

LAUREN TEUKOLSKY (SBN 211381)
(Email: lauren@teuklaw.com)

TEUKOLSKY LAW, APC
595 E Colorado Blvd., Suite 418
Pasadena, California 91101
Tel: (626) 522-8982
Fax: (626) 522-8983

ZOE TUCKER (SBN 336712)
(Email: ztucker@unitehere11.org)

UNITE HERE LOCAL 11
464 Lucas Ave # 201
Los Angeles, CA 90017
Tel: (757) 561-4807
Fax: (213) 481-0352

Attorneys for Plaintiff and Putative Classes

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE COUNTY**

DIANA NUFIO,

Plaintiff,

v.

HILTON HOTEL EMPLOYER LLC, d/b/a THE
HILTON IRVINE, and DOES 1 through 20,
inclusive,

Defendants.

Case No. 30-2023-01334238-CU-OE-CXC

[Assigned for all purposes to Judge William
Claster, Dept. CX104]

CLASS ACTION

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

1. Violations of Irvine Hotel Worker Protection Ordinance (CC Ordinance No. 22-13)
2. Rest Break Violations (Lab. Code § 226.7)
3. Failure to Pay All Wages Due Upon Termination (Lab. Code §§ 201-203)
4. Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226)
5. Violation of California's Unfair Competition Law (Bus. and Prof. Code § 17200, *et seq.*)
6. Private Attorneys General Act (Lab. Code § 2698, *et seq.*)

DEMAND FOR JURY TRIAL

1 **COMPLAINT**

2 Plaintiff Diana Nufio (“Plaintiff”) hereby brings this action against Hilton Hotel Employer LLC
3 doing business as The Hilton Irvine (“Hilton Irvine”), and on information and belief alleges as follows:

4 **INTRODUCTION**

5 1. Since 2011, Plaintiff has worked as a housekeeper or “room attendant” for the Hilton Irvine
6 in the City of Irvine, California. She brings this class action on behalf of herself and other hotel workers
7 against the Hilton Irvine alleging violations of the Irvine Hotel Worker Protection Ordinance
8 (“Ordinance”), the California Labor Code, and the California Unfair Competition Law.

9 2. The City of Irvine passed the Ordinance in November 2022. The purpose was twofold:
10 first, to provide hotel workers with various protections from threatening conduct such as sexual assault by
11 hotel guests; and second, to reduce the crushing workloads of housekeepers by imposing limits on the
12 amount of square footage they are required to clean in a workday.

13 3. As alleged below, the Hilton Irvine has largely failed to comply with the Ordinance in a
14 timely manner. With respect to the personal safety measures, the Hilton Irvine has failed to provide
15 housekeepers with consistently functional security devices, also known as “panic buttons,” instead
16 providing panic buttons that sometimes do not work. It has failed to hire around-the-clock security guards
17 who are designated to respond when a panic button is pushed. It has failed to provide “know your rights”
18 trainings as required by the Ordinance. It did not timely post notices inside guest room doors alerting
19 them that the law protects housekeepers from threatening conduct, instead waiting several months before
20 posting the required notices.

21 4. As for the workload requirements, the Hilton Irvine has failed to pay housekeepers double
22 wages when they are required to clean more than the maximum square footage in a workday. It has failed
23 to keep proper records showing the square footage that each housekeeper has cleaned in a day. It has
24 failed to obtain written consent when housekeepers are required to work more than 10 hours in a day. It
25 has not provided existing or new employees with notice of their workload rights under the Ordinance,
26 even though it was required to do so within 30 days of when the workload provisions became effective on
27 May 21, 2023.

28 5. Given the crushing workloads experienced by housekeepers and the pressure from

1 management to clean rooms as quickly as possible, housekeepers have not been able to take all of their
2 legally-required rest periods. Instead, they have been pressured to skip or truncate their rest periods to
3 complete all of their work in a timely manner in violation of the requirements of the California Labor
4 Code and Wage Order 5.

5 6. Plaintiff brings this class action on behalf of herself and similarly situated hotel workers to
6 recover the wages and penalties owed for Hilton Irvine's violations of the Ordinance, the California Labor
7 Code, and Wage Order 5. Plaintiff also seeks injunctive relief requiring Hilton Irvine to comply with all
8 aspects of the Ordinance going forward. Hilton Irvine's violations were knowing and intentional, and
9 constitute unfair business practices which have deprived employees of their rights under California and
10 local labor laws in order to reduce payroll costs and increase profits.

11 **JURISDICTION AND VENUE**

12 7. Plaintiff, on behalf of herself and all others similarly situated, hereby brings this class and
13 representative action for recovery of unpaid wages and penalties under the Ordinance; Labor Code §§
14 201-203, 218.5, 226, 226.7, and 2699; Business and Professions Code § 17200 *et seq.*; and Wage Order
15 5-2001. This Court has personal jurisdiction over the parties because, at all relevant times herein, Plaintiff
16 has been a California resident and performed work for Hilton Irvine in California, and Hilton Irvine has
17 conducted business and committed the unlawful acts alleged herein in California. This class action is
18 brought pursuant to California Code of Civil Procedure § 382. This case falls within the Court's unlimited
19 jurisdiction because the amount in controversy exceeds \$25,000.

20 8. This case is not removable to federal court under the Class Action Fairness Act because
21 there are less than 100 members of the Classes defined herein. *See* 28 U.S.C. § 1332(d)(5)(B).

22 9. Venue is proper in this Court because, at all relevant times, Hilton has maintained a place
23 of business in Orange County, employed Plaintiff in Orange County, entered into and performed work
24 pursuant to contracts in Orange County, and committed the unlawful acts alleged herein in Orange County.
25 The relief requested is within the jurisdiction of this Court.

26 //

27 //

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

THE PARTIES

10. Plaintiff Diana Nufio is, and at all relevant times was, a competent adult residing in Orange County, California. Ms. Nufio has worked for the Hilton Irvine as an hourly non-exempt room attendant since 2011, except for a layoff during the COVID-19 pandemic from approximately March 2020 to approximately June or July 2020.

11. Defendant Hilton Hotel Employer LLC (doing business as the Hilton Irvine) is a Delaware limited liability corporation with a corporate address in McLean, Virginia. Defendant is the employer of hotel workers who work at the Hilton Irvine, including Plaintiff.

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

13. Plaintiff is informed and believes and thereupon alleges that, at all relevant times, Defendants and each of them, directly or indirectly, or through an agent or any other person, employed and/or exercised control over the wages, hours, and/or working conditions of Plaintiff and putative class members, and that Defendants and each of them were the joint employers of Plaintiff and putative class members and/or alter egos of each other. Plaintiff further alleges that the Hilton Irvine was the joint employer of all room attendants who have worked on its premises during the relevant limitations period, whether directly employed by the Hilton Irvine or jointly employed by Hilton Irvine along with a staffing agency.

FACTUAL ALLEGATIONS

14. Plaintiff Diana Nufio is a longtime Hilton employee who has worked as a room attendant at the Hilton Irvine since 2011. Her duties include cleaning guestrooms on a daily basis and preparing guest rooms for new guests.

15. Over the years, Plaintiff and her coworkers were subjected to multiple instances of threatening conduct by hotel guests. For example, they have experienced numerous instances of male guests appearing naked in the rooms or hallways where they are working and demanding towels or other services. Several male guests have exposed their genitals in the presence of room attendants who have

1 worked at the Hilton Irvine. On one occasion, a male guest grabbed a female room attendant from behind
2 as she was leaning over a bed to strip the sheets.

3 16. After repeated incidents of guest misconduct, Plaintiff and her fellow room attendants
4 successfully advocated for the Irvine City Council to enact the Irvine Hotel Worker Protection Ordinance
5 in November 2022.

6 17. The Ordinance provides several protections for hotel workers, including a requirement that
7 hotels provide panic buttons that workers can press when they are threatened with sexual assault or other
8 harmful acts. Hotels are to maintain the panic buttons in good working order, and ensure that panic buttons
9 provide “direct contact” between the hotel worker and a designated security officer. Hotels must train
10 workers in how to use the panic buttons and their rights under the Ordinance. Hotels must have a designated
11 security guard “at all times” who can provide immediate on-scene assistance if a hotel worker pushes a
12 panic button. The Ordinance further requires hotels to post notices inside of guest room doors informing
13 guests that the law protects hotel workers from threatening behavior. *See* Ordinance § 3-6-102 (“Measures
14 to protect hotel workers from violent or threatening conduct”).

15 18. Even though these personal safety requirements went into effect on or about December 22,
16 2022, Hilton Irvine failed to comply in several respects.

17 19. First, it failed to post the requisite notices on guest doors and restroom doors for at least
18 four months, which violated the Ordinance’s requirement to alert guests to the protections of the
19 Ordinance.

20 20. Second, it failed to provide functional panic buttons to several employees or to maintain
21 them in good working order. Several Hilton employees were given panic buttons that simply did not
22 work.

23 21. Third, while Hilton employs security guards for some hours of the day, it has failed to
24 employ security guards “at all times” who were designated and assigned to respond to panic button calls.
25 Instead, there are gaps of several hours throughout the day during which there is no designated security
26 guard on site.

27 22. Fourth, Hilton provided insufficient training that did not inform its management staff of
28

1 their obligations or employees of their rights of under the Ordinance. Particularly after room attendants
2 reported repeated instances of harrowing guest conduct, Hilton’s subsequent failure to comply with the
3 Ordinance’s safety-related provisions reflects a remarkable disregard for the safety and wellbeing of its
4 employees.

5 23. In addition to the safety-related provisions described above, the Ordinance also has several
6 provisions meant to protect room attendants from crushing workloads.

7 24. To guarantee fair compensation and to discourage hotels from imposing unreasonable
8 workloads, Hilton Irvine is prohibited from requiring Plaintiff and other room attendants to clean rooms
9 covering more than 3,500 square feet of floorspace in any one, eight-hour workday unless Hilton pays the
10 room attendant twice his or her regular rate of pay for all hours worked that day. See Ordinance § 3-6-
11 103 (“Measures to provide fair compensation for workload”).

12 25. When room attendants are assigned to clean a certain number of rooms where a guest has
13 checked out (“checkout rooms”) or where there are additional beds (“additional bed room”), each such
14 checkout room or additional bed room counts as 500 square feet for the purposes of calculating total
15 floorspace regardless of the room’s actual square footage, because it takes longer to clean checkout rooms
16 than rooms where a guest is currently staying. The same applies to assignments spanning more than two
17 floors. A typical guest room at the Hilton Irvine is approximately 300 square feet on average.

18 26. The workload requirements of the Ordinance went into effect on May 21, 2023. The Hilton
19 Irvine was required to start complying immediately but failed to do so. Since the workload requirements
20 went into effect, the Hilton Irvine has regularly required Plaintiff and other room attendants to clean more
21 than 3,500 square feet in a day (taking into account adjustments for checkout rooms or additional bed
22 rooms) without paying double time for all hours worked as required. The Hilton Irvine has also failed to
23 maintain workload records for each worker as required.

24 27. The Ordinance further requires hotel employers to provide written notice to workers of
25 their workload rights under the Ordinance. See Ordinance § 3-6-103(F). Hotels must provide this notice
26 to new workers at the time of hire, and to existing workers within 30 days of the effective date of the
27 workload provisions of the Ordinance, which was May 21, 2023. Such written notice must be provided
28

1 in English, Spanish, and any other language spoken by ten percent or more of the hotel workers employed
2 by the hotel employer. Hilton has failed to provide Plaintiff and her coworkers with the required written
3 notice.

4 28. Although rest breaks are crucial to the health and safety of room attendants, the workloads
5 of Plaintiff and other room attendants have been so crushing that they are not able to take most of the 10-
6 minute off-duty rest breaks that are required by California law. Particularly since the Hotel reopened after
7 the COVID-19 pandemic, managers have pressured room attendants to work as quickly as possible and to
8 skip their rest breaks so they can complete their work in as little time as possible.

9 29. At all relevant times, Hilton Irvine has failed to authorize and permit Plaintiff and her
10 similarly situated co-workers to take all of the rest breaks to which they are entitled under California law.

11 30. Plaintiff is unaware of any procedures for her to report a missed, late, or short rest break.
12 Plaintiff has not been paid premium pay as required by Labor Code § 226.7(c) for a noncompliant rest
13 break. On information and belief, Hilton Irvine has failed to pay any premium pay to any room attendant
14 for a noncompliant rest break at any time in the applicable limitations period.

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

18 32. Hilton failed to comply with these timely payment provisions because it did not timely pay
19 separated employees the double-time wages to which they were entitled under the Ordinance, nor did it
20 pay separated employees premium wages for noncompliant rest breaks.

21 33. Under Labor Code § 203, employees who separated from employment during the relevant
22 limitations period without receiving final wages are entitled to “waiting time penalties” in the amount of a
23 day’s pay, not to exceed 30 days’ pay. Hilton owes waiting time penalties to all Hilton room attendants
24 who were owed double-time wages under the Ordinance or premium pay for missed breaks, and who have
25 been discharged or quit during the relevant statutory period.

26 34. Labor Code § 226(a) requires that an employer shall, at the time of each payment of wages,
27 provide each employee with an accurate itemized statement showing, *inter alia*, gross and net wages
28

1 earned, and all applicable hourly rates and the corresponding number of hours worked at each hourly rate.
2 Similar requirements are imposed under Wage Order 5, § 7(A)(4)-(5).

3 35. At all times relevant to this action, Hilton has failed to provide accurate wage statements
4 because the statements did not reflect the correct gross or net wages that Plaintiff and other room attendants
5 should have earned under the Ordinance, the correct double-time rates at which Plaintiff and other room
6 attendants should have been paid under the Ordinance, or any premium pay for missed rest breaks.

7 **CLASS ALLEGATIONS**

8 36. Plaintiff brings this action on behalf of herself and the following Classes pursuant to Code
9 of Civil Procedure § 382:

- 10 a. Personal Security Devices Class: all current and former Hilton Irvine hotel workers who
11 have been assigned to work in a guest room or restroom facility where other hotel
12 workers are not assigned to be present and who were not provided with working panic
13 buttons between December 22, 2022 and the present.
- 14 b. 24-Hour Security Class: all current and former Hilton Irvine hotel workers who have
15 been assigned to work in a guest room or restroom facility where other hotel workers
16 are not assigned to be present during a time when the Hilton Irvine failed to designate
17 and assign a security guard to receive alerts from personal security devices between
18 December 22, 2022 and the present.
- 19 c. Notice Posting Class: all current and former Hilton Irvine hotel workers who have been
20 assigned to work a shift during a time that the Hilton Irvine failed to post the required
21 notices regarding hotel worker rights on guest room and bathroom doors after December
22 22, 2022.
- 23 d. Training Class: all current and former Hilton Irvine hotel workers who have not received
24 the complete training required by Section 3-6-102(D) the Ordinance within thirty days
25 of the effective date of the Ordinance (December 22, 2022) or within one month of hire.
- 26 e. Workload Class: all current and former room attendants who have worked at the Hilton
27 Irvine and who cleaned more than 3,500 square feet, taking into account the adjusted
28

1 floor space specified in the Ordinance, in an eight-hour period and were not paid twice
2 their regular rate of pay for all hours worked from May 21, 2023 through the date of
3 judgment.

- 4 f. Record-Keeping Class: all current and former room attendants who have worked at the
5 Hilton Irvine from May 21, 2023 through the date of judgment and for whom the Hilton
6 Irvine did not maintain the records required by Section 3-6-103(E) of the Ordinance.
- 7 g. Voluntary Overtime Class: all current and former room attendants who have worked at
8 the Hilton Irvine and who worked more than 10 hours in a workday without Hilton
9 Irvine first obtaining the proper written consent required under Section 3-6-103(C) of
10 the Ordinance at any time from May 21, 2023 through the date of judgment.
- 11 h. Daily Room-Cleaning Class: all current and former room attendants who have worked
12 at the Hilton Irvine during a time when Hilton Irvine implemented a program or policy
13 whereby guest rooms were not sanitized and cleaned after each and every night that they
14 are occupied per Section 3-6-103(D) of the Ordinance at any time from May 21, 2023
15 through the date of judgment.
- 16 i. Notice Class: all current and former Hilton Irvine hotel workers who were not provided
17 with notice of their workload rights under the Ordinance as required by Section 3-6-
18 103(F) at any time from May 21, 2023 through the date of judgment.
- 19 j. Rest Period Class: all current and former Hilton Irvine room attendants who worked
20 shifts at least 3.5 hours in length, but were not authorized or permitted to take a net paid
21 10-minute rest period for every four hours worked or major fraction thereof, during the
22 four years immediately preceding the filing of the complaint through the date of
23 judgment.
- 24 k. Waiting Time Penalties Class: all current and former Hilton Irvine room attendants who
25 were members of the Workload Class or Rest Period Class who were discharged, laid
26 off, or otherwise separated from employment at any time from May 21, 2023 through
27 the date of judgment.
28

1 l. Wage Statement Class: all current and former Hilton Irvine room attendants who were
2 members of the Workload Class or Rest Period Class during the one-year period
3 preceding the filing of the complaint through the date of judgment.

4 m. Injunctive Relief Class: all Hilton Irvine hotel workers who would benefit from the
5 Hilton Irvine's timely compliance with the Ordinance's requirements.

6 37. Numerosity/Ascertainability. The members of the Classes are so numerous that joinder of
7 all members would be infeasible and not practicable. The precise membership of the Classes is unknown
8 to Plaintiff at this time; however, it is estimated that there are more than 30 but fewer than 75 putative class
9 members. The identity of such membership is readily ascertainable via inspection of Hilton Irvine's
10 records.

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

- 15 a. Whether Hilton Irvine violated Section 3-6-102(A)(1) of the Ordinance by failing to
16 provide panic buttons and maintain them in good working order;
- 17 b. Whether Hilton Irvine violated Section 3-6-102(A)(3) of the Ordinance by failing to hire
18 security at all times to receive alerts from panic buttons and provide on-scene
19 assistance;
- 20 c. Whether Hilton Irvine's failure to post notices of hotel workers' rights on the back of
21 every guest room door and restroom facility violated Section 3-6-102(C) of the
22 Ordinance;
- 23 d. Whether Hilton Irvine violated Section 3-6-102(D) of the Ordinance by failing to
24 provide adequate training to hotel workers in a timely manner;
- 25 e. Whether Hilton Irvine violated Section 3-6-103(A) of the Ordinance by failing to pay
26 Plaintiff and members of the Workload Class the required double-time pay for all hours
27 worked for days when they cleaned more than 3,500 square feet of floorspace or the
28

- adjusted maximum amount;
- f. Whether Hilton Irvine violated Section 3-6-103(C) of the Ordinance by failing to obtain written consent from employees who worked more than 10 hours in a workday;
 - g. Whether Hilton Irvine violated Section 3-6-103(D) of the Ordinance by implementing or maintaining a policy whereby guest rooms are not sanitized and cleaned after each and every night they are occupied;
 - h. Whether Hilton Irvine violated Section 3-6-103(E) of the Ordinance by failing to keep the required records related to the workloads of room attendants;
 - i. Whether Hilton Irvine violated Section 3-6-103(F) of the Ordinance by failing to provide written notice of hotel workers' rights under the Ordinance to each hotel worker at the time of hire or effective date of the workload provision of the Ordinance;
 - j. Whether Hilton Irvine's rest period policies and/or practices complied with the requirements of the Labor Code and Wage Order 5;
 - k. Whether Hilton Irvine had a procedure in place under which members of the Rest Period Class could receive an hour of premium pay for a noncompliant rest period;
 - l. Whether Hilton Irvine paid any premium pay to Plaintiff and members of the Rest Period Class who were not provided with legally compliant rest periods;
 - m. Whether Hilton Irvine failed to timely pay all wages due to members of the Waiting Time Class at the time of separation from employment in accordance with applicable California law;
 - n. Whether Hilton Irvine failed to provide members of the Wage Statement Class accurate itemized wage statements in accordance with the requirements of applicable California law;
 - o. Whether Hilton Irvine's practices constituted unlawful or unfair business practices under California's Unfair Competition Law; and
 - p. What relief is necessary to remedy Hilton Irvine's unfair and unlawful conduct as herein alleged.

1 39. Typicality. Plaintiff's claims are typical of the claims of the putative Classes because her
2 claims arise out of the same course of conduct and are based on the same legal theories as the claims of the
3 putative Class members. Like putative Class members, Plaintiff was subject to Hilton Irvine's failure to
4 comply with the Ordinance, including the requirement to pay the required double-time pay for days when
5 Plaintiff cleaned rooms amounting to more than 3,500 square feet or the adjusted maximum amount.

6 40. Adequacy. Plaintiff is a proper representative of the proposed Classes because she will
7 fairly and adequately represent and protect the interests of all putative class members and because there are
8 no known conflicts of interest between Plaintiff and any putative class members. Plaintiff's counsel is
9 ready, willing, and able to fully and adequately represent the members of the Classes and Plaintiff.
10 Plaintiff's counsel has prosecuted numerous wage-and-hour class actions in state and federal courts in the
11 past and is committed to vigorously prosecuting this action on behalf of the members of the Classes.

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

26 //

27 //

FIRST CAUSE OF ACTION
VIOLATIONS OF THE CITY OF IRVINE
HOTEL WORKER PROTECTION ORDINANCE
(City of Irvine CC Ordinance No. 22-13)

(By Plaintiff and Members of the Personal Security Devices Class, 24-Hour Security Class, Notice Posting Class, Training Class, Workload Class, Record-Keeping Class, Voluntary Overtime Class, Daily Room-Cleaning Class, Notice Class, and Injunctive Relief Class Against All Defendants)

42. Plaintiff, on behalf of herself and members of the Personal Security Devices Class, 24-Hour Security Class, Notice Posting Class, Training Class, Workload Class, Record-Keeping Class, Voluntary Overtime Class, Daily Room-Cleaning Class, Notice Class, and Injunctive Relief Class, realleges and incorporates by reference all previous paragraphs as though fully set forth herein.

43. The Hotel is a “hotel” as defined by the Irvine Ordinance No. 22-13(H) because it is an establishment that provides temporary lodging for payment in the form of overnight accommodations in guest rooms to transient patrons for periods of thirty consecutive calendar days or less, and provides additional services, such as conference and meeting rooms, restaurants, bars, or recreation facilities available to guests or to the general public.

44. Hilton Irvine is a “hotel employer” as defined by § 3-6-101(J) because it operates and/or controls the Hilton Irvine hotel, and/or employs hotel workers to provide services in conjunction with the hotel’s purpose.

45. Plaintiff and Class members are “hotel workers” as defined by § 3-6-101(K) because they are employed by Hilton Irvine to provide services at the Hilton Irvine, a hotel. Plaintiff and Class members are not managerial, supervisory, or confidential employees. To the extent putative Class members are not directly employed by Hilton Irvine but are instead provided to Hilton Irvine through a staffing agency, Hilton Irvine is a joint employer because it has the authority to exercise control over the terms and conditions of their employment, including their hiring, firing, discipline, schedule, rate of pay, assignment of rooms to be cleaned on a given workday, and the manner in which they perform their work. The Hilton Irvine also has exclusive access to the workload records required to be maintained for each room attendant,

1 including any room attendants supplied by a staffing agency. Hilton Irvine is also a “client employer”
2 within the meaning of Labor Code § 2810.3 and is liable for any wages owed to workers supplied by a
3 staffing agency.

4 46. Plaintiff and Class members are “room attendants” as defined by § 3-6-101(M) because
5 their principal duties are to clean and put in order residential guest rooms at the Hilton Irvine.

6 47. The Hilton Irvine violated the personal security provisions of the Ordinance and owes \$100
7 per aggrieved worker per day for the extent of its violations, including failure to provide and maintain panic
8 buttons in good working order, failure to employ 24-hour security guards, failure to post notices for four
9 months, and failure to provide adequate training per the Ordinance in a timely manner.

10 48. The Hilton Irvine has approximately 306 guest rooms. Section 3-6-103(A) of the
11 Ordinance, the “Workload” provision, mandates that for hotels with 60 or more guest rooms, a hotel
12 employer shall not require a room attendant to clean rooms amounting to more than 3,500 square feet of
13 floorspace, or more than the maximum floor space otherwise specified in this Section (“adjusted maximum
14 amount”), in any one, eight-hour workday unless the employer pays the room attendant twice his or her
15 regular rate of pay for all hours worked by the room cleaner during the workday. When a room attendant
16 is assigned to clean any combination of six or more checkout rooms or additional-bed rooms in a workday,
17 each such checkout room or additional-bed room shall for purposes of this subsection count as 500 square
18 feet, regardless of the actual square footage of each room.

19 49. During the statutory period, Hilton violated the “Workload” provision by requiring Plaintiff
20 and members of the Workload Class to clean rooms amounting to more than 3,500 square feet of floorspace
21 or the adjusted maximum amount without paying them twice their regular rate of pay for all hours worked.

22 50. Under Section 3-6-109(C) of the Ordinance, which describes the available remedies,
23 Plaintiff and Class members are entitled to “actual damages” they suffered, or “statutory damages” up to
24 the amount of one hundred dollars (\$100) per aggrieved person for each day on which any violation of the
25 Ordinance occurred.

26 51. Plaintiff and members of the Workload Class are entitled to back wages, plus interest, for
27 the Hilton Irvine’s violations of the “Workload” provision from May 21, 2023 through the date of
28

1 judgment. Alternatively, Plaintiff and members of the Workload Class are entitled to statutory damages
2 up to \$100 per day per worker for each day on which a violation occurred during the one-year period
3 preceding the filing of the complaint through the date of judgment.

4 52. During the statutory period, Hilton Irvine also violated the “Workload” provision’s record-
5 keeping requirements by failing to keep proper records as required by Section 3-6-103(E) of the Ordinance.
6 This provision requires hotel employers to maintain records of each room attendant’s name, rate of pay,
7 pay received, identification of rooms cleaned, actual square footage of each room cleaned, number of
8 special-attention rooms, number of additional hotel buildings, number of additional bed rooms, and total
9 square footage cleaned for each workday, overtime hours worked for each workday, and any written
10 consents. On information and belief, Hilton Irvine has maintained no such records nor made any such
11 records available to Plaintiff or her coworkers.

12 53. Under Section 3-109(C), Plaintiff and members of the Record-Keeping Class are entitled to
13 statutory damages in the amount of \$100 per aggrieved worker per day, except the amount of statutory
14 damages for record-keeping violations may not exceed \$1,000 per day in total.

15 54. Section 3-6-103(C), the “Voluntary Overtime” provision, provides: “A hotel employer shall
16 not require or permit a hotel worker to work more than 10 hours in a workday unless the hotel worker
17 consents in writing to do so. A hotel worker’s consent shall not be valid unless the hotel employer has
18 advised the hotel worker in writing prior to the hotel worker’s consent that the hotel worker may decline
19 to work more than 10 hours in a workday and that the hotel employer will not subject the hotel worker to
20 any adverse employment action for declining to work more than 10 hours in a workday.”

21 55. Hilton Irvine has violated this provision by failing to obtain written consents from Plaintiff
22 and members of the Voluntary Overtime Class when they work shifts greater than 10 hours. Under Section
23 3-6-109(C), Plaintiff and members of the Voluntary Overtime Class are entitled to actual damages from
24 May 21, 2023 through the date of judgment. Alternatively, Plaintiff and members of the Class are entitled
25 to statutory damages up to \$100 per day per worker for each day on which a violation occurred during the
26 one-year period preceding the filing of the complaint through the date of judgment.

27 56. Section 3-6-103(D) of the Ordinance provides: “A hotel shall not implement any program
28

1 or policy whereby guest rooms are not sanitized and cleaned after each and every night that they are
2 occupied, including a program under which guests receive a financial incentive to not have their guest room
3 cleaned on a daily basis.”

4 57. Hilton Irvine has violated this provision by implementing and maintaining a program
5 whereby guest rooms are not sanitized and cleaned after each and every night that they are occupied. Under
6 Section 3-6-109(C), Plaintiff and members of the Daily Room-Cleaning Class are entitled to actual
7 damages from May 21, 2023 through the date of judgment. Alternatively, Plaintiff and members of the
8 Class are entitled to statutory damages up to \$100 per day per worker for each day on which a violation
9 occurred during the one-year period preceding the filing of the complaint through the date of judgment.

10 58. Section 3-6-103(F) of the Ordinance mandates that hotel employers provide written notice
11 of the hotel workers’ Workload rights set forth in the Ordinance to each hotel worker at the time of hire or
12 on the effective date of the Ordinance, whichever is later. Such written notice must be provided in English,
13 Spanish, and any other language spoken by ten percent or more of the hotel workers employed by the hotel
14 employer.

15 59. Hilton Irvine failed to provide written notice of the hotel workers’ rights set forth in the
16 Ordinance at the time of hire or on the effective date of the Ordinance. Plaintiff and members of the Notice
17 Class are therefore entitled to actual damages for Hilton Irvine’s failure to provide the required notice from
18 May 21, 2022 to the date of judgment. Alternatively, Plaintiff and members of the Notice Class are entitled
19 to statutory damages up to \$100 per day per worker for each day they were not provided with notice during
20 the one-year period preceding the filing of the complaint through the date of judgment.

21 60. Plaintiff and members of the Injunctive Relief Class are also entitled to injunctive relief
22 requiring Hilton Irvine to comply with all requirements of the Ordinance.

23 61. Hilton Irvine’s violations of the Ordinance were willful, which means that all monetary
24 amounts owed to Class members, whether actual or statutory damages, “shall be trebled” under Section 3-
25 6-109(C).

26 62. Plaintiff is entitled to reasonable attorneys’ fees and costs under Section 3-6-109(D) of the
27 Ordinance.
28

63. Plaintiff seeks to recover interest on all unpaid wages due.

SECOND CAUSE OF ACTION

REST PERIOD VIOLATIONS

(Lab. Code § 226.7(a))

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

64. Plaintiff, on behalf of herself and members of the Rest Period Class, realleges and incorporates by reference all previous paragraphs as though fully set forth herein.

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

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

67. Hilton Irvine has a policy or practice of failing to authorize and permit Plaintiff and Class members to take the rest periods required by California Labor Code § 226.7 and IWC Wage Order 5 § 12.

68. Hilton Irvine also has a policy or practice of failing to pay each of their employees who was not provided with a legally compliant rest period as required an additional one hour of compensation at each employee's regular rate of pay.

69. To the extent putative Class members are not directly employed by Hilton Irvine but are instead provided to Hilton Irvine through a staffing agency, Hilton Irvine is a joint employer because it has the authority to exercise control over the terms and conditions of their employment, including their hiring, firing, discipline, schedule, rate of pay, assignment of rooms to be cleaned on a given workday,

1 and the manner in which they perform their work. Hilton Irvine is also a “client employer” within the
2 meaning of Labor Code § 2810.3 and is liable for any premium wages owed to workers supplied by a
3 staffing agency.

4 70. As a direct and proximate result of Defendants’ unlawful conduct as alleged herein,
5 Plaintiff and members of the Rest Period Class have sustained economic damages, including but not
6 limited to unpaid wages and lost interest, in an amount to be established at trial, and are entitled to
7 recover economic and statutory damages and penalties and other appropriate relief from Defendants’
8 violations of the California Labor Code and IWC Wage Order No. 5.

9 **THIRD CAUSE OF ACTION**

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

11 **(Lab. Code §§ 201-203)**

12 (By Plaintiff and Members of the Waiting Time Penalties Class Against All Defendants)

13 71. Plaintiff, on behalf of herself and members of the Waiting Time Penalties Class, realleges
14 and incorporates by reference all previous paragraphs as though fully set forth herein.

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

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

22 74. By failing to compensate Plaintiff and members of the Waiting Time Penalties Class at rates
23 required by the Ordinance, and by failing to pay Plaintiff and members of the Rest Period Class premium
24 wages for noncompliant breaks, Hilton Irvine has willfully failed to make timely payment of full wages
25 due to their employees who have separated from employment in violation of Labor Code §§ 201-202.

26 75. To the extent putative Class members are not directly employed by Hilton Irvine but are
27 instead provided to Hilton Irvine through a staffing agency, Hilton Irvine is a joint employer because it has
28

1 the authority to exercise control over the terms and conditions of their employment, including their hiring,
2 firing, discipline, schedule, rate of pay, assignment of rooms to be cleaned on a given workday, and the
3 manner in which they perform their work. Hilton Irvine is also a “client employer” within the meaning of
4 Labor Code § 2810.3 and is liable for any penalties owed to workers supplied by a staffing agency who
5 were not paid wages promptly upon termination or quitting.

6 76. As a consequence of Hilton Irvine’s willful failure to timely pay all wages due, Plaintiff and
7 members of the Waiting Time Penalties Subclass are entitled to up to a maximum of 30 days’ wages
8 pursuant to Labor Code § 203, plus reasonable attorneys’ fees and costs of suit.

9 **FOURTH CAUSE OF ACTION**

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

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

12 (By Plaintiff and Members of the Wage Statement Class Against All Defendants)

13 77. Plaintiff, on behalf of herself and members of the Wage Statement Class, realleges and
14 incorporates by reference all previous paragraphs as though fully set forth herein.

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

23 79. Hilton Irvine’s policies and practices of failing to pay wages in conformity with the
24 requirements of the Ordinance, and its failure to pay premium pay for noncompliant rest periods,
25 necessarily meant that the itemized wage statements of Plaintiff and Class members failed to contain the
26 information required by Labor Code § 226(a) because they failed to reflect the proper wage rates and wages
27 earned.
28

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

81. As a result of Hilton Irvine's knowing and intentional failure to comply with the provisions of Labor Code §§ 226(a)(1), it deprived Plaintiff and putative class members of wage information and wages entitled to them by law. This establishes injury under Labor Code § 226(e)(2).

82. To the extent putative Class members are not directly employed by Hilton Irvine but are instead provided to Hilton Irvine through a staffing agency, Hilton Irvine is a joint employer because it has the authority to exercise control over the terms and conditions of their employment, including their hiring, firing, discipline, schedule, rate of pay, assignment of rooms to be cleaned on a given workday, and the manner in which they perform their work. Hilton Irvine is also a “client employer” within the meaning of Labor Code § 2810.3 and is liable for any penalties owed to workers supplied by a staffing agency who received inaccurate wage statements as a result of Hilton Irvine’s failure to comply with the Ordinance and/or failure to provide premium pay for noncompliant breaks.

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

FIFTH CAUSE OF ACTION

VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW

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

(By Plaintiff and all Class Members Against All Defendants)

84. Plaintiff, on behalf of herself and members of all Classes, realleges and incorporates by reference all previous paragraphs as though fully set forth herein.

85. California Business and Professions Code §§ 17200 *et seq.* prohibits unfair competition in the form of any unlawful, unfair, deceptive, or fraudulent business practice.

86. Hilton Irvine has engaged in unfair and unlawful business practices in violation of California

1 Business & Professions Code §17200, *et seq.*, by engaging in the unlawful conduct alleged above, including
2 but not limited to: failing to provide written notice of the hotel workers' rights set forth in the Ordinance
3 to each hotel worker at the time of hire or on the effective date of the Ordinance; failing to maintain proper
4 records; cheating room attendants out of their double-time wages when they cleaned square footage
5 exceeding the limits set forth in the Ordinance; failing to provide legally-compliant rest periods; failing to
6 comply with the Labor Code's timely payment provisions; and failing to provide accurate itemized wage
7 statements required by California Labor Code §§ 226(a) and Wage Order 5.

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

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

21 89. To prevent Hilton Irvine from profiting and benefiting from their wrongful and illegal acts,
22 it is appropriate and necessary to enter an order requiring Hilton Irvine to restore Plaintiff and putative
23 class members monies that are owed. Injunctive relief is also warranted to require Hilton Irvine to come
24 into compliance with all aspects of the Ordinance.

25 90. Plaintiff herein takes upon herself enforcement of these laws and lawful claims. There is a
26 financial burden incurred in pursuing this action and it would be against the interest of justice to penalize
27 Plaintiff by forcing her to pay attorneys' fees from the recovery in this action. The enforcement of the state
28

1 wage and hours laws will confer a public benefit as the failure to provide appropriate wages for all hours
2 worked are actions that violate the state’s public policy of wage and rest protections for employees.
3 Therefore, attorneys’ fees are appropriate pursuant to California Code of Civil Procedure § 1021.5, as well
4 as the Ordinance, Labor Code §§ 218.5, 226, and any other applicable statute.

5 **SEVENTH CAUSE OF ACTION**

6 **PRIVATE ATTORNEYS GENERAL ACT**

7 (Lab. Code §§ 2698, et seq.)

8 (By Plaintiff Against All Defendants)

9 91. Plaintiff, on behalf of herself and members of all Classes, realleges and incorporates by
10 reference all previous paragraphs as though fully set forth herein.

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

17 93. Plaintiff is an “aggrieved employee” within the meaning of California Labor Code §
18 2699(c), and a proper representative to bring a civil action on behalf of herself and other current and former
19 employees of Defendants pursuant to the procedures specified in California Labor Code § 2699.3, because
20 Plaintiff was employed by the Hilton Irvine and the alleged violations of the California Labor Code were
21 committed by the Hilton Irvine against Plaintiff.

22 94. Plaintiff alleges, on behalf of herself and other current and former non-exempt employees
23 of Defendants who have worked at the Hilton Irvine, that Defendants have violated, among other statutes
24 and regulations, California Labor Code §§ 201-203, 204, 210, 223, 225.5, 226, 226.3, 226.7, and 558, and
25 IWC Wage Order 5-2001. The Hilton Irvine is also liable for Labor Code violations committed against
26 workers supplied by a staffing agency pursuant to Labor Code § 2810.3.

27 95. Pursuant to Labor Code § 2699(a), Plaintiff seeks to recover civil penalties, as otherwise
28

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

96. Plaintiff has exhausted her administrative remedies as required by Labor Code section 2699.3(a). On June 29, 2023, Plaintiff provided written notice, via online filing, to the Labor and Workforce Development Agency ("LWDA") and the Hilton Irvine via certified mail as to the claims alleged herein, namely, the specific provisions of the California Labor Code that the Hilton Irvine is alleged to have violated, as well as the facts and theories supporting those violations. Plaintiff paid the fee required by Labor Code section 2699.3(a)(1)(B). The LWDA did not provide notice to Plaintiff that it intends to investigate the alleged violations within 65 calendar days under Labor Code section 2699.3(a)(2)(A).

PRAYER FOR RELIEF

Plaintiff prays for relief as follows:

1. For an order certifying the proposed Classes;
2. For an order designating Plaintiff as class representative;
3. For an order designating Plaintiff's counsel of record as class counsel;
4. For an injunction requiring Hilton Irvine to comply with all provisions of the Ordinance immediately;
5. For an award of actual or statutory damages pursuant to the Ordinance for Hilton's failure to: provide and maintain panic buttons in good working order; post notices required by the Ordinance; employ 24-hour security; provide the required training; pay the required double-time wages; maintain the required workload records; obtain written consent for working more than 10 hours in a day; and/or to provide proper notice to hotel worker of their rights under the Ordinance;
6. For an award of all unpaid wages due to Plaintiff and putative Class members for violations of the Ordinance and the failure to pay rest period premium wages;
7. For an award of waiting time penalties pursuant to California Labor Code § 203;

1 8. For an award of actual damages or statutory penalties pursuant to California Labor Code §
2 226(e);

3 9. For an award of civil penalties pursuant to PAGA, California Labor Code § 2698, *et seq.*;

4 10. For an order to pay restitution to Plaintiff and putative class members as a result of
5 Defendants' unlawful activities, pursuant to Business & Professions Code §17203;

6 11. For an award of disgorgement of profits and all other appropriate equitable relief, as
7 authorized by Business & Professions Code §17203;

8 12. Prejudgment and postjudgment interest on all sums awarded under California Labor Code §
9 218.6 and any other applicable provisions;

10 13. For an award of reasonable attorneys' fees, costs and interest thereon pursuant to the
11 Ordinance, California Labor Code §§ 218.5, 226, 2699, California Code of Civil Procedure § 1021.5, and
12 any other applicable provision; and

13 14. For such other and further relief as the Court may deem proper and just.

14 DATED: November 16, 2023

Respectfully submitted,

16 TEUKOLSKY LAW, APC
17 ZOE TUCKER

18 By: _____

19 Lauren Teukolsky
20 Attorney for Plaintiff

21
22
23
24
25
26 //

27 //
28

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

DATED: November 16, 2023

TEUKOLSKY LAW, APC
ZOE TUCKER

Len J

Lauren Teukolsky
Attorney for Plaintiff

PROOF OF SERVICE

DIANA NUFIO v. HILTON HOTEL EMPLOYER LLC dba THE HILTON IRVINE
Case No. 30-2023-01334238-CU-OE-CXC

STATE OF CALIFORNIA, COUNTY OF ORANGE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action; my business address is 595 E Colorado Blvd., Suite 418, Pasadena, CA 91101.

On **November 16, 2023**, I served a true and correct copy of the foregoing document(s) described as:

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

on the person(s) listed below:

Attorneys for Defendant Hilton Hotel Employer LLC: *Attorney for Diana Nufio:*

Hazel Poei
Philip Duclos
Jackson Lewis P.C.
200 Spectrum Center Drive, Suite 500
Irvine, CA 92618
Phone: 949-885-1360
Fax: 949-885-1380

Email: Hazel.Poei@jacksonlewis.com
Philip.Duclos@jacksonlewis.com
Kimberly.Ferguson@jacksonlewis.com
Gazale.Banyan@jacksonlewis.com

Zoe Tucker
Unite Here Local 11
464 Lucas Avenue, Suite 201
Los Angeles, CA 90017
Phone: (213) 481-8530
Fax: (213) 481-0352
Email: ztucker@unitehere11.org

Veronica T. Hunter
Jackson Lewis P.C.
717 Texas Avenue, Suite 1700
Houston, TX 77002
Phone: (713) 650-0404
Fax: (713) 650-0405
Email: veronica.hunter@jacksonlewis.com

[X] VIA ELECTRONIC MAIL: I caused a copy of the document(s) to be sent from the email address stuart@teuklaw.com to the persons and email addresses listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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

Executed on November 16, 2023 at Pasadena, California.

Stuart Carson

TYPE OR PRINT NAME

Stuart Carson

SIGNATURE