



2235 Encinitas Blvd., Suite 210  
Encinitas, CA 92024  
Tel: (760) 474-8803  
nick@emplawllp.com

**November 21, 2025**

**Via Online Submission (LWDA) and Certified Mail (Employer)**

California Labor and Workforce Development Agency  
Attn: PAGA Administrator  
7575 Metropolitan Dr., Room 210  
San Diego, CA 92108  
<http://www.dir.ca.gov/Private-Attorneys-General-Act>

HYATT CORPORATION dba  
THE SEABIRD OCEAN RESORT & SPA  
150 North Riverside Plaza  
14<sup>th</sup> Floor, Legal Department  
Chicago, Illinois 60606

HYATT CORPORATION dba MISSION  
PACIFIC BEACH RESORT  
150 North Riverside Plaza  
14<sup>th</sup> Floor, Legal Department  
Chicago, Illinois 60606

HYATT CORPORATION dba  
THE SEABIRD OCEAN RESORT & SPA  
CSC – Lawyers Incorporating Service  
Attn: Koy Saechao  
2710 Gateway Oaks Drive Suite 150N  
Sacramento, CA 95833

HYATT CORPORATION dba MISSION  
PACIFIC BEACH RESORT  
CSC – Lawyers Incorporating Service  
Attn: Koy Saechao  
2710 Gateway Oaks Drive Suite 150N  
Sacramento, CA 95833

Re: NOTICE PURSUANT TO LABOR CODE SECTIONS 2698 et seq.

To Whom It May Concern:

PLEASE TAKE NOTICE that Plaintiff, Elizabeth MoreHouse, individually and on behalf of all Aggrieved Employees, hereby provides written notice pursuant to California Labor Code section 2699.3(a) of the intent to commence a civil action under the California Private Attorneys General Act of 2004 (“PAGA”), Labor Code sections 2698 et seq. This notice is submitted electronically to the Labor and Workforce Development Agency (“LWDA”) and served by certified mail on the following employers, who jointly employed Plaintiff and Aggrieved Employees during the relevant time period:

Hyatt Hotels Corporation; Hyatt Corporation; The Seabird Ocean Resort & Spa; Mission Pacific Beach Resort; and DOES 1 through 50 (collectively “Defendants”)<sup>1</sup> via certified mail.

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<sup>1</sup> Plaintiff does not know the true names and capacities, whether individual, partner or corporate, of DOES 1 through 50, inclusive, and for that reason, said DOES are designated under such fictitious names. Plaintiff will amend this notice when the true names and capacities are known. Plaintiff is informed and believes each DOE was responsible in some way for the matters alleged

Plaintiff worked for Defendants as a non-exempt hourly employee at The Seabird Ocean Resort & Spa and, at times, at its sister property, Mission Pacific Beach Resort. Plaintiff and other similarly situated Aggrieved Employees performed work as servers, bartenders, hosts, food-runners, bar-backs, and other non-exempt service roles. The Aggrieved Employees were subject to common policies, supervision, scheduling practices, payroll practices, and wage practices that resulted in systemic Labor Code violations detailed below. This notice is submitted within one year of the violations described herein and is therefore timely.

### **Failure to Pay Minimum Wages**

#### **Labor Code §§ 1194, 1197, 1197.1, 1198; Wage Order 5**

Plaintiff alleges that Defendants violated Labor Code sections 1194, 1197, and 1198, as well as the applicable Industrial Welfare Commission Wage Orders, by failing to pay all minimum wages owed for all hours worked. California law requires that employees be paid at least the applicable minimum wage for every hour worked, including all time spent performing tasks before and after scheduled shifts, and all time worked during meal periods when employees are not relieved of all duties. Plaintiff and the Aggrieved Employees were routinely required to perform work off the clock, including set-up duties, closing duties, service tasks during purported meal periods, and additional work performed when assisting with staffing shortages across The Seabird and Mission Pacific. Employees were also required to clock in on paper “Binder” sheets when the Kronos timeclock malfunctioned, yet Defendants often failed to enter those hours into the payroll system. As a result, Plaintiff and the Aggrieved Employees were not paid at least minimum wage for significant portions of compensable time.

In addition, Defendants applied rounding practices that consistently operated to the detriment of employees. Rather than paying for the actual hours worked, Defendants rounded time entries in a manner that reduced compensable hours, leading to systemic underpayment of minimum wages. These failures constitute clear violations of California’s minimum wage laws.

### **Failure to Pay Overtime**

#### **Labor Code §§ 510, 1194, 1198; Wage Order 5**

Plaintiff further alleges that Defendants failed to pay overtime wages in violation of Labor Code sections 510 and 1194 and Wage Order 5. California law requires employers to pay overtime compensation at one and one-half times the employee’s regular rate of pay for all hours worked in excess of eight hours in a day or forty hours in a week. Employees are entitled to double-time compensation for all hours worked in excess of twelve hours in a day or more than eight hours on the seventh consecutive workday. Despite these requirements, Plaintiff and the Aggrieved Employees consistently worked more than eight hours per day and more than forty hours per week

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herein and proximately caused him and other current and former Aggrieved Employees to be subject to the illegal employment practices, wrongs, and injuries complained of herein.

without receiving the required overtime premium. On certain occasions, employees worked in excess of twelve hours per day but were still not paid double time.

Defendants attempted to justify their failure to pay overtime by claiming that employees had not worked five full eight-hour days, a rationale that is legally baseless under California law. Defendants also manipulated schedules and omitted hours recorded in the Binder system to avoid triggering overtime obligations. Moreover, when overtime wages were paid, they were not calculated at the correct regular rate because Defendants failed to include all forms of nondiscretionary compensation—such as gratuities, service charges, incentive pay, and bonuses—in the regular rate calculation. By excluding these amounts, Defendants systematically underpaid overtime premiums owed to Plaintiff and the Aggrieved Employees.

### **Failure to Provide Lawful Meal Periods**

#### **Labor Code §§ 226.7, 512; Wage Order 5**

Plaintiff and other Aggrieved Employees regularly worked more than five hours in a workday without being provided a lawful, uninterrupted meal period of not less than thirty minutes in which they were relieved of all duties, as required by Labor Code sections 226.7 and 512 and by the applicable Wage Order. Defendants maintained and enforced staffing models, scheduling practices, and operational demands that made it impossible for employees to take compliant meal periods. Employees were required to remain on duty due to insufficient staffing levels, constant guest needs, and management expectations that they remain available during their shifts.

At The Seabird and Mission Pacific, meal period violations were routine. Employees were required to continue performing work during their meal periods, including responding to guest requests, answering phones, running food or beverages, and covering stations for understaffed areas. Plaintiff, for example, was regularly unable to take a full thirty-minute uninterrupted break due to the heavy pace of service and the lack of coverage. At times, employees began meal periods but were forced to return early due to immediate service demands or because no other employee was available to relieve them.

Defendants also failed to pay the legally required premium pay of one additional hour of wages at the employee's regular rate of pay for each day on which a lawful meal period was not provided. When Defendants did issue meal period premiums, they were improperly calculated because Defendants failed to include all forms of nondiscretionary compensation—such as gratuities, incentive pay, bonuses, and shift differentials—in the regular-rate calculation. These failures constitute violations of the Labor Code and Wage Order and subject Defendants to civil penalties under Labor Code sections 558 and 2698 et seq.

### **Failure to Authorize and Permit Rest Periods**

#### **Labor Code §§ 226.7, 1198; Wage Order 5**

Plaintiff alleges that Defendants failed to authorize and permit lawful rest periods as required by Labor Code sections 226.7 and 1198 and Section 12(A) of the applicable Wage Order, which mandates that employers authorize and permit employees to take a net ten-minute paid rest break for every four hours worked or major fraction thereof. Section 12(B) further provides that if an employer fails to authorize and permit a lawful rest break, the employer must pay one additional hour of compensation at the employee's regular rate for each workday a compliant rest period is not provided.

At The Seabird and Mission Pacific, Aggrieved Employees were routinely unable to take their required rest periods. Defendants maintained and enforced scheduling practices, understaffing levels, and operational demands that made it impossible for employees to step away from their duties for a full, uninterrupted ten-minute rest break. Employees were expected to remain on the floor and immediately available to assist guests, cover service stations, or respond to management direction. As a result, employees were frequently forced to forego their rest periods entirely or were required to return before ten minutes had elapsed.

These violations were systemic and occurred across departments because Defendants failed to schedule adequate coverage, imposed heavy workloads during peak service periods, and required employees to perform continuous service duties without relief. Defendants also failed to pay rest period premiums as required by Labor Code section 226.7(c). When premiums were issued, they were improperly calculated because Defendants excluded nondiscretionary compensation—such as gratuities, service charges, bonuses, and differentials—from the regular rate, resulting in additional violations.

### **Failure to Timely Pay Wages During Employment**

#### **Labor Code §§ 204, 210**

Labor Code section 204 requires that all wages are due and payable twice in each calendar month. The wages required by Labor Code §§ 226.7, 510, 1194, and other sections became due and payable to Plaintiff and each Aggrieved Employee in each month that he or she was not provided with a meal period or rest period or paid minimum wage, straight or overtime wages to which he or she was entitled. Defendants violated Labor Code §204 by systematically refusing to pay wages due under the Labor Code.

Labor Code section 210(a) provides that “In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Section 201.3, 204, 204b, 204.1, 204.11, 205, 205.5, and 1197.5, shall be subject to a penalty as follows:

- (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee.

- (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.

Defendants violated Labor Code section 204 by failing to timely pay wages earned each pay period, including wages for missed meal and rest breaks, unpaid minimum wages, unpaid overtime, off-the-clock work, Binder-recorded hours, and gratuities owed for service work. Defendants' failure to timely pay all wages constitutes a continuing violation.

### **Failure to Provide Accurate Itemized Employee Wage Statements**

#### **Labor Code § 226(a)**

Labor Code section 226(a) reads in pertinent part: "Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee... (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during each the pay period and the corresponding number of hours worked at each hourly rate by the employee..."

Wage statements issued to Plaintiff and Aggrieved Employees failed to reflect total hours worked, correct applicable hourly rates, Binder-recorded hours, accurate overtime hours, and gratuities earned. Defendants also failed to list the proper employer name and address on wage statements. These inaccurate wage statements violated Labor Code section 226(a).

### **Failure to Reimburse Necessary Expenses**

#### **Labor Code §§ 2800, 2802**

Labor Code section 2802 requires employers to reimburse employees for necessary expenses incurred. Defendants' also violated California Labor Code §2800 and 2802 by failing to reimburse Plaintiff and Aggrieved Employees for necessary expenses in direct relation to work performed. Defendants required employees to incur necessary business expenses, including uniform cleaning costs and work-related cell phone usage, without reimbursement. These failures violated Labor Code sections 2800 and 2802.

### **Failure to Keep Accurate Payroll Records**

#### **Labor Code §§ 1174, 1198; Wage Order 5**

Plaintiff also contends that Defendants failed to keep accurate records as required by Wage Order 5, Labor Code 1174, and 1198. The IWC Wage Orders required in pertinent part: Every employer shall keep accurate information with respect to each employee including the following: (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals, and total daily hours worked shall also be records...(5) Total hours worked in the payroll period and applicable rate of pay..." Labor Code section 1174 also requires Defendants to maintain and preserve, in a centralized location, among other items, records showing the names and addresses of all employees employed and payroll records showing the hours worked daily by, and the wages paid to, its employees.

Defendants failed to maintain accurate payroll and timekeeping records as required by law. Time records did not reflect all hours worked, including off-the-clock work, Binder-recorded hours, interrupted meal periods, and missed rest periods. Defendants also failed to maintain accurate gratuity distribution records.

### **Failure to Pay Sick Pay at the Proper Rate**

#### **Labor Code § 246**

In addition to the violation specified above and in the attached Complaint, Plaintiff alleges that Defendant failed to pay sick leave pay to Plaintiff and the Aggrieved Employees at the proper rate. Labor Code 246(i) provides: An employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified. Labor Code section 246(1) provides: "For the purposes of this section, an employer shall calculate paid sick leave using any of the following calculations: (1) Paid sick leave for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek. (2) Paid sick time for nonexempt employees shall be calculated 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 of employment."

In this case, Defendants failed to pay sick leave at the correct rate because they excluded nondiscretionary compensation—such as service charges, gratuities, bonuses, and differential pay—from the regular-rate calculation required under Labor Code section 246.

### **Failure to Pay Gratuities and Service Charges**

#### **Labor Code §§ 351, 353**

Defendants failed to distribute earned gratuities and mandatory service charges to Plaintiff and Aggrieved Employees. Cash tips routinely went missing due to a lack of security measures at

cash-handling stations. Event-based gratuities, room-service gratuities, and credit card tips were inaccurately tracked and improperly distributed. The Firepit reservation system at The Seabird included a mandatory twenty-percent service charge on a \$200 booking, yet servers who provided the service were not paid these amounts. Defendants failed to provide accurate gratuity records in violation of Labor Code section 353.

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All Labor Code and related Complaint allegations pertain to all entities or individuals named in the Complaint, even if not so specified.

**Plaintiff has attached her Complaint, and incorporates the allegations in the Complaint as though fully set forth herewith, setting out the specific provisions of the Labor Code that Plaintiff alleges have been violated, including the facts and relevant theories alleged against Defendants in the Complaint.**

Please advise by certified mail within sixty-five (65) days of the post mark on this letter if the LWDA intends to investigate these claims. Thank you, and please contact me if you have any questions or require additional information.

Very Truly Yours,

*/s/ Nicholas W. Schieffelin*

Nicholas W. Schieffelin, Esq.

Enclosure: Class Action Complaint