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ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
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By: Stephanie Paniagua, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

ANA MARIA MENDOZA-HERNANDEZ,
as an individual and on behalf of all others
similarly situated,

Plaintiff,

vs.

PACIFIC SNOW VALLEY RESORT, LLC,
a California limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: CIVSB2314151

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT:**

- (1) FAILURE TO PROVIDE MEAL PERIODS (LABOR CODE §§ 226.7, 512, 558);**
- (2) FAILURE TO AUTHORIZE AND PERMIT REST PERIODS (LABOR CODE §§ 226.7, 516);**
- (3) FAILURE TO PROVIDE ACCURATE, ITEMIZED WAGE STATEMENTS (LABOR CODE § 226 *et seq.*);**
- (4) FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION (LABOR CODE §§ 201-203);**
- (5) FAILURE TO PAY ALL VACATION WAGES (LABOR CODE § 227.3);**
- (6) UNFAIR COMPETITION (BUS & PROF CODE § 17200 *et seq.*);**
- (7) CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 *et seq.*)**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

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Attorneys for Plaintiff

ANA MARIA MENDOZA-HERNANDEZ

1 Plaintiff Ana Maria Mendoza-Hernandez (“Plaintiff”), on behalf of herself and all others
2 similarly situated, hereby brings this First Amended Class and Representative Action Complaint
3 (“FAC”) against Pacific Snow Valley Resort, LLC, a California limited liability company, and
4 DOES 1 to 100, inclusive (collectively “Defendants”), and on information and belief alleges as
5 follows:

6 **JURISDICTION**

7 1. Plaintiff, on behalf of herself and all others similarly situated, hereby brings this
8 FAC for recovery of unpaid wages and penalties under California Business and Professions Code
9 § 17200 *et. seq.*, Labor Code §§ 201-203, 218 *et seq.*, 226 *et seq.*, 226.7, 227.3, 510, 512, 516,
10 2698 *et seq.*, and/or Industrial Welfare Commission Wage Order 5 (the “Wage Order 5”), in
11 addition to seeking declaratory relief and restitution. This FAC is brought pursuant to California
12 Code of Civil Procedure § 382. This Court has jurisdiction over Defendants’ violations of the
13 California Labor Code because the amount in controversy exceeds this Court’s jurisdictional
14 minimum.

15 **VENUE**

16 2. Venue is proper in this judicial district pursuant to Cal. Code of Civ. Proc. §§
17 395(a) and 395.5, as at least some of the acts and omissions complained of herein occurred in the
18 County of San Bernardino. Defendants own, maintain offices, transact business, have agent(s)
19 within the County of San Bernardino, and/or otherwise are found within the County of San
20 Bernardino, and Defendants are within the jurisdiction of this Court for purposes of service of
21 process.

22 **PARTIES**

23 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
24 Plaintiff was a California resident. During the four years immediately preceding the filing of the
25 lawsuit in this action and within the statute of limitations periods applicable to each cause of
26 action pled herein, Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff
27 was, and is, a victim of Defendants’ policies and/or practices complained of herein, lost money
28 and/or property, and has been deprived of the rights guaranteed by Labor Code § 201-203, 218 *et*

1 *seq.*, 226 *et seq.*, 226.7, 227.3, 510, 512, 516, 2698 *et seq.*, and California Business and
2 Professions Code § 17200 *et seq.* (“Unfair Competition Law” or “UCL”); and Wage Order 5
3 which sets employment standards for Public Housekeeping Industry.

4 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
5 years preceding the filing of the lawsuit and continuing to the present, Defendants did (and
6 continue to do) business as a ski resort and employed Plaintiff and other, similarly-situated non-
7 exempt employees within San Bernardino County and the State of California and, therefore, were
8 (and are) doing business in San Bernardino County and the State of California.

9 5. Plaintiff does not know the true names or capacities, whether individual, partner,
10 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
11 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
12 amend this FAC when such true names and capacities are discovered. Plaintiff is informed, and
13 believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
14 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
15 and proximately caused Plaintiff and the Classes (as defined in Paragraph 18) to be subject to the
16 unlawful employment practices, wrongs, injuries and damages complained of herein.

17 6. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
18 herein, Defendants were and are the employers of Plaintiff and all members of the Classes.

19 7. At all times herein mentioned, each of said Defendants participated in the doing
20 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
21 Defendants, and each of them, were the agents, servants, and employees of each and every one of
22 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
23 were acting within the course and scope of said agency and employment. Defendants, and each
24 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
25 omissions complained of herein.

26 8. At all times mentioned herein, Defendants, and each of them, were members of
27 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
28 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,

1 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all
2 members of the Classes.

3 **GENERAL FACTUAL ALLEGATIONS**

4 9. Plaintiff, a former employee, was employed by Defendants from approximately
5 October 3, 2016 through on or about May 12, 2023. During her employment with Defendants,
6 Plaintiff's job title was Housekeeper.

7 10. During her employment with Defendants, Plaintiff was generally scheduled to
8 work from Tuesday through Saturday, 9:00 a.m. to 5:30 p.m.

9 11. Throughout Plaintiff's employment with Defendants, Plaintiff was not provided
10 all legally required meal periods due to Defendants' meal period policies and practices, which
11 fail to provide 30-minute duty free first meal periods before the end of the fifth hour of work in
12 violation of California law. Specifically, as a result of the work demands imposed by Defendants,
13 Defendants often provided meal periods that were either late or short or failed to provide a
14 required meal period altogether. In addition, Plaintiff's manager would often call or text her
15 during her meal period about which rooms were ready to be cleaned, which resulted in Plaintiff's
16 meal periods often being interrupted. Defendants' meal period policies and practices applied to
17 Plaintiff and other non-exempt employees.

18 12. Although Plaintiff and other non-exempt employees were not provided with all
19 legally-compliant meal periods to which they were entitled, Defendants failed to compensate
20 Plaintiff and other non-exempt employees with the required meal period premium for each
21 workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

22 13. Plaintiff was also not authorized and permitted to take all legally required and
23 compliant rest periods due to Defendants' rest period policies and practices. Specifically, as a
24 result of the work demands imposed by Defendants, Defendants failed to authorize and permit a
25 net ten-minute rest period for every four hours worked, or *major fraction thereof*. Defendants'
26 rest period policies and practices applied to Plaintiff and other non-exempt employees.

27 14. Although Plaintiff and other non-exempt employees were authorized and
28 permitted to take all legally-compliant rest periods to which they were entitled, Defendants failed

1 to compensate Plaintiff and other non-exempt employees with the required rest period premium
2 for each workday in which they experienced a rest period violation as mandated by Labor Code
3 § 226.7.

4 15. As a result of Defendants' failure to pay all meal period premium wages and rest
5 period premium wages, Defendants maintained inaccurate payroll records and issued inaccurate
6 wage statements to Plaintiff.

7 16. Labor Code section 227.3 states in relevant part: whenever an "employer policy
8 provides for paid vacations, and an employee is terminated without having taken off his vested
9 vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance
10 with such ... employer policy respecting eligibility or time served." Defendants possessed a
11 policy providing for paid vacations, also referred to Personal Time Off ("PTO"), which accrued
12 every pay period. Plaintiff accrued vacation and/or PTO under Defendants' policies; however,
13 Defendants failed to follow their own policies in the accrual of vacation and failed to pay Plaintiff
14 all vacation pay and/or PTO that was due to her at the termination of her employment and after
15 the vacation pay and/or PTO vested. (Lab. Code § 227.3, *Suastez v. Plastic Dress-up Co.* (1982)
16 31 Cal.3d 774 [vacation entitlements constitute deferred wages which vests as labor is rendered
17 and is due to employees at a pro rata share without any reduction or loss based on conditions
18 imposed by the employer].)

19 17. As a result of Defendants' failure to pay all meal period premium wages and rest
20 period premium wages, and the failure to pay all earned, accrued, and unused PTO wages,
21 Defendants failed to pay Plaintiff all wages owed upon termination of employment with
22 Defendants.

23 **CLASS ACTION ALLEGATIONS**

24 18. **Class Definitions:** Plaintiff brings this action on behalf of herself and the
25 following Classes pursuant to § 382 of the Code of Civil Procedure:

- 26 a. The Meal Period Class consists of all of Defendants' current and former non-
27 exempt employees who worked at least one shift in excess of 5.0 hours, during the
28 four years immediately preceding the filing of the lawsuit through the present.

b. The Rest Period Class consists of all of Defendants' current and former non-exempt employees in California who worked at least one shift in excess of 3.5 hours during the four years immediately preceding the filing of the lawsuit through the present.

c. The Wage Statement Class consists of all members of the: (i) Meal Period Class; and/or (ii) Rest Period Class during the one year immediately preceding the filing of the lawsuit through the present.

d. The Vacation Pay Class consists of all of Defendants' former employees employed by Defendants in California at any time during the four years immediately preceding the filing of this lawsuit in through the present and who did not receive all vested vacation wages or PTO at the termination of their employment in compliance with California law.

e. The Waiting Time Penalty Class consists of Defendants' formerly employed members of the Meal Period Class, Rest Period Class and/or Vacation Pay Class in California, during the three years immediately preceding the filing of the lawsuit through the present.

f. The UCL Class consists of members of the: (i) Meal Period Class; (ii) Rest Period Class; (iii) Wage Statement Class; (iv) Vacation Pay Class; and/or (v) Waiting Time Penalty Class.

19. Plaintiff reserves the right under Rule 3.765(b) of the California Rules of Court, to amend or modify the description of the various classes with greater specificity or further division into subclasses or limitation to particular issues.

20. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the Classes is unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number greater than fifty (50) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

21. **Common Questions of Law and Fact Predominate/Well Defined Community**

of Interest: There are common questions of law and fact as to Plaintiff and all other similarly situated employees, which predominate over questions affecting only individual members. Those common questions include, without limitation:

- i. Whether Defendants provided all legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- ii. Whether Defendants authorized and permitted all legally compliant rest periods to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- iii. Whether Defendants timely furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226;
- iv. Whether Defendants paid all vested vacation pay and/or PTO at termination of employment to the Vacation Class;
- v. Whether Defendants paid all wages owed to its terminated/separated employees at the time of said termination/separation pursuant to Labor Code §§ 201-203; and
- vi. Whether Defendants engaged in unlawful, unfair, illegal, and/or deceptive business practices by and through the wage and hour policies and practices described above, and whether as a result Defendants owe the classes restitution.

22. Predominance of Common Questions: Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member, such as Defendants' uniform timekeeping, and meal and rest period policies and practices. As such, the common questions predominate over individual questions concerning each individual class member's showing as to their eligibility for recovery or as to the amount of their damages.

23. Typicality: The claims of Plaintiff are typical of the claims of the Classes because Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s) of limitations period applicable to each cause of action pled in the FAC. As alleged herein, Plaintiff, like the members of the Classes, was not provided with all required meal periods, was not authorized and permitted to take all required rest periods, did not receive meal and rest

period premium wages when she was not provided compliant meal and rest periods, was not provided with accurate, itemized wage statements, was not paid all of her accrued and unused PTO, and was not paid all of her wages owed upon separation of employment with Defendants.

24. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's attorneys are ready, willing and able to fully and adequately represent the members of the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-and-hour class actions in state and federal courts in the past and are committed to vigorously prosecuting this action on behalf of the members of the Classes.

25. **Superiority:** The California Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who have the responsibility to follow the laws and who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment. The nature of this action and the format of laws available to Plaintiff and members of the Classes make the class action format a particularly efficient and appropriate procedure to redress the violations alleged herein. If each employee were required to file an individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Moreover, requiring each member of the Classes to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damages to their careers at subsequent employment. Further, the prosecution of separate actions by the individual class members, even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual class members against Defendants herein; and which would establish potentially incompatible standards of conduct for Defendants; and/or legal determinations with respect to individual class members which would, as a practical matter, be

dispositive of the interest of the other class members not parties to adjudications or which would substantially impair or impede the ability of the class members to protect their interests. Further, the claims of the individual members of the Classes are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto. As such, the Classes identified in Paragraph 18 are maintainable as a Class under § 382 of the Code of Civil Procedure.

FIRST CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

(AGAINST ALL DEFENDANTS)

26. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

27. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in their affirmative obligation to provide all of their non-exempt employees in California, including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods in accordance with the mandates of the California Labor Code and the Wage Order 5, § 11. Despite Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and members of the Meal Period Class at their respective regular rates of pay, in accordance with California Labor Code §§ 204, 210, 226.7, and 512.

28. As a result, Defendants are responsible for paying premium compensation for meal period violations pursuant to Labor Code §§ 226.7, 512, and 558, and the Wage Order 5, including interest thereon, statutory penalties, civil penalties, and costs of suit.

SECOND CAUSE OF ACTION

FAILURE TO AUTHORIZE AND PERMIT REST PERIODS

(AGAINST ALL DEFENDANTS)

29. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

30. The Wage Order 5, § 12 and California Labor Code §§ 226.7, 516 and 558 establish the right of employees to be authorized and permitted to take a paid rest period of at least ten (10) minutes net rest time for each four (4) hour period worked, or *major fraction thereof*.

31. As alleged herein, Defendants failed to authorize and permit Plaintiff and members

1 of the Rest Period Class to take all required rest periods.

2 32. The foregoing violations create an entitlement to recovery by Plaintiff and
3 members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums
4 owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according
5 to California Labor Code §§ 226.7, 516, 558, and Civil Code §§ 3287(b) and 3289.

6 **THIRD CAUSE OF ACTION**

7 **FAILURE TO PROVIDE ACCURATE, ITEMIZED WAGE STATEMENTS**

8 **(AGAINST ALL DEFENDANTS)**

9 33. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

10 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
11 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
12 and members of the Wage Statement Class with complete and accurate wage statements with
13 respect to their rates of pay, hours worked at each rate of pay, total gross wages earned, and total
14 net wages earned in violation of Labor Code § 226 *et seq.*

15 35. Defendants' failures in furnishing Plaintiff and members of the Wage Statement
16 Class with complete and accurate itemized wage statements resulted in actual injury, as said
17 failures led to, among other things, the non-payment of meal and rest period premium wages, and
18 deprived them of the information necessary to identify the discrepancies in Defendants' reported
19 data.

20 36. Defendants' failures create an entitlement to recovery by Plaintiff and members of
21 the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor
22 Code § 226 *et seq.*, including statutory penalties, civil penalties, reasonable attorneys' fees, and
23 costs of suit according to California Labor Code § 226 *et seq.*

24 **FOURTH CAUSE OF ACTION**

25 **FAILURE TO PAY ALL VACATION WAGES DUE AT TERMINATION**

26 **(AGAINST ALL DEFENDANTS)**

27 37. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

28 38. Labor Code section 227.3 states in relevant part:

1 [W]henever a contract of employment or employer policy provides for paid
2 vacations, and an employee is terminated without having taken off his vested
3 vacation time, all vested vacation shall be paid to him as wages at his final rate
4 in accordance with such contract of employment or employer policy respecting
5 eligibility or time served, provided, however, that an employment contract or
6 employer policy shall not provide for forfeiture of vested vacation time upon
7 termination. ...

8 (Lab. Code §227.3; see *Suastez v. Plastic Dress-up Co.* (1982) 31 Cal.3d 774.)

9 39. Defendants possessed a policy providing for providing for paid vacations.
10 Plaintiff and similarly situated employees accrued vacation/PTO under Defendants' policies.
11 However, Defendants failed to follow its own policies in the accrual of vacation/PTO and failed
12 to pay Plaintiff and other members of the Vacation Class all vacation/PTO pay that was due to
13 them at the termination of their employment after such vacation/PTO pay vested. (*Suastez v.*
14 *Plastic Dress-up Co.* (1982) 31 Cal.3d 774 [vacation entitlements constitute deferred wages
15 which vests as labor is rendered and is due to employees at a pro rata share without any reduction
16 or loss based on conditions imposed by the employer].)

17 40. Defendants' vacation policies and procedures were applied to Plaintiff and
18 members of the Vacation Class and resulted in members of the Vacation Class not receiving all
19 wages due to them in violation of Labor Code section 227.3.

20 41. Plaintiff on behalf of herself and on behalf of the Vacation Class, seeks damages
21 and all other relief allowable including all unpaid vacation and interest.

22 **FIFTH CAUSE OF ACTION**

23 **FAILURE TO PAY ALL WAGES UPON TERMINATION**

24 **(AGAINST ALL DEFENDANTS)**

25 42. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

26 43. This cause of action is brought pursuant to Labor Code §§ 201-203, which require
27 an employer to pay all wages immediately at the time of separation of employment in the event
28 the employer discharges the employee or the employee provides at least 72 hours of notice of

1 their intent to quit. In the event the employee provides less than 72 hours of notice of their intent
2 to quit, said employee's wages become due and payable not later than 72 hours upon said
3 employee's last date of employment.

4 44. Plaintiff is informed and believes, and based thereon alleges, that Defendants
5 failed to timely pay Plaintiff and members of the Waiting Time Penalty Class all final wages due
6 to them at their separation from employment, including, minimum and overtime wages and meal
7 and rest period premium wages.

8 45. Further, Plaintiff is informed and believes, and based thereon alleges, that as a
9 matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff and members
10 of the Waiting Time Penalty Class all earned wages at the end of employment in a timely manner
11 pursuant to the requirements of Labor Code §§ 201-203.

12 46. Defendants' failure to pay all final wages was willful within the meaning of Labor
13 Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting
14 Time Penalty Class their earned wages upon separation from employment results in a continued
15 payment of wages up to thirty days from the time the wages were due.

16 47. Therefore, Plaintiff and members of the Waiting Time Penalty Class are entitled
17 to compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

18 **SIXTH CAUSE OF ACTION**

19 **UNFAIR COMPETITION**

20 **(AGAINST ALL DEFENDANTS)**

21 48. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

22 49. Defendants have engaged and continue to engage in unfair and/or unlawful
23 business practices in California in violation of California Business and Professions Code § 17200
24 *et seq.*, by failing to provide all required meal periods and authorize and permit all required rest
25 periods, or pay premium payments in lieu thereof.

26 50. Defendants' utilization of these unfair and/or unlawful business practices deprived
27 Plaintiff and continues to deprive members of the Classes of compensation to which they are
28 legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage

over Defendants' competitors who have been and/or are currently employing workers and attempting to do so in honest compliance with applicable wage and hour laws.

51. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiff for herself and on behalf of the members of the Classes, seeks full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

52. The acts complained of herein occurred within the last four years immediately preceding the filing of the lawsuit in this action.

53. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants' current non-exempt employees, and to enforce important rights affecting the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which she is entitled to recover under Code of Civil Procedure § 1021.5.

SEVENTH CAUSE OF ACTION

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004

(AGAINST ALL DEFENDANTS)

54. Plaintiff re-alleges and incorporates by reference all previous paragraphs as though fully set forth herein.

55. Defendants have committed several Labor Code violations against Plaintiff and other Aggrieved Employees. Plaintiff, an "Aggrieved Employee" within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of herself and other Aggrieved Employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, the other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 2699 (a) and (f) including, but not limited to: (1) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (2) \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- 1 a) Defendants violated Labor Code §§ 226.7, 512, and 558 by failing to provide all
2 legally required meal periods and failing to pay meal period premiums to
3 Plaintiff and the aggrieved employees;
- 4 b) Defendants violated Labor Code §§ 226.7, 516, and 558 by failing to provide all
5 legally required rest periods and failing to pay rest period premiums to Plaintiff
6 and the aggrieved employees;
- 7 c) Defendant violated Labor Code § 226 by failing to furnish Plaintiff and the
8 aggrieved employees with accurate and compliant itemized wage statements;
- 9 d) Defendants violated Labor Code § 204 by failing to pay Plaintiff and the
10 aggrieved employees all earned wages at least twice during each calendar month;
- 11 e) Defendants violated Labor Code § 1174 by failing to maintain accurate records
12 on behalf of Plaintiff and the aggrieved employees;
- 13 f) Defendants violated Labor Code §§ 201, 202 and 203 by failing to timely pay
14 all final wages due to Plaintiff and other aggrieved employees; and
- 15 g) Defendants violated Labor Code § 227.3 by failing to pay accrued vacation
16 time/PTO that was due to Plaintiff and other aggrieved employees at the
17 termination of their employment after such vacation/PTO pay vested.

18 56. On June 21, 2023, Plaintiff notified Defendants via certified mail, and the
19 California Labor and Workforce Development Agency (“LWDA”) via e-mail, of Defendants’
20 violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties
21 under California Labor Code § 2698 *et seq.* with respect to violations of the California Labor
22 Code identified in Paragraph 55 (a)-(g). Attached hereto as **Exhibit 1** is a true and correct copy
23 of the June 21, 2023 correspondence. Now that sixty-five days have passed from Plaintiff
24 notifying Defendant and the LWDA of these violations and the LWDA has not provided notice
25 that it intends to investigate, Plaintiff has exhausted her administrative requirements for bringing
26 a claim under the Labor Code Private Attorneys General Act with respect to these violations.

27 57. Plaintiff was compelled to retain the services of counsel to file this court action to
28 protect her interests and the interests of other aggrieved employees, and to assess and collect the

civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which she is entitled to recover under California Labor Code § 2699(g).

PRAYER

WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf this suit is brought against Defendants, as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
4. Upon the First Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
5. Upon the Second Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
6. Upon the Third Cause of Action, for statutory wage statement penalties pursuant to Labor Code § 226 *et seq.*;
7. Upon the Fourth Cause of Action, for damages and or statutory penalties according to proof pursuant to Labor Code §§ 201, 202, 204, 218, and 227.3;
8. Upon the Fifth Cause of Action, for waiting time penalties pursuant to Labor § 203;
9. Upon the Sixth Cause of Action, for restitution to Plaintiff and members of the Class of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*;
10. Upon the Seventh Cause of Action, for civil penalties due to Plaintiffs, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200.00 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$250.00 for each initial violation and \$1,000.00 for

1 each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (3)
2 \$50.00 for each initial violation and \$100.00 for each subsequent violation pursuant to Labor
3 Code § 558 per employee per pay period; and/or (4) \$100.00 for each initial violation and \$200.00
4 for each subsequent violation per employee per pay period for those violations of the Labor Code
5 for which no civil penalty is specifically provided, based on the Labor Code violations cited in
6 Paragraph 55 (a)-(g) above.

7 11. Prejudgment interest on all due and unpaid wages pursuant to California Labor
8 Code § 218.6 and Civil Code §§ 3287 and 3289;

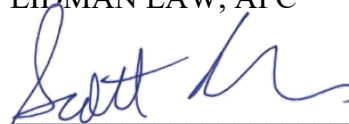
9 12. On all causes of action, for attorneys' fees and costs as provided by Labor Code §
10 218.5 and Code of Civil Procedure § 1021.5 and all other applicable statutes; and

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

12
13 Dated: March 25, 2025

Respectfully submitted,
LIDMAN LAW, APC

14
15 By:



16 Scott M. Lidman
17 Attorneys for Plaintiff
ANA MARIA MENDOZA-HERNANDEZ

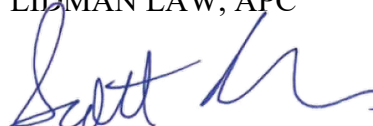
18
19 **DEMAND FOR JURY TRIAL**

20 Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

21
22 Dated: March 25, 2025

Respectfully submitted,
LIDMAN LAW, APC

23
24 By:



25 Scott M. Lidman
26 Attorneys for Plaintiff
ANA MARIA MENDOZA-HERNANDEZ

EXHIBIT 1

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LIDMAN LAW

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June 21, 2023

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

**VIA U.S. CERTIFIED MAIL – RETURN
RECEIPT REQUESTED**

Pacific Snow Valley Resort, LLC
c/o May Kay, Registered Agent
704 Mira Monte Place, Suite 201
Pasadena, CA 91101

Re: *Ana Maria Mendoza-Hernandez v. Pacific Snow Valley Resort, LLC*

To Whom It May Concern:

Please be advised that this law firm represents Ana Maria Mendoza-Hernandez in claims arising from her employment with Pacific Snow Valley Resort, LLC, a California limited liability company (“Defendant”). Ms. Mendoza-Hernandez is an “aggrieved employee” as defined by Labor Code sections 2699, *et seq.* due to Defendant’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated.

For purposes of this letter, an “aggrieved employee” should be considered to include all current and former hourly-paid employees in California who worked, at least in part, during the one year immediately preceding the date of this letter through the date of trial, the date judgment is entered, the date of settlement and/or other date approved by the Court.

Ms. Mendoza-Hernandez, a former employee, was employed by Defendant from approximately October 3, 2016 through on or about May 12, 2023. During her employment with Defendant, Ms. Mendoza-Hernandez’s job title was Housekeeper.

During her employment with Defendant, Ms. Mendoza-Hernandez was generally scheduled to work from Tuesday through Saturday, 9:00 a.m. to 5:30 p.m.

Throughout Ms. Mendoza-Hernandez’s employment with Defendant, Ms. Mendoza-Hernandez and other non-exempt employees were not provided all legally required meal periods due to Defendant’s meal period policies and practices, which fail to provide 30-minute duty free first meal periods before the end of the fifth hour of work in violation of California law. Specifically, as a result of the work

demands imposed by Defendant, Defendant often provided meal periods that were either late or short or failed to provide a required meal period altogether. In addition, Ms. Mendoza-Hernandez's manager would often call or text her during her meal period about which rooms were ready to be cleaned, which resulted in Ms. Mendoza-Hernandez and other non-exempt employees' meal periods often being interrupted. Defendant's meal period policies and practices applied to Ms. Mendoza-Hernandez and other non-exempt employees.

Although Ms. Mendoza-Hernandez and other non-exempt employees were not provided with all legally-compliant meal periods to which they were entitled, Defendant failed to compensate Ms. Mendoza-Hernandez and other non-exempt employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Ms. Mendoza-Hernandez and other non-exempt employees were also not authorized and permitted to take all legally required and compliant rest periods due to Defendant's rest period policies and practices. Specifically, as a result of the work demands imposed by Defendant, Defendant failed to authorize and permit a net ten-minute rest period for every four hours worked, or *major fraction thereof*. Defendant's rest period policies and practices applied to Ms. Mendoza-Hernandez and other non-exempt employees.

Although Ms. Mendoza-Hernandez and other non-exempt employees were authorized and permitted to take all legally-compliant rest periods to which they were entitled, Defendant failed to compensate Ms. Mendoza-Hernandez and other non-exempt employees with the required rest period premium for each workday in which they experienced a rest period violation as mandated by Labor Code § 226.7.

As a result of Defendant's failure to pay all meal period premium wages and rest period premium wages, Defendant maintained inaccurate payroll records and issued inaccurate wage statements to Ms. Mendoza-Hernandez and other non-exempt employees.

Labor Code section 227.3 states in relevant part: whenever an "employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such ... employer policy respecting eligibility or time served." Defendant possessed a policy providing for paid vacations, also referred to as Personal Time Off ("PTO"), which accrued every pay period. Ms. Mendoza-Hernandez accrued vacation and/or PTO under Defendant's policies; however, Defendant failed to follow their own policies in the accrual of vacation and failed to pay Ms. Mendoza-Hernandez and other non-exempt employees all vacation pay and/or PTO that was due to them at the termination of their employment and after the vacation pay and/or PTO vested. (Lab. Code § 227.3, *Suastez v. Plastic Dress-up Co.* (1982) 31 Cal.3d 774 [vacation entitlements constitute deferred wages which vests as labor is rendered and is due to employees at a pro rata share without any reduction or loss based on conditions imposed by the employer].)

As a result of Defendant's failure to pay all meal period premium wages and rest period premium wages, and the failure to pay all earned, accrued, and unused PTO wages, Defendant failed to pay Ms. Mendoza-Hernandez and other former non-exempt employees all wages owed upon termination of employment with Defendant.

As described above, Defendant committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 5 (“Wage Order 5”):

Meal Period Violations

As alleged above, Defendant failed to provide their aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 5, § 11. As described above, due to the work demands imposed by Defendant, Defendant often provided meal periods that were either late or short or failed to provide a required meal period altogether. Specifically, as a result of the work demands imposed by Defendant, Defendant often provided meal periods that were either late or short or failed to provide a required meal period altogether. In addition, Ms. Mendoza-Hernandez’s manager would often call or text her during her meal period about which rooms were ready to be cleaned, which resulted in Ms. Mendoza-Hernandez’s meal periods often being interrupted. Therefore, the aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”). Although the aggrieved employees were not provided with all legally-compliant meal periods to which they were entitled, Defendant failed to compensate them with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Rest Period Violations

Defendant also failed to authorize and permit their aggrieved employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 5, § 12. As alleged above, Defendant’s rest period policies and practices fail to authorize and permit the aggrieved employees to take a net paid 10-minute rest period for every four hours worked, or *major fraction thereof*, due to Defendant’s practices of understaffing and the work demands imposed by Defendant. As a result, the aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest period is not provided.”)

Wage Statement Violations

Defendant knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish their aggrieved employees with accurate and complete, itemized wage statements that included, among other requirements, all minimum and overtime wages earned, total gross wages earned, total net wages earned, and meal and rest period premium wages, in violation of Labor Code § 226 *et seq.* Further, Defendant face independent liability as the wage statements were inaccurate because they did not list the proper overtime rates. Defendant’s failure to furnish their aggrieved employees with complete and accurate, itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all minimum and overtime wages earned, and unpaid meal period and premium wages, and deprived them of the information necessary to identify discrepancies in Defendant’s reported data.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Defendant failed to timely pay Ms. Mendoza-Hernandez and other aggrieved employees all of their final wages at the time of separation, which included, among other things, underpaid minimum and overtime wages, and meal and rest period premium wages. Additionally, Defendant violated Labor Code §§ 201-203 by, among other unlawful acts, issuing paycards as final payment of wages to employees who have been discharged and/or resigned without such employees' authorization. As alleged herein, these paycards required fees for usage and did not allow employees to access all of the monies contained on such cards in violation of Labor Code § 212.

Pursuant to Labor Code § 203, Defendant's failure to pay all final wages due to their aggrieved employees was willful and, consequently, entitles the aggrieved employees to waiting time penalties equal to one day of wages at their standard hourly rate for each day Defendant failed to pay their final wages after their separation, up to a maximum of thirty days.

Failure to Pay All Vacation Wages

Labor Code section 227.3 states in relevant part:

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

(Lab. Code §227.3; see *Suastez v. Plastic Dress-up Co.* (1982) 31 Cal.3d 774.)

Defendant possessed a policy providing for providing for paid vacations. Ms. Mendoza-Hernandez and other aggrieved employees accrued vacation/PTO under Defendant's policies. However, Defendant failed to follow its own policies in the accrual of vacation/PTO and failed to pay Ms. Mendoza-Hernandez and other aggrieved employees all vacation/PTO pay that was due to them at the termination of their employment after such vacation/PTO pay vested. (*Suastez v. Plastic Dress-up Co.* (1982) 31 Cal.3d 774 [vacation entitlements constitute deferred wages which vests as labor is rendered and is due to employees at a pro rata share without any reduction or loss based on conditions imposed by the employer].) Defendant's vacation policies and procedures were applied to Ms. Mendoza-Hernandez and other aggrieved employees and resulted in Ms. Mendoza-Hernandez and other aggrieved employees not receiving all wages due to them in violation of Labor Code section 227.3

As an "aggrieved employee," Ms. Mendoza-Hernandez will initiate a civil action on behalf of himself and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Ms. Mendoza-Hernandez's own investigation, and on information and belief, Defendant committed the following Labor Code violations:

- a) Defendant violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally required meal periods and failing to pay meal period premiums to Ms. Mendoza-Hernandez and the aggrieved employees;

- b) Defendant violated Labor Code §§ 226.7, 516, and 558 by failing to provide all legally required rest periods and failing to pay rest period premiums to Ms. Mendoza-Hernandez and the aggrieved employees;
- c) Defendant violated Labor Code § 226 by failing to furnish Ms. Mendoza-Hernandez and the aggrieved employees with accurate and compliant itemized wage statements;
- d) Defendant violated Labor Code § 204 by failing to pay Ms. Mendoza-Hernandez and the aggrieved employees all earned wages at least twice during each calendar month;
- e) Defendant violated Labor Code § 1174 by failing to maintain accurate records on behalf of Ms. Mendoza-Hernandez and the aggrieved employees;
- f) Defendant violated Labor Code §§ 201, 202 and 203 by failing to timely pay all final wages due to Ms. Mendoza-Hernandez and other aggrieved employees; and
- g) Defendant violated Labor Code § 227.3 by failing to pay accrued vacation time/PTO that was due to Ms. Mendoza-Hernandez and other aggrieved employees at the termination of their employment after such vacation/PTO pay vested;

Pursuant to Labor Code section 2699.3(a)(2)(A), please notify us and Defendant if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
LIDMAN LAW, APC



Scott M. Lidman