Defendants failed to pay Plaintiffs and the class members overtime wages at the lawful rate of pay for overtime hours worked, resulting in unpaid overtime wages. Plaintiffs seeks to recover for the corresponding overtime rate on behalf of the affected class members.

35. Defendants failed to comply with California's paid sick leave laws with respect to Plaintiffs and the class members. Plaintiffs and the class members earned additional forms of non-discretionary remuneration, including incentives for reaching a certain score when employees get reviews. Defendants did not pay the class members' sick leave "in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick leave, whether or not the employee actually worked overtime in that workweek," as the regular rate should have included incentives and all other forms of additional non-excludable remuneration.

36. An illustrative example of this violation is shown in Plaintiff Castanon Morales wage statement for the pay period of 4/19/2025 to 5/2/2025. During this pay period, Plaintiff Castanon Morales utilized 8 hours of paid sick leave ("PTO") because Defendants incorporated paid sick leave into their PTO or vacation policy. Plaintiff Castanon Morales also earned a non-discretionary incentive ("Incv1") in the amount of $50 that Defendants failed to incorporate into Plaintiff Caston Morales's

sick leave rate. Plaintiffs is informed and believes that the other class members suffered the same violations. Therefore, Defendants paid Plaintiffs and the class members' sick leave at a deficient rate.

37. Defendants maintained an unlawful policy and practice of failing to pay all accrued and unused vacation wages upon separation of employment at the lawful rate of pay, resulting in forfeiture of vested vacation time and wages. Consequently, Defendants failed to credit the class members with all vacation time they actually accrued. Therefore, vacation wages were not paid out at the lawful rate of pay inclusive of all earnings. An illustrative example of this violation is shown in Plaintiff Castanon Morales's wage statement for the pay period of 7/26/2025 to 8/8/2025. As mentioned above, Plaintiff Castanon Morales's PTO accrued based on the number of hours worked during that pay period. Here, Plaintiff Castanon Morales's second-to-last wage statement shows that she had 15.17 unused and accrued PTO hours. During the next pay period, Plaintiff Castanon Morales worked 10.50 hours through which she accrued, additional PTO (beyond the 15.17 hours). However, in her final paycheck, she was only paid for the 15.17 accrued hours from the previous paycheck. Thus, Defendants failed to pay Plaintiffs and, on information and belief, other class members all accrued and unused vacation wages upon separation of employment.

38. Plaintiffs and the class members routinely experienced missed, late, short, and interrupted meal periods due to pressure from Defendants to keep up with high demands of the job and due to understaffing. For example, if the employee covering Plaintiff Castanon Morales for her break needed help, the employee would ask Plaintiff, and she would have to go to the front desk and assist. Due to understaffing, in the morning, housekeeping would have to cover Plaintiff Castanon Morales's break, but Plaintiff Castanon Morales would have to assist them while clocked out for her meal breaks. Each time Plaintiffs and the class members experienced a noncompliant meal period, they were owed a meal period premium.

39. When Defendants paid Plaintiffs and other class members meal period premiums, the premiums were not paid at the regular rate of compensation due to the same regular rate of pay violations discussed above. An illustrative example of this violation is shown in Plaintiff Castanon Morales's wage statement for the pay period of 12/28/2024 to 1/10/2025. During this pay period, Plaintiff Castanon Morales earned a meal period premium ("Meal Penalty") calculated at her regular

hourly rate of $18. Plaintiff Castanon Morales also earned a non-discretionary incentive (“Incv1”) in the amount of $50 that Defendants failed to incorporate into Plaintiff Castanon Morales’s meal period premium. Therefore, Defendants failed to pay Plaintiffs and the class members meal premiums at the regular rate of compensation. Plaintiffs are informed and believes that the other class members suffered the same violations.

40. Additionally, Plaintiffs and other aggrieved employees would often take their meal period past the 5th hour because his supervisor would order them to complete required maintenance on laundry machines, sometimes at different hotel locations than where they would normally be assigned to work, before being allowed to take their meal breaks. Fearing retaliation if he did not complete all his assigned work tasks, Plaintiff Guzman Perez regularly felt compelled to work through his lunch period, despite being off-the-clock-, in the same manner that he noted his coworkers felt regularly compelled to work through their lunches while clocked out in order to meet their own strict deadlines.

41. Each time Plaintiffs and the aggrieved employees experienced a noncompliant meal period, they were owed a meal period premium. As a matter of policy and practice, Plaintiffs and the aggrieved employees were not provided meal period premiums in lieu of non-compliant meal periods to the full extent required by Labor Code section 226.7. Specifically, Defendants failed to pay all meal period premiums owed for all violations incurred as a direct result of their pervasive policy and practice of editing timesheets to reduce the number of hours worked, thereby reducing the appearance of meal period violations owed.

42. As a matter of common policy and practice, Defendants failed to provide all rest periods to which Plaintiffs and the class members were entitled. Due to the reasons explained above, such as understaffing and the pressures to keep up with the continuous demands of the job, Plaintiffs and the class members were not always authorized or permitted to take their rest periods. For example, Plaintiff Castanon Morales does not recall taking any rest periods during her employment. In fact, there are times where Plaintiff Castanon Morales would be the only one on the shift and thus, no one would be able to cover her for a rest period.

43. Additionally Plaintiff Guzman Perez’s supervisor would frequently assign him and other aggrieved employees intensive laundry orders during the same shifts that they were expected to perform necessary maintenance on laundry machines. In fact, there were times when Plaintiff Guzman Perez would be the only laundry staff on shift that could service the laundry machines and, thus, felt compelled to work through his rest breaks for fear that the lack of working equipment would cause further pressure for himself and other employees

44. When Defendants did not provide compliant rest periods, Defendants failed to pay Plaintiffs and other class members all rest period premiums in violation of Labor Code section 226.7. To the extent Defendants paid rest period premiums, Defendants violated Labor Code section 226.7 because such premiums were not paid at the regular rate of compensation due to the regular rate violations discussed above.

45. These violations create derivative liability for failure to timely pay all wages owed each payday or upon separation of employment. Specifically, Defendant’s regular practice of undercalculating the regular rate of pay for all wages owed to Plaintiffs and the class members effectively means that Defendant has not timely paid the full amount of wages owed. Additionally, Defendants failed to pay Plaintiffs all accrued and unused vacation wages upon separation of employment. As a result, Defendants violated Labor Code sections 201, 202, and 203.

46. Defendants failed to provide accurate itemized wage statements to the class members each pay period as a result of the policies and practices set forth in this notice. Defendants violated Labor Code section 226(a)(1) and (5) by not listing the correct “gross wages earned” or “net wages earned,” as the employees earned wages and premiums that were not paid, resulting in an inaccurate reflection, and recording of “gross wages earned” on those wage statements.

47. Likewise, in violation of Labor Code section 226(a)(9), Defendants failed to state on employee wage statements each pay period the applicable hourly rates in effect and the number of hours worked at that rate, as Defendants failed to pay all wages and premiums owed to employees. The amounts stated are instead depreciated and underpaid, resulting in an inaccurate reflection on the pay stub.

48. Defendants violated Labor Code section 226(a)(2) by failing to accurately list employees' "total hours worked," as the wage statements did not accurately include the uncompensated time Plaintiffs and other class members worked due to Defendant's policy and practice of requiring off-the-clock work and editing time records.

49. Plaintiffs and other class members cannot promptly and easily determine from the wage statement alone the wages paid or earned without reference to other documents or information. Indeed, these wage statement violations are significant because they sow confusion among Plaintiffs and other class members with respect to what amounts were owed and paid, at what rates, the number of hours worked, and how those amounts were or should be calculated. The wage statements reflect a false statement of earnings and concealed the underlying problems and underpayments of employee wages.

50. Defendants required Plaintiffs and the class members to incur costs for work-related purposes without full reimbursement. In direct consequence of their job duties, Plaintiffs and the class members unavoidably and necessarily incurred these losses, expenditures, costs, and as a matter of policy and practice. Specifically, Defendant expected Plaintiffs and the class members to use their personal cell phones for business purposes. For example, Plaintiff Castanon Morales and the class members were required to respond to text messages in a group chat. Defendants would text Plaintiff Castanon Morales and other class members their schedules and to remind them to clock in and out on time. Moreover, if an issue arose at work, management would text Plaintiff Castanon Morales and the class members about the issues and how to resolve them. Additionally Plaintiff Guzman Perez was forced to purchase cleaning supplies, including bleach and laundry detergent, on occasions where the laundry department had run out and was completing laundry orders without soap. Despite being promised reimbursements on the occasions where he paid for the supplies out of pocket, Plaintiff Guzman Perez has never been reimbursed for any costs he has incurred as a direct result of his work requirements. To the extent Defendant reimbursed class members, those amounts were underpaid. At all times, Defendants were required to comply with the reimbursement mandate of Labor Code sections 2800 and 2802. Defendants required Plaintiffs and the class members to incur costs for work-related purposes without full reimbursement.

51. Due to the above-described unlawful policies and practices, Defendants failed to maintain accurate payroll and employment records as required under Labor Code section 1174 and the applicable IWC Wage Orders.

FIRST CAUSE OF ACTION

FAILURE TO PAY ALL WAGES OWED

Violation of Labor Code §§ 200, 218, 1194, 1194.2 and 1197

(All Claims Alleged by Plaintiffs and Class Members Against All Defendants)

52. All outside paragraphs of this Complaint are incorporated into this section.

53. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code §§ 200, 218, 1182.12, 1194, 1194.2, 1197, 1197.1 and 1198 and the IWC Wage Orders (the "Hours and Days of Work" and "Minimum Wages" sections of the applicable orders), which require non-exempt employees be timely paid at least the state or local minimum wage (if higher) for each hour of work, and further provide a private right of action for an employer's failure to pay all minimum wages (plus liquidated damages). In addition to minimum wages, Labor Code § 200 states that "'wages' includes all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation."

54. Defendants willfully failed in their affirmative obligation to pay Plaintiffs and class members at least the lawful minimum wage for each hour worked in violation of Labor Code sections 1182.12, 1194, 1194.2, 1197, 1197.1 and 1198 and the IWC Wage Orders (the "Hours and Days of Work" and "Minimum Wages" sections of the applicable orders), including payment at the lawful local and county minimum wage ordinances in effect. As a result, Defendants are liable for all associated damages, including liquidated damages for the minimum wage violations pursuant to Labor Code § 1194.2.

55. Defendants' unlawful acts and omissions deprived Plaintiffs and class members of minimum, regular and overtime wages in amounts to be determined at trial. Plaintiffs and class members are entitled to recover the full amount of the unpaid wages, plus liquidated damages in an amount equal to the wages unlawfully unpaid (and interest thereon), in addition to interest, attorneys'

fees, and costs to the extent permitted by law, including under Labor Code sections 1194 and 1194.2, 218.6 and any other applicable statutes.

<u>SECOND CAUSE OF ACTION</u>

FAILURE TO PAY ALL OVERTIME WAGES

Violation of Labor Code §§ 510 and 1194

56. All outside paragraphs of this Complaint are incorporated into this section.

57. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code §§ 204, 510, 558, 1194, and 1198, which require non-exempt employees be timely paid overtime wages all overtime hours worked, and which further provide a private right of action for an employer's failure to pay all overtime compensation for overtime hours worked.

58. Defendants failed in their affirmative obligation to pay Plaintiffs and class members no less than one and one-half times their respective "regular rate of pay" for all hours worked in excess of eight hours in one day, 40 hours in one week, or the first eight hours worked on the seventh day of work in any one workweek, and no less than twice their respective "regular rate of pay" for all hours over 12 hours in one day and any work in excess of eight hours on any seventh day of a workweek for such hours worked, in violation of Labor Code sections 204, 510, 558, 1194, and 1198 and the IWC Wage Orders (the "Hours and Days of Work" sections of the applicable orders).

59. Plaintiffs and class members are entitled to recover the full amount of the unpaid overtime, in addition to interest, statutory and civil penalties, and attorneys' fees, and costs to the extent permitted by law.

<u>THIRD CAUSE OF ACTION</u>

MEAL PERIOD VIOLATIONS

Violation of Labor Code §§ 226.7 and 512

60. All outside paragraphs of this Complaint are incorporated into this section.

61. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code §§ 226.7, 558 and 512, which require non-exempt employees be provided complaint meal periods (or meal period premiums in lieu thereof), and which further provide a private right of action for an

employer’s failure to lawfully provide all meal periods and/or pay meal period premiums at the lawful regular rate of compensation.

62. Defendants willfully failed in their affirmative obligation to consistently provide Plaintiffs and class members compliant, duty-free meal periods of not less than 30 minutes beginning before the fifth hour of hour for each work period of more than five hours per day and a second duty-free meal period of not less than 30 minutes beginning before the tenth hour of hour of work in violation of Labor Code sections 226.7, 512, 558, 1198 and the IWC Wage Orders (the “Meal Periods” sections of the applicable orders).

63. Further, Defendants willfully failed in their affirmative obligation to consistently pay Plaintiffs and class members one additional hour of pay at the respective regular rate of compensation for each workday that a fully compliant meal period was not provided, in violation of Labor Code sections 226.7, 512, 558, and 1198 and the IWC Wage Orders (the “Meal Periods” sections of the applicable orders).

64. Plaintiffs and class members are entitled to recover the full amount of the meal period premiums owed, in addition to interest, statutory and civil penalties, and attorneys’ fees, and costs to the extent permitted by law.

FOURTH CAUSE OF ACTION

REST PERIOD VIOLATIONS

Violation of Labor Code §§ 226.7 and 516

65. All outside paragraphs of this Complaint are incorporated into this section.

66. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code §§ 226.7 and 516, which require non-exempt employees be authorized to take complaint rest periods (or rest period premiums in lieu thereof), and which further provide a private right of action for an employer’s failure to lawfully provide all rest periods and/or pay rest period premiums at the lawful regular rate of compensation.

67. Defendants willfully failed in their affirmative obligation to consistently authorize and permit Plaintiffs and class members to receive compliant, duty-free rest periods of not less than ten (10) minutes for every four hours worked (or major fraction thereof) in violation of Labor Code

sections 226.7, 516, 558, and 1198 and the IWC Wage Orders (the "Rest Periods" sections of the applicable orders).

68. Further, Defendants willfully failed in their affirmative obligation to consistently pay Plaintiffs and class members one additional hour of pay at the respective regular rate of compensation for each workday that a fully compliant rest period was not provided, in violation of Labor Code sections 226.7, 516, 558, and 1198 and the IWC Wage Orders.

FIFTH CAUSE OF ACTION

FAILURE TO PAY ALL PAID SICK LEAVE WAGES

Violation of Labor Code §§ 200, 218, 246 *et seq.*

69. All outside paragraphs of this Complaint are incorporated into this section.

70. Defendants knowingly and intentionally failed in their affirmative obligation to pay sick leave wages to Plaintiffs and a paid sick leave subclass in violation of Labor Code section 246 *et seq.* Paid sick leave earnings constitute wages for purposes of California wage and hour law. (*Murphy v. Kenneth Cole Productions, Inc.* (2007) 40 Cal.4th 1094, 1103 ["Courts have recognized that 'wages' also include those benefits to which an employee is entitled as a part of his or her compensation, including money, room, board, clothing, vacation pay, and sick pay"].)

71. Labor Code section 246(l), in conjunction with Labor Code section 248 *et seq.*, 248.1, 248.2, and 248.6, in addition to the applicable County sick pay ordinances in locales worked by class members, govern how Defendants were required to calculate paid sick leave.

72. Defendants failed to pay Plaintiffs and class members their paid sick leave wages at one of the lawful rates set forth in the statute or ordinance because Defendants failed to include in their sick leave calculation the additional remuneration received by Plaintiffs and class members (i.e., at the regular rate of pay and/or calculated based on total wages earned).

73. Furthermore, to the extent the paid sick leave paid constitutes Covid-related paid sick leave, Defendants knowingly and intentionally failed in their affirmative obligation to pay Covid-19 Supplemental Sick Leave wages to class members at the correct accrual rate or hourly pay rate in violation of Labor Code sections 246, 248.1, 248.2, and 248 *et seq.*

74. As a result, Defendants violated the Labor Code and are liable to Plaintiffs and class members for underpaid sick leave wages, in addition to interest, attorneys' fees, and costs.

<u>SIXTH CAUSE OF ACTION</u>

UNPAID VACATION WAGES

Violation of Labor Code §§ 201, 202, 203, and 227.3 and 1194, and 1198

75. All outside paragraphs of this Complaint are incorporated into this section.

76. This cause of action is brought by an unpaid vacation wages subclass pursuant to Labor Code §§ 200, 201, 202, 203, and 227.3 and 1194, and 1198, which require non-exempt employees be timely paid all vested vacation wages at their final rate of pay upon separation of employment, and which further provide a private right of action for an employer's timely failure to pay all vacation compensation upon termination.

77. Defendant offered Plaintiffs and class members an employment contract or policy providing for the accrual of vacation and/or paid time off. Plaintiffs and class members accrued vacation and/or PTO pursuant to the contract or policy.

78. Upon separation of Plaintiffs and class members, Defendants willfully failed in their affirmative obligation to timely pay Plaintiffs and class members all accrued but unused vacation at their final rate during their employment with Defendants, in violation of Labor Code sections 201(a), 202(a), and 227.3.

79. Plaintiffs and class members are entitled to recover the full amount of the accrued vacation wages owed, in addition to interest, statutory and civil penalties, and attorneys' fees, and costs to the extent permitted by law.

<u>SEVENTH CAUSE OF ACTION</u>

UNTIMELY PAYMENT OF WAGES

Violation of Labor Code §§ 204, 210, 218

80. All outside paragraphs of this Complaint are incorporated into this section.

81. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code §§ 204, 204b, and 210 which require non-exempt employees be timely paid all wages owed each pay period, and which further provide a private right of action for an employer's failure to comply with

this obligation. Labor Code § 218 authorizes individuals to sue directly for wages and penalties due under these sections, including Labor Code § 210(c)'s statutory late payment penalties.

82. Defendants willfully failed in their affirmative obligation to timely pay all wages, including paid sick leave and meal and rest premiums, earned by Plaintiffs and class members twice during each calendar month on days designated in advance by the employer as regular paydays (for employees paid on a non-weekly basis) and on the regularly-scheduled weekly payday for weekly employees, if any, in violation of Labor Code sections 204 and 204b and the IWC Wage Orders (the "Minimum Wages" sections of the applicable orders).

83. Plaintiffs and class members are entitled to recover the full amount of the unpaid wages, in addition to a statutory penalty in the amount of $100 for the initial violation for each failure to pay each employee and $200 for all subsequent violations and for all willful or intentional violations for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld under provided in Labor Code § 210, in addition to interest, attorneys' fees, and costs to the extent permitted by law.

EIGHTH CAUSE OF ACTION

WAGE STATEMENT VIOLATIONS

Violation of Labor Code § 226

84. All outside paragraphs of this Complaint are incorporated into this section.

85. This cause of action is brought by a wage statement subclass pursuant to Labor Code § 226(a) which requires non-exempt employees be provided accurate itemized wage statements each pay period, and which further provide a private right of action for an employer's failure to comply with this obligation.

86. Defendants knowingly and intentionally failed in their affirmative obligation to provide accurate itemized wage statements to Plaintiffs and class members resulting in injury to Plaintiffs and class members. Specifically, the wage statements issued to Plaintiffs and class members did not accurately state each pay period all of the information required by Labor Code § 226(a)(1)-(9).

87. Defendants' unlawful acts and omissions deprived Plaintiffs and class members of accurate itemized wage statements, causing confusion and concealing wage and premium underpayments.

88. As a result, Plaintiffs and class members are entitled to recover the statutory penalty of $50 per employee for the initial pay period in which a violation occurred and $100 per employee for each violation in a subsequent pay period, up to an aggregate penalty of $4,000 per employee, in addition to interest, attorneys' fees, and costs to the extent permitted by law, including under Labor Code section 226(e).

NINTH CAUSE OF ACTION

WAITING TIME PENALTIES

Violation of Labor Code §§ 201 *et seq*.

89. All outside paragraphs of this Complaint are incorporated into this section.

90. This cause of action is brought by a waiting time subclass pursuant to Labor Code §§ 201 through 203, which require an employer to timely pay all wages earned upon termination of employment, and which further provide a private right of action to recover statutory waiting time penalties each day an employer fails to comply with this obligation, up to a maximum of 30 days wages.

91. Defendants willfully failed and continue to fail in their affirmative obligation to pay all wages earned and unpaid to Plaintiffs and class members immediately upon termination of employment or within 72 hours thereafter for employees who did not provide at least 72 hours prior notice of his or her intention to quit, and further failed to pay those sums for 30 days thereafter in violation of Labor Code sections 201 through 203 and the IWC Wage Orders.

92. Plaintiffs and class members are entitled to recover a waiting time penalty for a period of up to 30 days, in addition to interest, attorneys' fees, and costs to the extent permitted by law.

TENTH CAUSE OF ACTION

FAILURE TO REIMBURSE BUSINESS EXPENSES

Violation of Labor Code § 2802

93. All outside paragraphs of this Complaint are incorporated into this section.

94. Defendants willfully failed in their affirmative obligation to reimburse Plaintiffs and a reimbursement subclass for all necessary expenditures, losses, expenses, and costs incurred by them in direct discharge of the duties of their employment, in violation of Labor Code section 2802.

95. Defendants' unlawful acts and omissions deprived Plaintiffs and class members of lawful reimbursements for business expenses in amounts to be determined at trial. Plaintiffs and class members are entitled to recover the amount unreimbursed expenses of Plaintiffs and class members in addition to interest, attorneys' fees, and costs to the extent permitted by law, including under Labor Code section 2802.

<u>ELEVENTH CAUSE OF ACTION</u>

UNFAIR COMPETITION

Violation of Business and Professions Code §§ 17200 *et seq.*

96. All outside paragraphs of this Complaint are incorporated into this section.

97. Defendants have engaged and continue to engage in unfair and/or unlawful business practices in the State of California in violation of California Business and Professions Code § 17200 by committing the foregoing wage and hour violations alleged throughout this Complaint.

98. Defendants' dependence on these unfair and/or unlawful business practices deprived Plaintiffs and continue to deprive other class members of compensation to which they are legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage to Defendants over competitors who have been and/or are currently employing workers in compliance with California's wage and hour laws. These failures constitute unlawful, deceptive, and unfair business acts and practices in violation of Business and Professions Code section 17200 *et seq.*

99. Plaintiffs are victims of Defendants' unfair and/or unlawful conduct alleged in this Complaint, and Plaintiffs, as an individual and on behalf of others similarly situated, seeks full restitution of the moneys as necessary and according to proof to restore all monies withheld, acquired, and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

100. Plaintiffs do not have an adequate remedy at law for past or future violations, to the extent the statute of limitations on each of the alleged causes of action do not extend to the four year limitation provided under the UCL or to the extent the underlying Labor Code and IWC Wage Order violations do not provide a private right of action.

101. Plaintiffs and class members are entitled to injunctive relief against Defendants, restitution, and other equitable relief to return all funds over which Plaintiffs and class members have

an ownership interest and to prevent future damage and the public interest under Business and Professions Code § 17200 *et seq.* Plaintiffs and class members are further entitled to recover interest, attorneys' fees, and costs to the extent permitted by law, including under Code of Civil Procedure § 1021.5.

TWELFTH CAUSE OF ACTION

CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT

Violation of Labor Code §§ 2698 *et seq.*

(By Plaintiff Castanon Morales on Behalf of the State and the Aggrieved Employees Against All Defendants)

102. All outside paragraphs of this Complaint are incorporated into this section.

103. Plaintiff Castanon Morales brings this cause of action as a proxy for the State of California on behalf of the following "aggrieved employees" pursuant to the Private Attorneys General Act ("PAGA"), codified as Labor Code section 2698 *et seq.*:

a. All current and former non-exempt employees who worked for Defendants in California at any time from one year prior to the postmark date of the initial PAGA notice through date of trial.

104. Plaintiff Castanon Morales reserves the right to amend, supplement, or add to this description of the aggrieved employees, according to proof.

105. The State of California, via the Labor and Workforce Development Agency ("LWDA"), is the real party in interest in this action with respect to this cause of action. (*Kim v. Reins Int'l California, Inc.* (2020) 9 Cal. 5th 73, 81 [The "government entity on whose behalf the plaintiff files suit is always the real party in interest."])

106. Labor Code section 2699(a) provides: "Notwithstanding any other provision of law,, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of the employee and other current or former

employees against whom a violation of the same provision was committed pursuant to the procedures specified in Section 2699.3. "

107. Any allegations regarding violations of the IWC Wage Orders are enforceable as violations of Labor Code section 1198, which states: "[t]he employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

108. Labor Code section 2699.3 sets forth the procedure for commencing an action for civil penalties under the PAGA.

109. On or about **November 12, 2025**, Plaintiff Dariana Castanon Morales paid the requisite PAGA filing fee and provided written notice (by online electronic filing with the LWDA and by certified mail to Defendants) of Defendants' alleged Labor Code violations, including the facts and theories to support the alleged violations.

110. A true and correct copy of Plaintiff Dariana Castanon Morales's written PAGA notice, entitled "Notice of Labor Code Violations" is attached hereto as Exhibit 1 and incorporated by reference as though fully set forth herein (the "PAGA notice").

111. To date, neither Plaintiff Dariana Castanon Morales nor Plaintiff's counsel has received a response to Plaintiff's written PAGA notice from the LWDA.

112. Within 33 calendar days of the postmark date of the notice sent by Plaintiff Castanon Morales, neither Plaintiff nor Plaintiff's counsel has received written notice by certified mail from any defendant providing a description of any actions taken to cure the alleged violations.

113. Now that at least 65 days have passed from Plaintiff Dariana Castanon Morales notifying Defendants of these violations, without notice of cure from Defendants or notice from the LWDA of its intent to investigate the alleged allegations and issue the appropriate citations to Defendants, Plaintiff Castanon Morales exhausted all prerequisites and commenced this civil action under Labor Code section 2699 *et seq.*

114. As set forth in the PAGA notice attached as Exhibit 1 and incorporated into this Complaint, Defendants committed the following violations and are liable for all corresponding civil penalties:

a. ***Unpaid Hours Worked/Minimum Wage.*** Violation of Labor Code §§ 1194, 1197, 1198; IWC Wage Orders.

b. ***Unpaid Overtime***. Violation of Labor Code §§ 510, 1194, 1198; IWC Wage Orders.

c. ***Unpaid Paid Sick Leave.*** Violation of Labor Code §§ 246 through 248.7.

d. ***Unpaid Vacation Wages.*** Violation of Labor Code § 227.3.

e. ***Unpaid Meal Period Premium Wages.*** Violation of Labor Code §§ 226.7, 512, 1198; IWC Wage Orders.

f. ***Unpaid Rest Period Premium Wages.*** Violation of Labor Code §§ 226.7, 516, 1198; IWC Wage Orders.

g. ***Untimely Payment of Wages During Employment.*** Violation of Labor Code §§ 204, 204b, 210.

h. ***Untimely Payment of Wages Upon Separation of Employment.*** Violation of Labor Code §§ 201, 202, 203, 256.

i. ***Non-Compliant Wage Statements.*** Violation of Labor Code §§ 226, 226.3.

j. ***Unreimbursed Employee Expenses.*** Violation of Labor Code §§ 2802, 2804.

k. ***Failure to Maintain Accurate Records.*** Violation of Labor Code § 1174; IWC Wage Orders.

115. Plaintiff Dariana Castanon Morales seeks to collect all recoverable civil penalties for the Labor Code violations alleged in this Complaint and the PAGA notice (including amendments thereto) against Defendants pursuant to Labor Code section 2699(a) and (f), in addition to attorneys' fees, costs, and interest to the extent permitted by law, including under Labor Code section 2699(k).

PRAYER

Plaintiffs prays for judgment as follows:

a. For certification of this action as a class action;

b. For appointment of Plaintiffs as the class representative;

c. For appointment of above-captioned counsel for Plaintiffs as Class Counsel;

d. For division of class members into appropriate classes and/or subclasses according to proof;

e. For recovery of all statutory penalties and liquidated damages;

f. For disgorgement of all amounts wrongfully obtained to the extent permitted by law;

g. For restitution and injunctive relief;

h. For attorneys' fees and costs of suit, including expert fees, to the extent permitted by law, including (without limitation) under Labor Code §§ 218.5, 226, 1194, 2802 and Code of Civil Procedure § 1021.5.;

i. For recovery of damages in amount according to proof;

j. For all recoverable pre- and post-judgment interest;

k. For this action to be maintained as a representative action under the PAGA;

l. For Plaintiffs and counsel of record to be provided with all enforcement capability as if the action were brought by the State of California or the California Division of Labor Enforcement;

m. For recovery of all civil penalties and other recoverable amounts under the PAGA;

n. For reasonable attorneys' fees and costs of suit, including expert fees, to the extent permitted by law, associated with the PAGA claims pursuant to Labor Code § 2699, and Code of Civil Procedure section 1021.5 and any other applicable sections; and

o. For such other relief the Court deems just and proper.

Dated: January 21, 2026

Ferraro Vega Employment Lawyers, Inc.

Xavier L. Woodford

Xavier L. Woodford
Rick A. Waltman
Nicholas J. Ferraro
Attorneys for Plaintiffs

<u>EXHIBIT 1</u>

Notice of Labor Code Violations

FERRARO VEGA
SAN DIEGO EMPLOYMENT LAWYERS

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November 12, 2025

NOTICE OF LABOR CODE VIOLATIONS
CALIFORNIA LABOR CODE SECTIONS 2698 *et seq.*

VIA CERTIFIED U.S. MAIL
- Electronic Return Receipt -

Remington Lodging & Hospitality, LLC
14185 Dallas Parkway, Suite 1150
Dallas, Texas 75254

- PAGA Notice & Filing Fee -
Submitted electronically to the Labor and Workforce Development Agency

Dear LWDA Officer and Company Representatives:

This letter serves as written notice under Labor Code section 2699.3 on behalf of **DARIANA CASTANON MORALES** ("Plaintiff(s)") and all other "aggrieved employees" of the following "Defendant(s)":

REMINGTON LODGING & HOSPITALITY, LLC

Defendant(s) shall mean and include the foregoing in addition to any other related employer entities, individuals under Labor Code sections 558 and 558.1, and all others who may be later added upon further investigation and discovery as liable employers.

This office serves as legal counsel for Plaintiff. If the California Labor and Workforce Development Agency ("LWDA") does not investigate the facts, allegations, and violations set forth in this notice within the statutorily prescribed 65-day period under Labor Code section 2699.3, Plaintiff intends to commence a civil action against Defendants as a proxy and agent of the State of California under the Private Attorneys General Act ("PAGA"). "PAGA allows an 'aggrieved employee'—a person affected by at least one Labor Code violation committed by an employer—to pursue penalties for all the Labor Code violations committed by that employer." *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 751; *Kim v. Reins International California, Inc.* (2020) 9 Cal.5th 73, 79. Plaintiff maintains standing to pursue these claims against Defendants as an aggrieved employee.

Through this notice, Plaintiff requests that Defendants complete an internal investigation and audit of the wage and hour and employment practices at issue and make a good faith effort to correct any violations. Plaintiff attempts to identify the non-compliant policies and practices affecting the aggrieved employees so that the parties may resolve the underlying damages and penalties in judgment or settlement approved by the Superior Court of California under Labor Code section 2699(s). Defendants are notified that any attempt to resolve this case should be conducted in coordination with Plaintiff's counsel to protect the interests of Plaintiff, the aggrieved employees, and the State of California via the LWDA. Plaintiff advises Defendants this letter should be also considered a reasonable attempt at settlement of this matter, subject to an exchange of additional documents and information. *Graham v. Daimler Chrysler Corp.* (2004) 24 Cal.4th 553, 561.

- BACKGROUND -

Defendants employed Plaintiff during the PAGA Period in the position of Server from about June 17, 2024, to August 20, 2025. During their employment Plaintiff and the other aggrieved employees were subject to the wage and hour and employment protections set forth in the California Labor Code and IWC Wage Orders.

Through this notice, Plaintiff informs the LWDA of the Labor Code violations set forth herein. The "aggrieved employees" include Plaintiff and the following individuals:

> All current and former non-exempt employees who worked for Defendants in the State of California during one-year period preceding the date of this notice through the current date and the date of trial in any pending action (the "aggrieved employees" and the "PAGA Period").

Plaintiff reserves the right to expand or narrow the definition of the "aggrieved employees" in the forthcoming civil action. Furthermore, Plaintiff seeks all recoverable civil penalties for Defendants' violations and reserves the right to supplement this notice as further investigation is completed and further facts, witnesses, and violations are uncovered.

- PAGA CLAIMS -

Unpaid Hours Worked/Minimum Wage
Violation of Labor Code §§ 1194, 1197, 1198; IWC Wage Orders

Defendants violated Labor Code sections 1194, 1197, and 1198, along with the California Minimum Wage Order, the applicable local minimum wage ordinances, and the "Hours and Days of Work" and "Minimum Wages" sections of the applicable IWC Wage Orders with respect to the aggrieved employees.

Labor Code section 1194 renders it unlawful for an employee to receive less than the legal minimum wage for hours worked in California. Labor Code section 1197 further mandates that "[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful." Labor Code section 1198 renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful. The California Minimum Wage Order and the applicable sections of the IWC Wage Orders further require payment of minimum wages for all hours worked. The "Minimum Wages" sections of the applicable IWC Wage Order provide that "[e]very employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise." The foregoing California wage laws require payment of "not less than the applicable minimum wage *for all hours worked* in the payroll period" and California law does not allow averaging of pay over the hours worked in the pay period, even if the total pay results in an average above the minimum wage. *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.3d 314, 324.

Defendants failed to pay Plaintiff and the aggrieved employees at the lawful minimum wage rate for all hours worked, resulting in unpaid minimum wages. Specifically, Defendants required Plaintiff and the aggrieved employees to complete work while off the clock.

First, Defendants required Plaintiff and the aggrieved employees to work through their uncompensated meal periods to comply with the demands of the job. For example, as discussed in more detail below, Defendants required Plaintiff and other aggrieved employees to assist each other at the front desk when needed, regardless of their meal breaks. Plaintiff was regularly expected to assist with front desk issues while clocked out for her meal period. This resulted in unpaid hours worked. Defendants' failure to pay for all hours worked was a common practice among the aggrieved employees.

Second, Plaintiff Defendants engaged in an unlawful policy and practice of editing time records to reflect fewer hours worked or to reflect a compliant meal period was taken, when in reality, it was not. Specifically, Defendants routinely made edits to Plaintiff's and the aggrieved employees' time records without their knowledge or authorization. For example, upon review of her time records, Plaintiff noticed that a few of her punches had been edited by her front desk manager.

Due to Defendants' unlawful policies of time editing and requiring off-the-clock work, Defendants failed to pay for all hours worked, resulting in the underpayment of regular wages.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Unpaid Overtime
Violation of Labor Code §§ 510, 1194, 1198; IWC Wage Orders

Defendants violated Labor Code sections 510, 1194, and 1198, along with the "Hours and Days of Work" sections of the applicable IWC Wage Orders with respect to the aggrieved employees.

Labor Code section 510 requires "[a]ny work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee;" and "any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee;" and "any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee." Labor Code section 1194 renders it unlawful for an employee to receive less than the legal overtime rate for overtime hours worked in California. Labor Code section 1198 renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful. The IWC Wage Orders further require payment of overtime wages for all overtime hours worked, including the "Hours and Days of Work" sections.

Defendants failed to pay Plaintiff and the aggrieved employees overtime wages at the lawful rate of pay for overtime hours worked, resulting in unpaid overtime wages. First, because of Defendants' practice of requiring off-the-clock work and time editing, Defendants failed to account for all hours worked. To the extent this resulted in more than 8 hours worked in a day or 40 hours worked in a week, Defendants failed to pay all overtime wages owed.

Second, to the extent Defendants committed the same regular rate violations alleged in the sick pay and meal premium sections below, Defendants failed to pay Plaintiff and the aggrieved employees overtime wages at the lawful rate of pay for overtime hours worked, resulting in unpaid overtime wages. Plaintiff seeks to recover for the corresponding overtime rate on behalf of the affected aggrieved employees.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Unpaid Paid Sick Leave
Violation of Labor Code §§ 246 through 248.7

Defendants violated Labor Code sections 246 through 248.7 with respect to the aggrieved employees.

Labor Code section 246 requires employers to provide paid sick leave to its workforce on the terms set forth in the statute. Employers must comply with the accrual, use, and notice provisions of Labor Code sections 246, 246.5, 247, and must further ensure that they maintain the paid sick leave records required by Labor Code section 247.5. Employers have the option of providing 40 hours of paid sick leave to employees or to allow employees to accrue paid sick leave each pay period. If an employer chooses the accrual method, employees must accrue sick leave at a rate of one hour for every thirty hours worked in a given pay period as set forth in Labor Code section 246(b)(1). Under the accrual method, employees must begin accruing paid sick leave at the commencement of employment.

Employers must pay sick leave in accordance with one of the three permissible methods provided in Labor Code section 246(l): (1) "the same manner as the regular rate of pay for the workweek;" (2) "by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days;" or (3) "for exempt employee … in the same manner as the employer calculates wages for other forms of paid leave time." Labor Code sections 248.6 and 248.7 similarly require paid sick leave to be paid at a regular rate-based calculation in excess of the base hourly rate and at the lawful accrual rate.

Under Labor Code section 246(i), employers must provide employees "with written notice of the amount of paid sick leave available … for use on either the employee's itemized wage statement … or in a separate writing provided on the designated pay date with the employee's payment of wages."

Defendants failed to comply with California's paid sick leave laws with respect to Plaintiff and the aggrieved employees. Plaintiff and the aggrieved employees earned additional forms of non-discretionary remuneration, including incentives for reaching a certain score when employees get reviews. Defendants did not pay the aggrieved employees' sick leave "in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick leave, whether or not the employee actually worked overtime in that workweek," as the regular rate should have included incentives and all other forms of additional non-excludable remuneration. An illustrative example of this violation is shown below:

Earnings	rate	hours	this period
Regular	18.0000	51.37	924.66
Incv1			50.00
PTO	18.0000	8.00	144.00
Overtime			
Meal Penalty			
	Gross Pay		$1,118.66

Extract of Plaintiff's Wage Statement for the Pay Period from 4/19/2025 to 5/2/2025.

During this pay period, Plaintiff utilized 8 hours of paid sick leave ("PTO") because Defendants incorporated paid sick leave into their PTO or vacation policy. Plaintiff also earned a non-discretionary incentive ("Incv1") in the amount of $50 that Defendants failed to incorporate into Plaintiff's sick leave rate. Plaintiff is informed and believes that the other aggrieved employees suffered the same violations. Therefore, Defendants paid Plaintiff and the aggrieved employees' sick leave at a deficient rate.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Unpaid Vacation Wages
Violation of Labor Code § 227.3

Defendants violated Labor Code section 227.3 with respect to the aggrieved employees.

Labor Code section 227.3 requires "whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served; provided, however, that an employment contract or employer policy shall not provide for forfeiture of vested vacation time upon termination."

Defendants maintained an unlawful policy and practice of failing to pay all accrued and unused vacation wages upon separation of employment at the lawful rate of pay, resulting in forfeiture of vested vacation time and wages. Consequently, Defendants failed to credit the aggrieved employees with all vacation time they actually accrued. Therefore, vacation wages were not paid out at the lawful rate of pay inclusive of all earnings. An illustrative example of this violation is shown below:

Other Benefits and Information	this period	total to date
PTO BALANCE	15.17	
Totl Hrs Worked	32.22	

Important Notes

FOR QUESTIONS, CALL ASHFORD GROUP SERVICE CENTER:

Extract of Plaintiff's wage statement for the pay period from 7/26/2025 – 8/8/2025.

Earnings	Rate	Hours	This Period	Year to Date
Regular	18.2100	10.50	191.21	18,846.36
Ppo Payout	18.2100	15.17	276.25	276.25
Incv1		0.00		130.00
Overtime		0.00		491.73
Pto		0.00		832.62
Meal Penalty		0.00		108.66
	Gross Pay	$	467.46	20,685.62

Deductions	Statutory	This Period	Year to Date
	Federal Income Tax		1,102.65 -
	Social Security Tax	28.98 -	1,282.51 -
	Medicare Tax	6.78 -	299.94 -
	CA State Disability Ins	5.61 -	248.23 -

Important Notes

Other Benefits and Information	This Period	Year to Date
ER LIF	2.54	5.08
PTO ELIG	10.50	
WEEKS WORKED	2.00	36.00
ELIG WAGES		20,088.16
Total Work Hrs	10.50	

Extract of Plaintiff's final wage statement during the pay period of 8/9/2025 – 8/22/2025.

As mentioned above, Plaintiff's PTO accrued based on the number of hours worked during that pay period. Here, Plaintiff's second-to-last wage statement shows that she had 15.17 unused and accrued PTO hours. During the next pay period, Plaintiff worked 10.50 hours through which she accrued, additional PTO (beyond the 15.17 hours). However, in her final paycheck, she was only paid for the 15.17 accrued hours from the previous paycheck. Thus, Defendants failed to pay Plaintiff and, on information and belief, other aggrieved employees all accrued and unused vacation wages upon separation of employment.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

<u>Unpaid Meal Period Premium Wages</u>
Violation of Labor Code §§ 226.7, 512, 1198; IWC Wage Orders

Defendants violated Labor Code sections 226.7, 512, and 1198, along with the related sections of the IWC Wage Orders with respect to the aggrieved employees.

<u>Labor Code section 512</u> and the IWC Wage Orders require that employers provide an uninterrupted 30-minute meal period after no more than five hours of work and a second meal period after no more than 10 hours of work. *See Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1049. <u>Labor Code section 226.7</u> requires that if a meal period is late, missed, short, or interrupted, the employer must pay one additional hour of pay at the employee's "regular rate" of compensation. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, 862 ("We hold that the terms are synonymous: "regular rate of compensation" under section 226.7(c), like "regular rate of pay" under section 510(a), encompasses all nondiscretionary payments, not just hourly wages"). "[T]ime records showing noncompliant meal periods raise a rebuttable presumption of meal period violations, including at the summary judgment stage." *Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58, 61. <u>Labor Code section 1198</u> renders "employment of any employee for longer hours than those fixed by the order or under

conditions of labor prohibited by the [IWC Wage Orders]" unlawful. The IWC Wage Orders, including Section 11 (Meal Periods), further require one uninterrupted 30-minute meal period after no more than five hours of work and a second meal period after no more than 10 hours of work and an additional hour of pay at the employee's regular rate of compensation for each workday that a compliant meal period is not provided. Pursuant to Section 11(A) of the IWC Wage Orders, the California Supreme Court has held that the on-duty meal period exception is "exceedingly narrow" and applies only when (1) "the nature of the work prevents the employee from being relieved of all duty" and (2) *both* "the employer and employee have agreed, in writing, to the on-duty meal period." *Augustus v. AMB Security Services, Inc.* (2016) 2 Cal.5th 257, 266-276 (emphasis added). If these two requirements are not met, then the employer owes the employee one hour of premium pay for each non-compliant meal period taken under the purported on-duty meal arrangement. *Naranjo v. Spectrum Security Services, Inc.* (2019) 40 Cal.5th 444, 459.

Plaintiff and the aggrieved employees routinely experienced missed, late, short, and interrupted meal periods due to pressure from Defendants to keep up with high demands of the job and due to understaffing. For example, if the employee covering Plaintiff for her break needed help, the employee would ask Plaintiff, and she would have to go to the front desk and assist. Due to understaffing, in the morning, housekeeping would have to cover Plaintiff's break, but Plaintiff would have to assist them while clocked out for her meal breaks. Each time Plaintiff and the aggrieved employees experienced a noncompliant meal period, they were owed a meal period premium.

When Defendants paid Plaintiff and other aggrieved employees meal period premiums, the premiums were not paid at the regular rate of compensation due to the same regular rate of pay violations discussed above. An illustrative example of this violation is shown below:

Earnings	rate	hours	this period
Regular	18.0000	60.30	1,085.40
Overtime	27.0000	.25	6.75
Overtime	27.7840	1.25	34.73
Incv1			50.00
Meal Penalty	18.0000	1.00	18.00
	Gross Pay		$1,194.88

Extract of Plaintiff's Wage Statement for the Pay Period from 12/28/2024 to 1/10/2025.

During this pay period, Plaintiff earned a meal period premium ("Meal Penalty") calculated at her regular hourly rate of $18. Plaintiff also earned a non-discretionary incentive ("Incv1") in the amount of $50 that Defendants failed to incorporate into Plaintiff's meal period premium. Therefore, Defendants failed to pay Plaintiff and the aggrieved employees meal premiums at the regular rate of compensation. Plaintiff is informed and believes that the other aggrieved employees suffered the same violations.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Unpaid Rest Period Premium Wages
Violation of Labor Code §§ 226.7, 516, 1198; IWC Wage Orders

Defendants violated Labor Code sections 226.7, 516, and 1198, and the related sections of the IWC Wage Orders with respect to Plaintiff and the aggrieved employees.

Labor Code sections 226.7 and 516 and the IWC Wage Orders require that employers authorize and permit an uninterrupted 10-minute rest period for each four-hour period (or major fraction thereof) that an employee works. Labor Code section 226.7 requires that if a rest period is non-compliant, the employer must pay one additional hour of pay at the employee's "regular rate" of compensation. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, 862 ("We hold that the terms are synonymous: "regular rate of compensation" under section 226.7(c), like "regular rate of pay" under section 510(a), encompasses all nondiscretionary payments, not just hourly wages"). Labor Code section 1198 renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful. The IWC Wage Orders, including Section 12 (Rest Periods), further require one uninterrupted 10-minute rest period for each four-hour period (or major faction thereof) worked and an additional hour of pay at the employee's regular rate of compensation for each workday that a compliant rest period is not authorized or permitted.

As a matter of common policy and practice, Defendants failed to provide all rest periods to which Plaintiff and the aggrieved employees were entitled. Due to the reasons explained in the "Unpaid Meal Period" section above, such as understaffing and the pressures to keep up with the continuous demands of the job, Plaintiff and the aggrieved employees were not always authorized or permitted to take their rest periods. For example, Plaintiff does not recall taking any rest periods during her employment. In fact, there are times where Plaintiff would be the only one on the shift and thus, no one would be able to cover her for a rest period.

When Defendants did not provide compliant rest periods, Defendants failed to pay Plaintiff and other aggrieved employees all rest period premiums in violation of Labor Code section 226.7. To the extent Defendants paid rest period premiums, Defendants violated Labor Code section 226.7 because such premiums were not paid at the regular rate of compensation due to the regular rate violations discussed above.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Untimely Payment of Wages During Employment
Violation of Labor Code §§ 204, 204b, 210

Defendants violated Labor Code sections 204 and/or 204b and 210, as applicable, with respect to Plaintiff and the aggrieved employees.

Labor Code section 204(a) requires payment of "all wages" for non-exempt employees at least twice each calendar month. Labor Code section 204(d) states all wages due must be paid "not more than seven calendar days following the close of the payroll period." Labor Code section 204b applies to employees paid on a weekly basis and also requires the payment for all labor within the required pay periods. Labor Code section 210 provides "every person who fails to pay the wages of an employee as provided in Section … 204 … shall be subject to a civil penalty" of $100 for an initial violation and $200 plus 25% of the amount unlawfully withheld for a subsequent violation.

Because Defendants failed to pay all wages and premiums in each pay period in which such wages were earned at the lawful rate, Defendants violated Labor Code section 204 and/or 204b (for weekly employees, as applicable). Defendants violated Labor Code sections 204 and 204b by failing to pay all wages and premiums owed on the regular pay days scheduled each pay period within seven calendar days of the close of the payroll period, as a result of the policies and practices set forth in this notice. Indeed, Defendant failed to pay all premiums, overtime, regular, sick leave, and other earnings on time each payday. Specifically, Defendant's regular practice of undercalculating the regular rate of pay for all wages owed to Plaintiff and the aggrieved employees effectively means that Defendant has not timely paid the full amount of wages owed.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Untimely Payment of Wages Upon Separation of Employment
Violation of Labor Code §§ 201, 202, 203, 256

Defendants violated Labor Code sections 201, 202, and 203 with respect to the aggrieved employees by failing to pay all wages and premiums owed upon termination of employment.

Labor Code section 201 requires that if an employer fires an employee, the wages must be paid immediately. Labor Code section 202 requires that if an employee quits without providing 72 hours' notice, his or her wages must be paid no later than 72 hours thereafter. Labor Code section 202 states that if an employee provides 72 hours' notice, the final wages are payable upon his or her final day of employment. Labor Code section 203 requires an employer who fails to comply with Labor Code sections 201 or 202 to pay a waiting time penalty for each employee, up to a period of 30 days additional compensation.

Defendants failed to pay all wages and premiums owed to aggrieved employees during their employment as set forth in this notice, and also failed to timely pay those amounts to departing employees upon separation of employment. Defendants did not pay waiting time penalties for the late payments. For example, Defendants failed to pay Plaintiff all accrued and unused vacation wages upon separation. As a result, Defendants violated Labor Code sections 201, 202, and 203.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

<u>Non-Compliant Wage Statements</u>
Violation of Labor Code §§ 226, 226.3

Defendants violated Labor Code sections 226(a) and 226.3 with respect to the aggrieved employees by failing to furnish itemized wage statements each pay period that accurately list all information required by Labor Code section 226(a)(1) through (9).

<u>Labor Code section 226(a)</u> requires an employer to furnish wage statements to employees semimonthly or at the time of each payment of wages, "an accurate itemized statement in writing showing:" (1) gross wages earned, (2) total hours worked, (3) the number of piece rate units earned and applicable piece-rate in effect, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the pay period, (7) the name of the employee and last four digits of SSN or an EIN, (8) the name and address of the legal name of the employer, and (9) all applicable hourly rates in effect during the pay period and the number of hours worked at each hourly rate by the employee.

Defendants failed to provide accurate itemized wage statements to the aggrieved employees each pay period as a result of the policies and practices set forth in this notice. Defendants violated Labor Code section 226(a)(1) and (5) by not listing the correct "gross wages earned" or "net wages earned," as the employees earned wages and premiums that were not paid, resulting in an inaccurate reflection, and recording of "gross wages earned" on those wage statements. Likewise, in violation of Labor Code section 226(a)(9), Defendants failed to state on employee wage statements each pay period the applicable hourly rates in effect and the number of hours worked at that rate, as Defendants failed to pay all wages and premiums owed to employees. The amounts stated are instead depreciated and underpaid, resulting in an inaccurate reflection on the pay stub.

Defendants violated Labor Code section 226(a)(2) by failing to accurately list employees' "total hours worked," as the wage statements did not accurately include the uncompensated time Plaintiff and other aggrieved employees worked due to Defendant's policy and practice of requiring off-the-clock work and editing time records.

Plaintiff and other aggrieved employees cannot promptly and easily determine from the wage statement alone the wages paid or earned without reference to other documents or information. Indeed, these wage statement violations are significant because they sow confusion among Plaintiff and other aggrieved employees with respect to what amounts were owed and paid, at what rates, the number of hours worked, and how those amounts were or should be calculated. The wage statements reflect a false statement of earnings and concealed the underlying problems and underpayments of employee wages.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

<u>Unreimbursed Employee Expenses</u>
Violation of Labor Code §§ 2802, 2804

Defendants violated Labor Code section 2802 with respect to the aggrieved employees by failing to reimburse the aggrieved employees for all necessary expenditures or losses incurred as part of their job duties.

<u>Labor Code section 2802</u> requires an employer to "indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful." *See, e.g., Espinoza v. West Coast Tomato Growers, LLC,* 2016 WL 4468175 at *4, n.2 (S.D. Cal. Aug. 24, 2016, No. 14-CV-2984 W (KSC)).

<u>Labor Code section 2804</u> affirms that "[a]ny contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State."

Defendants required Plaintiff and the aggrieved employees to incur costs for work-related purposes without full reimbursement. In direct consequence of their job duties, Plaintiff and the aggrieved employees unavoidably and necessarily incurred these losses, expenditures, costs, and as a matter of policy and practice. Specifically, Defendant expected Plaintiff and the aggrieved employees to use their personal cell phones for business purposes. For example, Plaintiff and the aggrieved employees were required to respond to text messages in a group chat. Defendants would text Plaintiff and other aggrieved employees their schedules and to remind them to clock in and out on time. Moreover, if an issue arose at work, management would text Plaintiff and the aggrieved employees about the issues and how to resolve them. To the extent Defendant reimbursed aggrieved employees, those amounts were underpaid. At all times, Defendants were required to comply with the reimbursement mandate of Labor Code sections 2800 and 2802. Defendants required Plaintiff and the aggrieved employees to incur costs for work-related purposes without full reimbursement.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Failure to Maintain Accurate Records
Violation of Labor Code § 1174; IWC Wage Orders

Defendants violated Labor Code sections 1174 and the IWC Wage Orders by failing to maintain accurate employee payroll records with respect to Plaintiff and other aggrieved employees.

Labor Code section 1174 requires that employers maintain accurate "payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments." Section 7(A) of the IWC Wage Orders, which may be enforced through Labor Code section 1198, mandates similar recordkeeping obligations.

Because of the policies and practices set forth in this notice, including the failure to accurately account for wages earned or hours worked, Defendants failed to accurately maintain records in accordance with Labor Code section 1174 and the IWC Wage Orders.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Attorneys' Fees and Costs
Labor Code § 2699(k)(1)

Plaintiff has been compelled to retain the services of counsel to protect the interests of other aggrieved employees and the State of California. Plaintiff continues to incur attorneys' fees and costs, which are recoverable under California law, including Labor Code section 2699(k)(1).

- LITIGATION HOLD NOTICE –

This letter imposes a duty upon all defendants and their respective employees, officers, directors, executives, attorneys, human resource and payroll personnel, accountants, and other agents to preserve all physical and electronic evidence, including electronically stored information and emails, which relate to the employment of Plaintiff and the aggrieved employees specified in this notice. Evidence includes, but is not limited to, Defendants' written employment and payroll policies and handbooks; the aggrieved employees' personnel files and payroll records, such as paystubs, time records, wage statements, compensation reports, as well as the underlying electronically data in Excel or similar format. Memoranda and internal and external correspondence relating to the subject matter of this notice shall also be maintained. Failure to preserve and retain relevant evidence may constitute spoliation of evidence and result in an adverse inference or sanctions.

If you have any questions regarding the scope of your obligations to preserve evidence, please consult your legal counsel and always err on the side of caution. Periodic or regularly scheduled purges or deletions of information covered by this hold must be suspended immediately.

- CONCLUSION -

If the LWDA does not pursue enforcement, Plaintiff intends to bring representative claims on behalf of the State of California and the aggrieved employees seeking civil penalties for violations of the Labor Code and the IWC Wage Orders, along with attorneys' fees, costs, interest, and other appropriate relief.

Please advise if the LWDA intends to investigate any of the factual or legal allegations set forth in this notice. Defendants may contact Plaintiff's counsel with any questions regarding this letter or the forthcoming lawsuit.

Sincerely,

Xavier L. Woodford

Xavier L. Woodford

Cc Plaintiff Dariana Castanon Morales

Adrian Flores – Human Resources Representative
adrianflores@remingtonhotels.com