

LAW OFFICES OF BUCHSBAUM & HAAG, LLP
BRENT S. BUCHSBAUM, CSBN: 194816
brent@buchsbbaumhaag.com
LAUREL N. HAAG, CSBN: 211279
laurel@buchsbbaumhaag.com
100 Oceangate, Suite 1200
Long Beach, California 90802
Telephone: (562) 733-2498
Fax: (562) 733-2498

Attorneys for Plaintiffs

FILED
Superior Court of California
County of Los Angeles
11/21/2023

David W. Slayton, Executive Officer / Clerk of Court

By: M. Tavakoli Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

DARLENE GRAY, individually, and as a
representative of other aggrieved
employees,

Plaintiff,

vs.

HYATT CORPORATION (dba Hyatt
Regency). a Corporation, and DOES 1
through 250, inclusive,

Defendants.

Case No.: 23STCV02437

[Assigned for all purposes to Hon. Kenneth
Freeman, Department 14]

**FIRST AMENDED CLASS ACTION
COMPLAINT**

- (1) Violation of California Labor Code §§ 510, 1194, 1198 (Unpaid Overtime and Double-time Wages);
- (2) Violation of California Labor Code §§ 226(a) and 1174 (Non-compliant Wage Statements);
- (3) Violation of California Labor Code §§ 201-203 (Failure to Pay All Wages and on a Timely Basis);
- (4) Violation of Labor Code §226.7, 512(a) (Unpaid Meal Period Premiums);
- (5) Violation of Labor Code §226.7 (Unpaid Rest Period Premiums)
- (6) Violation of California Business & Professions Code §§ 17200, et seq.
- (7) Violation of Labor Code §2698 et seq.

1 Plaintiff Darlene Gray (“Plaintiff”) individually, and as a representative of other
2 aggrieved employees, allege as follows:

3 4 **INTRODUCTION**

5 1. This is an action brought by the Plaintiff, pursuant to California statutory,
6 decisional, and regulatory laws. Plaintiff was an employee of Defendant HYATT
7 CORPORATION (“HYATT”) at all times herein mentioned.

8 2. Plaintiff alleges that California statutory, decisional and regulatory laws prohibit
9 the conduct by Defendants herein alleged, and therefore Plaintiff has an entitlement to monetary
10 relief on the basis that Defendants violated such statutes, decisional law and regulations.

11 12 **JURISDICTION AND VENUE**

13 3. This Court has jurisdiction over this action pursuant to the California
14 Constitution, Article VI, § 10, which grants the Superior Court “original jurisdiction in all
15 causes except those given by statute to other courts.” The statutes under which this action is
16 brought do not specify any other basis for jurisdiction.

17 4. This Court has jurisdiction over all Defendants because, upon information and
18 belief, each party is either a citizen of California, has sufficient minimum contacts in California,
19 or otherwise intentionally avails itself of the California market so as to render the exercise of
20 jurisdiction over it by the California courts consistent with traditional notions of fair play and
21 substantial justice.

22 5. Venue is proper in this Court because, upon information and belief, one or
23 more of the named Defendants reside, transact business, or have offices in this county and the
24 acts and omissions alleged herein took place in this county.

25 6. Venue is proper in this Court pursuant to § 395(a) of the California Code of Civil
26 Procedure, because many of the acts and omissions giving rise to the causes of action stated
27 herein occurred or arose in the County of Los Angeles, State of California.

THE PARTIES

7. Plaintiff was at all relevant times a citizen of the State of California. Plaintiff worked for Defendant as a housekeeper, which is an hourly, non-exempt position. She meets the definition of a "hotel employee" under Chapter 5.49 of the Long Beach Municipal Code.

8. Plaintiff reserves his right to seek leave to amend this complaint to add new plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Salsa v. American Savings and Loan Association*, 5 Cal. 3d 864, 872 (1971), and other applicable law.

9. Defendant was and is, upon information and belief, a corporation, with substantial contacts with the State of California, including operating dozens of hotels. At all times hereinafter mentioned, Defendant was an employer whose employees are engaged throughout this county, and the State of California.

10. Plaintiffs do not know the true names or capacities of the persons or entities sued herein as DOES 1 through 250, inclusive, and therefore, sues said Defendants by such fictitious names. Each of the DOE Defendants was in some manner legally responsible for the violations alleged herein. Plaintiffs will amend this complaint to set forth the true names and capacities of these Defendants when they have been ascertained, together with appropriate charging allegations, as may be necessary.

11. At all times mentioned herein, the Defendants named as DOES 1 through 250, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured Plaintiff and aggrieved employees in the State of California.

12. At all times mentioned herein, each Defendant was the agent, servant, joint employer, alter ego, parent, subsidiary or employee of the other Defendants and in acting and omitting to act as alleged herein did so within the course and scope of that agency or employment.

13. Defendant HYATT and DOES 1 through 250 are collectively referred to herein as "Defendants."

14. Plaintiffs are informed and believe that Defendants currently employ, and during the Class period have employed at least one hundred employees in the State of

California in non-exempt and/or hourly positions.

FACTUAL ALLEGATIONS

15. Defendant is involved in the hospitality business and operates two hotels in the City of Long Beach: the Hyatt Regency and the Hyatt Centric at the Pike. HYATT hires hourly hotel employees to assist in connection with the operation of the hotels.

16. In November of 2018, the City of Long Beach passed a new Chapter, 5.49, in the Long Beach Municipal Code, which sets forth certain labor rights of hotel workers. In particular, the Ordinance states as follows:

“A hotel employer shall not require a room cleaner to clean rooms amounting to more than 4,000 square feet of floor space, or more than the maximum floor space otherwise specified in this Section, in any one, eight-hour workday **unless the hotel employer pays the room cleaner twice his or her regular rate of pay for all hours worked by the room cleaner during the workday.** If a room cleaner works fewer than eight hours in a workday, the maximum floor space shall be reduced on a pro-rated basis. When a room cleaner during a workday is assigned to clean any combination of seven or more checkout rooms or additional bed-rooms, the maximum floorspace to be cleaned shall be reduced by 50 square feet for each such checkout or additional bed room over 6. The limitations contained herein apply to any combination of spaces, including guest rooms and suites, meeting rooms or hospitality rooms, and apply regardless of the furniture, equipment or amenities in any rooms.

17. The HYATT failed to follow the dictates of the Ordinance and did not pay double the regular rate of pay when applicable, up until the last 6 months or so, when there was at least partial compliance. Moreover, no effort was made to retroactively pay the

workers once the underpayment was clearly identified, evidencing wilfulness.

18. As a result of these underpayments, the base rate of pay was routinely underpaid to all the room cleaners, which meant that the overtime rate was also underpaid. Moreover, the sick time rate, which is based on the regular rate of pay, was also underpaid. The same is true of the Covid-pay rate for employees who missed work as a result of a covid infection or due to quarantine requirements of the HYATT or the CDC.

19. Moreover, these wage underpayments resulted in lower worker's compensation expenses, lower unemployment benefits, lower employer payroll and social security contributions, and a variety of other benefits that gave Hyatt a competitive edge over other Long Beach hotels who played by the rules. Plaintiff seeks to disgorge these profits through Business & Professions Code §17200.

20. Additionally, the paystubs that were issued failed to indicate the correct hourly rates, the correct overtime rates and the correct sick time rates. This was partially due to HYATT rounding employee time to the nearest quarter hour, rather than paying pursuant to the exact time punches that it had in its system.

21. HYATT also pays its employees certain bonuses for restocking refrigerators and for "buying" rooms to clean that are over and above the assignment for the day. Those wages, however, are not counted towards the regular rate calculation for overtime and sick time, resulting in additional wage underpayments.

22. HYATT'S union also acted in conflict with non-negotiable rights when it consented to automatic deductions of "lunches" from the wages of its employees. HYATT also deducts for parking expenses for employees who are forced by circumstances to park on the property. These deductions violate Labor Code §224.

23. Moreover, the failure to pay all wages due results in the routine late payment of wages, in violation of Labor Code §204 and 210, leading to substantial civil and statutory penalties under those statutes. With regard to former employees, there were routine violations of Labor Code §201-203, since all wages were not paid out promptly upon separation.

24. Plaintiff is informed and believes the union knew about these wage underpayments but failed to take action to protect its employees.

25. For portions of the class period, HYATT did not have compliant meal and rest period policies, and did not pay meal or rest period premiums when they were required under the law. Plaintiff and other aggrieved employees and class members routinely worked shifts in excess of 10 hours with no second meal period, even when the total shift exceeded 12 hours.

26. Moreover, HYATT failed to provide the appropriate number of rest periods during many shifts, and made no effort to arrange them in the middle of 4-hour work periods, even when practicable.

27. The Defendant's failure to include the correct regular rate in pay statements or include owed meal and rest period premiums caused inaccurate paystubs to be produced and deprived plaintiff of the ability to easily determine whether she was being paid correctly, causing damage and extensive efforts by his counsel to determine these issues.

CLASS ACTION ALLEGATIONS

28. Plaintiff brings this action individually, as well as on behalf of each and all other persons similarly situated in a concerted effort to improve wages and working conditions for other non-exempt and/or hourly employees, and thus seeks class certification under Code of Civil Procedure § 382.

29. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

30. The proposed Class consists of and is defined as:

All current and former City of Long Beach hotel employees of Defendant, including any temporary employees assigned by agencies, who worked in non-exempt positions during the 4 years preceding the filing of this Complaint. The proposed sub-classes consist of and are defined as:

OVERTIME and DOUBLETIME SUB-CLASS: All members of the Class who were not paid accurate overtime compensation for all hours worked in excess of eight hours per day and/or forty hours per week, or were not paid double-time in compliance with

the Cit of Long Beach ordinance described above.

MEAL AND REST SUB-CLASS: All members of the Class who were denied meal and rest period premiums when they were entitled to them under the meal and rest period laws.

WAITING TIME SUB-CLASS: All members of the Class who, at any time after the date three years prior to the filing of this Complaint, separated their employment from Defendants and were not paid wages within the times specified by California Labor Code §§ 201-203 and are owed restitution for waiting time penalties deriving from wages.

31. Plaintiff reserves the right to establish additional sub-classes as appropriate.
32. At all material times, Plaintiff was a member of the Class.
33. There is a well-defined community of interest in the litigation and the Class is

readily ascertainable:

- (a) Numerosity: The members of the class (and each subclass) are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than one hundred (100) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.
- (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom there is a shared, well-defined community of interest. Plaintiff's claims (or defenses, if any) are typical of all Class members' as demonstrated herein.
- (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each Class member with whom there is a shared, well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges that Plaintiff has an obligation to make known to the Court any relationship, conflicts or

1 differences with any Class member. Plaintiff's attorneys, the proposed
2 Class counsel, are versed in the rules governing class action discovery,
3 certification, and settlement.

4 (d) Superiority: The nature of this action makes the use of class action
5 adjudication superior to other methods. Class action will achieve
6 economies of time, effort, and expense as compared with separate
7 lawsuits, and will avoid inconsistent outcomes because the same issues
8 can be adjudicated in the same manner and at the same time for the
9 entire class.

10 (e) Public Policy Considerations: Employers in the State of California
11 violate employment and labor laws every day. Current employees are
12 often afraid to assert their rights out of fear of direct or indirect
13 retaliation. Former employees are fearful of bringing actions because
14 they believe their former employers might damage their future
15 endeavors through negative references and/or other means. Class
16 actions provide the Class members who are not named in the complaint
17 with a type of anonymity that allows for the vindication of their rights at
18 the same time as their privacy is protected.

19 34. There are common questions of law and fact as to the Class (and each subclass)
20 that predominate over questions affecting only individual members, including but not limited
21 to:

22 (a) Whether Defendants' failure to pay double-time and overtime wages,
23 without abatement or reduction, in accordance with the California Labor Code and the
24 Long Beach City Ordinance, was willful;

25 (b) Whether Defendants' timekeeping system and policies failed to record
26 all hours worked by Plaintiffs and Class members;

27 (c) Whether Defendants owe Plaintiffs and Class members overtime pay for
28 work over eight hours per day and/or over forty hours per week;

- (d) Whether Defendants' conduct was willful or reckless;
- (e) Whether Defendants violated California Labor Code § 226 by failing to timely furnish Plaintiff and Class members with accurate wage statements or appropriate meal and rest periods;
- (f) Whether Defendants failed to timely pay all wages due to Plaintiff and Class members upon their discharge or resignation;
- (g) Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code § 17200, et seq.; and
- (h) The appropriate amount of damages, restitution, or monetary penalties resulting from Defendants' violations of California law.

FIRST CAUSE OF ACTION

Violation of California Labor Code §§ 510—Unpaid Overtime and Double-time

(By the Plaintiff and Class against All Defendants)

35. Plaintiff incorporates all paragraphs above as though fully set forth herein.

36. Long Beach City Ordinance Chapter 5.49 requires payment of double-time to hotel workers who clean rooms based on certain square footage and other requirements outlined above. HYATT failed to abide by these requirements, resulting in the underpayment of double-time, overtime and sick time. Moreover, the regular rate of pay was calculated incorrectly for both over time, double-time and sick pay, leading to further wage underpayments

37. At all times relevant hereto, Defendants failed to pay Plaintiff and Class members accurate overtime compensation for the hours they have worked in excess of the maximum hours permissible by law as required by California Labor Code § 510 and 1198 as described in more detail above. The overtime rate was repeatedly miscalculated, as well as the double-time rate.

38. By virtue of Defendants' unlawful failure to pay additional, premium rate compensation to Plaintiff and Class members for their overtime hours worked, as well as

1 encouraging and failing to compensate for "off the clock work," Plaintiff and Class members
2 have suffered, and will continue to suffer, damages in amounts which are presently unknown
3 to them but which exceed the jurisdictional limits of this Court and which will be ascertained
4 according to proof at trial.

5 39. Plaintiff and Class request statutory damages of \$50 for each day on which a
6 violation occurred for each employee, and further requests treble damages based on the
7 wilfulness of the conduct.

8 40. Plaintiff and Class members request recovery of overtime compensation
9 according to proof, interest, attorney's fees and costs pursuant to California Labor Code §
10 1194(a), liquidated damages under Labor Code §1194.2, as well as the assessment of any
11 statutory penalties against Defendants, in a sum as provided by the California Labor Code
12 and/or other statutes. Further, Plaintiff and Class members are entitled to seek and recover
13 reasonable attorneys' fees and costs pursuant to California Labor Code § 1194.

14 15 **SECOND CAUSE OF ACTION**

16 **Violation of California Labor Code §§ 226(a)—**

17 **Non-compliant Wage Statements**

18 **(By the Plaintiff and Class and against all Defendants)**

19 41. Plaintiff incorporates all paragraphs above as though fully set forth herein.

20 42. At all material times set forth herein, California Labor Code § 226(a) provides
21 that every employer shall furnish each of his or her employees an accurate itemized wage
22 statement in writing showing nine pieces of information, including: (1) gross wages earned,
23 (2) total hours worked by the employee, (3) the number of piece-rate units earned and any
24 applicable piece rate if the employee is paid on a piece-rate basis. (4) all deductions, provided
25 that all deductions made on written orders of the employee may be aggregated and shown as
26 one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee
27 is paid, (7) the name of the employee and the last four digits of his or her social security
28 number or an employee identification number other than a social security number, (8) the

1 name and address of the legal entity that is the employer, and (9) all applicable hourly rates
2 in effect during the pay period and the corresponding number of hours worked at each hourly
3 rate by the employee.

4 43. Defendants have intentionally and willfully failed to provide employees with
5 complete and accurate wage statements. The deficiencies include, among other things, the
6 failure to correctly identify the total gross wages earned by Plaintiff and Class members; the
7 correct deductions; meal and rest break premiums; and the overtime hours worked by
8 Plaintiff and Class members.

9 44. In particular, the Hyatt rounds hours worked but does not do so in an even-
10 handed manner, resulting, over the course of time, in substantial wage theft.

11 45. As a result of Defendants' violation of California Labor Code §§ 226(a) and
12 1174, Plaintiff and Class members have suffered injury and damage to their statutorily-
13 protected rights.

14 46. Specifically Plaintiff and Class members have been injured by Defendants'
15 intentional violation of California Labor Code § 226(a) because they were denied both their
16 legal right to receive, and their protected interest in receiving, accurate, itemized wage
17 statements under California Labor Code § 226(a).

18 47. Plaintiff was also injured as a result of having to bring this action to attempt to
19 obtain correct wage information following Defendants' refusal to comply with many of the
20 mandates of California's Labor Code and related laws and regulations.

21 48. Plaintiff and Class members are entitled to recover from Defendants the greater
22 of their actual damages caused by Defendants' failure to comply with California Labor Code §
23 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

24 49. Plaintiff and Class members are also entitled to injunctive relief to ensure
25 compliance with this section, pursuant to California Labor Code § 226(g).

26 //

27 //

28 //

THIRD CAUSE OF ACTION

Violation of California Labor Code §§ 201-203—

Failure to Pay All Wages and on a Timely Basis

(By the Plaintiff and Class and against all Defendants)

50. Plaintiff incorporates all paragraphs above as though fully set forth herein.

51. As alleged herein, Plaintiff and Class members did not receive double-time, sick time, overtime and regular wages during their employment and at the time of termination, as applicable. The shaving of minutes through rounding resulted in further wage underpayments that were not paid upon separation.

52. At all relevant times herein and as alleged herein, Defendants failed to pay to Plaintiff and Class members all wages by the times required by law in that the time periods set forth by California Labor Code § 204 regarding the time of wage payments were not adhered to and all regular wages were not paid.

53. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

54. During the relevant time period, Defendants willfully failed to pay Plaintiff and Class members who are no longer employed by Defendants their wages, earned and unpaid, either at the time of discharge, or within 72 hours of their leaving Defendants' employ.

55. Plaintiff's and Class members' final paychecks did not include all wages, including overtime wages, owed to Plaintiff and Class members.

56. Defendants' failure to pay Plaintiff and those Class members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge is in violation of California Labor Code §§ 201 and 202.

57. California Labor Code § 203 provides that if an employer willfully fails to pay

1 wages owed, in accordance with §§ 201 and 202, then the wages of the employee shall
2 continue as a penalty from the due date, and at the same rate until paid or until an action is
3 commenced; but the wages shall not continue for more than thirty days.

4 58. Plaintiffs and Class members are entitled to recover from Defendants their
5 additionally accruing wages for each day they were not paid, at their regular hourly rate of
6 pay, up to thirty days maximum pursuant to California Labor Code § 203.

7 59. Plaintiffs and Class members seek to recover the unpaid balance of the full
8 amount of the unpaid regular wages and interest thereon, reasonable attorneys' fees and costs
9 of the suit to the fullest extent permissible including those permitted pursuant to the California
10 Labor Code §§ 203, 218.5, 218.6 and Code of Civil Procedure § 1021.5.

11
12 **FOURTH CAUSE OF ACTION**

13 **Violation of California Labor Code §§ 226.7 and 512(a)—Unpaid Meal Period Premiums**
14 **(By the Plaintiff and Class and against all Defendants)**

15
16 60. Plaintiff incorporates all paragraphs above as though fully set forth herein.

17 61. The applicable IWC Wage Order and California Labor Code §§ 226.7 and
18 512(a) were applicable to Plaintiff's employment by Defendants.

19 62. California Labor Code § 226.7 provides that no employer shall require an
20 employee to work during any meal period mandated by an applicable order of the California
21 IWC.

22 63. The applicable IWC Wage Order and California Labor Code § 512(a) provide
23 that an employer may not require, cause or permit an employee to work for a period of more
24 than five hours per day without providing the employee with an uninterrupted meal period of
25 not less than thirty minutes, except that if the total work period per day of the employee is
26 not more than six hours, the meal period may be waived by mutual consent of both the
27 employer and the employee.

28 64. Plaintiff and Class members were required to work for periods longer than five

1 hours without an uninterrupted meal period of not less than thirty minutes. Plaintiff and Class
2 members were also provided short meal periods, and meal periods that were interrupted and
3 not “duty free.” Plaintiff and Class members were not authorized or permitted lawful meal
4 periods, and were not provided with one hour’s wages in lieu thereof in violation of, among
5 others, California Labor Code §§ 226.7, 512, and applicable IWC Wage Orders.

6 65. Defendants willfully required Plaintiff and Class members to work during meal
7 periods and failed to compensate Plaintiff and Class members for work performed during
8 meal periods.

9 66. Defendants failed to pay Plaintiff and Class members the full meal period
10 premium due pursuant to California Labor Code § 226.7.

11 67. Defendants’ conduct violates the applicable IWC Wage Orders and California
12 Labor Code §§ 226.7 and 512(a).

13 68. Pursuant to the applicable IWC Wage Order and California Labor Code §
14 226.7(b), Plaintiff and Class members are entitled to recover from Defendants one additional
15 hour of pay at the employee’s regular hourly rate of compensation for each work day that the
16 meal period was not provided.

17 **FIFTH CAUSE OF ACTION**

18 **Violation of California Labor Code § 226.7—Unpaid Rest Period Premiums**

19 **(By the Plaintiff and Class and against all Defendants)**

20 69. Plaintiff incorporates all paragraphs above as though fully set forth herein.

21 70. The applicable IWC Wage Order and California Labor Code § 226.7 were
22 applicable to Plaintiff’s employment by Defendants.

23 71. California Labor Code § 226.7 provides that no employer shall require an
24 employee to work during any rest period mandated by an applicable order of the California
25 IWC.

26 72. The applicable IWC Wage Order provides that “[e]very employer shall
27 authorize and permit all employees to take rest periods, which insofar as practicable shall be
28

1 in the middle of each work period” and that the “rest period time shall be based on the total
2 hours worked daily at the rate of ten minutes net rest time per four hours or major fraction
3 thereof” unless the total daily work time is less than three and one-half hours.

4 73. Defendants required Plaintiff and Class members to work four or more hours
5 without authorizing or permitting a ten minute rest period per each four hour period worked.

6 74. Defendants willfully required Plaintiff and Class members to work during rest
7 periods and failed to compensate Plaintiff for work performed during rest periods.

8 75. Defendants failed to pay Plaintiff and Class members the full rest period
9 premium due pursuant to California Labor Code § 226.7.

10 76. Defendants’ conduct violates the applicable IWC Wage Orders and California
11 Labor Code § 226.7.

12 77. Pursuant to the applicable IWC Wage Order and California Labor Code §
13 226.7(b), Plaintiff and Class members are entitled to recover from Defendants one additional
14 hour of pay at the employee’s regular hourly rate of compensation for each work day that the
15 rest period was not provided.

16 **SIXTH CAUSE OF ACTION**

17 **Violation of California Business & Professions Code § 17200, et seq.**

18 **(By the Plaintiff and Class and against all Defendants)**

19 78. Plaintiffs incorporates all paragraphs above as though fully set forth herein.

20 79. Defendants, and each of them, are “persons” as defined under Business &
21 Professions Code § 17021.

22 80. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,
23 unlawful, and harmful to Plaintiffs, Class members, and to the general public. Plaintiffs seek
24 to enforce important rights affecting the public interest within the meaning of Code of Civil
25 Procedure § 1021.5.

26 81. Defendants’ activities, as alleged herein, are violations of California law, and
27 constitute unlawful business acts and practices in violation of California Business &
28

Professions Code § 17200, et seq.

82. A violation of California Business & Professions Code § 17200, et seq. may be predicated on the violation of any state or federal law. All of the acts described herein as violations of, among other things, the California Labor Code and IWC Wage Orders, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of California Business and Professions Code § 17200, et seq.

Failing to Pay Prevailing/Minimum Wages/Overtime

83. Defendants' failure to pay prevailing wage and overtime compensation and other benefits in violation of California Labor Code §§ 510 and 1198 constitutes unlawful and/or unfair activity prohibited by Business and Professions Code § 17200, et seq.

Failing to Timely Pay Wages Upon Termination

84. Defendants' failure to timely pay wages upon termination in accordance with California Labor Code §§ 201 and 202, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business and Professions Code § 17200, et seq.

Failing to Provide Accurate Itemized Wage Statements

85. Defendants' failure to provide accurate itemized wage statements in accordance with California Labor Code § 226, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business and Professions Code § 17200, et seq.

Failing to Accurately Record Hours Worked

86. Defendants' failure to accurately record working hours, including the beginning and end of a meal period in accordance with California Labor Code § 558, 1174, and 1198, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business and Professions Code § 17200, et seq.

87. By and through their unfair, unlawful and/or fraudulent business practices described herein, Defendants have obtained valuable property, money and services from Plaintiffs, and all persons similarly situated, and have deprived Plaintiff, and all persons similarly situated, of valuable rights and benefits guaranteed by law, all to their detriment.

1 88. Plaintiff and Class members suffered monetary injury as a direct result of
2 Defendants' wrongful conduct.

3 89. Plaintiff, individually, and on behalf of Class members, are entitled to, and do,
4 seek such relief as may be necessary to disgorge the profits which the Defendants have
5 acquired, or of which Plaintiffs have been deprived, by means of the above-described unfair,
6 unlawful and/or fraudulent business practices. Plaintiffs and Class members are not obligated
7 to establish individual knowledge of the unfair practices of Defendants in order to recover
8 restitution.

9 90. Plaintiff, individually, and on behalf of Class members, are further entitled to
10 and do seek a declaration that the above described business practices are unfair, unlawful
11 and/or fraudulent, and injunctive relief restraining the Defendants, and each of them, from
12 engaging in any of the above-described unfair, unlawful and/or fraudulent business practices
13 in the future.

14 91. Plaintiff, individually, and on behalf of Class members, have no plain, speedy,
15 and/or adequate remedy at law to redress the injuries which they has suffered as a
16 consequence of Defendants' unfair, unlawful and/or fraudulent business practices. As a result
17 of the unfair, unlawful and/or fraudulent business practices described above, Plaintiff,
18 individually, and on behalf of Class members, have suffered and will continue to suffer
19 irreparable harm unless Defendants, and each of them, are restrained from continuing to
20 engage in said unfair, unlawful and/or fraudulent business practices.

21 92. Pursuant to California Business & Professions Code § 17200, et seq., Plaintiff
22 and Class members are entitled to restitution of the wages withheld and retained by
23 Defendants during a period that commences four years prior to the filing of this complaint; a
24 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and
25 Class members, disgorgement of profits obtained through payroll tax and worker's
26 compensation fraud; an award of attorneys' fees pursuant to California Code of Civil
27 Procedure § 1021.5 and other applicable laws; and an award of costs.

28 //

SEVENTH CAUSE OF ACTION

Violation of California Labor Code §§ 2698, et seq. ("PAGA")

(By the Plaintiff and Aggrieved Employees and against all Defendants)

93. Plaintiffs incorporate all paragraphs above as though fully set forth herein.

94. California Labor Code §§ 2698, et seq. ("PAGA") permits Plaintiffs to recover civil penalties for the violation(s) of the California Labor Code section enumerated in California Labor Code § 2699.5.

95. At all times herein set forth, PAGA was applicable to Plaintiff's employment by Defendants.

96. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty to be assessed and collected by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself and other current or former employees pursuant to procedures outlined in California Labor Code § 2699.3.

97. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved employee," who is any person that was employed by the alleged violator and against whom one or more of the alleged violations was committed.

98. Plaintiff was employed by Defendant and the alleged violations were committed against them during their time of employment and they are, therefore, aggrieved employees. Plaintiffs and other employees are aggrieved employees as defined by California Labor Code § 2699(c) in that they are all current or former employees of Defendants who are or were employed by Defendants, and one or more of the alleged violations were committed against them, as described in more detail above.

99. Pursuant to California Labor Code §§ 2699.3 and 2699.5, an aggrieved employee, including Plaintiff, may pursue a civil action arising under PAGA after the following requirements have been met:

The aggrieved employee shall give written notice by filing online ("Employee's

Notice”) to the LWDA and providing written notice by certified mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

- (a) The LWDA shall provide notice (“LWDA Notice”) to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violation within sixty calendar days of the postmark date of the Employee’s Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code § 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

100. On August 10, 2023, Plaintiff submitted to the LWDA online as well as provided written notice by certified mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

101. Plaintiff satisfied the administrative prerequisites under California Labor Code § 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies, for violations of California Labor Code §§ 201, 202, 203, 204, 206, 210, 226(a), 226.3, 226.7 510, 512(a), 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, and 1198, as well as Section VII of the Wage Order regarding recordkeeping obligations for hours worked.

102. Defendants’ conduct, as alleged herein, violates numerous sections of the California Labor Code including but not limited to the following:

- (a) Violation of California Labor Code §§ 510 and 1198 for Defendants’ failure to compensate Plaintiff and other aggrieved employees with all required overtime pay as herein alleged. In addition, a violation of 29 USC Section 207 et seq., which provides for overtime wages under

Federal Law. These underpaid wages were late, in violation of Labor Code Section 204, late at termination in violation of Labor Code 201 and 202, and are subject to civil penalties due to the underlying underpayment under Labor Code Section 558.

(b) Violation of California Labor Code § 201, 202 and 203 for failure to timely pay all wages owed upon termination as herein alleged.

(c) Violation of California Labor Code § 226(a) and 226.3 for failing to provide wage statements which accurately show the total number of hours worked and gross wages earned, and the correct hourly rates in effect, as well as failing to include some wages on the paystub at all.

(d) Violation of Labor Code §226.7 and §512 for failure to pay meal and rest premiums, and §2802 for failure to reimburse for business expenses.

103. Pursuant to California Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff and all other aggrieved employees are entitled to recover civil penalties against Defendants, in addition to other remedies, for violations of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.3, 226.7, 510, 512(a), 551, 552, 558, 1174, 1182.12, 1194, 1197, 1198.

104. Further Plaintiff is entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code § 2699 and any other applicable statute.

PRAYER FOR RELIEF

Plaintiff, individually, and on behalf of all others similarly situated, pray for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action;
2. That Plaintiff be appointed as the representatives of the Class; and,
3. That counsel for Plaintiff be appointed as Class Counsel.

(a) That the Court declare, adjudge and decree that Defendants

violated California Labor Code §§ 510 and 1198, and applicable IWC Wage Orders by wilfully failing to pay all overtime wages and prevailing wages due to Plaintiff and Class members;

(b) For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

(c) For pre-judgment interest on any unpaid overtime and double-time compensation commencing from the date such amounts were due;

(d) For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,

(e) For such other and further relief as the Court may deem equitable and appropriate.

4. For statutory penalties and liquidated damages under Labor Code 1194.2;

(a) For reasonable attorneys' fees and for costs of suit incurred herein; and for such other and further relief as the Court may deem equitable and appropriate.

(b) That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders as to Plaintiff and Class members, and wilfully failed to provide accurate itemized wage statements thereto;

(c) For all actual, consequential and incidental losses and damages, according to proof;

5. For statutory penalties pursuant to California Labor Code § 226(e);

(a) For injunctive relief to ensure compliance with this section, pursuant to California Labor Code § 226(g); and,

(b) For such other and further relief as the Court may deem equitable and appropriate.

- (c) That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 201, 202, and 203 by wilfully failing to pay all compensation owed at the time of termination of the employment of Plaintiff and other terminated Class members;
- (d) For all actual, consequential and incidental losses and damages, according to proof;
- (e) For statutory wage penalties pursuant to California Labor Code § 203 for all Class members who have left Defendants' employ;
- (f) For pre-judgment interest on any unpaid wages from the date such amounts were due; and,
- (g) For such other and further relief as the Court may deem equitable and appropriate.
- (h) That the Court declare, adjudge and decree that Defendants violated the following California Labor Code §§ 510 and 1198 (by failing to provide Plaintiff and Class members all overtime compensation);
- (i) dollars (\$100) for each violation per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved
- (j) That the Court declare, adjudge and decree that Defendants violated California Business and Professions Code §§ 17200, et seq. by failing to provide Plaintiffs and Class members all overtime compensation due to them; by failing to provide all meal and rest periods and failing to pay for all missed meal and rest periods; by failing to pay timely and earned wages upon termination; and by failing to provide accurate itemized wage statements;
- (k) For restitution of unpaid wages to Plaintiffs and all Class members and prejudgment interest from the day such amounts

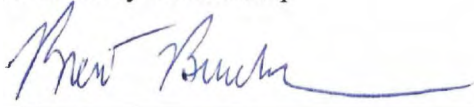
were due and payable;

- (l) For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code §§ 17200 et seq.;
- (m) For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure § 1021.5;
- (n) For injunctive relief to ensure compliance with this section, including amending company practices and policies, pursuant to California Business & Professions Code § 17200, et seq.; and,
- (o) For such other and further relief as the Court may deem equitable and appropriate.

Respectfully Submitted,

Dated: November 17, 2023

THE LAW OFFICES OF BUCHSBAUM & HAAG
Limited Liability Partnership

By 
Brent S. Buchsbaum, Attorneys for Plaintiffs

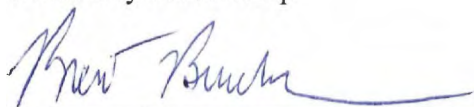
DEMAND FOR JURY TRIAL

Plaintiff hereby respectfully demands a jury trial.

Respectfully Submitted,

Dated: November 17, 2023

THE LAW OFFICES OF BUCHSBAUM & HAAG
Limited Liability Partnership

By 
Brent S. Buchsbaum, Attorneys for Plaintiffs

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 100 Oceangate, Suite 1200, Long Beach, California 90802.

On November 17, 2023, I served the foregoing document described as:

FIRST AMENDED CLASS ACTION COMPLAINT

The true copies thereof were enclosed in a sealed envelope and addressed as follows:

Counsel for Defendants, Hyatt Corporation and Hyatt Regency Long Beach

KEITH D. GROSSMAN

HIRSCHFELD KRAEMER, LLP

233 Wilshire Blvd., Suite 600
Santa Monica, California 90401

Tel : (310) 255-0705

Email : kgrossman@hkemploymentlaw.com

HIEU T. WILLIAMS

MICHELLE C. FREEMAN

HIRSCHFELD KRAEMER, LLP

465 Montgomery Street, Suite 2200
San Francisco, California 94104

Tel : (415) 835-9000

Email : hwilliams@hkemploymentlaw.com
mfreeman@hkemploymentlaw.com

Counsel for Plaintiffs, Michelle Bain and Carmen Luna

LAUREN TEUKOLSKY

TEUKOLSKY LAW, APC

595 E. Colorado Blvd., Suite 418
Pasadena, California 91101

Tel : (626) 522-8982

Email : lauren@teuklaw.com

BY U.S. MAIL: By placing a true copy thereof enclosed in a sealed envelope(s) addressed as above, and placing each for collection and mailing on that date following ordinary business practices. I am “readily familiar” with this business’ practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in ordinary course of business with the U.S. Postal Service in Long Beach, California, in a sealed envelope with postage fully prepaid.

1 **BY OVERNIGHT DELIVERY:** I enclosed the document(s) in an envelope or package
2 provided by an overnight delivery carrier and addressed as above. I placed the envelope or
3 package for collection and overnight delivery at an office or a regularly utilized drop box of the
overnight delivery carrier.

4 **BY PERSONAL SERVICE:** I caused such envelope(s) to be delivered by hand to the
5 office(s) of the addressee(s). (C.C.P. Section 1011)

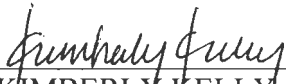
6 **BY FACSIMILE:** Based on an agreement of the parties to accept service by fax
7 transmission, I faxed the document(s) to the person(s) at the fax number(s) listed above. The
8 sending facsimile machine issued a transmission report confirming that the transmission was
complete and without error.

9 XX **BY E-MAIL OR ELECTRONIC TRANSMISSION:** Based on a court order or an
10 agreement of the parties to accept service by e-mail or electronic transmission, I caused the
11 document(s) to be sent from ***kim@buchsbaumhaag.com*** to the person(s) at the e-mail
address(es) listed above.

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

13 I declare that I am employed in the office of a member of the bar of this court at whose
14 direction the service was made.

15 Executed, November 17, 2023, at Long Beach, California.

16 
17 _____

18 KIMBERLY KELLY, Declarant
19
20
21
22
23
24
25
26
27
28