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ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
7/15/2026 11:42:54 AM

Clerk of the Superior Court
By M. Romero ,Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

ELIZA TRAN, on behalf of others similarly situated and the State of California under the Private Attorneys General Act,

Plaintiffs,

vs.

BARTELL HOTELS, A CALIFORNIA LIMITED PARTNERSHIP, and DOES 1 through 50, inclusive,

Defendants.

Case No. 26CU038091C

REPRESENTATIVE ACTION COMPLAINT

1. Civil Penalties under the Private Attorneys General Act (Labor Code §§ 2698 *et seq.*)

Plaintiff ELIZA TRAN, on behalf of all others similarly situated and the State of California under the Private Attorneys General Act ("Plaintiff") brings this REPRESENTATIVE ACTION COMPLAINT against Defendants BARTELL HOTELS, A CALIFORNIA LIMITED PARTNERSHIP (collectively "Defendants"), alleging as follows:

INTRODUCTION

1. This is a representative action complaint brought under the California Private Attorneys General Act (Labor Code sections 2698 *et seq.*)

2. Defendants failed to compensate Plaintiff and aggrieved employees for all hours suffered or permitted to work in violation of the applicable IWC Wage Order.

3. Defendants' underpayment of wages was facilitated by their company-wide practices of requiring off-the-clock work.

4. Defendants also underpaid overtime and premiums at the lawful rate of pay for overtime hours worked.

5. Defendants failed to provide, authorize, and/or permit Plaintiff and the aggrieved employees to take compliant meal and rest periods to which they were entitled. Yet Defendant did not pay all meal and rest period premiums.

6. Defendants failed to pay reporting time wages to the aggrieved employees.

7. Defendants' employment policies, practices, and payroll administration systems enabled and facilitated these violations on a company-wide basis with respect to the aggrieved employees.

8. Defendants are further liable for derivative claims for wage statements, untimely payment, and other associated violations.

9. Plaintiff seeks to recover the underpaid damages, plus associated penalties, interests, attorney's fees and costs.

JURISDICTION & VENUE

10. Jurisdiction of this action is proper in this Court under Article VI, Section 10 of the California Constitution as the causes of action are premised upon violations of California law.

11. The monetary damages and restitution sought exceed the minimal jurisdiction limits of

the Superior Court.

12. This Court has jurisdiction over Defendants because, upon information and belief, Defendants have sufficient minimum contacts in California, or otherwise intentionally avail themselves to the California economy so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

13. Venue is proper in this Court under Code of Civil Procedure sections 393(a), 395, and/or 395.5 because, upon information and belief, Defendants conducted business and committed some of the alleged violations in this County.

PARTIES

A. Plaintiff

14. Plaintiff Eliza Tran is an individual over 18 years of age who worked for Defendants in California as a non-exempt employee from about July 2025 to March 2026. Plaintiff worked as a Host.

15. The State of California, via the Labor and Workforce Development Agency ("LWDA"), is the real party in interest in this action. (*Kim v. Reins Int'l California, Inc.* (2020) 9 Cal. 5th 73, 81 [The "government entity on whose behalf the plaintiff files suit is always the real party in interest."]). To the extent permitted by law, including pursuant *Balderas v. Fresh Start Harvesting, Inc.* (2024) 101 Cal. App. 5th 533 and *Rodriguez v. Packers Sanitation Services Ltd., LLC* (2025) 109 Cal.App.5th 69, the PAGA claim is brought exclusively as a representative action and does not include arbitrable claims.

B. Defendants

16. Defendant Bartell Hotels, A California Limited Partnership, is a California limited partnership that maintains operations and conducts business throughout the State of California, including in this county.

17. The true names and capacities, whether individual, corporate, or otherwise, of the parties sued as DOES 1 through 50, are presently unknown, unascertainable, or uncertain, and are sued by such fictitious names under Code of Civil Procedure section 474. Upon information and belief, each of DOES 1 through 50 constitutes a legal employer or is otherwise legally responsible in some

manner for the acts and omissions alleged herein. This Complaint may be amended to reflect their true names and capacities once ascertained.

18. Upon information and belief, Defendants in this action are employers, co-employers, joint employers, and/or part of an integrated employer enterprise, as each of the Defendants exercised control over the wages, hours, and working conditions of the employees, suffered and permitted them to work, and otherwise engaged them as employees under California law.

19. Upon information and belief, at least some of the Defendants have common ownership, common management, interrelationship of operations, and centralized control over labor relations and are therefore part of an integrated enterprise and thus jointly and severally responsible for the acts and omissions alleged herein, including pursuant to Labor Code sections 558, 558.1, and 1197.1.

20. Upon information and belief, Defendants acted in all respects pertinent to this action as an alter-ego, agent, servant, joint employer, joint venturer, co-conspirator, partner, in an integrated enterprise, or in some other capacity on behalf of all other co-defendants, such that the acts and omissions of each defendant may be legally attributable to all others.

GENERAL ALLEGATIONS

21. Plaintiff and the aggrieved employees worked for Defendants as non-exempt employees and were compensated on an hourly basis.

22. During the relevant period, Defendants failed to pay Plaintiff and the aggrieved employees the lawful minimum wage for all hours worked by requiring them to perform extensive off-the-clock work. Specifically, Defendants maintained a systemic practice of failing to relieve Plaintiff and the aggrieved employees of all duties during their unpaid meal periods. To create the illusion of legal compliance, Defendants required employees to clock out daily for meal breaks. In reality, chronic understaffing forced employees to routinely work through all or a portion of these purportedly unpaid, off-the-clock periods.

23. By way of example, Plaintiff's direct supervisor consistently ordered her to complete work duties after she had already clocked out for lunch. Although Plaintiff reported these interruptions, Defendants nonetheless required her to complete the assigned tasks before allowing her to resume her break. This practice was pervasive and common among all aggrieved employees. Consequently,

Defendants routinely suffered or permitted Plaintiff and the aggrieved employees to work off the clock during interrupted and missed meal periods without providing the requisite minimum wage compensation.

24. Defendant systematically failed to pay Plaintiff and the aggrieved employees the lawful overtime premium rate for all overtime hours worked. As a direct result of Defendant's unlawful practice of requiring uncompensated, off-the-clock work during purportedly unpaid meal periods, Defendant failed to accurately record and account for all hours actually worked. Consequently, when this mandatory off-the-clock work pushed Plaintiff and the aggrieved employee’s total hours in excess of eight hours in a workday or forty hours in a workweek, Defendant failed to compensate them with the statutorily required overtime wages.

25. Defendants maintained an unlawful policy and practice of failing to pay reporting time wages to Plaintiff and the aggrieved employees. Throughout the relevant period, Defendants regularly scheduled Plaintiff and the aggrieved employees for shifts of six or more hours, but frequently dismissed them before they had completed half of their scheduled shifts without paying the requisite reporting time premiums.

26. For example, on November 25, 2025, Plaintiff reported to work for her scheduled six-hour shifts but was dismissed after working only 1 hour and 40 minutes. Although California law dictates that employees in this scenario must be paid for half their scheduled shift (but no less than two hours), Plaintiff's wage statements reflect payment only for the time she was on the clock. When Plaintiff raised this pay discrepancy on multiple occasions, Defendants expressly justified the underpayment by asserting a corporate policy to pay only for hours actually worked. This systematic refusal to pay reporting time wages constitutes a common, unlawful practice applicable to all aggrieved employees.

27. Defendants maintained systemic policies and practices that routinely deprived Plaintiff and the aggrieved employees of compliant, uninterrupted, thirty-minute meal periods. Defendants' written policies facially subordinated employee meal breaks to business needs, explicitly stating that "supervisors will schedule meal periods to accommodate the Company's operating requirements" and prohibiting staff from taking breaks without first securing coverage. In practice, Defendants' chronic

understaffing rendered this coverage requirement impossible to meet. For example, Plaintiff was regularly scheduled as the sole host and strictly prohibited from leaving her station unattended, thereby depriving her of any meaningful opportunity to take a compliant meal period.

28. Plaintiff's time records reflect facial meal period violations. In September 2025 alone, there are at least three instances where Plaintiff worked shifts exceeding five hours without a compliant meal break, yet her corresponding wage statements show zero meal period premiums paid. Furthermore, to the extent Defendants rely on a purported meal period waiver to excuse these violations, such waiver is invalid. Plaintiff was never presented with, nor provided a meaningful opportunity to review and understand, any such document. When Plaintiff explicitly requested her mandated meal breaks, her direct supervisor and general manager repeatedly denied the requests, ostensibly relying on this invalid waiver.

29. Even on the occasions when Plaintiff and the aggrieved employees were permitted to clock out for a meal period, Defendants failed to relinquish control over them. Plaintiff and the aggrieved employees frequently had their unpaid breaks interrupted by Defendants' requests to perform work. For instance, while clocked out, Plaintiff was routinely instructed to seat guests at tables and answer phones to process room service and takeout orders. Although Plaintiff reported these interruptions to her general manager in accordance with Defendants' written policies, the unlawful practice continued. As a matter of standard policy and practice, Defendants consistently failed to provide uninterrupted meal periods and systematically failed to pay the statutorily required meal period premiums when violations occurred.

30. Defendants maintained a systemic policy and practice of failing to authorize and permit Plaintiff and the aggrieved employees to take compliant, ten-minute net rest periods, and further failed to pay the statutorily required rest period premiums. The same severe understaffing and restrictive policies that prevented compliant meal periods similarly deprived employees of their rest breaks. Specifically, Defendants prohibited Plaintiff and the aggrieved employees from taking mandated rest breaks without first securing shift coverage, yet systematically failed to provide the necessary staffing to make such coverage possible.

31. The pressure to remain at her station was so intense that Plaintiff was effectively

prevented from even stepping away to use the restroom. On occasions when Plaintiff briefly left her post to use the restroom, Defendants' management reprimanded and yelled at her, reiterating that she was not authorized to use the restroom without prior coverage. Although Plaintiff repeatedly reported her inability to take compliant rest breaks to management, Defendants failed to remedy the staffing deficiencies or adjust their restrictive policies. This unlawful practice of denying employees a meaningful opportunity to take rest breaks, without paying the corresponding rest period premiums, was applied systematically to Plaintiff and the aggrieved employees.

32. Defendants failed to pay all wages and premiums owed on the regular pay days scheduled each pay period within seven calendar days of the close of the payroll period. Specifically, Defendants consistently failed to pay all owed meal and rest break penalties and other wages on time each payday.

33. Defendants failed to pay all wages and premiums owed to aggrieved employees during their employment and also failed to timely pay those amounts to departing employees upon separation of employment. Specifically, Plaintiff did not receive any of the meal and rest break premiums she was owed at the time of her termination. This is indicative of a common practice amongst the aggrieved employees. Defendants did not pay waiting time penalties for the late payments.

34. Defendants failed to provide accurate itemized wage statements to the aggrieved employees each pay period. Defendants failed to list the correct "gross wages earned" or "net wages earned," as the employees earned wages and premiums that were not paid, resulting in an inaccurate reflection and recording of "gross wages earned" on those wage statements. Likewise, Defendants failed to state on employee wage statements each pay period the applicable hourly rates in effect and the number of hours worked at that rate, as Defendants failed to pay all wages and premiums owed to employees. The amounts stated are instead depreciated and underpaid, resulting in an inaccurate reflection on the pay stub. Plaintiff and other aggrieved employees cannot promptly and easily determine from the wage statement alone the wages paid or earned without reference to other documents or information. These wage statement violations are significant because they sow confusion among Plaintiff and other aggrieved employees with respect to what amounts were owed and paid, at what rates, the number of hours worked, and how those amounts were or should be

calculated. The wage statements reflect a false statement of earnings and concealed the underlying problems and underpayments of employee wages.

35. Because of the policies and practices set forth above, Defendants failed to accurately maintain records in accordance with Labor Code section 1174 and the IWC Wage Orders.

FIRST CAUSE OF ACTION

CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT

Violation of Labor Code §§ 2698 *et seq.*

(By Plaintiff on Behalf of the State and the Aggrieved Employees Against All Defendants)

36. All outside paragraphs of this Complaint are incorporated into this section.

37. Plaintiff brings this cause of action as a proxy for the State of California on behalf of the following "aggrieved employees" pursuant to the Private Attorneys General Act ("PAGA"), codified as Labor Code section 2698 *et seq.*:

a. All current and former non-exempt employees who worked for Defendants in California at any time from one year prior to the postmark date of the initial PAGA notice through date of trial.

38. Plaintiff reserves the right to amend, supplement, or add to this description of the aggrieved employees, according to proof.

39. The State of California, via the Labor and Workforce Development Agency ("LWDA"), is the real party in interest in this action with respect to this cause of action. (*Kim v. Reins Int'l California, Inc.* (2020) 9 Cal. 5th 73, 81 [The "government entity on whose behalf the plaintiff files suit is always the real party in interest."])

40. Labor Code section 2699(a) provides: "Notwithstanding any other provision of law,, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of the employee and other current or former employees against whom a violation of the same provision was committed pursuant to the procedures specified in Section 2699.3. "

41. Any allegations regarding violations of the IWC Wage Orders are enforceable as violations of Labor Code section 1198, which states: "[t]he employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

42. Labor Code section 2699.3 sets forth the procedure for commencing an action for civil penalties under the PAGA.

43. On or about **May 11, 2026**, Plaintiff paid the requisite PAGA filing fee and provided written notice (by online electronic filing with the LWDA and by certified mail to Defendants) of Defendants' alleged Labor Code violations, including the facts and theories to support the alleged violations.

44. A true and correct copy of Plaintiff's written PAGA notice, entitled "Notice of Labor Code Violations" is attached hereto as Exhibit 1 and incorporated by reference as though fully set forth herein (the "PAGA notice").

45. To date, neither Plaintiff nor Plaintiff's counsel has received a response to Plaintiff's written PAGA notice from the LWDA.

46. Within 33 calendar days of the postmark date of the notice sent by Plaintiff, neither Plaintiff nor Plaintiff's counsel has received written notice by certified mail from any defendant providing a description of any actions taken to cure the alleged violations.

47. Now that at least 65 days have passed from Plaintiff notifying Defendants of these violations, without notice of cure from Defendants or notice from the LWDA of its intent to investigate the alleged allegations and issue the appropriate citations to Defendants, Plaintiff exhausted all prerequisites and commenced this civil action under Labor Code section 2699 *et seq.*

48. As set forth in the PAGA notice attached as Exhibit 1 and incorporated into this Complaint, Defendants committed the following violations and are liable for all corresponding civil penalties:

a. ***Unpaid Hours Worked/Minimum Wage.*** Violation of Labor Code §§ 1194, 1197, 1198; IWC Wage Orders.

b. ***Unpaid Overtime***. Violation of Labor Code §§ 510, 1194, 1198; IWC Wage Orders.

c. ***Unpaid Reporting Time Wages.*** Violation of Labor Code § 1198; IWC Wage Orders.

d. ***Unpaid Meal Period Premium Wages.*** Violation of Labor Code §§ 226.7, 512, 1198; IWC Wage Orders.

e. ***Unpaid Rest Period Premium Wages.*** Violation of Labor Code §§ 226.7, 516, 1198; IWC Wage Orders.

f. ***Untimely Payment of Wages During Employment.*** Violation of Labor Code §§ 204, 204b, 210.

g. ***Untimely Payment of Wages Upon Separation of Employment.*** Violation of Labor Code §§ 201, 202, 203, 256.

h. ***Non-Compliant Wage Statements.*** Violation of Labor Code §§ 226, 226.3.

i. ***Failure to Maintain Accurate Records.*** Violation of Labor Code § 1174; IWC Wage Orders.

49. Plaintiff seeks to collect all recoverable civil penalties for the Labor Code violations alleged in this Complaint and the PAGA notice (including amendments thereto) against Defendants pursuant to Labor Code section 2699(a) and (f), in addition to attorneys' fees, costs, and interest to the extent permitted by law, including under Labor Code section 2699(k).

PRAYER

Plaintiff prays for judgment as follows:

a. For recovery of all statutory penalties and liquidated damages;

b. For disgorgement of all amounts wrongfully obtained to the extent permitted by law;

c. For restitution and injunctive relief;

d. For attorneys' fees and costs of suit, including expert fees, to the extent permitted by law, including (without limitation) under Labor Code §§ 218.5, 226, 1194, 2802 and Code of Civil Procedure § 1021.5.

e. For recovery of damages in amount according to proof;

f. For all recoverable pre- and post-judgment interest;

g. For this action to be maintained as a representative action under the PAGA;

h. For Plaintiff and counsel of record to be provided with all enforcement capability as if the action were brought by the State of California or the California Division of Labor Enforcement;

i. For recovery of all civil penalties and other recoverable amounts under the PAGA;

j. For reasonable attorneys' fees and costs of suit, including expert fees, to the extent permitted by law, associated with the PAGA claims pursuant to Labor Code § 2699, and Code of Civil Procedure section 1021.5 and any other applicable sections; and

k. For such other relief the Court deems just and proper.

Dated: July 15, 2026

Ferraro Vega Employment Lawyers, Inc.

Andrew T. Katseanes
Rick A. Waltman
Attorneys for Plaintiff

<u>EXHIBIT 1</u>

Notice of Labor Code Violations

FERRARO VEGA
SAN DIEGO EMPLOYMENT LAWYERS

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May 11, 2026

NOTICE OF LABOR CODE VIOLATIONS
CALIFORNIA LABOR CODE SECTIONS 2698 *et seq.*

VIA CERTIFIED U.S. MAIL
- Electronic Return Receipt -

Bartell Hotels, A California Limited Partnership
4875 North Harbor Drive, 5th FLR
San Diego, CA 92106

- PAGA Notice & Filing Fee -
Submitted electronically to the Labor and Workforce Development Agency

Dear LWDA Officer and Company Representatives:

This letter serves as written notice under Labor Code section 2699.3 on behalf of **ELIZA TRAN** ("Plaintiff(s)") and all other "covered employees" of the following "Defendant(s)":

BARTELL HOTELS, A CALIFORNIA LIMITED PARTNERSHIP

Defendants shall mean and include the foregoing in addition to any other related employer entities, individuals under Labor Code sections 558 and 558.1, and all others who may be later added upon further investigation and discovery as liable employers.

This office serves as legal counsel for Plaintiff. If the California Labor and Workforce Development Agency ("LWDA") does not investigate the facts, allegations, and violations set forth in this notice within the statutorily prescribed 65-day period under Labor Code section 2699.3, Plaintiff intends to commence a civil action against Defendants as a proxy and agent of the State of California under the Private Attorneys General Act ("PAGA"). "PAGA allows an 'aggrieved employee'—a person affected by at least one Labor Code violation committed by an employer—to pursue penalties for all the Labor Code violations committed by that employer." *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 751; *Kim v. Reins International California, Inc.* (2020) 9 Cal.5th 73, 79. Plaintiff maintains standing to pursue these claims against Defendants as an aggrieved employee.

Through this notice, Plaintiff requests that Defendants complete an internal investigation and audit of the wage and hour and employment practices at issue and make a good faith effort to correct any violations. Plaintiff attempts to identify the non-compliant policies and practices affecting the aggrieved employees so that the parties may resolve the underlying damages and penalties in judgment or settlement approved by the Superior Court of California under Labor Code section 2699(s). Defendants are notified that any attempt to resolve this case should be conducted in coordination with Plaintiff's counsel to protect the interests of Plaintiff, the aggrieved employees, and the State of California via the LWDA. Plaintiff advises Defendants this letter should be also considered a reasonable attempt at settlement of this matter, subject to an exchange of additional documents and information. *Graham v. Daimler Chrysler Corp.* (2004) 24 Cal.4th 553, 561.

- BACKGROUND -

Defendants employed Plaintiff during the PAGA Period in the position of Host from about July 2025 to March 2026. During their employment, Plaintiff and the other covered (i.e., aggrieved) employees were subject to the wage and hour and employment protections set forth in the California Labor Code and IWC Wage Orders.

Through this notice, Plaintiff informs the LWDA of the Labor Code violations set forth herein. The "aggrieved employees" include Plaintiff and the following individuals:

> All current and former non-exempt employees, including those misclassified as non-exempt, who worked for Defendants in the State of California during one-year period preceding the date of this notice through the current date and the date of trial in any pending action (the "<u>covered employees</u>" and the "<u>PAGA Period</u>"). As defined, these covered current and former employees are "aggrieved employees" under PAGA.

Plaintiff reserves the right to expand or narrow the definition of the "covered employees" in the forthcoming civil action. Furthermore, Plaintiff seeks all recoverable civil penalties for Defendants' violations and reserves the right to supplement this notice as further investigation is completed and further facts, witnesses, and violations are uncovered.

- PAGA CLAIMS -

<u>Unpaid Hours Worked/Minimum Wage</u>
Violation of Labor Code §§ 1194, 1197, 1198; IWC Wage Orders

Defendants violated Labor Code sections 1194, 1197, and 1198, along with the California Minimum Wage Order, the applicable local minimum wage ordinances, and the "Hours and

Days of Work" and "Minimum Wages" sections of the applicable IWC Wage Orders with respect to the covered employees.

Labor Code section 1194 renders it unlawful for an employee to receive less than the legal minimum wage for hours worked in California. Labor Code section 1197 further mandates that "[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful." Labor Code section 1198 renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful. The California Minimum Wage Order and the applicable sections of the IWC Wage Orders further require payment of minimum wages for all hours worked. The "Minimum Wages" sections of the applicable IWC Wage Order provide that "[e]very employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise." The foregoing California wage laws require payment of "not less than the applicable minimum wage for all hours worked in the payroll period" and California law does not allow averaging of pay over the hours worked in the pay period, even if the total pay results in an average above the minimum wage. Armenta v. Osmose, Inc. (2005) 135 Cal.App.3d 314, 324.

Defendants failed to pay Plaintiff and the covered employees at the lawful minimum wage rate for all hours worked, resulting in unpaid minimum wages. Defendants required Plaintiff and the aggrieved employees to complete extensive off-the-clock work.

Plaintiff and the aggrieved employees were regularly required to work through all or part of their unpaid meal periods. Plaintiff and the aggrieved employees were required to clock out each day to make it appear as if they took a compliant meal period. However, they regularly worked through their unpaid meal period as a result of severe understaffing. For example, Plaintiff would consistently receive orders to complete work dutiesfrom her direct supervisor after she had already clocked out for lunch. Plaintiff consistently reported being asked to perform work while clocked out for a meal period, but would still be required to complete the assigned work before returning to her meal break. This practice was common amongst the aggrieved employees. Defendants failed to compensate Plaintiff and the aggrieved employees for off-the-clock work they performed during their interrupted and missed meal breaks.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

<u>Unpaid Overtime</u>
Violation of Labor Code §§ 510, 1194, 1198; IWC Wage Orders

Defendants violated Labor Code sections 510, 1194, and 1198, along with the "Hours and Days of Work" sections of the applicable IWC Wage Orders with respect to the aggrieved employees.

Labor Code section 510 requires "[a]ny work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee;" and "any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee;" and "any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee." Labor Code section 1194 renders it unlawful for an employee to receive less than the legal overtime rate for overtime hours worked in California. Labor Code section 1198 renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful. The IWC Wage Orders further require payment of overtime wages for all overtime hours worked, including the "Hours and Days of Work" sections.

Defendant failed to pay Plaintiff and the aggrieved employees overtime wages and the lawful rate of pay for overtime hours worked, resulting in unpaid overtime wages. Because of Defendant's unlawful policy and practice of requiring off-the-clock work during unpaid meal breaks, Defendant failed to account for all hours worked. To the extent that Plaintiff or the aggrieved employees worked more than 8 hours in a day or 40 hours in a workweek as a result of being required to perform off-the-clock work, Defendant failed to pay all overtime wages owed.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Unpaid Reporting Time Wages
Violation of Labor Code § 1198; IWC Wage Orders

Defendants violated Labor Code sections 1198 and Section 5 (Reporting Time Pay) of the applicable IWC Wage Orders concerning reporting time wages with respect to the covered employees.

Section 5 of the applicable IWC Wage Orders requires an employer to pay reporting time pay if an employee shows up for a scheduled shift and is not put to work or is furnished with less than half of the scheduled shift. In this situation, the employer owes the employee reporting time pay in the amount of the greater of two hours or half the scheduled shift length. Section 5 further requires an employer to pay reporting time pay if an employee is required to report to work for a second time and is furnished with less than two hours of work on the second reporting. In this situation, the employer owes the employee reporting time pay in the amount of the greater of two hours or half the scheduled shift length. Labor Code section 1198 authorizes enforcement of the reporting time pay provisions of the IWC Wage Orders.

Defendants maintained an unlawful policy and practice of failing to pay reporting time wages to the covered employees. Plaintiff and the aggrieved employees were regularly scheduled full shifts over 6 hours, but sent home after completing less than half of these scheduled shifts and not paid any reporting time wages.

For example, on November 24 and November 25, 2025, Plaintiff recalls reporting to work for her scheduled six-hour shifts, but was sent home early on both days. As shown on Plaintiff's time records below on November 24, Plaintiff was sent home after working only 5 hours and 56 minutes. On November 25, Plaintiff was sent home after only working 1 hour and 40 minutes.

Date	Schedule	Pay Code	Amount	In	Transfer	Out	In	Transfer	Out	Daily	Period
Thu 11/13		$Service Charges-Restr	$50.40								429:17
Fri 11/14		$Tips Decl	$34.48								429:17
Sat 11/15											429:17
Sun 11/16		$Banquet Auto Gratuities	$33.75								429:17
Mon 11/17		Sick Pay	8:00	8:00AM						8:00	437:17
Tue 11/18		Sick Pay	8:00	8:00AM						8:00	445:17
Wed 11/19		Sick Pay	8:00	8:00AM						8:00	453:17
Thu 11/20		$Clearing	$15.82								
Thu 11/20		$Service Charges-Restr	$12.24								453:17
Fri 11/21		$Tips Decl	$6.24								453:17
Sat 11/22				6:00AM	05/000030/3075////	9:33AM	10:03AM		2:30PM	8:00	461:17
Sun 11/23											461:17
Mon 11/24				5:45AM		8:41AM				2:56	464:13
Tue 11/25				5:45AM		7:25AM				1:40	465:53
Wed 11/26				5:45AM		11:25AM				5:40	471:33

Extract from Plaintiff's Time Records for Pay Period 11/26/2025 - 11/29/2025

Despite being scheduled and reporting for full shifts, Plaintiff's wage statement for the applicable pay period below reveals Plaintiff was only paid for her hours worked. As a result, Defendants failed to pay in the amount of the greater of two hours or half the scheduled shift length as required by California Law.

Pay Summary: **2025 - 49 - 1**

This summary is a record of a payment issued and not an image of the actual pay statement.

Bartell Hotels, a CA. LP.
4875 N HARBOR DRIVE
SAN DIEGO, CA 92106-2304

[redacted]

Period Beginning Date	Pay Date	Co.	Clock		Home Dept
11/16/2025	12/5/2025	2JV			053060
Period Ending Date	**WGPS Advance Pay Date**	**File #**	**Number**	**Worked In Dept**	
11/29/2025		006066	00490053	053060	

Gross Pay			$ 857.63
Regular	Rate: 17.2500	Hours: 18.27	$ 315.16
BANQSVCCHG (field 3)			$ 33.75
Clearing Tips (field 3)			$ 15.82
Sick Pay (field 3)	Rate: 19.7674	Hours: 24.00	$ 474.42
Tips (field 3)			$ 6.24
RESTR SVCCHG (field 3)			$ 12.24
Total Hours Worked: 18.27			
Basis of Pay: HOURLY			
Taxes			$ 81.12
Social Security			$ 52.19
Medicare			$ 12.20
State Worked In: California	Code: CA		$ 6.63
SUI/SDI: California (Taxing)	Code: 75		$ 10.10
Deductions			$ 31.97
41 - 401K			$ 25.73
T - TIPS			$ 6.24
Take Home			$ 744.54
CHECKING			$ 744.54

Extract from Plaintiff's Pay Records for Pay Period 11/26/2025 - 11/29/2025

Moreover, Plaintiff addressed this pay discrepancy with Defendants on multiple occasions. Each time, Defendants asserted that it was their policy to only pay for "hours actually worked." This policy and practice directly contradict California law. This systematic failure to pay reporting time wages constituted a common practice that adversely impacted both Plaintiff and all aggrieved employees throughout their employment.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

<u>Unpaid Meal Period Premium Wages</u>
Violation of Labor Code §§ 226.7, 512, 1198; IWC Wage Orders

Defendants violated Labor Code sections 226.7, 512, and 1198, along with the related sections of the IWC Wage Orders with respect to the covered employees.

<u>Labor Code section 512</u> and the IWC Wage Orders require that employers provide an uninterrupted 30-minute meal period after no more than five hours of work and a second meal period after no more than 10 hours of work. *See Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1049. <u>Labor Code section 226.7</u> requires that if a meal period is late, missed, short, or interrupted, the employer must pay one additional hour of pay at the employee's "regular rate" of compensation. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, 862 ("We hold that the terms are synonymous: "regular rate of compensation"

under section 226.7(c), like "regular rate of pay" under section 510(a), encompasses all nondiscretionary payments, not just hourly wages"). "[T]ime records showing noncompliant meal periods raise a rebuttable presumption of meal period violations, including at the summary judgment stage." *Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58, 61. Labor Code section 1198 renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful. The IWC Wage Orders, including Section 11 (Meal Periods), further require one uninterrupted 30-minute meal period after no more than five hours of work and a second meal period after no more than 10 hours of work and an additional hour of pay at the employee's regular rate of compensation for each workday that a compliant meal period is not provided. Pursuant to Section 11(A) of the IWC Wage Orders, the California Supreme Court has held that the on-duty meal period exception is "exceedingly narrow" and applies only when (1) "the nature of the work prevents the employee from being relieved of all duty" and (2) *both* "the employer and employee have agreed, in writing, to the on-duty meal period." *Augustus v. AMB Security Services, Inc.* (2016) 2 Cal.5th 257, 266-276 (emphasis added). If these two requirements are not met, then the employer owes the employee one hour of premium pay for each non-compliant meal period taken under the purported on-duty meal arrangement. *Naranjo v. Spectrum Security Services, Inc.* (2019) 40 Cal.5th 444, 459.

Defendants and the aggrieved employees often experienced missed, late, short, and interrupted meal periods in order to keep up with the high demands of the job and Defendants' non-compliant policies and practices. Specifically, Defendants maintained a written meal period policy that "supervisors will schedule meal periods to accommodate the Company's operating requirements," while also prohibiting staff from taking any breaks without first obtaining coverage for their position. As a matter of a common policy and practice, Defendants failed to pay meal period premiums for these violations.

First, Defendants engaged in a practice of improperly staffing shifts such that Plaintiff and the aggrieved employees could not step away from their duties due to lack of coverage. For example, as a host Plaintiff was regularly scheduled alone and prohibited from leaving her station unattended. Plaintiff was consistently denied coverage, and was not provided any meaningful opportunity to take compliant meal periods. Further, Defendants failed to schedule her a compliant meal period, requiring her to work entire shifts without a mandated meal period.

Plaintiff's time records reveal facial meal period violations. An illustrative example of some missed meal period violations is shown below:

Date	Schedule	Pay Code	Amount	In	Transfer	Out	In	Transfer	Out	Daily	Period
Tue 9/02				5:45AM		11:31AM				5:46	201:00
Wed 9/03											201:00
Thu 9/04											201:00
Fri 9/05				5:45AM		11:45AM				6:00	207:00
Sat 9/06											207:00
Sun 9/07											207:00
Mon 9/08				5:45AM		11:45AM				6:00	213:00
Tue 9/09				5:45AM		11:45AM				6:00	219:00
Wed 9/10		$Clearing	$149.90								
Wed 9/10		$Service Charges-Restr	$58.14								
Wed 9/10		$Tips Decl	$90.20								219:00
Thu 9/11				5:45AM		11:45AM				6:00	225:00
Fri 9/12				5:44AM		11:44AM				6:00	231:00
Sat 9/13											231:00
Sun 9/14											231:00
Mon 9/15				5:44AM		11:44AM				6:00	237:00

Extract from Plaintiff's Time Records from Pay Period 9/7/2025 - 9/20/2025

Here, Plaintiff's time records show three instances in September 2025 where Plaintiff worked shifts over 5 hours without a compliant meal period. Plaintiff's wage statement for the corresponding pay period below further shows Defendants failed to pay Plaintiff a single meal period premium for these violations.

Pay Summary: **2025 - 39 - 1**

This summary is a record of a payment issued and not an image of the actual pay statement.

Bartell Hotels, a CA. LP.
4875 N HARBOR DRIVE
SAN DIEGO, CA 92106-2304

Eliza Tran
[redacted]

Period Beginning Date	Pay Date	Co.	Clock		Home Dept
9/7/2025	9/26/2025	2JV			053035
Period Ending Date	**WGPS Advance Pay Date**	**File #**	**Number**	**Worked In Dept**	
9/20/2025		006066	00390040	053035	

Gross Pay			$ 1,217.14
Regular	Rate: 18.5000	Hours: 49.67	$ 918.90
Clearing Tips (field 3)			$ 149.90
Tips (field 3)			$ 90.20
RESTR SVCCHG (field 3)			$ 58.14

Total Hours Worked: 49.67

Basis of Pay: HOURLY

Extract from Plaintiff's Pay Records from Pay Period 9/7/2025 - 9/20/2025

Defendants may attempt to rely on a purported meal break waiver to excuse these violations; however, any such waiver is void, unenforceable, and legally deficient for several reasons. California law requires that a meal period waiver be the result of a "knowing and intelligent" agreement between the parties. Plaintiff has no recollection of any supervisor or HR representative presenting her with a waiver, nor was she provided a meaningful opportunity to review or understand the nature of the document. The document produced is dated September 15, 2025. According to Plaintiff's time records, Plaintiff worked a shift that day, but she ultimately does not recall anyone presenting her with any paperwork or initiating any conversation with her in which she was asked to review or voluntarily agree to any waiver of her right to a meal break. Plaintiff does not recall signing the document in question, maintains that she would never sign a document that would limit her ability to take meal breaks, and contends the signature is invalid because Defendants obtained it without her "knowing and intelligent" agreement due to her lack of informed consent about the nature of the waiver. Additionally, Plaintiff repeatedly informed her direct supervisor and general manager of her desire to take a meal break during shifts when she was entitled to a break, but for the existence of an alleged meal waiver. This raises serious doubts as to whether Plaintiff and the aggrieved employees were actually allowed to exercise their right to revoke the alleged meal break waiver at any time, as Plaintiff was repeatedly denied a compliant meal break on every occasion she requested one. signed similar agreements after being adequately informed that they were waiving their right to meal breaks. Consequently, Defendants remain liable for premium pay for every day a compliant meal or rest period was not provided, as the purported waiver is a legal nullity.

Finally, on the rare occasion where Plaintiff and the aggrieved employees were scheduled and able to take a meal period, Plaintiff recalls she and others frequently experienced interrupted meal breaks during shifts lasting longer than six hours because Defendants frequently asked Plaintiff and the aggrieved employees to continue working. Specifically, Plaintiff was asked to perform work duties like seating guests at their tables and answering phone calls to address room service and take out orders, despite being on her unpaid meal periods while she was clocked out. Despite repeatedly reporting these interruptions to her general manager as required by Defendants' written policy, this practice continued. Defendants consistently failed to provide Plaintiff with uninterrupted meal periods.

Each time Plaintiff and the aggrieved employees experienced a non-compliant meal period, they were owed a meal period premium. As a matter of policy and practice, Plaintiff and the aggrieved employees were not provided meal period premiums in lieu of non-compliant meal periods as required by Labor Code section 226.7.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Unpaid Rest Period Premium Wages
Violation of Labor Code §§ 226.7, 516, 1198; IWC Wage Orders

Defendants violated Labor Code sections 226.7, 516, and 1198, and the related sections of the IWC Wage Orders with respect to Plaintiff and the covered employees.

Labor Code sections 226.7 and 516 and the IWC Wage Orders require that employers authorize and permit an uninterrupted 10-minute rest period for each four-hour period (or major fraction thereof) that an employee works. Labor Code section 226.7 requires that if a rest period is non-compliant, the employer must pay one additional hour of pay at the employee's "regular rate" of compensation. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, 862 ("We hold that the terms are synonymous: "regular rate of compensation" under section 226.7(c), like "regular rate of pay" under section 510(a), encompasses all nondiscretionary payments, not just hourly wages"). Labor Code section 1198 renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful. The IWC Wage Orders, including Section 12 (Rest Periods), further require one uninterrupted 10-minute rest period for each four-hour period (or major faction thereof) worked and an additional hour of pay at the employee's regular rate of compensation for each workday that a compliant rest period is not authorized or permitted.

Defendants failed to provide all rest periods to which Plaintiff and the aggrieved employees were entitled and further failed to pay all owed rest period premiums. Plaintiff and the aggrieved employees frequently experienced non-compliant rest periods due to the same severe understaffing and practices that caused them to experience non-compliant meal periods. Specifically, Defendants prohibited Plaintiff and the aggrieved employees from taking their required rest breaks without first obtaining coverage for their position while systematically failing to provide adequate coverage when they reported issues with their ability to take rest breaks.

Defendants failed to provide Plaintiff and the aggrieved employees with compliant rest breaks due to inadequate staffing and a policy requiring them not to leave their post unattended. Plaintiff further recalls that the pressure from Defendants to not leave her post unattended was so great that she could not even step away to use the restroom. On the days she tried to step away briefly to use the restroom, she was reprimanded by Defendants who yelled at her for doing so and reminded her that she did not have authorization to use the bathroom without obtaining coverage. However, Plaintiff continued to report these rest break issues as they occurred but Defendants consistently failed to address the lack of adequate coverage when the issue persisted. Defendants unlawful practice of failing to provide mandated and compliant rest periods was common amongst the aggrieved employees.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Untimely Payment of Wages During Employment
Violation of Labor Code §§ 204, 204b, 210

Defendants violated Labor Code sections 204 and/or 204b and 210, as applicable, with respect to Plaintiff and the covered employees.

Labor Code section 204(a) requires payment of "all wages" for non-exempt employees at least twice each calendar month. Labor Code section 204(d) states all wages due must be paid "not more than seven calendar days following the close of the payroll period." Labor Code section 204b applies to employees paid on a weekly basis and also requires the payment for all labor within the required pay periods. Labor Code section 210 provides "every person who fails to pay the wages of an employee as provided in Section … 204 … shall be subject to a civil penalty" of $100 for an initial violation and $200 plus 25% of the amount unlawfully withheld for a subsequent violation.

Because Defendants failed to pay all wages and premiums in each pay period in which such wages were earned at the lawful rate, Defendants violated Labor Code section 204 and/or 204b (for weekly employees, as applicable). Defendants violated Labor Code sections 204 and 204b by failing to pay all wages and premiums owed on the regular pay days scheduled each pay period within seven calendar days of the close of the payroll period, as a result of the policies and practices set forth in this notice. Specifically, Defendants consistently failed to pay all owed meal and rest break penalties and other wages on time each payday.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Untimely Payment of Wages Upon Separation of Employment
Violation of Labor Code §§ 201, 202, 203, 256

Defendants violated Labor Code sections 201, 202, and 203 with respect to the covered employees by failing to pay all wages and premiums owed upon termination of employment.

Labor Code section 201 requires that if an employer fires an employee, the wages must be paid immediately. Labor Code section 202 requires that if an employee quits without providing 72 hours' notice, his or her wages must be paid no later than 72 hours thereafter. Labor Code section 202 states that if an employee provides 72 hours' notice, the final wages are payable upon his or her final day of employment. Labor Code section 203 requires an employer who fails to comply with Labor Code sections 201 or 202 to pay a waiting time penalty for each employee, up to a period of 30 days additional compensation.

Defendants failed to pay all wages and premiums owed to covered employees during their employment as set forth in this notice, and also failed to timely pay those amounts to departing employees upon separation of employment. Specifically, Plaintiff did not receive any of the meal and rest break premiums she was owed at the time of her termination. This is indicative of a common practice amongst the aggrieved employees. Defendants did not pay waiting time penalties for the late payments. As a result, Defendants violated Labor Code sections 201, 202, and 203.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

<u>Non-Compliant Wage Statements</u>
Violation of Labor Code §§ 226, 226.3

Defendants violated Labor Code sections 226(a) and 226.3 with respect to the covered employees by failing to furnish itemized wage statements each pay period that accurately list all information required by Labor Code section 226(a)(1) through (9).

<u>Labor Code section 226(a)</u> requires an employer to furnish wage statements to employees semimonthly or at the time of each payment of wages, "an accurate itemized statement in writing showing:" (1) gross wages earned, (2) total hours worked, (3) the number of piece rate units earned and applicable piece-rate in effect, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the pay period, (7) the name of the employee and last four digits of SSN or an EIN, (8) the name and address of the legal name of the employer, and (9) all applicable hourly rates in effect during the pay period and the number of hours worked at each hourly rate by the employee.

Defendants failed to provide accurate itemized wage statements to the covered employees each pay period as a result of the policies and practices set forth in this notice. Defendants violated Labor Code section 226(a)(1) and (5) by not listing the correct "gross wages earned" or "net wages earned," as the employees earned wages and premiums that were not paid, resulting in an inaccurate reflection, and recording of "gross wages earned" on those wage statements. Likewise, in violation of Labor Code section 226(a)(9), Defendants failed to state on employee wage statements each pay period the applicable hourly rates in effect and the number of hours worked at that rate, as Defendants failed to pay all wages and premiums owed to employees. The amounts stated are instead depreciated and underpaid, resulting in an inaccurate reflection on the pay stub.

Plaintiff and other covered employees cannot promptly and easily determine from the wage statement alone the wages paid or earned without reference to other documents or information. Indeed, these wage statement violations are significant because they sow confusion among Plaintiff and other covered employees with respect to what amounts were owed and paid, at what rates, the number of hours worked, and how those amounts were or should be calculated. The wage statements reflect a false statement of earnings and concealed the underlying problems and underpayments of employee wages.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

<u>Failure to Maintain Accurate Records</u>
Violation of Labor Code § 1174; IWC Wage Orders

Defendants violated Labor Code sections 1174 and the IWC Wage Orders by failing to maintain accurate employee payroll records with respect to Plaintiff and other covered employees.

<u>Labor Code section 1174</u> requires that employers maintain accurate "payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments." <u>Section 7(A)</u> of the <u>IWC Wage Orders</u>, which may be enforced through Labor Code section 1198, mandates similar recordkeeping obligations.

Because of the policies and practices set forth in this notice, including the failure to accurately account for wages earned or hours worked, Defendants failed to accurately maintain records in accordance with Labor Code section 1174 and the IWC Wage Orders.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

<u>Attorneys' Fees and Costs</u>
Labor Code § 2699(k)(1)

Plaintiff has been compelled to retain the services of counsel to protect the interests of other covered employees and the State of California. Plaintiff continues to incur attorneys' fees and costs, which are recoverable under California law, including Labor Code section 2699(k)(1).

- LITIGATION HOLD NOTICE –

This letter imposes a duty upon all defendants and their respective employees, officers, directors, executives, attorneys, human resource and payroll personnel, accountants, and other agents to preserve all physical and electronic evidence, including electronically stored information and emails, which relate to the employment of Plaintiff and the covered employees specified in this notice. Evidence includes, but is not limited to, Defendants' written employment and payroll policies and handbooks; the covered employees' personnel files and payroll records, such as paystubs, time records, wage statements, compensation reports, as well as the underlying electronic data in Excel or similar format. Memoranda and internal and external correspondence relating to the subject matter of this notice shall also be maintained. Failure to preserve and retain relevant evidence may constitute spoliation of evidence and result in an adverse inference or sanctions.

If you have any questions regarding the scope of your obligations to preserve evidence, please consult your legal counsel and always err on the side of caution. Periodic or regularly scheduled purges or deletions of information covered by this hold <u>must be suspended immediately</u>.

- CONCLUSION -

If the LWDA does not pursue enforcement, Plaintiff intends to bring representative claims on behalf of the State of California and the covered employees seeking civil penalties for violations of the Labor Code and the IWC Wage Orders, along with attorneys' fees, costs, interest, and other appropriate relief.

Please advise if the LWDA intends to investigate any of the factual or legal allegations set forth in this notice. Defendants may contact Plaintiff's counsel with any questions regarding this letter or the forthcoming lawsuit.

Sincerely,

Elyssa Martinez

Elyssa Martinez

CY

Cc Plaintiff Eliza Tran
HR Representative, Lindsey Wisherd - Lindsey.Wisherd@Hilton.com