



March 16, 2026

NOTICE VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency (LWDA)
Attn: PAGA Administrator
<https://dir.tfaforms.net/308>

VIA U.S. CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

TC California Hospitality LLC
c/o CSC – Lawyers Incorporating Service, Agent
2710 Gateway Oaks Drive, #150-N
Sacramento, CA 95833

**Re: Maria De Jesus Ortega Laguna/TC California Hospitality LLC
Private Attorneys General Act**

To Whom It May Concern:

Pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.* (“PAGA”), Ms. Maria De Jesus Ortega Laguna (hereafter “Ortega”) provides notice on behalf of herself and of all individuals currently and formerly employed in California as non-exempt or hourly paid employees (hereafter the “Aggrieved Employees”), by TC California Hospitality LLC (hereafter collectively “TC CALIFORNIA HOSPITALITY”) of violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1198, and 2802. On behalf of herself and all other Aggrieved Employees, Ortega hereby provides this notice to the Labor & Workforce Development Agency and TC CALIFORNIA HOSPITALITY and its agents and representatives.

At all relevant times, TC CALIFORNIA HOSPITALITY has employed persons, conducted business, and engaged in illegal payroll practices and policies, throughout California. Ortega and the Aggrieved Employees are “employees” within the meaning of Wage Order 5-2001 (hereafter “the Wage Order”) § 2, subdivision (F) and “Aggrieved Employees” within the meaning of Labor Code § 2699, subdivision (c).

STATEMENT OF FACTS

TC CALIFORNIA HOSPITALITY first began to employ Ortega on or around July 3, 2025 at its Town & Country Resort located at 500 Hotel Cir N, San Diego, CA 92108. TC CALIFORNIA HOSPITALITY continuously employed Ortega in that capacity until on or about late October 2025

when her employment ended. During her employment, Ortega generally worked five days a week from approximately 2:00 p.m. to 10:30 p.m.

At all relevant times, TC CALIFORNIA HOSPITALITY issued wages to Ortega and all of the other Aggrieved Employees on a biweekly basis and paid them by the hour. At all relevant times, TC CALIFORNIA HOSPITALITY classified Ortega and all of the other Aggrieved Employees as non-exempt employees entitled to the protections of the Labor Code and the Wage Order. TC CALIFORNIA HOSPITALITY employed Ortega and all of the Aggrieved Employees more than six, eight, ten, and twelve hours per day. Ortega's latest rate of pay was approximately \$20.35 per hour.

TC CALIFORNIA HOSPITALITY failed to pay Ortega and the other Aggrieved Employees for all time worked or subject to its control. To the extent employees such as Ortega and others worked through their meal periods and those meal periods were interrupted, they were not compensated for that time, which would be akin to a minimum wage violation. Furthermore, TC CALIFORNIA HOSPITALITY management, including Assistant Supervisor, [REDACTED] and Manager, [REDACTED] would text/call Ortega and the other Aggrieved Employees about work-related matters before they had clocked in for the start of their shifts or after they had clocked out at the end of their shifts.

Due to the above "off the clock" violations, TC CALIFORNIA HOSPITALITY failed to pay Ortega and the Aggrieved Employees properly-calculated overtime wages. The Aggrieved Employees' actual work hours, which included the "off the clock" work as described above, entitled them to overtime, however, it was not company policy to keep accurate track of all hours worked and to pay employees the accurate amount of overtime, especially since the "off the clock" work was not factored into the equation. Furthermore, any incentive payments and/or bonus payments were not factored into employees' regular rate of pay for purposes of deciphering the correct overtime rate of pay. In addition, any bonus and/or incentive payments were not factored into the correct meal and rest break premium pay per *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 863.

TC CALIFORNIA HOSPITALITY failed to provide all compliant meal periods and authorize and permit all compliant rest periods to which Ortega and the other Aggrieved Employees were entitled. TC CALIFORNIA HOSPITALITY management informed Ortega that rest breaks were optional. Due to the workload, Ortega frequently missed rest breaks and rarely took both rest breaks in a single workday. Additionally, when Ortega attempted to take her meal periods, TC CALIFORNIA HOSPITALITY management and staff – including Assistant Supervisor [REDACTED], Supervisor [REDACTED] and Manager [REDACTED] – regularly interrupted her with additional work assignments or work-related questions by contacting her through the walkie-talkie radio. On information and belief, TC CALIFORNIA HOSPITALITY did not provide premium wages for these meal and rest break violations; if TC CALIFORNIA HOSPITALITY did provide premium wages, they were not paid at the correct rate, as explained above.

TC CALIFORNIA HOSPITALITY failed to reimburse Ortega and the other Aggrieved Employees for business expenses they incurred in direct consequence of the discharge of their duties. TC CALIFORNIA HOSPITALITY required Ortega and the Aggrieved Employees to use their own personal cell phones to communicate with management concerning work matters. Ortega was also required to purchase anti-slip shoes for work. However, TC CALIFORNIA HOSPITALITY did not provide Ortega and the others with mobile phones and did not reimburse Ortega and the other Aggrieved Employees for these mobile phone and uniform expenses. Accordingly, TC CALIFORNIA HOSPITALITY was in violation of California Labor Code sections 2800 and 2802.

TC CALIFORNIA HOSPITALITY failed to pay its employees all wages due to them within any time period specified by California Labor Code section 204, including the minimum wages and overtime as described above as well as meal/rest break premiums.

TC CALIFORNIA HOSPITALITY did not provide Ortega and the other Aggrieved Employees accurate, itemized wage statements. Wage statements must include, among other things, total hours worked by the employee. Labor Code § 226(a)(2). TC CALIFORNIA HOSPITALITY issued wage statements that inaccurately reflected total hours worked, gross and net wages earned, and the number of hours worked at each hourly rate because of TC CALIFORNIA HOSPITALITY's failure to properly pay wages as explained herein. Labor Code §§ 226(a)(1), (2), (5), (9). TC CALIFORNIA HOSPITALITY's failure to maintain accurate records as to the hours worked daily by employees also constitutes a violation of Labor Code section 1174(d).

Finally, because TC CALIFORNIA HOSPITALITY did not properly pay all wages earned as explained herein, TC CALIFORNIA HOSPITALITY also failed to pay final wages owed to Ortega and the other Aggrieved Employees in violation of Labor Code section 203. These earned but unpaid wages include minimum wages and compensation for all hours worked, overtime compensation, premium pay for missed meal and rest breaks, and business expense reimbursement, among others.

[REDACTED]

For the reasons herein, on behalf of herself and the Aggrieved Employees, Ortega alleges that TC CALIFORNIA HOSPITALITY committed the following violations of the California Labor Code and the Wage Order: 1) failed to pay wages for all time worked or subject to TC CALIFORNIA HOSPITALITY's control, including correctly-calculated overtime and double time wages; 2) failed to provide meal periods or pay correctly-calculated premium wages in lieu thereof; 3) failed to authorize and permit rest periods or pay correctly-calculated premium wages in lieu thereof; 4) failed to reimburse reasonably necessary business expenses; 5) failed to provide compliant wage statements; 6) failed to maintain accurate records; and 7) failed to timely pay all wages owed during and upon separation of employment.

Accordingly, Ortega now seeks civil penalties on behalf of herself and the Aggrieved Employees based on TC CALIFORNIA HOSPITALITY's alleged violations of the California Labor Code and the Wage Order.

THE WAGE ORDER

The Wage Order applies to "all persons employed in the public housekeeping industry," where "Public Housekeeping Industry" includes "...Hotels, motels, apartment houses, rooming houses, camps, clubs, trailer parks, office or loft buildings, and similar establishments offering rental of living, business, or commercial quarters..." (*Id.*, §§ 1 & 2(P)(3).)

At all relevant times during the applicable limitations period, TC CALIFORNIA HOSPITALITY operated a hotel. Accordingly, Ortega and the Aggrieved Employees are entitled to the protections provided under the Wage Order.

FAILURE TO PAY WAGES FOR ALL HOURS WORKED AT THE CORRECT RATES OF PAY

Labor Code §§ 510, 558, 1194, 1197, and 1198

Labor Code sections 510, 1194, and 1197 require employers to pay the wages agreed to and at least minimum wages for all time under the employer's control, overtime wages for hours worked over eight per day or forty per week at one and one-half times the employee's regular rate of pay, and double-time wages for hours worked over twelve in one day or for the first eight hours of work on the seventh consecutive day of work at two times the employee's regular rate of pay. Labor Code section 558 establishes a civil penalty for violation of Labor Code section 510. Labor Code section 1198 prohibits employers from employing their employees under conditions prohibited by the Wage Order.

TC CALIFORNIA HOSPITALITY failed to pay all minimum, regular, and overtime wages to Ortega and the other Aggrieved Employees because TC CALIFORNIA HOSPITALITY did not pay for off-the-clock work, and failed to pay overtime wages based on correct regular rates of pay.

FAILURE TO PROVIDE MEAL PERIODS

Labor Code §§ 226.7, 512, and 1198

Employers must provide employees a 30-minute, uninterrupted meal period after no more than

five hours of work, and a second such meal period after no more than 10 hours work. Labor Code § 512(a); IWC Wage Order(s) §§ 11(A)-(B); *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal. 4th 1004, 1049. If an employer fails to provide an employee a meal period in accordance with California law, the employer must pay the employee one hour of pay at the employee's regular rate for each work day the meal period is not provided. Lab. Code § 226.7(c); IWC Wage Order(s), § 11(D); *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 863.

TC CALIFORNIA HOSPITALITY failed to provide Ortega and the other Aggrieved Employees with compliant meal periods and failed to pay one hour of correctly-calculated premium pay for each day such a meal period was not provided.

FAILURE TO AUTHORIZE AND PERMIT REST PERIODS

Labor Code § 226.7 & 1198

The Rest Period section of the applicable Wage Order provides: "Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof." IWC Wage Order(s), § 12(A). If an employer fails to provide an employee a rest period in accordance with California law, the employer must pay the employee one hour of pay at the employee's regular rate for each work day a rest period is not provided. IWC Wage Order(s), § 12(B); Labor Code § 226.7(c); *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 863.

TC CALIFORNIA HOSPITALITY failed to authorize and permit Ortega and the other Aggrieved Employees to take compliant rest periods and failed to pay one hour of correctly-calculated premium pay for each day such a rest period was not provided.

FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS

Labor Code §§ 226

California employers are required to provide itemized wage statements showing, among other things, "gross wages earned," "total hours worked by the employee," "net wages earned," and "all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee." Labor Code §§ 226(a)(1), (2), (5), (9).

TC CALIFORNIA HOSPITALITY did not provide itemized wage statements accurately reflecting Ortega's and the other Aggrieved Employees' gross wages earned, total hours worked, net wages earned, and all applicable hourly rates and the number of hours worked at each rate.

FAILURE TO PROVIDE ACCURATE RECORDS

Labor Code §§ 1174, 1174.5, 1198; IWC Wage Order(s), § 7

An employer must maintain payroll records showing hours worked daily by, and wages paid to, its employees, in accordance with rules established by the Industrial Welfare Commission. Labor

Code §1174. An employer must also maintain time records showing when each work period, and meal period, begins and ends. IWC Wage Order(s), § 7.

Because TC CALIFORNIA HOSPITALITY rounded employees' time worked, did not record off-the-clock work, and interrupted employees' meal periods, TC CALIFORNIA HOSPITALITY failed to maintain accurate records as to the hours worked daily by employees and as to when each work period and meal period began and ended.

FAILURE TO REIMBURSE FOR EXPENSES

Labor Code §§ 1198, 2802, and 2804

An employer must reimburse its employees for their reasonable business-related expenses. Labor Code § 2802. The right to reimbursement cannot be waived. Labor Code § 2804.

TC CALIFORNIA HOSPITALITY failed to reimburse or only partially reimbursed Ortega and the other Aggrieved Employees for their reasonable business-related expenses, including use of their own personal cell phones in effectuating their job duties.

FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT & UPON SEPARATION

Labor Code §§ 201-204

An employer must pay "[a]ll wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment...twice during each calendar month, on days designated in advance by the employer as the regular paydays." Labor Code § 204. An employer must pay all wages owed to terminated employees at the time of termination, or within 72 hours to employees who quit. Labor Code §§ 201-202. If an employer willfully fails to timely pay all wages to separated employees, the wages continue at the same rate for up to 30 days, until paid. Labor Code § 203.

As a result of its failure to pay all wages earned, as described above, TC CALIFORNIA HOSPITALITY failed to pay all final wages due to Ortega and the other Aggrieved Employees and violated Labor Code Sections 201-204.

CONCLUSION

As noted above, this letter constitutes the required notice under the California Labor Code Private Attorneys General Act of 2004. Please be advised that Maria De Jesus Ortega Laguna will seek both reasonable attorneys' fees and costs under Labor Code § 2699, subdivision (g) (1) in a civil action should the LWDA decline to pursue this matter. This letter also serves as a formal notice under the catalyst theory and Code of Civil Procedure §1021.5 to resolve this matter before litigation.

Sincerely,



Maralle Messrelian, Esq.

maralle@mmlawapc.com