

LAUREN TEUKOLSKY (SBN 211381)  
(Email: lauren@teuklaw.com)  
**TEUKOLSKY LAW, APC**  
201 S. Lake Avenue, Suite 305  
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.

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

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

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

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

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

24 51. Plaintiff and members of the Workload Class are entitled to back wages, plus interest, for  
25 the Hilton Irvine’s violations of the “Workload” provision from May 21, 2023 through the date of  
26 judgment. Alternatively, Plaintiff and members of the Workload Class are entitled to statutory damages  
27 up to \$100 per day per worker for each day on which a violation occurred during the one-year period  
28

1 preceding the filing of the complaint through the date of judgment.

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

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

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

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

25 56. Section 3-6-103(D) of the Ordinance provides: “A hotel shall not implement any program  
26 or policy whereby guest rooms are not sanitized and cleaned after each and every night that they are  
27 occupied, including a program under which guests receive a financial incentive to not have their guest room  
28

1 cleaned on a daily basis.”

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

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

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

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

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

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

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

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

## 2

## 3

4

5

6

7

8

9

10

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

**THIRD CAUSE OF ACTION**

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

**(Lab. Code §§ 201-203)**

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

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

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

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

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

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

**FOURTH CAUSE OF ACTION**

**FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

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

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

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

76. California Labor Code § 226(a) states that every employer shall, semi-monthly or at the

1 time of each payment of wages, furnish each of his or her employees an accurate itemized statement in  
2 writing showing substantial detailed information, including but not limited to, gross and net wages earned,  
3 total hours worked, and all applicable hourly rates and the corresponding number of hours worked at each  
4 hourly rate. IWC Wage Order 5 § 7(B) similarly requires employers semimonthly or at the time of each  
5 payment of wages to furnish to each employee an accurate itemized statement in writing. These required  
6 disclosures of information are essential to enable employees to determine whether they have been paid in  
7 compliance with the law.

8 77. Hilton Irvine's policies and practices of failing to pay wages in conformity with the  
9 requirements of the Ordinance, and its failure to pay premium pay for noncompliant rest periods,  
10 necessarily meant that the itemized wage statements of Plaintiff and Class members failed to contain the  
11 information required by Labor Code § 226(a) because they failed to reflect the proper wage rates and wages  
12 earned.

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

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

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

### 23 **FIFTH CAUSE OF ACTION**

#### 24 **VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW**

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

26 (By Plaintiff and all Class Members Against All Defendants)

27 81. Plaintiff, on behalf of herself and members of all Classes, realleges and incorporates by  
28

1 reference all previous paragraphs as though fully set forth herein.

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

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

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

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

25 86. To prevent Hilton Irvine from profiting and benefiting from their wrongful and illegal acts,  
26 it is appropriate and necessary to enter an order requiring Hilton Irvine to restore Plaintiff and putative  
27 class members monies that are owed. Injunctive relief is also warranted to require Hilton Irvine to come  
28

1 into compliance with all aspects of the Ordinance.

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

9 **SEVENTH CAUSE OF ACTION**

10 **PRIVATE ATTORNEYS GENERAL ACT**

11 (Lab. Code §§ 2698, et seq.)

12 (By Plaintiff Against All Defendants)

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

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

21 90. Plaintiff is an "aggrieved employee" within the meaning of California Labor Code §  
22 2699(c), and a proper representative to bring a civil action on behalf of herself and other current and former  
23 employees of Defendants pursuant to the procedures specified in California Labor Code § 2699.3, because  
24 Plaintiff was employed by the Hilton Irvine and the alleged violations of the California Labor Code were  
25 committed by the Hilton Irvine against Plaintiff.

26 91. Plaintiff alleges, on behalf of herself and other current and former non-exempt employees  
27 of Defendants who have worked at the Hilton Irvine, that Defendants have violated, among other statutes  
28

1 and regulations, California Labor Code §§ 201-203, 204, 210, 223, 225.5, 226, 226.3, 226.7, and 558, and  
2 IWC Wage Order 5-2001.

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

8 93. Plaintiff has exhausted her administrative remedies as required by Labor Code section  
9 2699.3(a). On June 29, 2023, Plaintiff provided written notice, via online filing, to the Labor and Workforce  
10 Development Agency ("LWDA") and the Hilton Irvine via certified mail as to the claims alleged herein,  
11 namely, the specific provisions of the California Labor Code that the Hilton Irvine is alleged to have  
12 violated, as well as the facts and theories supporting those violations. Plaintiff paid the fee required by  
13 Labor Code section 2699.3(a)(1)(B). The LWDA did not provide notice to Plaintiff that it intends to  
14 investigate the alleged violations within 65 calendar days under Labor Code section 2699.3(a)(2)(A).

15 **PRAYER FOR RELIEF**

16 Plaintiff prays for relief as follows:

- 17 1. For an order certifying the proposed Classes;
- 18 2. For an order designating Plaintiff as class representative;
- 19 3. For an order designating Plaintiff's counsel of record as class counsel;
- 20 4. For an injunction requiring Hilton Irvine to comply with all provisions of the Ordinance  
21 immediately;
- 22 5. For an award of actual or statutory damages pursuant to the Ordinance for Hilton's failure  
23 to: provide and maintain panic buttons in good working order; post notices required by the Ordinance;  
24 employ 24-hour security; provide the required training; pay the required double-time wages; maintain the  
25 required workload records; obtain written consent for working more than 10 hours in a day; and/or to  
26 provide proper notice to hotel worker of their rights under the Ordinance;
- 27
- 28

1           6.     For an award of all unpaid wages due to Plaintiff and putative Class members for violations  
2 of the Ordinance and the failure to pay rest period premium wages;

3           7.     For an award of waiting time penalties pursuant to California Labor Code § 203;

4           8.     For an award of actual damages or statutory penalties pursuant to California Labor Code §  
5 226(e);

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

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

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

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

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

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

17 DATED: October 18, 2023

Respectfully submitted,

18  
19 TEUKOLSKY LAW, APC  
ZOE TUCKER

20  
21 By: \_\_\_\_\_

  
22 Lauren Teukolsky  
23 Attorney for Plaintiff  
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: October 18, 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 **October 18, 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](mailto:Hazel.Poei@jacksonlewis.com)  
[Philip.Duclos@jacksonlewis.com](mailto:Philip.Duclos@jacksonlewis.com)  
[Kimberly.Ferguson@jacksonlewis.com](mailto:Kimberly.Ferguson@jacksonlewis.com)  
[Gazale.Banyan@jacksonlewis.com](mailto: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](mailto: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](mailto: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](mailto: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 October 18, 2023 at Pasadena, California.

Stuart Carson  
\_\_\_\_\_  
TYPE OR PRINT NAME

*Stuart Carson*  
\_\_\_\_\_  
SIGNATURE