

Settlement and Release Agreement

It is stipulated and agreed by and among the undersigned Parties, subject to the approval of the Court, that the Settlement of this Action shall be effectuated upon and subject to the following terms and conditions. Capitalized terms used herein shall have the meanings set forth in Article I or as defined elsewhere in this Settlement and Release Agreement (“Agreement” or “Settlement Agreement”).

This Agreement is made by and between Plaintiffs Angelica Amaro, Michelle Baker, Laela Duncan, Ingrid Sardarian, Amy Singh, Sydney Surrell, and Harmony Blossom (collectively referred to herein as “Plaintiffs”), on the one hand, and Defendants Waldorf=Astoria Management LLC and Waldorf=Astoria Employer LLC (“Defendants”) on the other hand. Plaintiffs and Defendants collectively are referred to in this Agreement as “the Parties.”

The Parties agree that the Actions shall be, and hereby are, ended, settled, resolved, and concluded by agreement of Defendants to pay the gross settlement amount of Eight Hundred Seventy-Seven Thousand Five Hundred Sixty-Two Dollars and Zero cents (\$877,562.00) as provided in Section 3.06(a) below (“Maximum Settlement Amount”) pursuant to the terms and conditions of this Agreement and for the consideration set forth herein.

RECITALS

1. On February 23, 2023, a putative class action complaint, *Bolos et al. v. Waldorf Astoria Management LLC, et. al.* (hereinafter referred to as the “Bolos Complaint” or “preceding lawsuit”), was filed in the U.S. District Court of Hawai‘i, Case No. 1:23-cv-00104 (the “Bolos Action”).

2. On March 8, 2023, Laurie Bolos, plaintiff in the Bolos Action, submitted a notice to California’s Labor and Workforce Development Agency (“LWDA”) purporting to exhaust notice requirements under California’s Private Attorney General Act (“PAGA”) of certain claims under the California Labor Code against a number of entities, including Waldorf=Astoria Management LLC (“Bolos PAGA Notice”).

3. On August 29, 2023, an Amendment to PAGA notice substituting Plaintiff Amy Singh for Plaintiff Laurie Bolos for purposes of the PAGA Notice and alleging additional violations of the California Labor Code was filed with the LWDA (“Singh PAGA Notice”).

4. On November 5, 2023, Plaintiff Blossom submitted a notice to the LWDA purporting to exhaust notice requirements under PAGA of certain claims under the California Labor Code against Defendants (“Blossom PAGA Notice”).

5. On November 6, 2023, Plaintiff Blossom filed a putative class action complaint against Defendants in Los Angeles Superior Court, Case No. 23STCV27316 (the “Blossom Action”). The Blossom Action asserts claims for: (1) failure to pay minimum wages; (2) failure to pay overtime compensation; (3) failure to provide meal periods; (4) failure to authorize and permit rest breaks; (5) failure to indemnify necessary business expenses; (6) failure to timely pay final wages at termination; (7) failure to provide accurate itemized wage statements; and (8) unfair business practices. On December 15, 2023, Defendants removed the case to the U.S. District Court

for the Central District of California, Case No. 2:23-cv-10510 MCS-PVC. On February 21, 2024, the Blossom Action was remanded to Los Angeles Superior Court, where it is currently pending.

6. On November 27, 2023, Plaintiffs Amaro, Baker, Duncan, Sardarian, Singh, and Surrell (formerly putative class members in the Bolos Action) filed a putative class and representative action complaint against Defendant Waldorf=Astoria Management LLC and Kevin B. Hair and Beauty, LLC in Los Angeles Superior Court, Case No. 23STCV29009 (the “Amaro Action”). The Amaro Action asserts claims for: (1) willful misclassification; (2) failure to pay all wages, minimum wage, and overtime; (3) willful failure to pay all wages upon separation; (4) failure to authorize or permit rest breaks and provide meal periods; (5) failure to provide paid sick leave; (6) willful failure to provide accurate wage statements; (7) failure to provide workers’ compensation benefits; (8) failure to maintain written commissions agreement; (9) unlawful retaliation; (10) failure to pay wages and fringe benefits; (11) failure to indemnify and reimburse for employment related expenses; (12) making or authorizing illegal deductions; (13) unlawful tip-sharing and confiscation of gratuities; (14) failure to produce payroll records upon request; (15) unfair business acts and practices; (16) unjust enrichment/restitution; (17) civil penalties under PAGA. On December 15, 2023, Defendants removed the case to the U.S. District Court for the Central District of California, Case No. 2:24-cv-00139-MEMF-JC, where it is currently pending.

7. On July 16, 2024, the Parties jointly mediated the class and PAGA claims asserted in the Amaro Action (with the exception of the independent contractor misclassification claims asserted therein) and the Blossom Action with mediator Michael J. Loeb, Esq. On August 27, 2024, with the aid of the mediator and after weeks of further negotiations, the Parties reached a class action and PAGA settlement to resolve the Amaro Action (including the independent contractor misclassification claims asserted therein) and the Blossom Actions, as set forth below (“Settlement”).

8. On or about January 30, 2025, the Parties executed a Confidential Memorandum of Understanding (“MOU”) setting forth certain material terms of the Settlement.

ARTICLE I **DEFINITIONS**

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

a. “Actions” means the actions described as follows: (1) *Angelica Amaro, et al. v. Waldorf=Astoria Management LLC, et al.* (United States District Court, Central District of California Case No. 2:24-CV-00139-MEMF-JC) and (2) *Harmony Blossom v. Waldorf Astoria Employer, LLC, et al.* (Los Angeles Superior Court Case No. 23STCV27316. For purposes of the Court’s approval hearings of the Settlement, after the Amaro Action is remanded and after the First Amended Class and Representative Action Complaint is filed in the *Blossom* matter, the *Blossom* matter shall be referred to herein as the “Action.”

b. “Agreement” or “Settlement Agreement” means this Settlement and Release Agreement, including the attached Exhibit(s).

c. “Class” means all current and former non-exempt employees of Defendants who

worked at the Waldorf Astoria Beverly Hills from November 6, 2019 through October 14, 2024, together with Plaintiff Ingrid Sardarian with respect to the period from February 23, 2019 through October 14, 2024 during which she performed services at the Kevin B Salon located at the Waldorf Astoria Beverly Hills Hotel while classified as an independent contractor

d. “Class Counsel” means the attorneys for the Class and the Class Members, who are:

Kane Moon
Daniel J. Park
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e. “Class List” means a list based on Defendants’ business records that identifies each Class Member’s name, last known home or mailing address, Social Security number or, as applicable, other taxpayer identification number, the number of Qualifying Workweeks worked during the Class Period, and the number of Qualifying PAGA Workweeks worked during the PAGA Period. The Settlement Administrator shall keep names, contact information, and social security numbers strictly confidential, except as needed to verify their identity and contact information.

f. “Class Member(s)” means all members of the Class.

g. “Class Period” means November 6, 2019 through October 14, 2024, except with respect to Plaintiffs Angelica Amaro, Michelle Baker, Laela Duncan, Ingrid Sardarian, Amy Singh, and Sydney Surrell, whose individual release period shall be February 23, 2019 through October 14, 2024 to coincide with the initial filing of the Bolos Action.

h. “Class Representatives” means Harmony Blossom, Angelica Amaro, Michelle

Baker, Laela Duncan, Ingrid Sardarian, Amy Singh, and Sydney Surrell.

i. “Court” means the Los Angeles County Superior Court.

j. “Date of Finality” means the later of the following: (1) the date the Final Order is signed if no objections are made to the Settlement or if objections are made and withdrawn; (2) five (5) days after the deadline to appeal the Final Order has expired without a timely appeal or request for review being filed if objections are filed and overruled; (3) ten (10) days after any appeal is withdrawn or after an appellate decision affirming the Final Order without material modification becomes final if objections are filed and overruled and an appeal is taken of the Final Order; (4) the date that the Blossom Action is dismissed with prejudice; or (5) the date that the Amaro Action is dismissed with prejudice.

k. “Defendants” means Waldorf=Astoria Management LLC and Waldorf=Astoria Employer LLC.

l. “Defense Counsel” means counsel for Defendants:

JACKSON LEWIS P.C.

Connie L. Chen

Robert D. Vogel

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m. “Final Order Approving Settlement of Class Action” or “Final Order” means the final court order and judgment signed and entered by the Court following the Final Fairness and Approval Hearing in accordance with the terms herein, certifying the Class for settlement purposes, finally approving the settlement of Plaintiffs’ class and PAGA claims, and entering judgment thereupon.

n. “Maximum Settlement Amount” means Eight Hundred Seventy-Seven Thousand Five Hundred Sixty-Two Dollars and Zero Cents (\$877,562.00) to be paid on behalf of Defendants as provided by this Agreement to settle the Actions. All payments contemplated by this Settlement, including but not limited to payments to the Plaintiffs, Participating Class Members, PAGA Group Members, the LWDA, the Settlement Administrator, and Class Counsel, shall be paid out of the Maximum Settlement Amount. The Maximum Settlement Amount is subject to a pro rata increase pursuant to Section 3.04(f) below. No part of the Maximum Settlement Amount shall revert to Defendants. In no event shall Defendants be required to pay more than the Maximum Settlement Amount, except as subject to 3.04(f) below.

o. “Incentive Awards” means a monetary amount of up to Thirty-Six Thousand Five Hundred Dollars and Zero Cents (\$36,500.00) to be apportioned between the Class Representatives as follows: \$9,500 to Plaintiff Blossom, \$3,500 to Plaintiff Amaro, \$2,500 to

Plaintiff Baker, \$2,500 to Plaintiff Duncan, \$7,500 to Plaintiff Sardarian, \$7,500 to Plaintiff Singh, and \$3,500 to Plaintiff Surrrell, all subject to Court approval, in recognition of their efforts and work in prosecuting the Action on behalf of Class Members.

p. “Individual PAGA Payment(s)” means each PAGA Group Member’s respective share of the Net PAGA Payment. Individual PAGA Payments will be determined by the calculations provided in this Agreement, which will be in addition to Individual Settlement Payments if PAGA Group Members are Participating Class Members as well.

q. “Individual Settlement Payment(s)” means each Participating Class Member’s respective share of the Net Settlement Amount. Individual Settlement Payments will be determined by the calculations provided in this Agreement.

r. “LWDA” means The State of California Labor and Workforce Development Agency.

s. “LWDA Payment” means the 75% of the PAGA Settlement Amount to be distributed to the LWDA.

t. “Motion for Final Approval” means Plaintiffs’ submission of a written motion, including any evidence as may be required for the Court to conduct an inquiry into the fairness of the Settlement as set forth in this Agreement, to conduct a Final Fairness and Approval Hearing, and to enter a Final Order in this Action.

u. “Motion for Preliminary Approval” means Plaintiffs’ submission of a written motion, including any evidence as may be required for the Court to grant preliminary approval of the Settlement as required by Rule 3.769 of the California Rules of Court.

v. “Net Settlement Amount” means the Maximum Settlement Amount less the Administration Costs, Attorney’s Fees and Costs, Incentive Awards, and PAGA Settlement Amount that are approved by the Court, pursuant to Section 3.06 below.

w. “Net PAGA Payment” means the 25% of the PAGA Settlement Amount to be distributed to the PAGA Group Members.

x. “Non-Participating Class Member(s)” means any Class Member(s) who submit a valid and timely written request to be excluded from the Class pursuant to Section 3.04(b) below.

y. “Notice Packet” means the Court-approved version of the Notice of Class Action Settlement attached hereto as **Exhibit A**.

z. “PAGA” means the California Private Attorneys General Act of 2004, which is codified in California Labor Code §§ 2698 *et seq.*

aa. “PAGA Settlement Amount” means the portion of the Maximum Settlement Amount approved by the Court to be allocated to the resolution of the PAGA Group Members’ claims arising under PAGA.

bb. “PAGA Group Members” means all current and former non-exempt employees of Defendants who worked at the Waldorf Astoria Beverly Hills from March 8, 2022 through October 14, 2024 (“PAGA Period”).

cc. “Participating Class Member(s)” is defined as a Class Member who does not timely exclude himself or herself from the Settlement.

dd. “Preliminary Approval Date” means the date the Court signs an order preliminarily approving the Settlement embodied in this Agreement and ordering that notice be sent to all Class Members.

ee. “Qualified Settlement Fund” or “QSF” means a fund within the meaning of Treasury Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the Settlement Administrator.

ff. “Qualifying PAGA Workweeks” means the number of weeks that PAGA Group Members worked as non-exempt employees during the PAGA Period.

gg. “Qualifying Workweeks” means the number of weeks that Class Members worked as non-exempt employees during the Class Period, or, in the case of Ingrid Sardarian, as an independent contractor performing services at the Kevin B Salon located at the Waldorf Astoria Beverly Hills Hotel. Qualifying Workweeks for Plaintiffs Angelica Amaro, Michelle Baker, Laela Duncan, Ingrid Sardarian, Amy Singh, and Sydney Surrell shall be any workweeks they worked during the period of February 23, 2019 through October 14, 2024..

hh. “Released Parties” means Defendants and each of their present, former, and future parent companies, subsidiaries, divisions, dba’s, related or affiliated companies, predecessors, insurers, hotel ownership entities, shareholders, successors and assigns, and their current and former officers, directors, employees, agents, members, managing entities, joint employers, integrated enterprises, and attorneys thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs.

ii. “Response Deadline” means the deadline by which Class Members must postmark requests for exclusion or written notices of objection. The Response Deadline is either: (1) forty-five (45) calendar days after the initial mailing of the Notice Packet by the Settlement Administrator; or (2) if a Class Member’s notice is re-mailed, fifteen (15) calendar days from the re-mailing, or forty-five (45) calendar days from the date of the initial mailing, whichever is later. If the Response Deadline would otherwise fall on a Sunday or federal holiday, the Response Deadline is extended to the next day on which the U.S. Postal Service is open.

jj. “Settlement Administration Costs” means all costs incurred by the Settlement Administrator in administration of the Settlement, including, but not limited to, mailing of notice to the class, calculation of Individual Settlement Payments, generation of Individual Settlement Payment checks and related tax reporting forms, administration of unclaimed checks, and generation of checks to Class Counsel for attorneys’ fees and costs, to Class Representatives for their Incentive Awards, and to the LWDA. The Settlement Administration Costs are estimated not to exceed \$11,500.00. If the actual amount of the Settlement Administration Costs is less than

\$11,500.00, the difference between \$11,500.00 and the actual Settlement Administration Costs shall be a part of the Net Settlement Amount. If the Settlement Administration Costs exceed \$11,500.00 and are approved by the Court, then such excess will be paid solely from the Maximum Settlement Amount and Defendants shall not be responsible for paying any additional funds in order to pay these additional costs.

kk. "Settlement Administrator" means Phoenix or such settlement administrator as is approved by the Court to be responsible for the administration of this Settlement.

ARTICLE II CONTINGENT NATURE OF THE AGREEMENT

Section 2.01: Stipulation of Class Certification for Settlement Purposes

The Parties stipulate to the certification of the Settlement Class under this Agreement for purposes of settlement only. This Agreement is contingent upon the approval and certification by the Court. If the Date of Finality does not occur, the fact that the Parties were willing to stipulate for the purposes of this Agreement to a Class shall have no bearing on, nor be admissible in connection with, the issue of certification of the Class with respect to all causes of action alleged in the Actions. Defendants do not consent to certification of the Class for any purpose other than to effectuate settlement of the Actions. If the Date of Finality does not occur, any certification of the Class as to Defendants will be vacated and Class Representatives, Defendants and the Class will be returned to their positions with respect to the Actions as if the Agreement had not been entered into. In the event that the Date of Finality does not occur: (a) any Court orders preliminarily or finally approving certification of any class contemplated by this Agreement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity; and (b) the fact of the settlement reflected in this Agreement, the fact that Defendants did not oppose the certification of a Class under this Agreement, or that the Court preliminarily approved the certification of the Class, shall not be used or cited thereafter by any person or entity, in any manner whatsoever, including without limitation any contested proceeding relating to the certification of any class. If the Date of Finality does not occur, this Agreement shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever. Defendants expressly reserve the right to challenge the propriety of class certification in the Actions for any purpose, if the Date of Finality does not occur. The Parties and their respective counsel shall take all steps that may be requested by any court relating to the approval and implementation of this Agreement and shall otherwise use their respective best efforts to obtain court approval and implement this Agreement. If any court does not grant the Motion for Preliminary Approval and/or the Motion for Final Approval or approve any other request necessary to fully implement this Settlement, the Parties agree to meet and confer to address the court's concerns.

ARTICLE III PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF THE SETTLEMENT

The procedure for obtaining court approval of and implementing this Agreement shall be as follows:

Section 3.01: Consolidation of Actions and Motion for Conditional Class Certification and Preliminary Approval

The Parties shall file a stipulation and proposed order in the form attached hereto as **Exhibit B** in the Amaro Action asking the U.S. District Court for the Central District of California to remand the Amaro Action to the Los Angeles County Superior Court for the purposes of settlement approval only. The remand of the Amaro Action shall be requested on the condition that, if the Settlement is not approved and does not become final, the Parties shall stipulate to re-remove the cases and resume litigation in the U.S. District Court. In the event that this Settlement Agreement does not become final for any reason, Defendants shall have the right to move to reinstate the Amaro Action to the U.S. District Court for the Central District of California. Plaintiffs shall not oppose such motion or request but shall rather stipulate to reinstatement, and the Parties shall take any other steps that may be necessary to return the Amaro Action to the U.S. District Court in the same position as it was before Settlement was reached.

Following the execution of the Agreement and remand of the Amaro Action to Los Angeles County Superior Court, the Parties shall stipulate to the filing, in the Blossom Action, a First Amended Complaint (“Blossom FAC”) attached hereto as **Exhibit C** that: (1) adds Angelica Amaro, Michelle Baker, Laela Duncan, Ingrid Sardarian, Amy Singh, and Sydney Surrell as Class Representatives; and (2) conforms to the allegations and claims of the Bolos PAGA Notice, Singh PAGA Notice, and Amaro Action, including adding all claims alleged or considered in both the Amaro Action and Blossom Action and at mediation. Defendants shall have no obligation to answer the Blossom FAC. Prior to filing the Blossom FAC, Plaintiffs shall submit amended PAGA notices to the LWDA, in the form attached hereto as **Exhibit D**, that add any new allegations and claims included in the Blossom FAC which were not previously disclosed to the LWDA. Following execution of the Agreement, remand of the Amaro Action, and filing of the Blossom FAC, Class Counsel shall file a request for dismissal of the Amaro Action without prejudice. Within five (5) calendar days of the court order granting Final Approval in the amended Blossom Action, Class Counsel will file a dismissal with prejudice in the *Amaro* Action.

Within twenty-one (21) days of the Order of Remand and following the filing of the Amended PAGA notices with the LWDA, Class Counsel will provide notices of the Settlement to the LWDA under California Labor Code section 2699(i) and move the Court for an order granting preliminary approval of this Agreement, including: preliminary certification, for settlement purposes only, of the Class; preliminary appointment, for settlement purposes only, of Class Counsel; preliminary appointment of Phoenix as the Settlement Administrator; preliminary approval of the resolution of Plaintiffs’ class and PAGA claims; approval of the Parties’ proposed Notice Packet; authorization for the Settlement Administrator to send out class notice; and setting any deadlines and hearing dates necessary to implement the Settlement and secure final approval. Class Counsel shall provide Defendants’ counsel with a draft of the motion and all supporting papers, including a proposed order, for review and approval seven (7) days before they are filed with the Court. The date that the Court grants preliminary approval of this Agreement will be the “Preliminary Approval Date.”

Section 3.02: The Settlement Administrator

Subject to Court approval, the Parties have chosen Phoenix to administer this Settlement

and to act as the Settlement Administrator, including but not limited to distributing and responding to inquiries about the Notice Packet, determining the validity of exclusions/opt-outs, calculating the Net Settlement Amount and the Individual Settlement Payments, establishing and maintaining the QSF, and making all payments required under this Agreement. The Settlement Administrator shall expressly agree to all of the terms and conditions of this Agreement, including the Settlement Administration Costs. All Settlement Administration Costs shall be paid to the Settlement Administrator from the Maximum Settlement Amount.

Section 3.03: Notice to Class Members

No later than thirty (30) calendar days after the Preliminary Approval Date, Defendants will provide the Settlement Administrator the Class List.

Within ten (10) business days of receiving a Class List from Defendants, the Settlement Administrator will provide their calculations of anticipated Individual Settlement Payments and Individual PAGA Payments to counsel for the Parties for review and approval. Within fifteen (15) business days of receiving a Class List from Defendants, the Settlement Administrator will send Class Members the Court-approved Notice Packet by first-class mail to their last known address, or using such alternative methods as the Court may require. The Settlement Administrator will check all Class Member addresses against the National Change of Address database and shall update any addresses before mailing.

The Settlement Administrator will skip trace and re-mail all returned, undelivered mail within five (5) days of receiving notice that a Notice Packet was undeliverable. If the Notice Packet is returned with a forwarding address, the Settlement Administrator shall re-mail the Notice Packet to the forwarding address. With respect to those Class Members whose Notice Packet is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace and, if another address is identified, shall mail the Notice Packet to the newly identified address. The Settlement Administrator will note for its own records and notify Class Counsel and Defense Counsel of the date of each re-mailing as part of a weekly status report provided to the Parties.

In the event a Class Member's Notice Packet remains undeliverable forty-five (45) calendar days after the Notice Packet was initially mailed, the Settlement Administrator will not mail the Class Member's Individual Settlement Payment. The Settlement Administrator will hold the Class Member's Individual Settlement Payment during the check cashing period on behalf of the Class Member. If at the conclusion of the check cashing period the Class Member's Notice Packet and Individual Settlement Payment remain undeliverable and/or unclaimed and uncashed, the Settlement Administrator will distribute the funds from unclaimed/uncashed checks in accordance with the procedures set forth in Section 3.06(i) below.

No later than twenty (20) court days prior to the Final Fairness and Approval Hearing, the Settlement Administrator shall provide Defense Counsel and Class Counsel with a declaration attesting to completion of the notice process, including any attempts to obtain valid mailing addresses for and re-sending of any returned Notice Packets, as well as the number of valid requests for exclusion and objections that the Settlement Administrator received.

Section 3.04: Responses to Notice

a. Class Member Disputes

If any Class Member disagrees with his or her Qualifying Workweeks during the Class Period or Qualifying PAGA Workweeks as reflected in the Notice Packet, the Class Member shall contact the Settlement Administrator and provide any supporting documentation by the Response Deadline. The Settlement Administrator shall immediately contact Defense Counsel regarding the dispute and Defense Counsel will work in good faith with the Settlement Administrator to resolve it. If the dispute remains unresolved, the Settlement Administrator will be the final arbiter of the Qualifying Workweeks for each Class Member during the Class Period based on the information provided to it. All disputes shall be resolved before the Settlement Administrator provides its declaration regarding the completion of the notice process.

b. Requests for Exclusion from Class

Any Class Member who wishes to exclude himself or herself from the Class and this Settlement (*i.e.*, to opt out), must mail a written request to be excluded to the Settlement Administrator postmarked on or before the Response Deadline. To be valid, a Request for Exclusion must include: (1) the Class Member's full legal name; (2) the last four digits of the Class Member's Social Security Number (for identity verification purposes); (3) the Class Member's signature; and (4) the following statement: "Please exclude me from the Settlement Class in the *Blossom/Amaro v. Waldorf=Astoria Management LLC, et al.* matter" or any statement of similar meaning standing for the proposition that the Class Member does not wish to participate in the Settlement. The Settlement Administrator shall immediately provide copies of all Requests for Exclusion to Defendants' Counsel (including the mailing envelope evidencing the postmark date) and shall report the number of Requests for Exclusions that it receives, to all counsel in weekly reports, and to the Court, in its declaration to be provided in advance of the Final Approval Hearing. It shall be presumed that, if a Request for Exclusion is not postmarked and sent by first class mail before the Response Deadline, the Class Member did not timely submit the form. Any Class Member who timely and validly requests exclusion from the Class and this Settlement will not be entitled to any Individual Settlement Payment, will not be bound by the Released Claims by Class Members set forth in Section 5.01 below, and will not have any right to object, appeal, or comment thereon. However, any individual who excludes him or herself from the Class shall remain a member of the PAGA Group and be bound by the Released Claims by PAGA Group Members set forth in Section 5.02 below.

The Settlement Administrator shall review each Request for Exclusion upon receipt for timeliness, completeness, and validity. If a Request for Exclusion is defective or incomplete, the Settlement Administrator will promptly notify the Settlement Class Member of the defect or deficiency and permit the Settlement Class Member fifteen calendar days from the date of the mailing of the deficient notice or to the Response Deadline, whichever is later (the "Cure Deadline"), to cure the defect. Notwithstanding the foregoing, any returned Request for Exclusion that is cured will not be considered effective unless: (i) the original returned form was postmarked or delivered before the Response Deadline; and (ii) the cured Request for Exclusion was postmarked or delivered before the Cure Deadline. Settlement Class Members shall only be permitted one opportunity to cure a defective Request for Exclusion.

Any Class Member who fails to timely submit a request for exclusion shall automatically be deemed a Class Member whose rights and claims with respect to the issues raised in the Action are determined by the Court's Final Order Approving Settlement of Class Action. Thus, said Class Member's rights to pursue any claims covered by the Action and/or released in this Agreement will be extinguished.

c. Objections to Settlement

Any Class Member who wishes to object to this Agreement must send a written statement of the grounds for their objection to the Settlement Administrator, signed by the objector and postmarked no later than the Response Deadline, or appear at the Final Approval Hearing. Written objections should contain: the full name, home address, and telephone number of the objecting Class Member; the last four digits of the objecting Class Member's social security number, and a clear statement explaining the legal and factual basis for the objection(s); identification of the objector's attorney (if any); a clear statement indicating whether the objector or a legal representative intends to appear at the Final Settlement Approval Hearing; and the case name and number. It shall be presumed that, if an objection is not postmarked and sent by first class mail before the Response Deadline, the Class Member did not timely submit the form. The Settlement Administrator shall send any objections it receives to Defense Counsel and Class Counsel within three (3) business days of receipt. The Court retains final authority with respect to the process, consideration, and admissibility of any Class Member objections.

Class Members who object to the Agreement may still participate in the settlement. A Class Member who objects to the Agreement, but does not timely submit a Request for Exclusion, will remain a Class Member. Accordingly, if the Court approves the Agreement, such Class Members will be bound by the terms of the Agreement in the same way as those who do not object. If a Class Member validly submits both a Request for Exclusion and an objection, the Request for Exclusion will prevail and the Class Member shall not participate in the Settlement or have standing to object.

d. Plaintiffs' Waiver of Right to Be Excluded and Object and Waiver of Appeal

Plaintiffs agree that, by signing this Settlement Agreement, they are hereby bound by the terms herein. For good and valuable consideration, Plaintiffs further agree that they will not request to be excluded from the Settlement Agreement, nor object to any terms herein. Nor will they appeal the Final Approval Order. Any such request for exclusion or objection by Plaintiffs will be void and of no force or effect. Any efforts by Plaintiffs to circumvent the terms of this paragraph will be void and of no force or effect.

e. Encouragement of Class Members

At no time shall Plaintiffs or their counsel (directly or indirectly) seek to solicit or otherwise encourage Class Members to opt out of or object to the Settlement, or to appeal the Court's Final Approval Order. Class Counsel may respond to inquiries from Class Members.

f. Right of Plaintiffs to Adjust Maximum Settlement Amount

Defendants have estimated that the number of workweeks during the Class Period is approximately 66,605. If the actual number of workweeks during the Class Period exceeds 66,605

by more than 10%, there will be an adjustment to the Maximum Settlement Amount in the amount of \$12.50 per workweek for all workweeks in excess of 73,266. In the event this clause is triggered, Defendants shall have the option, at their sole discretion, to shorten the Class Period to limit the number of workweeks to 66,605 in lieu of the adjustment to the Maximum Settlement Amount outlined above. However, Defendant's option to exercise this clause shall expire at the time notice is scheduled to be mailed to Class Members.

g. Termination for Lack of Sufficient Participation

If five percent (5%) or more of the Class Members make a valid request to be excluded from the Class, Defendants will have the sole right, but not the obligation, to void the Agreement within fourteen (14) days of the latest Response Deadline. If Defendants exercise that right to void the Agreement, then the Parties will have no further obligations under the Agreement, including any obligation by Defendants to pay the Maximum Settlement Amount, or any amounts that otherwise would have been owed under this Agreement. Defendants shall notify Class Counsel, in writing via USPS and email, and the Court whether it is exercising its right to void the Agreement.

Section 3.05: Final Fairness and Approval Hearing

On or before the date required pursuant to the Order for Preliminary Approval, Class Counsel shall file a Motion for Final Approval of the Settlement, asking the Court to issue the Final Order, along with any other filings the Court has required. Class Counsel shall provide Defendants' counsel with a draft of the motion and all supporting papers, including a proposed order, for review and approval seven (7) days before they are filed with the Court. On the date set forth in the Order for Preliminary Approval or as subsequently reset by the Court, a Final Fairness and Approval Hearing shall be held before the Court in order to (1) review this Agreement and determine whether the Court should give it final approval, and (2) consider any objections made and all responses by the Parties to such objections. At the Final Fairness and Approval Hearing, the Parties shall ask the Court to grant final approval to this Agreement and shall submit to the Court a Proposed Final Order and Judgment Approving Settlement of Class Action.

Section 3.06: Settlement Payment Procedures

a. Settlement Amount

Within thirty (30) days after the Date of Finality, Defendants shall transfer the Maximum Settlement Amount into a QSF established by the Settlement Administrator either directly or by sending the funds to the Settlement Administrator to be deposited and distributed. Within ten (10) court days, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct for any known or identifiable address changes and use the Maximum Settlement Amount to make all payments required under this Agreement. In connection with Defendants' transfer of the Maximum Settlement Amount into the QSF, the following definitions will apply: Defendants will be "transferors" within the meaning of Treasury Regulation § 1.468B-1(d)(1) to the QSF with respect to the amounts transferred; the Claims Administrator will be the "administrator" of the QSF within the meaning of Treasury Regulation § 1.468B-2(k)(3), responsible for causing the filing of all tax returns required to be filed by or with respect

to the QSF, paying from the QSF any taxes owed by or with respect to the QSF, and complying with any applicable information reporting or tax withholding requirements imposed by Treasury Regulation § 1.468B-2(1)(2) or any other applicable law on or with respect to the QSF, and in accordance with this Settlement Agreement; and Defendants and the Claims Administrator shall reasonably cooperate in providing any statements or making any elections or filings necessary or required by applicable law for satisfying the requirements for qualification as a QSF, including the relation-back election within the meaning of Treasury Regulation § 1.468B-1(j). The Claims Administrator shall promptly provide a current Internal Revenue Service (“IRS”) Form W-9 of the QSF to Defendants. Defendant shall not be required to make any payments unless and until the Date of Finality occurs and all other conditions specified in this Agreement are fully satisfied.

b. Payment of Attorneys’ Fees and Costs

Class Counsel shall move for an award of attorneys’ fees of up to one-third (1/3) of the Maximum Settlement Amount, and Defendant shall not oppose the request for attorneys’ fees so long as the request does not exceed one-third of the Maximum Settlement Amount. Class Counsel shall submit an application for an award of actual costs associated with Class Counsel’s prosecution of the Actions as set forth by declaration testimony in an amount up to not to exceed Twenty Thousand Dollars and Zero Cents (\$25,000.00) and Defendants shall not oppose the request for costs so long as it does not exceed that amount. Such application for attorneys’ fees and costs shall be heard by the Court at the Final Fairness and Approval Hearing.

Any attorneys’ fees and costs awarded to Class Counsel by the Court (“Attorney’s Fees and Costs”) shall be paid from the Maximum Settlement Amount within ten (10) court days after Defendants transfer the Maximum Settlement into a QSF established by the Settlement Administrator and shall not constitute payment to any Class Member(s). The Attorney’s Fees and Costs shall encompass all work performed, costs, and expenses related to the investigation, prosecution, and settlement of the Actions. To the extent that the Court approves less than the amount of attorney’s fees and/or costs that Class Counsel requests, the difference between the requested and awarded amounts will be reallocated to the Net Settlement Amount. The Court’s adjustment, if any, of the amount allocated to the Attorney’s Fees and Costs will not invalidate this Agreement.

c. Payment of Settlement Administration Costs

Subject to Court approval, Settlement Administration Costs in the amount of Eleven Thousand Five Hundred Dollars (\$11,500.00) shall be paid out of the Maximum Settlement Amount to the Settlement Administrator within ten (10) court days after Defendants transfer the Maximum Settlement into a QSF established by the Settlement Administrator and shall not constitute payment to any Participating Class Member(s).

d. Payment of Incentive Awards to Class Representatives

Subject to Court approval, the Class Representatives shall each receive an Incentive Award, and Defendant shall not oppose Class Representatives’ requests for incentive awards. The Incentive Awards shall be paid out of the Maximum Settlement Amount within ten (10) court days after Defendants transfer the Maximum Settlement into a QSF established by the Settlement

Administrator and shall not constitute payment to any Participating Class Member(s) other than Class Representatives. To the extent that the Court approves less than the amount of incentive award that Class Counsel request, the difference between the requested and awarded amounts will be reallocated to the Net Settlement Amount. This Agreement is not contingent upon approval of the full amount of the requested Incentive Awards, and a Court order granting no Incentive Awards or Incentive Awards in a lesser amount shall not invalidate the Agreement.

Because it is the intent of the Parties that the Incentive Awards represent payment to Class Representatives for their service to the Class Members, and not wages, the Settlement Administrator will not withhold any taxes from the Incentive Awards. The Incentive Awards will be reported on a Form 1099, which the Settlement Administrator will provide to Class Representatives and to the pertinent taxing authorities as required by law.

e. Payment to the Labor and Workforce Development Agency

In consideration of claims made under PAGA, Class Counsel will request that the Court approve allocation of Eighty-Seven Thousand Seven Hundred Fifty-Six Dollars and Twenty Cents (\$87,756.20) of the Maximum Settlement Amount to these claims. Defendants will not oppose this request. The entire Court-approved PAGA Settlement Amount will be paid out of the Maximum Settlement Amount within ten (10) court days after Defendants transfer the Maximum Settlement into a QSF established by the Settlement Administrator. The Court's adjustment, if any, of the amount allocated to the PAGA claims in the Action will not invalidate this Agreement. The PAGA allocation shall be paid as follows: 75% to the California Labor and Workforce Development Agency, and 25% to the PAGA Group Members.

f. Payment of Individual Settlement Payments

The Net Settlement Amount shall be used to fund Individual Settlement Payments. The Net Settlement Amount shall be divided between all Participating Class Members in proportion to the number of individual Qualifying Workweeks for each Class Member. To calculate the amount each Participating Class Member will receive based on their individual Qualifying Workweeks, the Net Settlement Amount will be divided by the total number of Qualifying Workweeks for all Class Members and then allocated on a pro rata basis. Qualifying Workweeks will be rounded up to the next whole integer. Each Class Member's approximate Individual Settlement Payment amount will be included in his or her Notice Packet. After final approval by the Court, the Net Settlement Amount will be dispersed to Participating Class Members (those who did not exclude themselves) on a pro rata basis based on the individual Qualifying Workweeks worked during the Class Period by each Participating Class Member.

Each Individual Settlement Payment will represent wages and penalties allocated using the following formula: 15% allocated to alleged unpaid wages and 85% allocated to alleged unpaid interest, civil penalties, and reimbursement. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings, including employer-side taxes to the extent approved by the Court, and shall be reported by W-2 forms issued by the Settlement Administrator. The amounts paid as interest, penalties and interest shall be reported by IRS 1099 forms issued by the Settlement Administrator.

g. Payment of Individual PAGA Payments

The Net PAGA Amount shall be used to fund Individual PAGA Payments. The Net PAGA Amount shall be divided between all PAGA Group Members in proportion to the number of individual Qualifying PAGA Workweeks for each PAGA Group Member. To calculate the amount each PAGA Group Member will receive based on their individual Qualifying PAGA Workweeks, the Net PAGA Amount will be divided by the total number of Qualifying PAGA Workweeks for all PAGA Group Members and then allocated on a pro rata basis. Qualifying PAGA Workweeks will be rounded up to the next whole integer. Each PAGA Group Member's approximate Individual PAGA Payment amount will be included in his or her Notice Packet. After final approval by the Court, the Net PAGA Amount will be dispersed to PAGA Group Members.

100% of each Individual PAGA Payment will represent penalties and shall be reported by IRS 1099 forms issued by the Settlement Administrator.

h. No Tax Representations or Reliance

The Parties make no representations as to the tax treatment or legal effect of the payments specified herein, and Class Members are not relying on any statement or representation by the Parties, Class Counsel or Defense Counsel in this regard. Participating Class Members, PAGA Group Members, and Class Counsel understand and agree that they shall be responsible for the payment of all taxes and penalties assessed on the payments specified herein, and shall hold the Parties, Class Counsel and Defense Counsel free and harmless from and against any claims resulting from treatment of such payments as non-taxable, including the treatment of such payments as not subject to withholding or deduction for payroll and employment taxes.

The Parties acknowledge and agree that (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties, Class Counsel or Defense Counsel and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any other party to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or adviser to any other party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

i. Uncashed or Returned Checks

Participating Class Members shall have 180 days from the date their Individual Settlement Payment checks are mailed to cash their Settlement checks. Any checks that are not cashed upon the expiration of that 180-day time period will be void, and the uncashed funds shall be paid to the Legal Aid Foundation of Los Angeles, pursuant to California Code of Civil Procedure Section

If a check is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace and, if another address is identified, the Settlement Administrator shall mail the check to the newly identified address. If the Settlement Administrator is unable to obtain a valid mailing address through this process, the Settlement Administrator will hold the check until the end of the check cashing period, and forward the check to the Class Member if contacted by the Class Member during that period. The total amount of any uncashed settlement checks following the check cashing period will be transmitted by the Settlement Administrator to the California Controller's Office Unclaimed Property Division, with an identification of the Participating Class Member to whom the funds belong, in accordance with California Code of Civil Procedure section 384.

j. No Credit Toward Benefit Plans

All settlement payments to Class Members and Aggrieved Employees shall be deemed to be paid to such Class Members and Aggrieved Employees solely in the year in which such payments actually are received by the Class Members and Aggrieved Employees. It is expressly understood and agreed that the Individual Settlement Payments made to Participating Class Members and the Individual PAGA Payments made to PAGA Group Members under this Agreement, as well as any other payments made pursuant to this Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that the individual settlement payments provided for in this Agreement are the sole payments to be made by Defendants to the Class Members and Aggrieved Employees, and that the Class Members and Aggrieved Employees are not entitled to any new or additional compensation or benefits as a result of having received the individual settlement payments (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Agreement).

ARTICLE IV

LIMITATIONS ON USE OF THIS SETTLEMENT

Section 4.01: No Admission

Defendants dispute the allegations in the Action and deny any wrongdoing of any sort and further deny any liability to Plaintiffs and the putative Class with respect to any claims or allegations asserted in the Actions. This Agreement is entered into solely for the purpose of settling highly disputed claims. Nothing in this Agreement is intended nor will be construed as an admission of liability or wrongdoing by Defendants. Moreover, it is not, and it should not be construed as, any admission of fact or law in this matter or any other matter that a class action is appropriate.

Section 4.02: Non-Evidentiary Use

Whether or not the Date of Finality occurs, neither this Agreement, nor any of its terms, nor the Settlement itself, will be: (a) construed as, offered, or admitted in evidence as, received as,

or deemed to be evidence for any purpose adverse to Defendants or any other of the Released Parties, including but not limited to, evidence of a presumption, concession, indication, or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further proceeding in the Action, except for the purposes of effectuating the Settlement pursuant to this Agreement or for Defendants to establish that a Class Member has resolved any of his or her claims released through this Agreement.

Section 4.03: Nullification

The Parties have agreed to the certification of the Class encompassing all claims alleged in the Action for the sole purpose of effectuating this Agreement. If (a) the Court should for any reason fail to certify this Class for settlement, (b) the Court should for any reason fail to approve this Settlement, (c) the Court should for any reason fail to enter the Final Order, (d) the Final Order is reversed, or declared or rendered void, or (e) the Court should for any reason fail to dispose of the Action in its entirety, then (i) this Agreement shall be considered null and void; (ii) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (iii) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court; and (iv) the fact that the Parties were willing to stipulate to class certification of all causes of action pled in the Action as part of the Settlement will have no bearing on, and will not be admissible in connection with, the issue of whether the Class should be certified by the Court in a non-settlement context in this Action or any other action, and in any of those events, Defendants expressly reserve the right to oppose certification of the Class.

ARTICLE V

RELEASES

Section 5.01: Released Claims by All Participating Class Members

Effective the date that the Maximum Settlement Amount is deposited into the QSF, Class Representatives and all Participating Class Members release the Released Parties from any and all federal, California state law, and local wage-and-hour claims, rights, demands, liabilities, and/or causes of action of every nature and description, whether known or unknown, including, without limitation, statutory, constitutional, contractual, and/or common law claims for wages, gratuities, reimbursements, damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, which were or could have been asserted in the Amaro Action and/or Blossom Action based upon the alleged claims under any federal, state, or local statutes, Wage Orders, codes, or ordinances, to the extent permitted by applicable law, for the duration of the Class Period. The claims released shall include, without limitation, known and unknown claims relating to any alleged: underpayment of wages or gratuities; failure to pay minimum wages; failure to pay or correctly calculate regular, overtime, paid sick leave, or meal or rest break premium pay; failure to provide meal or rest periods; failure to maintain accurate payroll records; failure to timely pay wages when due; failure to pay reporting time pay; failure to pay split shift wages; failure to reimburse business expenses; willful misclassification; failure to provide workers' compensation benefits; failure to maintain written

commissions agreement; unlawful retaliation; failure to pay wages and fringe benefits; making or authorizing illegal deductions; unlawful tip-sharing and confiscation of gratuities; failure to produce payroll records upon request; and any statutory and/or civil penalty claims including but not limited to claims for inaccurate wage statements, untimely or late pay, and underpayment of wages due at termination (“Released Claims”).

It is agreed that, because the Class Members are so numerous, it is impossible or impractical to have each Class Member execute the Agreement. The Class Notice shall advise all Class Members of the binding nature of the Settlement, and the release of Released Claims and shall have the same force and effect as if this Agreement were executed by each Participating Class Member.

Section 5.02: Released Claims by All PAGA Group Members

Effective the date that Defendants deposit the Maximum Settlement Amount into the QSF, the State of California and PAGA Group Members, regardless of whether PAGA Group Members opt out of the Class Settlement, release the Released Parties from any and all claims for penalties under PAGA that were or could have been asserted in the Bolos PAGA Notice, Singh PAGA Notice, and Blossom PAGA Notice, all as amended; the Blossom Action, and/or the Amaro Action, for the duration of the PAGA Period. The claims released shall include, without limitation, known and unknown claims for PAGA penalties relating to any alleged: underpayment of wages or gratuities; failure to pay minimum wages; failure to pay or correctly calculate regular, overtime, paid sick leave, or meal or rest break premium pay; failure to provide meal or rest periods; failure to maintain accurate payroll records; failure to timely pay wages when due; failure to pay reporting time pay; failure to pay split shift wages; failure to reimburse business expenses; willful misclassification; failure to provide workers’ compensation benefits; failure to maintain written commissions agreement; unlawful retaliation; failure to pay wages and fringe benefits; making or authorizing illegal deductions; unlawful tip-sharing and confiscation of gratuities; failure to produce payroll records upon request; and any statutory and/or civil penalty claims including but not limited to claims for inaccurate wage statements, untimely or late pay, and underpayment of wages due at termination (“Released PAGA Claims”).

Section 5.03: General Release by Class Representatives

In addition to the preceding paragraph, for all periods up to and including the date of Final Approval (except with respect to Plaintiffs Angelica Amaro, Michelle Baker, Laela Duncan, Ingrid Sardarian, Amy Singh, and Sydney Surrell, whose individual release period shall be February 23, 2019 through October 14, 2024 to coincide with the initial filing of the Amaro Action and with the exclusion of those claims released in the Class Representatives’ Individual Settlement Agreements, Plaintiffs for themselves and also on behalf of their respective heirs, assigns, executors, administrators, and agents, past or present (collectively, their “Affiliates”), hereby fully and without limitation release and discharge the Released Parties from any and all claims, including but not limited to: any and all claims arising under the laws of the State of California; all claims raised or that could have been raised in the Actions; all other statutory, constitutional, contractual, and/or common law claims for wages, damages, restitution, unreimbursed expenses, equitable relief, penalties, liquidated damages, and/or punitive damages (including, without limitation, claims under any applicable Industrial Welfare Commission Wage Order, PAGA, or

any other provision of the California Labor Code); and any and all claims under Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; 42 U.S.C. § 1981; the Age Discrimination In Employment Act; the Americans With Disabilities Act; Sections 503 and 504 of the Rehabilitation Act of 1973; the Family Medical Leave Act; the Fair Labor Standards Act; the Employee Retirement Income Security Act; the Occupational Safety and Health Act; the Worker Adjustment and Retraining Notification Act, as amended; the California Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 et seq.); the California Fair Employment and Housing Act; the Equal Pay Act; the Genetic Information Nondiscrimination Act of 2008; the California Family Rights Act; the California Unruh Civil Rights Act; the California Confidentiality of Medical Information Act; California Equal Pay Law – Cal. Lab. Code § 1197.5; California Investigative Consumer Reporting Agencies Law – Cal. Civ. Code § 1786.10 et seq.; California Paid Sick Leave Laws, Cal. Lab. Code §§246-249; The California WARN Act – Cal. Lab. Code § 1400 et seq.; The California Consumer Credit Reporting Agencies Act– Cal. Civ. Code §1785 et seq.; The California Investigative Consumer Reporting Agencies Act – Cal. Civ. Code §1786 et seq.; Cal. Lab. Code §§ 132(a) and 4553; any state, civil, or statutory laws, including any and all human rights laws and laws against discrimination; any other federal, state, or local statutes, codes, or ordinances; any common law, contract law, or tort law cause of action; and any claims for interest, attorneys’ fees, and/or costs, incurred in these released matters.

This General Release expressly excludes Plaintiff Ingrid Sardarian’s claims for wrongful termination, whistleblower retaliation, retaliation, intentional infliction of emotional distress, violation of California Business and Professions Code § 17200, and related claims alleged in *Ingrid Sardarian v. Waldorf=Asotria Management LLC, et al.*, Los Angeles County Superior Court Case No. 24SMCV01858.

Section 5.04: Section 1542 Statement

Plaintiffs acknowledge that they are aware of and familiar with the provisions of Section 1542 of the California Civil Code, which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

With full awareness and understanding of the above provision, Plaintiffs on behalf of themselves and their Affiliates hereby waive and relinquish any and all rights and benefits that they may have under Section 1542 of the California Civil Code, or the law of any other state or jurisdiction, or common law principle, to the same or similar effect, and agree and acknowledge that this waiver of rights under Section 1542 extends beyond the waiver set forth in Section 5.04.

ARTICLE VI MISCELLANEOUS PROVISIONS

Section 6.01: Amendments or Modification

Except for the mutually agreeable extension of deadlines and dates necessary to implement the Settlement, the terms and provisions of this Agreement may be amended or modified only by

an express written agreement that is signed by all the Parties (or their successors-in-interest) or their counsel, and approved by the Court.

Section 6.02: Assignment

None of the rights, commitments, or obligations recognized under this Agreement have been assigned to date or may be assigned by any Party or Class Counsel without the express written consent of each other Party and their respective counsel. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement and shall not be construed to confer any right or to avail any remedy to any other person.

Section 6.03: Governing Law

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, without regard to conflicts of laws.

Section 6.04: No Publicity

The Plaintiffs and Class Counsel shall not issue any press release, contact the press, respond to any press inquiry or have any communication with the press about the fact, amount or terms of this Settlement. The Plaintiffs and Class Counsel shall not engage in any advertising or marketing relating to the settlement of these Actions in any manner that identifies or that is suggestive of Defendants, including but not limited to any postings on any websites maintained by Class Counsel. However, Class Counsel may identify this Settlement in court filings in other matters to demonstrate their adequacy as counsel in connection with the prosecution or settlement of other class actions. Notwithstanding the foregoing, the Parties hereby expressly agree that this Agreement shall remain confidential until a motion for preliminary approval is filed with the Court. Class Counsel will take all steps necessary to ensure the Class Representatives are aware of, and will encourage the Class Representatives to adhere to, the restriction against any media comment on the Settlement and its terms. Nothing in this Section is intended to interfere with Class Counsel's duties and obligations to faithfully discharge their duties as Class Counsel, including but not limited to, communicating with Class Members regarding the Settlement.

Section 6.05: Entire Agreement

This Agreement, including the Exhibits referred to herein, which form an integral part hereof, contains the entire understanding of the Parties with respect to the subject matter contained herein. In case of any conflict between text contained in Articles I through VI of this Agreement and text contained in the Exhibits to this Agreement, the former (*i.e.*, Articles I through VI) shall be controlling, unless the Exhibits are changed by or in response to a Court order. There are no restrictions, promises, representations, warranties, covenants, or undertakings governing the subject matter of this Agreement other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings among the Parties with respect to the settlement of the Action, including correspondence between Class Counsel and Defense Counsel and drafts of prior agreements or proposals.

Section 6.06: Waiver of Compliance

Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any obligation, covenant, agreement, or condition set forth in this Agreement may be expressly waived in writing, to the extent permitted under applicable law, by the Party or Parties and their respective counsel entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

Section 6.07: Counterparts and Fax/PDF Signatures

This Agreement, and any amendments hereto, may be executed in any number of counterparts and any Party and/or their respective counsel may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original. All counterparts taken together shall constitute one instrument. A fax or PDF signature on this Agreement shall be as valid as an original signature.

Section 6.08: Meet and Confer Regarding Disputes

Should any dispute arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, a representative of Class Counsel and a representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes prior to submitting such disputes to the Court.

Section 6.09: Agreement Binding on Successors

This Agreement will be binding upon, and inure to the benefit of, the successors in interest of each of the Parties.

Section 6.10: Cooperation in Drafting

The Parties have cooperated in the negotiation and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel, was the drafter or participated in the drafting of this Agreement.

Section 6.11: Fair and Reasonable Settlement

The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arm's-length negotiation and in the context of adversarial litigation, taking into account all relevant factors, current and potential. The Parties further believe that the Settlement is consistent with public policy, and fully complies with applicable law.

Section 6.12: Headings

The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement and shall not be

considered in interpreting this Agreement.

Section 6.13: Notice

Except as otherwise expressly provided in the Agreement, all notices, demands, and other communications under this Agreement must be in writing and addressed as follows:

To Class Representatives and the Class:

Kane Moon
Daniel J. Park

MOON LAW GROUP, PC
725 South Figueroa Street, Suite 3100
Los Angeles, CA 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
kmooon@moonlawgorup.com
dpark@moonlawgroup.com

Brittany Harmssen
HARMSSSEN LAPOINTE, PC
84 W. Santa Clara St., Ste. 787
San Jose, CA 95113
Telephone: (408) 422-5458
Facsimile: (408) 332-5858
bharmssen@harmssenlaw.com

Daniel L. Feder
LAW OFFICES OF DANIEL FEDER
235 Montgomery Street, Suite 1019
San Francisco, CA 94104
Telephone: (415) 391-9476
Facsimile: (415) 391-9432
daniel@dfederlaw.com

To Defendants:

Connie L. Chen
Robert D. Vogel
JACKSON LEWIS P.C.
725 South Figueroa Street, Suite 2800
Los Angeles, California 90017
Telephone: (213) 689-0404
Facsimile: (213) 689-0430
connie.chen@jacksonlewis.com
robert.vogel@jacksonlewis.com

Section 6.14: Enforcement of Settlement and Continuing Court Jurisdiction

The Final Order entered by the Court will not adjudicate the merits of the Action or the liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall retain continuing jurisdiction over this Action and over all Parties and Class Members, to the fullest extent to enforce and effectuate the terms and intent of this Agreement.

Section 6.15: Mutual Full Cooperation

The Parties agree fully to cooperate with each other to accomplish the terms of this Agreement, including but not limited to the execution of such documents, and the taking of such other action, as may reasonably be necessary to implement the terms of this Agreement. The Parties and their respective counsel shall take all steps that may be requested by the Court relating to the approval and implementation of this Agreement, and shall otherwise use their respective best efforts to obtain Court approval and implement this Agreement. The Parties to this Agreement shall use their best efforts, to obtain Court approval and effectuate and implement this Agreement and its terms. If the Court does not grant the Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties agree to meet and confer to address the Court's concerns.

Section 6.16: Authorization to Act

Class Counsel warrant and represent that they are authorized by Class Representatives, and Defense Counsel warrants that they are authorized by Defendants, to take all appropriate action required to effectuate the terms of this Agreement that are required to be taken by the Parties themselves. Defendants represent and warrant that the individual executing this Agreement on their behalf has the full right, power, and authority to enter into this Agreement and to carry out the transactions contemplated herein.

Section 6.17: No Reliance on Representations

The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of entering into and executing this Agreement, or with respect to any other matters. No representations, warranties, or inducements, except as expressly set forth herein, have been made to any party concerning this Agreement.

Section 6.18: Severability

Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendants' Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

Section 6.19: Court Approval

All amounts and procedures described in this Agreement herein will be subject to final Court approval.

EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____ HARMONY BLOSSOM

By: _____
Class Representative

Dated: _____ ANGELICA AMARO

By: _____
Class Representative

Dated: _____ MICHELLE BAKER

By: _____
Class Representative

Dated: _____ LAELA DUNCAN

By: _____
Class Representative

Dated: _____ INGRID SARDARIAN

By: _____
Class Representative

Dated: _____ AMY SINGH

By: _____
Class Representative

Dated: _____ SYDNEY SURRELL

By: _____
Class Representative

Dated: _____

WALDORF=ASTORIA EMPLOYER LLC

By: _____
(Signature)

(Printed Name)

(Title)

Dated:

WALDORF=ASTORIA MANAGEMENT
LLC

By: _____
(Signature)

(Printed Name)

(Title)

Dated: _____

MOON LAW GROUP, PC

By: _____
Kane Moon
Daniel J. Park

Attorneys for Plaintiff Harmony Blossom

Dated: _____

HARMSEN LAPOINTE, PC

By: _____
Brittany Harmssen

Attorneys for Plaintiffs Angelica Amaro, Michelle
Baker, Laela Duncan, Ingrid Sardarian, Amy Singh,
and Sydney Surrell

Dated: _____

LAW OFFICES OF DANIEL FEDER

By: _____
Daniel L. Feder

Attorneys for Plaintiffs Angelica Amaro, Michelle
Baker, Laela Duncan, Ingrid Sardarian, Amy Singh,
and Sydney Surrell

Dated: _____

JACKSON LEWIS P.C.

By: _____
Connie L. Chen
Robert D. Vogel

Attorneys for Defendants Waldorf=Astoria
Employer LLC and Waldorf=Astoria
Management LLC

Exhibit A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Harmony Blossom, et al. v. Waldorf=Astoria Employer LLC, et al.
Los Angeles County Superior Court, Case No.: 23STCV27316

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from the settlement of an employee class action lawsuit ("Action") against Waldorf=Astoria Employer LLC and Waldorf=Astoria Management LLC (collectively "Defendants") for alleged wage and hour violations. The Action was filed by former employees Harmony Blossom, Angelica Amaro, Michelle Baker, Laela Duncan, Ingrid Sardarian, Amy Singh, and Sydney Surrell (jointly "Plaintiffs") and seeks (1) damages for a class of all current and former non-exempt employees who are or were employed by Defendants in California during the Class Period of November 6, 2019 to October 14, 2024 (except with respect to Plaintiffs Angelica Amaro, Michelle Baker, Laela Duncan, Ingrid Sardarian, Amy Singh, and Sydney Surrell, who seek damages for the period February 23, 2019 through October 14, 2024) ("Class Members"); and (2) penalties under the California Private Attorneys General Act ("PAGA") for all Class Members who worked for Defendants during the PAGA Period of March 8, 2022 to October 14, 2024 ("PAGA Group Members").

The Court has preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. **Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the claims against Defendants that are covered by this Settlement (Released Claims). See Section 4 of this Notice for your estimated Individual Class Payment and estimated Individual PAGA Payment.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [REDACTED]	If you don't want to participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion by the Opt-out Deadline. Once excluded, you will be a Non-Participating Class Member and you will not receive an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice for additional detail. You cannot opt-out of the PAGA portion of the proposed Settlement even if you opt-out of the Class Settlement. If the Court grants final approval of the proposed Settlement, even if you are a Non-

	Participating Class Member, you will still receive an Individual PAGA Payment if you are entitled to one under the Settlement, and you will still give up your rights to pursue the Released PAGA Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by 	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to the Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice for additional detail.
You Can Participate in the Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on . You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost). Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice for additional detail.
You Can Challenge the Calculation of Your Workweeks Written Challenges Must be Submitted by 	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many workweeks you worked at least one day during the PAGA Period, respectively. The number of Class Period workweeks and number of PAGA Period workweeks you worked according to Defendants’ records is stated in Section 4 of this Notice. If you disagree with either of these numbers, you must challenge them by . See Section 4 of this Notice for additional detail.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendants who assert various claims against Defendants relating to their employment including but not limited to claims for: (1) failure to pay minimum wages; (2) failure to pay overtime compensation; (3) failure to provide meal periods; (4) failure to authorize and permit rest breaks; (5) failure to indemnify necessary business expenses; (6) failure to timely pay final wages at termination; (7) failure to provide accurate itemized wage statements; (8) unfair business practices; (9) willful misclassification; (10) failure to provide paid sick leave; (10) failure to provide workers’ compensation benefits; (11) failure to maintain written commissions agreement; (12) unlawful retaliation; (13) failure to pay wages and fringe benefits; (14) making or authorizing illegal deductions; (15) unlawful tip-sharing and confiscation of gratuities; (16) failure to produce payroll records upon request; and (17) unjust enrichment/restitution . Based on the same or similar claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, et seq.) (“PAGA”). Plaintiffs are represented by attorneys in the Action:

Kane Moon
Daniel J. Park
MOON LAW GROUP, PC
725 South Figueroa Street, Suite 3100
Los Angeles, CA 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Brittany Harmssen
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San Francisco, CA 94104
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Defendants deny all allegations in the Action and maintain that they properly paid all current and former employees and complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

The Court did not decide in favor of Plaintiffs or Defendants. There was no trial. However, to avoid the additional expense, inconvenience, and risks of continued litigation, Plaintiffs and Defendants have concluded that it is in their respective best interests and the interests of the Class Members and PAGA Group Members to settle the Action on the terms summarized in this Notice. Plaintiffs and Defendants have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations occurred or that Plaintiffs' claims have any merit.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and PAGA Group Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval. By approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendants Will Pay \$877,562.00 as the Maximum Settlement Amount ("Maximum Settlement"). Defendants have agreed to deposit the Maximum Settlement into an account controlled by the Settlement Administrator. The Administrator will use the Maximum Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class

Representative Incentive Awards, Class Counsel's attorneys' fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval and the Settlement becomes effective, Defendants will fund the Maximum Settlement not more than 30 days after the Settlement becomes effective. The Settlement will be effective on the date the Court enters Judgment and the Actions filed by Plaintiffs are dismissed pursuant to the terms of the Settlement, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Maximum Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Maximum Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$292,520.67 (one-third of the Maximum Settlement) to Class Counsel for attorneys' fees and up to \$20,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$36,500.00 collectively for Plaintiffs as Class Representative Incentive Awards for filing the Action, working with Class Counsel and representing the Class. A Class Representative Incentive Award will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payments and any Individual PAGA Payments.
 - C. Up to \$11,500.00 to the Administrator for services administering the Settlement.
 - D. Up to \$87,756.20 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the PAGA Group Members based on their PAGA Period Workweeks.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Maximum Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks and Individual PAGA Payments to all PAGA Group Members based on their PAGA Workweeks .
4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendants are asking the Court to approve an allocation of 15% of each Individual Class Payment to taxable wages ("Wage Portion") and 85% to alleged unpaid interest, civil penalties, and reimbursement ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Defendants have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are

responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies irrevocably lost to you because they will be paid to a non-profit organization or foundation ("Cy Pres").
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [REDACTED] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her/their representative setting forth the Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.
8. Administrator. The Court has appointed a neutral company, Phoenix (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
9. Participating Class Members' Release. After the Judgment is final, the Settlement is effective, and Defendants have fully funded the Maximum Settlement, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by timely and validly excluding yourself from the Class Settlement, you cannot sue, continue to sue or be part of any other lawsuit against Defendants or related entities for claims resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members release the Released Parties from any and all federal, California state law, and local wage-and-hour claims, rights, demands, liabilities, and/or

causes of action of every nature and description, whether known or unknown, including, without limitation, statutory, constitutional, contractual, and/or common law claims for wages, gratuities, reimbursements, damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, which were or could have been asserted in Plaintiffs' Actions based upon the alleged claims under any federal, state, or local statutes, Wage Orders, codes, or ordinances, to the extent permitted by applicable law, for the duration of the Class Period. The claims released shall include, without limitation, known and unknown claims relating to any alleged: underpayment of wages or gratuities; failure to pay minimum wages; failure to pay or correctly calculate regular, overtime, or meal or rest break premium pay; failure to provide meal or rest periods; failure to maintain accurate payroll records; failure to timely pay wages when due; failure to pay reporting time pay; failure to pay split shift wages; failure to reimburse business expenses; willful misclassification; failure to provide workers' compensation benefits; failure to maintain written commissions agreement; unlawful retaliation; failure to pay wages and fringe benefits; making or authorizing illegal deductions; unlawful tip-sharing and confiscation of gratuities; failure to produce payroll records upon request; and any statutory and/or civil penalty claims including but not limited to claims for inaccurate wage statements, untimely or late pay, and underpayment of wages due at termination.

10. PAGA Group Members' PAGA Release. After the Court's judgment is final, and Defendants have paid the Maximum Settlement, all PAGA Group Members will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement. This means that all PAGA Group Members, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue or participate in any other lawsuit against Defendants or their related entities for PAGA claims resolved by this Settlement.

The PAGA Group Members' Releases for Participating and Non-Participating Class Members are as follows:

PAGA Group Members, regardless of whether PAGA Group Members opt out of the Class Settlement, release the Released Parties from any and all claims for penalties under PAGA that were or could have been asserted in the Plaintiffs' PAGA Notices and/or Actions, for the duration of the PAGA Period. The claims released shall include, without limitation, known and unknown claims for PAGA penalties relating to any alleged: underpayment of wages or gratuities; failure to pay minimum wages; failure to pay or correctly calculate regular, overtime, or meal or rest break premium pay; failure to provide meal or rest periods; failure to maintain accurate payroll records; failure to timely pay wages when due; failure to pay reporting time pay; failure to pay split shift wages; failure to reimburse business expenses; willful misclassification; failure to provide workers' compensation benefits; failure to maintain written commissions agreement; unlawful retaliation; failure to pay wages and fringe benefits; making or authorizing illegal deductions; unlawful tip-sharing and confiscation of gratuities; failure to produce payroll records upon request; and any statutory and/or civil penalty claims including but not limited to claims for inaccurate wage statements, untimely or late pay, and underpayment of wages due at termination.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a)

dividing the Net Settlement Amount by the total number of Class Period Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Class Period Workweeks worked by each individual Participating Class Member.

2. **Individual PAGA Payments.** The Administrator will calculate Individual PAGA Payments by (a) dividing \$87,756.20 by the total number of PAGA Period Workweeks worked by all PAGA Group Members and (b) multiplying the result by the number of PAGA Period Workweeks worked by each individual PAGA Group Member.
3. **Estimated Payments.** Based on Defendants' records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED].** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants' records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.)

The above estimates are based on Defendants' records showing that **you worked [REDACTED] workweeks** during the Class Period and **you worked [REDACTED] workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date.

4. **Workweek Challenges.** If you believe that you should be credited with a different number of workweeks, you have until [REDACTED] to challenge the numbers listed above. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You should support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. **Participating Class Members.** The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as PAGA Group Members. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. **Non-Participating Class Members.** The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA Group Member who opts out of the Class Settlement (i.e., every Non-Participating Class Member who is a PAGA Group Member). Non-Participating Class Members who are not PAGA Group Members will not receive any payment.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the

Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Mail, via first class mail, a written and signed letter with your name, present address, telephone number and a simple statement that you do not want to participate in the Settlement on or before [REDACTED]. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Harmony Blossom, et al. v. Waldorf=Astoria Employer LLC, et al.*, Los Angeles County Superior Court, Case No.: 23STCV27316 include your identifying information (full name, address, telephone number, approximate dates of employment and last four digits of your social security number for verification purposes). Your request to be excluded must be post-marked by [REDACTED], or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to approve. At least [REDACTED] days before the [REDACTED] Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Class Representative Incentive Awards stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Incentive Awards. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. The pleadings and other records in the Action may also be examined on the Court's website (<https://www.sb-court.org/>).

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Class Representative Incentive Awards may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is [REDACTED]**. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Harmony Blossom, et al. v. Waldorf=Astoria Employer LLC, et al.*, Los Angeles County Superior Court, Case No.: 23STCV27316 and include your name, current address, telephone number and approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Department 1 of the Los Angeles County Superior Court, Central District, Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the

judge will decide whether to grant Final Approval of the Settlement and how much of the Maximum Settlement will be paid to Class Counsel, Plaintiffs and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Court's website (<https://www.lacourt.org/courthouse/info/ss>) beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiffs have promised to do under the proposed Settlement. For the precise terms and conditions of the settlement, you should review the detailed "Settlement and Release Agreement" which is on file with the Clerk of the Court. The pleadings and other records in the Action may be examined on the Court's website (<https://www.sb-court.org/>).

If you need more information or have any questions, you can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Kane Moon
Daniel J. Park
MOON LAW GROUP, PC
725 South Figueroa Street, Suite 3100
Los Angeles, CA 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Brittany Harmssen
HARMSEN LAPOINTE, PC
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San Jose, CA 95113
Telephone: (408) 422-5414
Facsimile: (408) 332-5858

Daniel L. Feder
LAW OFFICES OF DANIEL FEDER
235 Montgomery Street, Suite 1019
San Francisco, CA 94104
Telephone: (415) 391-9476
Facsimile: (415) 391-9432

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

Exhibit B

1 Martin K. LaPointe (IL ARDC #6195827)
2 Brittany E. Harmssen (California SBN 307987)
3 84 W. Santa Clara St., Ste. 787
4 San Jose, CA 95113
5 Telephone: (408) 422-5458
6 Facsimile: (408) 322-5858
7 mlapointe@harmssenlaw.com
8 bharmssen@harmssenlaw.com
9 Attorneys for Plaintiffs

8 Connie L. Chen (SBN 275649)
9 JACKSON LEWIS P.C.
10 725 South Figueroa Street, Suite 2800
11 Los Angeles, California 90017-5408
12 Telephone: (213) 689-0404
13 Facsimile: (213) 689-0430

13 Attorneys for Defendant
14 WALDORF=ASTORIA MANAGEMENT LLC

15 UNITED STATES DISTRICT COURT
16 CENTRAL DISTRICT OF CALIFORNIA

17 ANGELICA AMARO, an individual;
18 MICHELLE BAKER, an individual;
19 LAELA DUNCAN, an individual;
20 INGRID SARDARIAN, an individual;
21 AMY SING, an individual; SYDNEY
22 SURRELL, an individual

23 Plaintiffs,

24 vs.

25 Waldorf=Astoria Management LLC
26 operating as The Waldorf Astoria
27 Beverly Hills; KEVIN B. Hair and
28 Beauty, LLC; and DOES 1-25,

Defendants.

Case No. 2:24-cv-00139-MEMF-JC

[Los Angeles County Superior Court
Case No. 23STCV29009]

**JOINT STIPULATION AND
[PROPOSED] ORDER TO
REMAND TO THE LOS ANGELES
COUNTY SUPERIOR COURT FOR
SETTLEMENT PURPOSES ONLY**

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1 Parties' settlement only, vacating all pending Federal Court dates and
2 without prejudice; and

- 3 2. Should preliminary approval or final approval of the settlement not be
4 granted by state court, the Parties will stipulate to remove the case and
5 resume litigation before this Court.
6

7 IT IS SO STIPULATED
8
9

10 Dated:

11 _____
12 Brittany E. Harmssen
13 Attorney for Plaintiffs
14

15 Dated:

JACKSON LEWIS P.C.

16
17 By: _____

18 Connie L. Chen
19 Attorneys for Defendant
20 WALDORF=ASTORIA
21 MANAGEMENT LLC
22
23
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1 **[PROPOSED] ORDER**

2 For good cause showing, IT IS ORDERED:

- 3
- 4 1. That this action shall immediately be remanded to the Superior Court for the
- 5 State of California, County of Los Angeles for the purposes of approval of
- 6 the Parties' settlement only. The clerk shall take steps to remand this action
- 7 to the Los Angeles County Superior Court. This Court VACATES all
- 8 pending matters and dates set before this Court, without prejudice.
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- 10
- 11 2. Should preliminary approval or final approval of the settlement not be
- 12 granted by state court, the Parties may remove the case and resume
- 13 litigation before this Court.
- 14

15 IT IS SO ORDERED.

16 Dated:

17

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Hon. Maame Ewusi-Mensah Frimpong

19 United States District Court Judge

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Exhibit C

Kane Moon (SBN 249834)
E-mail: kmoon@moonlawgroup.com
Daniel J. Park (SBN 274973)
E-mail: dpark@moonlawgroup.com
Michael Citrin (SBN 335033)
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Los Angeles, California 90017
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Facsimile: (213) 232-3125

Attorneys for Plaintiff Harmony Blossom

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

HARMONY BLOSSOM, individually;
ANGELICA AMARO, individually;
MICHELLE BAKER, individually; LAELA
DUNCAN, individually, INGRID SARDARIAN,
individually; AMY SINGH, individually;
SYDNEY SURRELL, individually; and on
behalf of all others similarly situated,

Plaintiff,

vs.

WALDORF ASTORIA EMPLOYER, LLC, a
limited liability company; WALDORF
ASTORIA MANAGEMENT, LLC, a limited
liability company; and DOES 1 through 10,
inclusive,

Defendants

Case No.: 23STCV27316

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

1. Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 210, 1194, 1194.2, and 1197];
2. Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 510, 1194 and 1198];
3. Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512];
4. Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7];
5. Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802];
6. Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203];
7. Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226];
8. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.];
9. Civil Penalties Under PAGA [Cal. Lab. Code § 2699, et seq.];
10. Failure to Provide Paid Sick Leave in Violation of Labor Code §§ 233 and 246.5;
11. Willful Misclassification in Violation of Cal. Labor Code § 226.8 AND § 2753;
12. Failure to Provide Workers' Compensation Benefits in Violation of Cal. Labor Code §§ 3700.5, 3722(b), 3722(d), and 3722(f);

13. Failure to Maintain Written Commissions Agreement or with Sufficient Specificity in Violation of Cal. Labor Code §§ 204 and 2751;
14. Retaliation in Violation of Cal. Labor Code §§ 96, 98.6, 98.7, 232.5(a) and 1102.5(a)(b);
15. Failure to Pay Wages and Fringe Benefits under Cal. Labor Code §§ 201-204;
16. Making or Authorizing Illegal Deductions in Violation of Cal. Labor Code §221;
17. Unlawful Tip-Sharing and Confiscation of Gratuities in Violation of Cal. Labor Code § 351;
18. Failure to Produce Payroll Records Upon Request Pursuant to Cal. Labor Code § 226;
19. Unjust Enrichment/Restitution.

DEMAND FOR JURY TRIAL

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1 Plaintiffs Harmony Blossom, Angelica Amaro, Michelle Baker, Laela Duncan, Ingrid
2 Sardarian, Amy Singh, and Sydney Surrell (collectively, the “Plaintiffs”), based upon facts that
3 either have evidentiary support or are likely to have evidentiary support after a reasonable
4 opportunity for further investigation and discovery, alleges as follows:

5 **INTRODUCTION & PRELIMINARY STATEMENT**

6 1. Plaintiffs bring this action against Defendants Waldorf Astoria Employer, LLC,
7 Waldorf Astoria Management, LLC, and Does 1 through 10 (collectively referred to as
8 “Defendants”) for California Labor Code violations and unfair business practices stemming from
9 Defendants’ failure to pay minimum wages, failure to pay overtime wages, failure to provide
10 meal periods, failure to authorize and permit rest periods, failure to maintain accurate records of
11 hours worked and meal periods, failure to timely pay all wages to terminated employees, failure
12 to indemnify necessary business expenses, and failure to furnish accurate wage statements.

13 2. Plaintiffs Harmony Blossom, Angelica Amaro, Michelle Baker, Laela Duncan,
14 Amy Singh, and Sydney Surrell (“Plaintiffs”) bring the First through Ninth Causes of Action
15 individually and as a class action on behalf of themselves and certain current and former
16 employees of Defendants (hereinafter collectively referred to as the “Class” or “Class Members”
17 and defined more fully below). The Class consists of Plaintiffs and all other persons who have
18 been employed by any Defendants in California as an hourly-paid, non-exempt employee during
19 the statute of limitations period applicable to the claims pleaded here.

20 3. Plaintiff Ingrid Sardarian (hereinafter, “Sardarian”) brings the First through
21 Nineteenth Causes of Action individually and as a class action on behalf of herself and certain
22 current and former hotel workers who were improperly classified as independent contractors by
23 Defendants or who were employed by Defendants as non-exempt employees of Waldorf Astoria
24 Beverly Hills Hotel and subjected to numerous California Labor Code violations.

25 4. Defendants own/owned and operate/operated an industry, business, and
26 establishment within the State of California, including Los Angeles County. As such, and based
27 upon all the facts and circumstances incident to Defendants’ business in California, Defendants
28

are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission (“IWC”), and the California Business & Professions Code.

5. Despite these requirements, throughout the statutory period Defendants maintained a systematic, company-wide policy and practice of:

- (a) Failing to pay employees for all hours worked, including all minimum wages, and overtime wages in compliance with the California Labor Code and IWC Wage Orders;
- (b) Failing to provide employees with timely and duty-free meal periods in compliance with the California Labor Code and IWC Wage Orders, failing to maintain accurate records of all meal periods taken or missed, and failing to pay an additional hour’s pay for each workday a meal period violation occurred;
- (c) Failing to authorize and permit employees to take timely and duty-free rest periods in compliance with the California Labor Code and IWC Wage Orders, and failing to pay an additional hour’s pay for each workday a rest period violation occurred;
- (d) Failing to provide employees with paid sick leave;
- (e) Failing to indemnify employees for necessary business expenses incurred;
- (f) Willfully failing to pay employees all minimum wages, overtime wages, meal period premium wages, and rest period premium wages due within the time period specified by California law when employment terminates; and
- (g) Failing to maintain accurate records of the hours that employees worked.
- (h) Failing to provide employees with accurate, itemized wage statements containing all the information required by the California Labor Code and IWC Wage Orders.

6. Sardarian was hired by Defendants to perform various services for Waldorf Astoria Beverly Hills Hotel guests, including, but not limited to, hair styling, updo and makeup

1 artistry, massage therapy, nail care and design, and other departments within the Hotel.
2 Defendants misclassified Plaintiff Sardarian, and those similarly situated, as independent
3 contractors, even though they served as employees for purposes of the state wage-and-hour
4 protections giving rise to the claims stated herein

5 7. Specifically, Plaintiff Sardarian complains that Waldorf Astoria Management
6 willfully misclassified her and those similarly situated as independent contractors, as opposed to
7 employees, at all times in which they worked for Defendants within the Kevin B. Salon.

8 8. Defendants also failed to pay Plaintiff Sardarian and similarly situated workers all
9 wages owed that they were entitled to under applicable state laws, including but not limited to the
10 prevailing state minimum wage, premium pay for missed meal periods and rest breaks,
11 reimbursements for work-related expenses, late wage penalties, all wages owed at separation,
12 waiting time penalties, and overtime benefits. Defendants failed to provide the Plaintiff Sardarian
13 and similarly situated workers with accurate and itemized wage statements and commission
14 agreements in violation of California law. Plaintiff Sardarian and similarly situated workers,
15 whether misclassified as an independent contractor or working as a non-exempt employee for
16 Defendants, was subjected to Defendants' misconduct

17 9. By virtue of the misclassification, Plaintiff Sardarian and similarly situated
18 workers did not receive mandatory benefits and entitlements pursuant to state law and fringe
19 benefits offered to W-2 employees of Defendants, including, but not limited to, workers'
20 compensation insurance, short-term disability insurance, retirement and social security benefits,
21 unemployment insurance, and health insurance.

22 10. On information and belief, Defendants, and each of them were on actual and
23 constructive notice of the improprieties alleged herein and intentionally refused to rectify their
24 unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were
25 willful and deliberate.

26 11. Defendants acted as "employers" of Plaintiff Sardarian and a class of misclassified
27 "independent contractors" under California law. Under California law, the definition of
28 "employer" is construed broadly as set forth in the Wage Orders and wage and hour case law. *See*

1 *Martinez v. Combs* (2010) 49 Cal.4th 35, 64. Under the California definition, to “employ” can
2 take three different forms: (a) to exercise control over the wages, hours or working conditions, or
3 (b) to suffer or permit to work, or (c) to engage, thereby creating a common law employment
4 relationship.

5 12. The California Supreme Court has held that this language “imposes liability on
6 multiple entities who divide among themselves control over those different aspects of the
7 employment relationship.” *Martinez*, 49 Cal.4th at 67. Accordingly, a business or person that
8 controls another company may be the joint employer of the company’s employees even if it did
9 not hire, fire, or direct the work of those employees. *Guerrero v. Superior Court* (2013) 213
10 Cal.App.4th 912, 950. Defendants exercised considerable control over workers through an
11 agency relationship, and therefore, Defendants collectively employed the Plaintiff Sardarian and
12 the proposed class members.

13 13. At all relevant times, Defendants were and are legally responsible for all of the
14 unlawful conduct, policies, practices, acts and omissions as described in each and all of the
15 foregoing paragraphs as the employer of Plaintiff and the Class. Further, Defendants are
16 responsible for each of the unlawful acts or omissions complained of herein under the doctrine of
17 “respondeat superior”.

18 **THE PARTIES**

19 **A. Plaintiff Harmony Blossom**

20 **B. Plaintiff Blossom is a California resident that worked for Defendants in the** 21 **County of Los Angeles, State of California, as a server from approximately** 22 **July 2017 to the present. Plaintiff Sardarian and the Spa Employees**

23 14. Ingrid Sardarian (“Plaintiff Sardarian” or the “Contractor Plaintiff”) is an adult
24 female and resident of California. Plaintiff Sardarian worked as an updo specialist and makeup
25 artist at KEVIN B. Salon (“the Salon”) located within the Waldorf Astoria Beverly Hills up until
26 her wrongful and retaliatory termination on or around June 6, 2023. The Salon and Waldorf
27 Astoria Management both served as Plaintiff Sardarian’s employers under California law.
28 Plaintiff Sardarian acts as representative of the Contractor Subclass as defined later in this

1 Complaint.

2 15. Angelica Amaro is an adult female and resident of Florida. Plaintiff Amaro
3 worked as the Assistant Spa Director at La Prairie Spa (“the Spa”) within the Waldorf Astoria
4 Beverly Hills Hotel from 2020 through 2022.

5 16. Michelle Baker is an adult female and resident of Florida. Plaintiff Baker was
6 employed as an on-call esthetician at the Spa during the applicable period and resigned prior to
7 being wrongfully terminated for complaining about unlawful working conditions and business
8 practices.

9 17. Laela Duncan is an adult female and resident of California. Plaintiff Duncan
10 worked as a massage therapist at the Spa until her employment was wrongfully terminated in or
11 around January 2023 for complaining about unlawful working conditions and business practices.

12 18. Amy Singh is an adult female and resident of California. Plaintiff Singh has
13 worked as an esthetician within the Spa since its inception in June 2017.

14 19. Sydney Surrell is an adult female and resident of California. Plaintiff Surrell has
15 worked as a massage therapist within the Spa since 2021.

16 20. Plaintiffs Sardarian and the Spa Employees act as representatives of the
17 “Retaliation Subclass” as defined later in this Complaint.

18 21. Plaintiffs reserve the right to seek leave to amend this complaint to add new
19 plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v.*
20 *American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

21 22. Plaintiff Sardarian and the Spa Employees have bifurcated their original
22 complaint, *Bolos et al. v. Waldorf Astoria Management LLC et. al* (1:23-cv-00104) (hereinafter
23 referred to as the “Bolos Complaint” or “preceding lawsuit”), which was filed on February 23,
24 2023 in the U.S. District Court of Hawai‘i, to the instant filing by dismissing without prejudice
25 all claims asserted in the preceding lawsuit pursuant to California law and refileing the same in
26 this Court. Specifically, on November 27, 2023, Plaintiffs Amaro Baker, Duncan, Sardarian,
27 Singh, and Surrell filed a putative class and representative action complaint against Defendant
28 Waldorf=Astoria Management LLC and Kevin B. Hair and Beauty, LLC in Los Angeles

1 Superior Court, Case No. 23STCV29009 (the “Amaro Action”). On July 8, 2024, Plaintiffs in
2 the Bolos Complaint filed their Corrected Second Amended Complaint, which removed the
3 Plaintiffs in the Amaro Action and their claims from the Bolos Complaint.

4 23. The “PAGA subclass” consists of all “PAGA Group Members” who are current
5 and former non-exempt workers of Defendants who worked at the Waldorf Astoria Beverly Hills
6 from March 8, 2022 through October 14, 2024 (“PAGA Period”).

7 24. The “Contractor Subclass Members” are all current and former hotel staff of
8 Defendants who were misclassified as independent contractors and were not paid for all hours
9 between November 6, 2019 through October 14, 2024 (except with respect to Plaintiff Sardarian,
10 whose individual claim period shall be February 23, 2019 through October 14, 2024 during
11 which she performed services at the Kevin B Salon located at the Waldorf Astoria Beverly Hills
12 Hotel while classified as an independent contractor).

13 25. The “Retaliation Subclass Members” are all current and former persons employed
14 by the Defendants, from the period November 6, 2019 through October 14, 2024 (except with
15 respect to Plaintiffs Angelica Amaro, Michelle Baker, Laela Duncan, Ingrid Sardarian, Amy
16 Singh, and Sydney Surrell, whose individual claim period shall be February 23, 2019 through
17 October 14, 2024), as either independent contractors or employees who were threatened with
18 retaliation and/or subjected to retaliation by Defendants for their participation and engagement in
19 protected activities, including discussing the terms and conditions of their employment,
20 requesting protected time-off and leaves of absence, discussing their wages and benefits,
21 requesting accurate paystubs and wage statements, discussing their misclassification and/or
22 employment status, attempting to organize and unionize, complaining about Defendants’ unfair
23 labor practices and unlawful employment practices, serving as a named plaintiff in the instant
24 class action and the previous Bolos Complaint, filing administrative charges, and/or filing PAGA
25 demands describing Defendants’ violations of the California Labor Code.

26 **C. Defendants**

27 26. Plaintiffs are informed and believe, and based upon that information and belief
28 alleges, that Defendants are:

- 1 (a) Business entities with their principal places of business in Los Angeles,
2 California.
- 3 (b) Business entities conducting business in numerous counties throughout the
4 State of California, including in Los Angeles County;
- 5 (c) The former employers of Plaintiffs, and the current and/or former
6 employers of the putative Class. Defendants suffered and permitted
7 Plaintiffs and the Class to work, and/or controlled their wages, hours, or
8 working conditions; and
- 9 (d) At all times mentioned herein, Defendants are and were the joint employers
10 of Plaintiff and the Class.

11 27. Upon information and belief, Waldorf Astoria Management misclassified Salon
12 employees, including Plaintiff Sardarian, as “independent contractors” via its agent, the Salon,
13 and exercised significant control over their terms and conditions of employment, employment
14 status as independent contractors, work schedules, standards of conduct, and work performance.
15 Upon information and belief, Waldorf Astoria Management implemented the principal-agent
16 relationship with the Salon with the purpose of shielding itself from liability for willfully
17 misclassifying workers.

18 28. Plaintiff Sardarian is informed and believes and thereon alleges that, at all relevant
19 times, each Defendant was the principal, agent, partner, joint venturer, officer, director,
20 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
21 predecessor in interest of some or all of the other Defendants, and was engaged with some or all
22 of the other Defendants in a joint enterprise for profit, and bore such other relationships to some
23 or all of the other Defendants so as to be liable for their conduct with respect to the matters
24 alleged below. Plaintiff Sardarian is informed and believes and thereon alleges that each
25 Defendant acted pursuant to and within the scope of the relationships alleged above, that each
26 Defendant knew or should have known about, and authorized, ratified, adopted, approved,
27 controlled, aided and abetted the conduct of all other Defendants
28

1 29. Upon information and belief, Defendants collectively exerted control over the
2 terms and conditions of the Class', and the Aggrieved Employees' employment and acted as key
3 decision-makers in knowingly and willfully misclassifying Plaintiff Sardarian and those
4 similarly situated and/or failing to pay them all wages and fringe benefits which they were owed
5 and to furnish them with compliant commissions agreements and wage statements.

6 30. Defendants developed and offered Plaintiff Sardarian and similarly situated Hotel
7 workers the contracts that willfully misclassified the Plaintiff Sardarian and those similarly
8 situated as independent contractors and supplied an inadequate timekeeping system and
9 inaccurate wage records that grossly undercompensated Plaintiff Sardarian.

10 31. Plaintiffs do not currently know the true names or capacities of the persons or
11 entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious
12 names. Each of the Doe Defendants was in some manner legally responsible for the damages
13 suffered by Plaintiffs and the Class as alleged herein. Plaintiffs will amend this complaint to set
14 forth the true names and capacities of these Defendants when they have been ascertained,
15 together with appropriate charging allegations, as may be necessary.

16 32. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
17 each of them, were residents of, doing business in, availed themselves of the jurisdiction of,
18 and/or injured a significant number of the Plaintiffs and the Class in the State of California.

19 33. Plaintiffs are informed and believe and thereon alleges that at all relevant times
20 each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs
21 and the other employees described in the class definitions below, and exercised control over their
22 wages, hours, and working conditions. Plaintiffs are informed and believes and thereon alleges
23 that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, officer,
24 director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest
25 and/or predecessor in interest of some or all of the other Defendants, and was engaged with some
26 or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to
27 some or all of the other Defendants so as to be liable for their conduct with respect to the matters
28 alleged below. Plaintiffs are informed and believes and thereon alleges that each Defendant

1 acted pursuant to and within the scope of the relationships alleged above, that each Defendant
2 knew or should have known about, and authorized, ratified, adopted, approved, controlled, aided
3 and abetted the conduct of all other Defendants.

4 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

5 34. Plaintiff Blossom is a California resident who worked for Defendants in the
6 County of Los Angeles, State of California, as a server during the statutory period. During the
7 statutory period, Defendants classified Plaintiff as non-exempt from California's overtime
8 requirements, and paid Plaintiff an hourly wage.

9 35. Throughout the statutory period, Defendants failed to pay Plaintiff Blossom for all
10 hours worked (including minimum wages and overtime wages), failed to provide Plaintiff
11 Blossom with uninterrupted meal periods, failed to authorize and permit Plaintiff Blossom to
12 take uninterrupted rest periods, failed to indemnify Plaintiff Blossom for necessary business
13 expenses, failed to timely pay all final wages to Plaintiff when Defendants terminated Plaintiff's
14 employment, and failed to furnish accurate wage statements to Plaintiff Blossom. As discussed
15 below, Plaintiff Blossom's experience working for Defendants was typical and illustrative.

16 36. Throughout the statutory period, Defendants maintained a policy and practice of
17 not paying Plaintiff Blossom and the Class for all hours worked, including all overtime wages.
18 Plaintiff Blossom and the Class were required to work "off the clock" and uncompensated. For
19 example, Plaintiff Blossom and the Class were required to wait in line in order to clock into work
20 and when returning from meal breaks, off the clock and uncompensated. Also, Plaintiff Blossom
21 and the Class were required to show their identification to security in order to be allowed to drive
22 inside the premises, and had to wait in line in order to go through this security, leading to off the
23 clock work, uncompensated. Also, Plaintiff Blossom and the Class received text messages and
24 emails from management during meal breaks, off the clock and uncompensated.

25 37. Throughout the statutory period, Defendants have wrongfully failed to provide
26 Plaintiff Blossom and the Class with legally compliant meal periods. Defendants sometimes, but
27 not always, required Plaintiff Blossom and the Class to work in excess of five consecutive hours
28 a day without providing 30-minute, continuous and uninterrupted, duty-free meal period for

1 every five hours of work, or without compensating Plaintiff Blossom and the Class for meal
2 periods that were not provided by the end of the fifth hour of work or tenth hour of work.
3 Defendants also did not adequately inform Plaintiff Blossom and the Class of their right to take a
4 meal period by the end of the fifth hour of work, or, for shifts greater than 10 hours, by the end of
5 the tenth hour of work. Accordingly, Defendants' policy and practice was to not provide meal
6 periods to Plaintiff Blossom and the Class in compliance with California law.

7 38. Throughout the statutory period, Defendants have wrongfully failed to authorize
8 and permit Plaintiff Blossom and the Class to take timely and duty-free rest periods. Defendants
9 sometimes, but not always, required Plaintiff Blossom and the Class to work in excess of four
10 consecutive hours a day without Defendants authorizing and permitting them to take a 10-minute,
11 continuous and uninterrupted, rest period for every four hours of work (or major fraction of four
12 hours), or without compensating Plaintiff Blossom and the Class for rest periods that were not
13 authorized or permitted. Defendants also did not adequately inform Plaintiff Blossom and the
14 Class of their right to take a rest period. Moreover, Defendants did not have adequate policies or
15 practices permitting or authorizing rest periods for Plaintiff Blossom and the Class, nor did
16 Defendants have adequate policies or practices regarding the timing of rest periods. Defendants
17 also did not have adequate policies or practices to verify whether Plaintiff Blossom and the Class
18 were taking their required rest periods. Further, Defendants did not maintain accurate records of
19 employee work periods, and therefore Defendants cannot demonstrate that Plaintiff Blossom and
20 the Class took rest periods during the middle of each work period. Accordingly, Defendants'
21 policy and practice was to not authorize and permit Plaintiff Blossom and the Class to take rest
22 periods in compliance with California law.

23 39. Throughout the statutory period, Defendants wrongfully required Plaintiff
24 Blossom and the Class to pay expenses that they incurred in direct discharge of their duties for
25 Defendants without reimbursement, such as the purchase of specific types of dress pants, specific
26 types of shoes, gloves, aprons, plastic face shields, masks, parking fees, and the use of personal
27 cellular telephones for work purposes.

1 40. Throughout the statutory period, Defendants failed to furnish Plaintiff Blossom
2 and the Class with accurate, itemized wage statements showing all applicable hourly rates, and
3 all gross and net wages earned (including correct hours worked, correct wages earned for hours
4 worked, correct overtime hours worked, correct wages for meal periods that were not provided in
5 accordance with California law, correct wages for rest periods that were not authorized and
6 permitted to take in accordance with California law, and Defendant's address). Further, the wage
7 statements do not show Defendant's address as required by California law. As a result of these
8 violations of California Labor Code § 226(a), the Plaintiff and the Class suffered injury because,
9 among other things:

- 10 (a) the violations led them to believe that they were not entitled to be paid
11 minimum wages, overtime wages, meal period premium wages, and rest
12 period premium wages to which they were entitled, even though they were
13 entitled;
- 14 (b) the violations led them to believe that they had been paid the minimum,
15 overtime, meal period premium, and rest period premium wages, even
16 though they had not been;
- 17 (c) the violations led them to believe they were not entitled to be paid
18 minimum, overtime, meal period premium, and rest period premium wages
19 at the correct California rate even though they were;
- 20 (d) the violations led them to believe they had been paid minimum, overtime,
21 meal period premium, and rest period premium wages at the correct
22 California rate even though they had not been;
- 23 (e) the violations hindered them from determining the amounts of minimum,
24 overtime, meal period premium, and rest period premium owed to them;
- 25 (f) in connection with their employment before and during this action, and in
26 connection with prosecuting this action, the violations caused them to have
27 to perform mathematical computations to determine the amounts of wages
28

owed to them, computations they would not have to make if the wage statements contained the required accurate information;

(g) by understating the wages truly due them, the violations caused them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits;

(h) the wage statements inaccurately understated the wages, hours, and wages rates to which Plaintiff Blossom and the Class were entitled, and Plaintiff Blossom and the Class were paid less than the wages and wage rates to which they were entitled.

Thus, Plaintiff Blossom and the Class are owed the amounts provided for in California Labor Code § 226(e), including actual damages.

MISCLASSIFICATION ALLEGATIONS

41. Defendants were both the employers of Plaintiff Sardarian and the Contractor Subclass Members for purposes of this action.

42. Defendants directed, controlled, or supervised, directly or indirectly, the work of Plaintiff Sardarian and the Contractor Subclass Members, and thus, were or are their employers under California employment laws. Upon information and belief, the employment practices described herein with respect to Plaintiff Sardarian and the Contractor Subclass Members were also applied to other departments of the Waldorf Astoria Beverly Hills Hotel, who were similarly misclassified as independent contractors in the same manner as La Prairie Spa and KEVIN B. Salon workers. These allegations are likely to have sufficient evidentiary support after a reasonable opportunity for investigation and discovery.

43. In particular, Defendants, through their salaried managers and the individual Defendants named herein, supervised the Hotel staff hired as independent contractors, which was comprised of Spa and Salon workers, and workers in other departments of the Hotel.

44. Defendants possessed the authority to fire the Hotel staff, and in fact, exercised such authority.

45. Upon information and belief, Defendants willfully misclassified Plaintiff

1 Sardarian and the Contractor Subclass Members to relieve Defendants of their legal obligations
2 under federal and state labor laws to fairly compensate their employees, pay them overtime and
3 minimum wage, pay social security taxes on their income, and provide them with required
4 disability insurance, workers' compensation, retirement benefits, paid time off, sick leave, and
5 health insurance pursuant to Defendants' policies and benefits plans and California law.

6 46. Plaintiff Sardarian and the Contractor Subclass Members working within the
7 KEVIN B. Salon at the Waldorf Astoria Beverly Hills were subjected to unilaterally imposed
8 standards and substantial control by Waldorf Astoria Management. Defendants assumed a
9 purported "landlord-tenant" relationship with KEVIN B. Salon in an attempt to shield themselves
10 from liability for willful misclassification and to insert an "intervening force" to try to break the
11 chain of direct causation between Defendants' actions and the Contractor Subclass Members'
12 injuries and losses.

13 47. These allegations are based on information and belief and are likely to have
14 evidentiary support after a reasonable opportunity for investigation and discovery.

15 48. Plaintiff Sardarian and the Contractor Subclass Members perform a service in the
16 usual course of Defendants' Waldorf Astoria business and brand. Waldorf Astoria's website via
17 "Hilton.com" prominently advertises its "unforgettable spas" and "iconic resorts." Plaintiff
18 Sardarian and the Contractor Subclass Members provide integral services to the brand and
19 business of Defendants and their Waldorf Astoria brand—services which distinguish Waldorf
20 Astoria from other international luxury hotel chains. Without Plaintiff Sardarian and the
21 Contractor Subclass Members, Defendants could not provide the services it provides in the usual
22 course of its business.

23 49. Defendants exercised considerable control over when and how the Plaintiff
24 Sardarian's and the Contractor Subclass Members' work was performed. Plaintiff Sardarian and
25 the Contractor Subclass Members received extensive training through Defendants directing the
26 methods by which their work was accomplished and performed to the Hotel's standards and
27 expectations. Plaintiff Sardarian and the Contractor Subclass Members were evaluated by
28 Defendants on their performance of the work—not just the end result or outcome of the work.

1 50. Defendants' opportunity for profit and loss far exceeded Plaintiff Sardarian's and
2 the Contractor Subclass Members' opportunity for profit and loss.

3 51. Like employees of the Hotel, Plaintiff Sardarian and the Contractor Subclass
4 Members were subjected to progressive discipline for failing to meet performance standards and
5 expectations unilaterally imposed by Defendants. In practice, despite the "independent
6 contractor" status giving the illusion of a "just cause" requirement for termination, Plaintiff
7 Sardarian and the Contractor Subclass Members could be discharged at any time like an "at-will"
8 employee and were discharged either without a legitimate reason or for an unlawful, retaliatory
9 reason.

10 52. The Hotel's salaried La Prairie Spa Manager oversaw and exercised control over
11 the KEVIN B. Salon operations and was frequently present in the Salon. The Spa Manager held
12 herself out as the manager of KEVIN B. Salon with authority over Plaintiff Sardarian's and the
13 Contractor Subclass Members' working conditions and employment. Plaintiff Sardarian and the
14 Contractor Subclass Members were not free to perform work as they wished and were constantly
15 micromanaged by Defendants' management.

16 53. Plaintiff Sardarian and the Contractor Subclass Members were treated by
17 Defendants in the same manner as W-2 employees of the Hotel.

18 54. Plaintiff Sardarian and the Contractor Subclass Members were provided with
19 access to employee parking and received parking passes in the same manner as W-2 employees
20 employed directly by Waldorf Astoria Management via Hotel management.

21 55. Plaintiff Sardarian and the Contractor Subclass Members were required to wear a
22 uniform (black, white or neutral colors) for their positions with KEVIN B. Salon. Upon
23 information and belief, the uniform policy and appearance standards were issued directly by
24 Waldorf Astoria Management via Hotel management.

25 56. Plaintiff Sardarian and the Contractor Subclass Members were provided with
26 employee badges furnished by Waldorf Astoria Management via Hotel management in order to
27 access the laundry areas and elevators.
28

1 57. When a customer assaulted Plaintiff Sardarian, the Hotel's Spa Manager
2 responded, filed an incident report with the Hotel's security office, and facilitated the customer's
3 arrest.

4 58. Defendant Waldorf Astoria Management required KEVIN B. Salon to remain
5 open and staffed for set hours from 10:00 am through 6:00 pm. Plaintiff Sardarian and the
6 Contractor Subclass Members were frequently required to work from 7:00 am to 7:00 or 8:00
7 pm, and worked significant overtime hours, regardless of whether clients were booked, at least
8 two times per week.

9 59. Defendants monitored the Plaintiff Sardarian's and the Contractor Subclass
10 Members' whereabouts through Hotel security cameras to ensure that the Salon was fully staffed
11 during its hours of operations.

12 60. Plaintiff Sardarian and the Contractor Subclass Members frequently were required
13 by Defendants to perform services in Hotel guests' rooms. Plaintiff Sardarian and the Contractor
14 Subclass Members were also required by Defendants to perform Salon services within the private
15 homes of the Hotel's more elite clientele. Plaintiff Sardarian and the Contractor Subclass
16 Members were never reimbursed for travel expenses or mileage.

17 61. Plaintiff Sardarian and the Contractor Subclass Members received discounts on the
18 Hotel's La Prairie Spa services, retail stores, and restaurants in the same manner as W-2
19 employees of Defendants.

20 62. Defendants, via KEVIN B. Salon, provided Plaintiff Sardarian and the Contractor
21 Subclass Members with styling tools, products, workstations, and all other stock items, materials,
22 and equipment necessary to perform their jobs. Plaintiff Sardarian and the Contractor Subclass
23 Members routinely purchased their own tools and products to supplement the Salon's offerings
24 and were not reimbursed for these expenses related to their employment. However, the
25 Contractor Plaintiff and the Contractor Subclass Members were required to use certain styling
26 products and hair color that only the Defendants supplied.

27 63. Defendants made efforts through the years to cover up their willful
28 misclassification of workers, including implementing various measures without any sort of legal

1 significance to make Plaintiff Sardarian's and the Contractor Subclass Members'
2 misclassification less facially obvious. For example, Defendants provided meal tickets for use in
3 the employee cafeteria to Plaintiff Sardarian and the Contractor Subclass Members for some
4 length of time in the same manner as its W-2 employees but eventually stopped this practice
5 because management was concerned about the identical treatment of employees and independent
6 contractors.

7 64. Plaintiff Sardarian and the Contractor Subclass Members were never provided with
8 an independent contractor agreement specifying their employer or their employment relationship
9 with Waldorf Astoria Management and KEVIN B. Salon or a commission agreement specifying
10 the commission rate or the time, place, and manner of payment.

11 65. Defendants failed to provide Plaintiff Sardarian and the Contractor Subclass
12 Members with paystubs or itemized wage statements. KEVIN B. Salon issued checks to Plaintiff
13 Sardarian which did not show her commissions earned, the services performed, or the amount of
14 tips. Upon information and belief, this unlawful practice was intentional to conceal the true
15 employment status of Plaintiff Sardarian and the Contractor Subclass Members as misclassified
16 "independent contractors" of Defendants.

17 66. Defendants unlawfully deducted five dollars (\$5.00) per client service from
18 Plaintiff Sardarian's and the Contractor Subclass Members' paychecks. These deductions, which
19 were not specified or agreed upon in writing, purportedly went to KEVIN B's personal assistant,
20 whom KEVIN B. paid only one hundred dollars (\$100.00) per day to work from 8:00 am to 7:00
21 pm. Upon information and belief, this personal assistant quit when the First Amended Complaint
22 in the preceding lawsuit was filed in May 2023.

23 67. Plaintiff Sardarian and the Contractor Subclass Members were required to work
24 set schedules at KEVIN B. Salon and were not permitted to leave early if there were no clients or
25 bookings. Plaintiff Sardarian and the Contractor Subclass Members sometimes did not have a
26 client for the entire week, and therefore, received no compensation for working significant
27 overtime above eight (8) hours per day and forty (40) hours per week.

28 68. Plaintiff Sardarian and the Contractor Subclass Members were not paid a

1 minimum guaranteed salary or an hourly wage. If there were no customers within the Salon, they
2 nonetheless were required to remain in the Salon throughout the entire workday and would not be
3 paid. This had the effect of driving Plaintiff Sardarian's and the Contractor Subclass Members'
4 hourly wage below the applicable state minimum wage when low client volume and demand
5 existed, which was often the case.

6 69. The rigid and full-time schedules mandated by Defendants and the requirement
7 that Plaintiff Sardarian and the Contractor Subclass Members remain physically present at the
8 worksite, even at times when there was an absence of clients, served to preclude Plaintiff
9 Sardarian and the Contractor Subclass Members from seeking other business opportunities
10 outside of their employment with Waldorf Astoria Beverly Hills and wholly eliminated their
11 ability to customarily engage in an independently established trade, occupation, or business of
12 the same nature as that involved in the work performed for Defendants.

13 70. In addition, Defendants prohibited Plaintiff Sardarian and the Contractor Subclass
14 Members from providing their clients with their phone numbers and contact information. This
15 flat prohibition prevented Plaintiff Sardarian and the Contractor Subclass Members from
16 advertising or marketing their services as true "independent contractors" separately and apart
17 from Defendants' direct control.

18 71. Defendants required Plaintiff Sardarian and the Contractor Subclass Members to
19 perform extensive cleaning in the Salon (including deep cleaning) in the same manner as W-2
20 housekeeping and maintenance employees and to perform laundry in the Hotel's laundry room,
21 which was shared with Hotel employees from the Spa and Housekeeping departments.

22 72. Defendants subjected Plaintiff Sardarian and the Contractor Subclass Members to
23 progressive discipline for arriving late, client complaints, and noncompliance with policies. For
24 example, Defendants sent home purported "independent contractors" within KEVIN B. Salon for
25 failing to comply with their uniform policy.

26 73. Plaintiff Sardarian and the Contractor Subclass Members had access to Hotel keys
27 through the Hotel's Security Office in the same manner as W-2 employees of Defendants.
28

1 74. Upon information and belief, Waldorf Astoria Management represented that the
2 Hotel would pay for KEVIN B. Salon’s costs of defense with respect to the original Bolos
3 Complaint.

4 **RETALIATION ALLEGATIONS**

5 75. Defendants frequently retaliated against Plaintiffs and the Retaliation Subclass
6 Members for their engagement and participation in protected activities, which included, for
7 example, taking statutorily protected leaves of absence; filing workers’ compensation claims;
8 discussing wages and working conditions; filing internal and external complaints of
9 discrimination, harassment, abusive conduct, and wage theft; and attempting to organize and
10 form a collective bargaining unit.

11 76. Defendants’ retaliatory conduct included, but was not limited to, taking adverse
12 action against and wrongfully terminating Plaintiffs and the Retaliation Subclass Members,
13 reducing Plaintiffs’ and the Retaliation Subclass Members' hours and shifts while hiring less
14 experienced on-call replacements to assume these workers’ former hours and shifts, sending
15 emails which directed Plaintiffs and the Retaliation Subclass Members to refrain from talking to
16 each other while in the workplace, refusing to accommodate their requests for accommodation
17 upon return from medical leaves of absence, removing them from mandatory meetings, and
18 calling one-on-one meetings with Plaintiffs and the Retaliation Subclass Members to intimidate
19 them and dissuade them from pursuing their complaints regarding discrimination, harassment,
20 abusive conduct, and/or wage theft.

21 77. When Plaintiff Sardarian and at least one Retaliation Subclass Member raised
22 concerns regarding their misclassification and joined this class action lawsuit, KEVIN B.
23 subjected them to egregious retaliation, including taking physical possession of their mobile
24 devices to impersonate Plaintiff Sardarian and the Retaliation Subclass Members in
25 communications with Plaintiff Sardarian’s undersigned counsel, falsely representing to Plaintiff
26 Sardarian’s undersigned counsel that Plaintiff Sardarian wished to withdraw from the pending
27 lawsuit via their fraudulent impersonation, referring to Plaintiff Sardarian as a “traitor” and other
28 derogatory names in front of clients and other workers, constantly monitoring Plaintiff

1 Sardarian's whereabouts, physically intimidating Plaintiff Sardarian by standing in close
2 proximity to her at all times, threatening Plaintiff Sardarian with deportation, and ultimately
3 terminating Plaintiff Sardarian's employment for complaining about her misclassification and
4 continuing to serve as a Plaintiff in the preceding lawsuit. When KEVIN B. was served with a
5 cease-and-desist letter dated June 6, 2023, the same retaliation nonetheless continued.

6 78. Defendants, via their salaried managers, contributed to a hostile, intimidating, and
7 fear-ridden work environment in which the Plaintiffs and the Retaliation Subclass Members were
8 in constant fear of termination or reprisal. Upon information and belief, at least one Plaintiff and
9 Retaliation Subclass Member were physically assaulted by Defendants' managers. Defendants'
10 managers used public humiliation and threats to deter Plaintiffs and the Retaliation Subclass
11 Members from voicing their concerns about Defendants' unlawful employment practices.
12 Defendants, via their managerial staff, repeatedly warned Plaintiffs and the Retaliation Subclass
13 Members that they would be terminated for speaking out against Defendants' violations of law
14 and actually terminated the employment of at least one Plaintiff for doing the same.

15 79. Plaintiffs and the Retaliation Subclass Members were subjected to retaliatory
16 discipline and threats of reprisals for conferring with each other regarding the terms and
17 conditions of their employment. Management of Defendants told the Plaintiffs and the
18 Retaliation Subclass Members that they were prohibited from gathering in groups and talking
19 about the workplace. Four Retaliation Subclass Members who raised concerns about the terms
20 and conditions of employment and management's treatment of them were summarily and
21 simultaneously terminated and labeled as "troublemakers" by management of Defendants.

22 **GENERAL ALLEGATIONS COMMON TO ALL CONTRACTOR SUBCLASS**

23 **MEMBERS**

24 80. Plaintiff Sardarian were employed by Defendants as nail technicians, estheticians,
25 hair stylists, makeup artists, and massage therapists within Waldorf Astoria Beverly Hills' La
26 Prairie Spa and KEVIN B. Salon.

1 81. Defendants paid Plaintiff Sardarian and the Putative Class Members on a
2 commission basis. Plaintiffs and the Putative Class Members received between 31% and 50%
3 commission on services rendered.

4 82. Plaintiff Sardarian and the Putative Class Members were not paid overtime
5 compensation (i.e., one and a half times their regular rate/hourly wage and/or double their regular
6 rate/hourly wage) by Defendants for hours they worked over eight (8) hours in a workday or for
7 hours they worked in excess of forty (40) hours a week. Defendants frequently required Plaintiffs
8 and the Putative Class Members to work significant overtime without compensation. Defendants
9 effectuated this through their management's deliberate manipulation of the timekeeping system
10 and misrepresentation of time worked.

11 83. Clients of Plaintiff Sardarian and the Putative Class Members paid Hotel
12 management directly for services—not the stylists, nail technicians, estheticians, makeup artists,
13 or massage therapists. Thus, Plaintiff Sardarian and the Putative Class Members were
14 deliberately kept uninformed of the commissions and tips they earned, and Defendants were able
15 to grossly underreport their hours, commissions, and tips and make unlawful deductions.

16 84. Plaintiff Sardarian and the Putative Class Members confronted Defendants
17 repeatedly due to underreported commissions and tips in their paychecks. Plaintiff Sardarian and
18 the Putative Class Members could not account for their hours worked or their wages earned due
19 to Defendants' withholding of timekeeping records, itemized wage statements, and commission
20 reports. Defendants repeatedly refused to supply Plaintiff Sardarian and the Putative Class
21 Members with itemized wage statements and commission reports upon request, so Plaintiff
22 Sardarian and the Putative Class Members were consistently underpaid for all hours worked,
23 including overtime, and subjected to wage theft.

24 85. Between La Prairie Spa and KEVIN B. Salon within the Waldorf Astoria Beverly
25 Hills, there were more than ninety (90) massage therapists and approximately twenty-five (25)
26 nail technicians, hair stylists, makeup artists, and estheticians employed as non-exempt
27 employees or misclassified as "independent contractors" at any time during the relevant time-
28 period.

1 86. Plaintiff Sardarian and the Putative Class Members were sometimes required to be
2 “on-call” for the entirety of the Spa’s and Salon’s hours of operation. While “on-call,” Plaintiff
3 Sardarian and the Putative Class Members were required to stay within a few minutes’ radius of
4 the Hotel and carry their mobile phones at all times in order to be readily available if a walk-in
5 client or last-minute booking occurred. Due to the heavy Los Angeles County traffic, these
6 restrictions served to prohibit Plaintiff Sardarian and the Putative Class Members from
7 performing work or activities for their own personal benefit and instead made them under the
8 direct control of Defendants while “on-call.” Plaintiff Sardarian and the Putative Class Members
9 often resorted to waiting in their cars in areas surrounding the Hotel. If no work came in for the
10 on-call workers, they did not get paid, which happened more often than not. If they were called
11 in, and there was a cancelation, Plaintiff Sardarian and the Putative Class Members did not get
12 paid reporting time pay or any other wages.

13 87. Plaintiff Sardarian and the Putative Class Members were required to arrive at work
14 thirty minutes to an hour before their shift to perform uncompensated work, including stocking
15 supplies and preparing treatment rooms. Plaintiffs and the Putative Class Members often stayed
16 well after their shifts ended to perform other work purely for Defendants’ benefit.

17 88. Plaintiff Sardarian and the Putative Class Members were required to arrive at work
18 thirty minutes to an hour before their shift to perform uncompensated work, including stocking
19 supplies and preparing treatment rooms. Plaintiff Sardarian and the Putative Class Members
20 often stayed well after their shifts ended to perform other work purely for Defendants’ benefit.

21 89. Plaintiff Sardarian and the Putative Members were required to attend extensive
22 training sessions after-hours when the Spa and Salon were closed and were not paid for their
23 time.

24 90. Plaintiff Sardarian and the Putative Class Members received pay stubs that failed
25 to accurately account and compensate them for all time worked and wage statements that were
26 not properly itemized to show different pay rates, wage types, tips, and commissions earned.

27 91. Plaintiff Sardarian and the Putative Class Members received 18% of a 20%
28 automatic gratuity on all services provided to clients, but clients were not informed that the

1 service provider did not receive the full 20% gratuity. Due to Defendants’ non-itemized wage
2 statements, Plaintiff Sardarian and the Putative Class Members were unable to discern whether
3 their portion of the gratuity was paid to them.

4 92. Plaintiff Sardarian and the Putative Class Members were expected by Defendants
5 to be present in the workplace well before and after their scheduled shifts and work throughout
6 their entire shift without being permitted to take rest breaks or meal periods, and Defendants did
7 not keep an accurate timekeeping system as required by law. Defendants required Plaintiff
8 Sardarian and the Putative Class Members to clock in and out to create the illusion that Plaintiff
9 Sardarian and the Putative Class Members were receiving rest breaks and meal periods in
10 conformance with California law. In actuality, Defendants did not relieve Plaintiff Sardarian and
11 the Putative Class Members of their work duties during these purported “rest breaks and meal
12 periods.” Instead, Plaintiff Sardarian and the Putative Class Members were required to continue
13 with their same work duties throughout their legally protected break time. Thus, Defendants’
14 timekeeping system and practices grossly and unlawfully underreported the hours that Plaintiff
15 Sardarians and the Putative Class Members worked, and Plaintiff Sardarians and the Putative
16 Class Members did not receive all compensation owed, including premium pay, late wages
17 penalties, and waiting time penalties upon separation.

18 93. When Spa clients received a discount from Hotel management—the discount was
19 taken only from the Plaintiffs’ and the Putative Class Members’ commissions without any
20 reduction in the Hotels’ share of the revenue from the services rendered. The Putative Class
21 Members are disproportionately represented by immigrants to the United States and ethnic
22 minorities, including Black, Persian, and Armenian populations. They are nonunionized,
23 unaware, and uninformed of employee rights and labor laws, and may be reluctant to pursue and
24 avail themselves of legal protections out of fear of retaliation, loss of employment, and further
25 economic hardship. Defendants knowingly preyed upon the Putative Class Members, taking
26 advantage of their limited economic opportunities, the absence of any meaningful bargaining
27 power or ability to negotiate over the terms and conditions of their employment, and their
28 dependency on their employment with Defendants.

1 94. CLASS ACTION ALLEGATIONSPlaintiffs bring certain claims individually, as
2 well as on behalf of each and all other persons similarly situated, and thus, seek class
3 certification under California Code of Civil Procedure § 382.

4 95. All claims alleged herein arise under California law for which Plaintiffs seeks
5 relief authorized by California law.

6 96. The proposed Class consists of and is defined as:

7 All current and former non-exempt employees of Defendants who worked at the
8 Waldorf Astoria Beverly Hills from November 6, 2019 through October 14,
9 2024, together with Plaintiff Sardarian with respect to the period from February
10 23, 2019 through October 14, 2024 during which she performed services at the
11 Kevin B Salon located at the Waldorf Astoria Beverly Hills Hotel while
12 classified as an independent contractor

13 97. At all material times, each Plaintiff was a member of the Class.

14 98. Plaintiffs undertake this concerted activity to improve the wages and working
15 conditions of all Class Members.

16 99. There is a well-defined community of interest in the litigation and the Class is
17 readily ascertainable:

- 18 (a) Numerosity: The members of the Class (and each subclass, if any) are so
19 numerous that joinder of all members would be unfeasible and impractical.
20 The membership of the entire Class is unknown to Plaintiffs at this time,
21 however, the Class is estimated to be greater than 100 individuals and the
22 identity of such membership is readily ascertainable by inspection of
23 Defendants' records.
- 24 (b) Typicality: Each Plaintiff is qualified to, and will, fairly and adequately
25 protect the interests of each Class Member with whom there is a shared,
26 well-defined community of interest, and Plaintiffs' claims (or defenses, if
27 any) are typical of all Class Members' claims as demonstrated herein.
- 28 (c) Adequacy: Plaintiffs are qualified to, and will, fairly and adequately
protect the interests of each Class Member with whom there is a shared,

1 well-defined community of interest and typicality of claims, as
2 demonstrated herein. Plaintiffs have no conflicts with or interests
3 antagonistic to any Class Member. Plaintiffs' attorneys, the proposed class
4 counsel, are versed in the rules governing class action discovery,
5 certification, and settlement. Plaintiffs have incurred, and throughout the
6 duration of this action, will continue to incur costs and attorneys' fees that
7 have been, are, and will be necessarily expended for the prosecution of this
8 action for the substantial benefit of each class member.

9 (d) Superiority: A Class Action is superior to other available methods for the
10 fair and efficient adjudication of the controversy, including consideration
11 of:

- 12 1) The interests of the members of the Class in individually
13 controlling the prosecution or defense of separate actions;
- 14 2) The extent and nature of any litigation concerning the controversy
15 already commenced by or against members of the Class;
- 16 3) The desirability or undesirability of concentrating the litigation of
17 the claims in the particular forum; and
- 18 4) The difficulties likely to be encountered in the management of a
19 class action.

20 (e) Public Policy Considerations: The public policy of the State of California
21 is to resolve the California Labor Code claims of many employees through
22 a class action. Indeed, current employees are often afraid to assert their
23 rights out of fear of direct or indirect retaliation. Former employees are
24 also fearful of bringing actions because they believe their former
25 employers might damage their future endeavors through negative
26 references and/or other means. Class actions provide the class members
27 who are not named in the complaint with a type of anonymity that allows
28 for the vindication of their rights at the same time as their privacy is

protected.

100. There are common questions of law and fact as to the Class (and each subclass, if any) that predominate over questions affecting only individual members, including without limitation, whether, as alleged herein, Defendants have:

- (a) Failed to pay Class Members for all hours worked, including minimum wages, and overtime wages;
- (b) Failed to provide meal periods and pay meal period premium wages to Class Members;
- (c) Failed to authorize and permit rest periods and pay rest period premium wages to Class Members;
- (d) Failed to promptly pay all wages due to Class Members upon their discharge or resignation;
- (e) Failed to maintain accurate records of all hours Class Members worked, and all meal periods Class Members took or missed;
- (f) Failed to reimburse Class Members for all necessary business expenses;
- (g) Violated California Business & Professions Code §§ 17200 *et. seq.* as a result of their illegal conduct as described above;
- (h) Whether Plaintiff Sardarian and the Class Members were misclassified as independent contractors;
- (i) Whether Plaintiff Sardarian and the Class Members are entitled to compensatory damages;
- (j) Whether Plaintiff Sardarian and the Contractor Subclass are entitled to penalties for Defendants' failure to produce requested personnel and wage records;
- (k) Whether Defendants failed to pay workers' compensation benefits to Plaintiffs and the Class Members;
- (l) Whether Defendants failed to maintain written commission agreements with Class Members;

- 1 (m) Whether Defendants retaliated against Class Members in violation of the
2 California Labor Code; and
3 (n) Whether Defendants were unjustly enriched at the expense of Plaintiffs and
4 the Class Members and whether Plaintiffs and Class Members are entitled
5 to restitution.

6 101. This Court should permit this action to be maintained as a class action pursuant to
7 California Code of Civil Procedure § 382 because:

- 8 (a) The questions of law and fact common to the Class predominate over any
9 question affecting only individual members;
10 (b) A class action is superior to any other available method for the fair and
11 efficient adjudication of the claims of the members of the Class;
12 (c) The members of the Class are so numerous that it is impractical to bring all
13 members of the class before the Court;
14 (d) Plaintiffs, and the other members of the Class, will not be able to obtain
15 effective and economic legal redress unless the action is maintained as a
16 class action;
17 (e) There is a community of interest in obtaining appropriate legal and
18 equitable relief for the statutory violations, and in obtaining adequate
19 compensation for the damages and injuries for which Defendants are
20 responsible in an amount sufficient to adequately compensate the members
21 of the Class for the injuries sustained;
22 (f) Without class certification, the prosecution of separate actions by
23 individual members of the class would create a risk of:
24 1) Inconsistent or varying adjudications with respect to individual
25 members of the Class which would establish incompatible standards
26 of conduct for Defendants; and/or
27 2) Adjudications with respect to the individual members which would,
28 as a practical matter, be dispositive of the interests of other

1 members not parties to the adjudications, or would substantially
2 impair or impede their ability to protect their interests, including but
3 not limited to the potential for exhausting the funds available from
4 those parties who are, or may be, responsible Defendants; and,

5 (g) Defendants have acted or refused to act on grounds generally applicable to
6 the Class, thereby making final injunctive relief appropriate with respect to
7 the class as a whole.

8 102. Plaintiffs contemplate the eventual issuance of notice to the proposed members of
9 the Class that would set forth the subject and nature of the instant action. The Defendants' own
10 business records may be utilized for assistance in the preparation and issuance of the
11 contemplated notices. To the extent that any further notices may be required, Plaintiffs would
12 contemplate the use of additional techniques and forms commonly used in class actions, such as
13 published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by
14 other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

15 **FIRST CAUSE OF ACTION**

16 **(Against all Defendants for Failure to Pay Minimum Wages for All Hours Worked)**

17 103. Plaintiffs incorporate by reference and re-alleges as if fully stated herein
18 paragraphs 1 through 100 in this Complaint.

19 104. "Hours worked" is the time during which an employee is subject to the control of
20 an employer, and includes all the time the employee is suffered or permitted to work, whether or
21 not required to do so.

22 105. At all relevant times herein mentioned, Defendants knowingly failed to pay to
23 Plaintiff and the Class compensation for all hours they worked. Defendants also caused Plaintiffs
24 and the Putative Class Members to receive less than the prevailing minimum wage due to their
25 misclassification and/or requirement to be on-call without hourly compensation. By their failure
26 to pay compensation for each hour worked as alleged above, Defendants willfully violated the
27 provisions of Section 1194 of the California Labor Code, and any additional applicable Wage
28 Orders, which require such compensation to non-exempt employees.

1 106. At all relevant times herein mentioned, Defendants had a consistent policy of not
2 compensating their misclassified independent contractors and non-exempt employees, for wages
3 owed (including for reporting time pay, straight time hours, premium pay, and applicable
4 overtime), for work-related expenses incurred, and for work performed, including for attendance
5 at various events at which the employees were suffered or permitted to work subject to the
6 control of Defendants

7 107. Accordingly, Plaintiff and the Class are entitled to recover minimum wages for all
8 non-overtime hours worked for Defendants.

9 108. By and through the conduct described above, Plaintiff and the Class have been
10 deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

11 109. By virtue of the Defendants' unlawful failure to pay additional compensation to
12 Plaintiff and the Class for their non-overtime hours worked without pay, Plaintiff and the Class
13 suffered, and will continue to suffer, damages in amounts which are presently unknown to
14 Plaintiff and the Class, but which exceed the jurisdictional minimum of this Court, and which
15 will be ascertained according to proof at trial.

16 110. By failing to keep adequate time records required by California Labor Code §
17 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage
18 compensation due Plaintiff and the Class.

19 111. Pursuant to California Labor Code section 1194.2, Plaintiff and the Class are
20 entitled to recover liquidated damages (double damages) for Defendants' failure to pay minimum
21 wages.

22 112. California Labor Code section 204 requires employers to provide employees with
23 all wages due and payable twice a month. Throughout the statute of limitations period applicable
24 to this cause of action, Plaintiff and the Class were entitled to be paid twice a month at rates
25 required by law, including minimum wages. However, during all such times, Defendants
26 systematically failed and refused to pay Plaintiff and the Class all such wages due, and failed to
27 pay those wages twice a month.
28

113. Defendants failed to pay minimum wage "for all hours worked" and failed to pay for work-related expenses in violation of Cal. Labor Code §§ 206, 206.5, 216, 218.5, 218.6, 226.3, 226.6, 229, 510, 558, 1174, 1174.5, 1175, 1182.11, 1182.12, 1185, 1194. 1194.2, 1195, 1197, 1197.1, 1199 and 2802 and IWC Wage Order 5.

114. Plaintiffs and the Class are also entitled to seek recovery of all unpaid minimum wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code §§ 218.5, 218.6, and 1194(a).

SECOND CAUSE OF ACTION

(Against all Defendants for Failure to Pay Overtime Wages)

115. Plaintiffs incorporate by reference and re-alleges as if fully stated herein paragraphs 1 through 100 in this Complaint.

116. California Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

117. California Labor Code §§ 1194 and 1198 provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, California Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

118. At all times relevant hereto, Plaintiffs and the Class have worked more than eight hours in a workday, as employees of Defendants.

119. At all times relevant hereto, Defendants failed to pay Plaintiffs and the Class 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. Plaintiff and the Class are regularly required to work overtime hours.

120. By virtue of Defendants' unlawful failure to pay additional premium rate compensation to the Plaintiffs and the Class for their overtime hours worked, Plaintiffs and the Class have suffered, and will continue to suffer, damages in amounts which are presently

1 unknown to them but which exceed the jurisdictional minimum of this Court and which will be
2 ascertained according to proof at trial.

3 121. By failing to keep adequate time records required by Labor Code § 1174(d),
4 Defendants have made it difficult to calculate the full extent of overtime compensation due to
5 Plaintiffs and the Class.

6 122. Plaintiffs and the Class also request recovery of overtime compensation according
7 to proof, interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a), as well
8 as the assessment of any statutory penalties against Defendants, in a sum as provided by the
9 California Labor Code and/or other statutes.

10 123. California Labor Code § 204 requires employers to provide employees with all
11 wages due and payable twice a month. The Wage Orders also provide that every employer shall
12 pay to each employee, on the established payday for the period involved, overtime wages for all
13 overtime hours worked in the payroll period. Defendants failed to provide Plaintiffs and the
14 Class with all compensation due, in violation of California Labor Code § 204.

15 **THIRD CAUSE OF ACTION**

16 **(Against All Defendants for Failure to Provide Meal Periods)**

17 124. Plaintiffs incorporates by reference and re-alleges as if fully stated herein
18 paragraphs 1 through 100 in this Complaint.

19 125. Under California law, Defendants have an affirmative obligation to relieve the
20 Plaintiffs and the Class of all duty in order to take their first daily meal periods no later than the
21 start of Plaintiffs and the Class's sixth hour of work in a workday, and to take their second meal
22 periods no later than the start of the eleventh hour of work in the workday. Section 512 of the
23 California Labor Code, and Section 11 of the applicable Wage Orders require that an employer
24 provide unpaid meal periods of at least 30 minutes for each five-hour period worked. It is a
25 violation of Section 226.7 of the California Labor Code for an employer to require any employee
26 to work during any meal period mandated under any Wage Order.

27 126. Despite these legal requirements, Defendants regularly failed to provide Plaintiffs
28 and the Class with both meal periods as required by California law. By their failure to permit

1 and authorize Plaintiffs and the Class to take all meal periods as alleged above (or due to the fact
2 that Defendants made it impossible or impracticable to take these uninterrupted meal periods),
3 Defendants willfully violated the provisions of Section 226.7 of the California Labor Code and
4 the applicable Wage Orders.

5 127. Under California law, Plaintiffs and the Class are entitled to be paid one hour of
6 additional wages for each workday he or she was not provided with all required meal period(s),
7 plus interest thereon.

8 9 **FOURTH CAUSE OF ACTION**

10 **(Against All Defendants for Failure to Authorize and Permit Rest Periods)**

11 128. Plaintiffs incorporates by reference and re-alleges as if fully stated herein
12 paragraphs 1 through 100 in this Complaint.

13 129. Defendants are required by California law to authorize and permit breaks of 10
14 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than
15 two hours). Section 512 of the California Labor Code, the applicable Wage Orders require that
16 the employer permit and authorize all employees to take paid rest periods of 10 minutes each for
17 each 4-hour period worked. Thus, for example, if an employee's work time is 6 hours and ten
18 minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so
19 required is itself a violation of California's rest break laws. It is a violation of Section 226.7 of
20 the California Labor Code for an employer to require any employee to work during any rest
21 period mandated under any Wage Order.

22 130. Despite these legal requirements, Defendants failed to authorize Plaintiffs and the
23 Class to take rest breaks, regardless of whether employees worked more than 4 hours in a
24 workday. By their failure to permit and authorize Plaintiffs and the Class to take rest periods as
25 alleged above (or due to the fact that Defendants made it impossible or impracticable to take
26 these uninterrupted rest periods), Defendants willfully violated the provisions of Section 226.7 of
27 the California Labor Code and the applicable Wage Orders.

1 Under California law, Plaintiffs and the Class are entitled to be paid one hour of premium wages
2 rate for each workday he or she was not provided with all required rest break(s), plus interest
3 thereon.

4 **FIFTH CAUSE OF ACTION**

5 **(Against All Defendants for Failure to Indemnify Necessary Business Expenses)**

6 131. Plaintiffs incorporates by reference and re-alleges as if fully stated herein
7 paragraphs 1 through 100 in this Complaint.

8 132. Defendants violated Labor Code section 2802 and the IWC Wage Orders, by
9 failing to pay and indemnify the Plaintiffs and the Class for their necessary expenditures and
10 losses incurred in direct consequence of the discharge of their duties or of their obedience to
11 directions of Defendants.

12 133. At all times during the statute of limitations period applicable to this class action,
13 in violation of Labor Code § 2802(a), Defendants failed to indemnify Plaintiffs and the Putative
14 Class Members for necessary expenditures incurred by Plaintiffs and the Putative Class Members
15 in the discharge of their duties or in obedience to the directions of Defendants including the
16 following expenditures: use of their personal vehicles to travel to clients' homes, mileage and
17 transportation costs to travel in close proximity to the workplace while on-call, personal cell
18 phone usage, uniform and uniform maintenance costs, safety shoe costs, and use of their personal
19 tools and products

20 134. As a result, Plaintiffs and the Class were damaged at least in the amounts of the
21 expenses they paid, or which were deducted by Defendants from their wages.

22 135. Plaintiff and the class they represent are entitled to attorney's fees, expenses, and
23 costs of suit pursuant to Labor Code section 2802(c) and interest pursuant to Labor Code section
24 2802(b).

1 **SIXTH CAUSE OF ACTION**

2 **(Against all Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time**
3 **Penalties)**

4 136. Plaintiffs incorporates by reference and re-alleges as if fully stated herein
5 paragraphs 1 through 100 in this Complaint.

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

12 138. Within the applicable statute of limitations, the employment of Plaintiffs and
13 many other members of the Class ended, i.e. was terminated by quitting or discharge, and the
14 employment of others will be. However, during the relevant time period, Defendants failed, and
15 continue to fail to pay terminated Class Members, without abatement, all wages required to be
16 paid by California Labor Code sections 201 and 202 either at the time of discharge, or within
17 seventy-two (72) hours of their leaving Defendants' employ.

18 139. Defendants' failure to pay Plaintiffs and those Class members who are no longer
19 employed by Defendants their wages earned and unpaid at the time of discharge, or within
20 seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor
21 Code §§ 201 and 202.

22 140. California Labor Code § 203 provides that if an employer willfully fails to pay
23 wages owed, in accordance with sections 201 and 202, then the wages of the employee shall
24 continue as a penalty wage from the due date, and at the same rate until paid or until an action is
25 commenced; but the wages shall not continue for more than thirty (30) days.

26 141. Plaintiffs and the Class are entitled to recover from Defendants their additionally
27 accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days
28 maximum pursuant to California Labor Code § 203.

142. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, Plaintiffs and the Class are also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this action.

SEVENTH CAUSE OF ACTION

(Against all Defendants for Failure to Provide and Maintain Accurate and Compliant Wage Records)

143. Plaintiffs incorporate by reference and re-alleges as if fully stated herein paragraphs 1 through 100 in this Complaint.

144. At all material times set forth herein, California Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

145. Defendants have intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify the gross wages earned by Plaintiffs and the Class, the failure to list the true “total hours worked by the employee,” and the failure to list the true net wages earned.

146. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiffs and the Class have suffered injury and damage to their statutorily-protected rights.

147. Specifically, Plaintiffs and the members of the Class have been injured by Defendants' intentional violation of California Labor Code § 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate, itemized wage

1 statements under California Labor Code § 226(a).

2 148. Calculation of the true wage entitlement for Plaintiffs and the Class is difficult and
3 time consuming. As a result of this unlawful burden, Plaintiffs and the Class were also injured as
4 a result of having to bring this action to attempt to obtain correct wage information following
5 Defendants' refusal to comply with many of the mandates of California's Labor Code and related
6 laws and regulations.

7 149. Plaintiffs and the Class are entitled to recover from Defendants their actual
8 damages caused by Defendants' failure to comply with California Labor Code § 226(a).

9 150. Plaintiffs and the Class are also entitled to injunctive relief, as well as an award of
10 attorney's fees and costs to ensure compliance with this section, pursuant to California Labor
11 Code § 226(h).

12
13 **EIGHTH CAUSE OF ACTION**

14 **(Against all Defendants for Violation of California Business & Professions Code §§ 17200,**
15 **et seq.)**

16 151. Plaintiffs incorporate by reference and re-alleges as if fully stated herein
17 paragraphs 1 through 100 in this Complaint.

18 152. Defendants, and each of them, are "persons" as defined under California Business
19 & Professions Code § 17201.

20 153. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
21 unlawful, and harmful to Plaintiffs, other Class members, and to the general public. Plaintiff
22 seeks to enforce important rights affecting the public interest within the meaning of Code of Civil
23 Procedure § 1021.5.

24 154. Defendants' activities, as alleged herein, are violations of California law, and
25 constitute unlawful business acts and practices in violation of California Business & Professions
26 Code §§ 17200, *et seq.*

27 155. A violation of California Business & Professions Code §§ 17200, *et seq.* may be
28 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, 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 & Professions Code §§ 17200, *et seq.*

Failure to Pay Minimum Wages

156. Defendants' failure to pay minimum wages, and other benefits in violation of the California Labor Code constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Pay Overtime Wages

157. Defendants' failure to pay overtime compensation and other benefits in violation of California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Maintain Accurate Records of All Hours Worked

158. Defendants' failure to maintain accurate records of all hours worked in accordance with California Labor Code § 1174.5 and the IWC Wage Orders constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Provide Meal Periods

159. Defendants' failure to provide meal periods in accordance with California Labor Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Authorize and Permit Rest Periods

160. Defendants' failure to authorize and permit rest periods in accordance with California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq.*

Failure to Indemnify Necessary Business Expenses

161. Defendants' failure to indemnify employees for necessary business expenses in accordance with California Labor Code § 2802 and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§

17200, *et seq.*

Failure to Provide Accurate Itemized Wage Statements

162. 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 California Business & Professions Code §§ 17200, *et seq.*

163. Plaintiffs further allege that the following practices of Defendants are unlawful and unfair business practices pursuant to Business and Professions Code §§ 17200, *et seq.*: (1) misclassifying the Plaintiffs; (2) failure to pay the Plaintiffs overtime wages, straight time wages, and the prevailing minimum wage; (3) failure to provide the Plaintiffs with meal periods and rest breaks and failure to pay wages in lieu thereof; (4) failing to pay the Plaintiffs all wages owed upon separation; (5) unlawfully tip-sharing, withholding and/or deducting tips; (6) failure to pay fringe benefits in violation of Labor Code Sections 218.5 and 218.6; (7) failing to maintain accurate pay records and to provide employees with adequate paystubs; (8) failing to indemnify business expenses; (9) failure to provide paid sick leave; (10) failure to provide accurate wage statements; (11) failure to provide workers' compensation benefits; (12) failure to maintain written commissions agreements; (13) retaliation; (14) failure to produce payroll records upon request; and (15) unjustly enriching themselves due to the same.

164. By and through their unfair, unlawful and/or fraudulent business practices described herein, the Defendants, have obtained valuable property, money and services from Plaintiff, 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.

165. Plaintiffs and the Class Members suffered monetary injury as a direct result of Defendants' wrongful conduct.

166. Plaintiffs, individually, and on behalf of members of the putative Class, is entitled to, and do, seek such relief as may be necessary to disgorge money and/or property which the Defendants have wrongfully acquired, or of which Plaintiff and the Class have been deprived, by means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiff and the Class are not obligated to establish individual knowledge of the wrongful practices of

Defendants in order to recover restitution.

167. Plaintiffs, individually, and on behalf of members of the putative class, are further entitled to and do seek a declaration that the above described business practices are unfair, unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them, from engaging in any of the above-described unfair, unlawful and/or fraudulent business practices in the future.

168. Plaintiffs, individually, and on behalf of members of the putative class, have no plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent business practices. As a result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiffs, individually, and on behalf of members of the putative Class, has suffered and will continue to suffer irreparable harm unless the Defendants, and each of them, are restrained from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

169. Plaintiffs also allege that if Defendants are not enjoined from the conduct set forth herein above, they will continue to avoid paying the appropriate taxes, insurance and other withholdings.

170. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiffs and putative Class Members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of this complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiffs and Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

NINTH CAUSE OF ACTION

(Against all Defendants for Civil Penalties Under the Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 et seq.)

171. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 100 in this Complaint.

1 172. At all times herein mentioned, Defendants were subject to the Labor Code of the
2 State of California and the applicable Industrial Welfare Commission Orders.

3 173. California Labor Code § 2699(a) specifically provides for a private right of action
4 to recover penalties for violations of the Labor Code: “Notwithstanding any other provision of
5 law, any provision of this code that provides for a civil penalty to be assessed and collected by
6 the Labor and Workforce Development Agency or any of its departments, divisions,
7 commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative,
8 be recovered through a civil action brought by an aggrieved employee on behalf of himself or
9 herself and other current or former employees pursuant to the procedures specified in Section
10 2699.3.”

11 174. Plaintiff Blossom has exhausted her administrative remedies pursuant to
12 California Labor Code § 2699.3. On November 5, 2023, Plaintiff Blossom gave written notice by
13 online filing to the Labor and Workforce Development Agency and by certified mail to
14 Defendants of the specific provisions of the Labor Code that Defendants have violated against
15 Plaintiff Blossom and current and former aggrieved employees, including the facts and theories to
16 support the violations. At the time of this filing, over 65 days has elapsed since Plaintiff Blossom
17 provided notice, but the Labor and Workforce Development Agency has not indicated that it
18 intends to investigate Defendants’ Labor Code violations discussed in the notice. Accordingly,
19 Plaintiff Blossom may commence a civil action to recover penalties under Labor Code § 2699
20 pursuant to § 2699.3 for the violations of the Labor Code described in this Complaint. These
21 penalties include, but are not limited to, penalties under California Labor Code §§ 210, 226.3,
22 558, 1197.1, and 2699(f)(2).

23 175. In addition, Plaintiff Blossom seeks penalties for Defendants’ violation of
24 California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person,
25 including any entity, employing labor who willfully fails to maintain accurate and complete
26 records required by California Labor Code § 1174 is subject to a penalty under § 1174.5.
27 Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing
28 when the employee begins and ends each work period. Meal periods, and total hours worked

1 daily shall also be recorded. Additionally, pursuant to the applicable IWC Order § 7(A)(5), every
2 employer shall keep total hours worked in the payroll period and applicable rates of pay.

3 176. Plaintiff Singh has exhausted her administrative remedies pursuant to California
4 Labor Code § 2699.3. On March 8, 2023, Laurie Bolos, plaintiff in a related matter, *Bolos, et al.*
5 *v. Grand Wailea A Waldorf Astoria Resort, et al.*, submitted a notice to California’s Labor and
6 Workforce Development Agency (“LWDA”) purporting to exhaust notice requirements under
7 California’s Private Attorney General Act (“PAGA”) of certain claims under the California Labor
8 Code against a number of entities, including Waldorf=Astoria Management LLC (“Bolos PAGA
9 Notice”).

10 177. On August 29, 2023, an “Amendment to PAGA Notice” substituting Plaintiff Amy
11 Singh for Plaintiff Laurie Bolos for purposes of the PAGA Notice and alleging additional
12 violations of the California Labor Code was filed with the LWDA (“Singh PAGA Notice”). Such
13 Amendment to PAGA Notice related back to the original PAGA Notice filed on March 8, 2023.
14 At the time of this filing, over 65 days has elapsed since Plaintiff provided notice, but the Labor
15 and Workforce Development Agency has not indicated that it intends to investigate Defendants’
16 Labor Code violations discussed in the notice.

17 178. During the time period of employment for Plaintiffs and the Aggrieved
18 Employees, Defendants failed to maintain records pursuant to the Labor Code and IWC Orders
19 by failing to maintain accurate records showing meal periods, and accurate records showing
20 when employees begin and end each work period. Defendants’ failure to provide and maintain
21 records required by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved
22 Employees the ability to know, understand and question the accuracy and frequency of meal
23 periods, and the accuracy of their hours worked stated in Defendants’ records. Therefore,
24 Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages,
25 all of which resulted in an unjustified economic enrichment to Defendants. As a direct result,
26 Plaintiffs and the Aggrieved Employees have suffered and continue to suffer, substantial losses
27 related to the use and enjoyment of such wages, lost interest on such wages and expenses and
28 attorney’s fees in seeking to compel Defendants to fully perform its obligation under state law,

1 all to their respective damage in amounts according to proof at trial. Because of Defendants'
2 knowing failure to comply with the Labor Code and applicable IWC Wage Orders, Plaintiffs and
3 the Aggrieved Employees have also suffered an injury in that they were prevented from knowing,
4 understanding, and disputing the wage payments paid to them.

5 179. With respect to the Bolos and Singh PAGA Notice, Plaintiff Sardarian alleges
6 Defendants intentionally violated or has caused to be violated California Labor Code Labor Code
7 §§ 98, 97, 201, 202, 203, 204, 206, 210, 216, 226, 229, 232, 510, 512, 515, 558, 1102, 1174,
8 1175, 1182, 1185, 1194, 1195, 1197, 1199, 2751, 2802, 3700, and 3722.

9 180. Defendants failed to maintain written commissions records and independent
10 contractor agreements or provide the Plaintiff and other aggrieved employees with copies of such
11 agreements and bimonthly payments of all wages and commissions earned as required by law. In
12 addition, the Waldorf Astoria invoked the protection of the commissioned salesperson exemption
13 under the applicable Wage Order, notwithstanding the Plaintiff and other aggrieved employees
14 did not earn at least one and one-half times the minimum wage for every hour worked in every
15 semi-monthly pay period. Waldorf Astoria did not provide adequate written commissions
16 agreements in violation of Cal. Labor Code § 2751 with sufficient specificity to Plaintiff and
17 other aggrieved employees by, among other failures, failing to set forth with specificity when and
18 how commissions will be paid, giving unfettered discretion to Waldorf Astoria to determine
19 whether sales and services would be approved and whether unstated charges and fees attached.
20 Plaintiff and other aggrieved employees requested commissions reports on multiple occasions
21 because Waldorf Astoria knowingly and regularly misreported and did not compensate the
22 Plaintiff and other aggrieved employees for all time worked and all commissions earned.
23 Waldorf Astoria deliberately did not maintain accurate wage records and failed to furnish the
24 same to Plaintiff and other aggrieved employees in violation of Cal. Labor Code § 204 and §
25 2751.

26 181. Defendants also misclassified aggrieved employees as "independent contractors"
27 throughout their service. As a result of misclassifying aggrieved employees as purported
28 "independent contractors," Waldorf Astoria lowered their cost of doing business by not paying the

1 employer's share of government-mandated payroll taxes and insurance contributions with respect to
2 any of the funds paid to the misclassified employees. As a legal result of the Defendants'
3 misclassification of the California Subclass Members as independent contractors in violation of
4 California law, the Plaintiffs and the California Subclass Members have suffered, and continue to
5 suffer, substantial losses related to the forfeiture of the employer's share of government-mandated
6 payroll taxes and insurance contributions and the use and enjoyment of employee benefits, including
7 health insurance, paid sick leave and other paid time off, retirement and social security benefits,
8 short-term disability insurance, and workers' compensation benefits. As a legal result of the Waldorf
9 Astoria's misclassification of California aggrieved employees as independent contractors in violation
10 of California law, the Waldorf Astoria has been unjustly enriched by their failure to pay the
11 employer's share of government-mandated payroll taxes and insurance contributions.

12 182. Defendants did not provide workers' compensation benefits to their employees
13 that they willfully misclassified as independent contractors in violation of Cal. Labor Code §§
14 3700.5, 3722(b), 3722(d), and 3722(f). When Plaintiffs and other aggrieved employees were
15 injured on the job, Waldorf Astoria did not seek medical attention for them, did not submit
16 claims to their workers' compensation insurance carrier, and did not pay for the medical
17 expenses or loss of income incurred by Plaintiffs and other aggrieved employees.

18 183. Defendants failed to maintain written commissions records and independent
19 contractor agreements or provide the Plaintiffs and other aggrieved employees with copies of
20 such agreements and bimonthly payments of all wages and commissions earned as required by
21 law. In addition, the Waldorf Astoria invoked the protection of the commissioned salesperson
22 exemption under the applicable Wage Order, notwithstanding the Plaintiffs and other aggrieved
23 employees did not earn at least one and one-half times the minimum wage for every hour worked
24 in every semi-monthly pay period. Waldorf Astoria did not provide adequate written
25 commissions agreements in violation of Cal. Labor Code § 2751 with sufficient specificity to
26 Plaintiffs and other aggrieved employees by, among other failures, failing to set forth with
27 specificity when and how commissions will be paid, giving unfettered discretion to Waldorf
28 Astoria to determine whether sales and services would be approved and whether unstated charges

1 and fees attached. Plaintiffs and other aggrieved employees requested commissions reports on
2 multiple occasions because Waldorf Astoria knowingly and regularly misreported and did not
3 compensate the Plaintiffs and other aggrieved employees for all time worked and all
4 commissions earned. Waldorf Astoria deliberately did not maintain accurate wage records and
5 failed to furnish the same to Plaintiffs and other aggrieved employees in violation of Cal. Labor
6 Code § 204 and § 2751.

7 184. Defendants repeatedly prohibited Plaintiffs and other aggrieved employees from
8 discussing or complaining about workplace conditions that were protected under Cal. Labor Code §
9 232.5, including Waldorf Astoria's practice of failing to provide lawful meal periods and rest breaks
10 and accurate wage statements. Plaintiffs and other aggrieved employees engaged in protected
11 activity, including complaining about workplace conditions through their counsel's March 9, 2023
12 notice pursuant to the Private Attorneys General Act of 2004 (PAGA), Cal. Labor Code § 2698 et
13 seq., to Waldorf Astoria and the LWDA.

14 185. Defendants violated Cal. Labor Code § 232.5(a) when it required, as a condition of
15 employment, that Plaintiffs and other aggrieved employees refrain from disclosing information about
16 Waldorf Astoria's working conditions. Waldorf Astoria violated Cal. Labor Code § 232.5(b) when
17 they circulated emails to the Plaintiffs and other aggrieved employees threatening disciplinary action,
18 including termination, for discussing Waldorf Astoria's working conditions with their coworkers.
19 Waldorf Astoria violated Cal. Labor Code § 232.5(c) when it unlawfully disciplined, terminated,
20 and/or otherwise discriminated against Plaintiffs and other aggrieved employees because, or in part
21 because, Plaintiffs made disclosures regarding their working conditions as detailed in their March 9,
22 2023 PAGA notice. Waldorf Astoria violated Cal. Labor Code §§ 98.6, 97, and 1102.5 by
23 wrongfully terminating, failing to promote, and disciplining aggrieved employees for exercising their
24 rights to disclose and complain about Waldorf Astoria's unlawful employment practices and their
25 working conditions.

26 186. Based on the conduct described in this First Amended Complaint, Plaintiffs are
27 entitled to an award of civil penalties on behalf of themselves, the State of California, and
28 similarly Aggrieved Employees of Defendants. The exact amount of the applicable penalties, in

all, is in an amount to be shown according to proof at trial. These penalties are in addition to all other remedies permitted by law.

187. In addition, Plaintiffs seek an award of reasonable attorney's fees and costs pursuant to California Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs.

TENTH CAUSE OF ACTION

(Against all Defendants for Failure to Provide Paid Sick Leave)

188. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 100 in this Complaint.

189. Plaintiffs properly bring this cause of action on behalf of themselves and similarly situated individuals, as a class action, pursuant to California Code of Civil Procedure § 382.

190. Pursuant to Cal. Labor Code § 233, an employer who provides sick leave for its employees shall permit its employees to use the employee's accrued and available sick leave for diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member. Additionally, an employer shall not deny an employee the right to use sick leave or discharge, threaten to discharge, demote, suspend, or in any manner discriminate against an employee for using, or attempting to exercise the right to use, sick leave to attend to an illness or the preventive care of an employee and/or the employee's family member or a designated person.

191. Cal. Labor Code § 246.5 provides that an employer shall not deny the use of paid sick leave and shall not take adverse action against the employee for taking and/or requesting paid sick leave. Further, there is a rebuttable presumption of unlawful retaliation, under Cal. Labor Code § 246.5, if the denial of the right and/or taking of the adverse action is within thirty (30) days of various actions which apply in this case.

192. Plaintiffs, the Contractor Subclass Members, and the Retaliation Subclass Members attempted to take, requested and/or took Paid Sick leave to care for themselves and/or their children, family members, and designated persons, and in doing so, had protected status under the Labor Code.

1 193. Defendants denied Plaintiffs, the Contractor Subclass Members, and the
2 Retaliation Subclass Members the time off that they requested to care for their disabilities/health
3 issues and/or threatened to discharge, demote, suspend, and discriminated against Plaintiffs, the
4 Contractor Subclass Members, and the Retaliation Subclass Members for using or attempting to
5 use protected time off to care for their disabilities and/or health issues, as described above.

6 194. Defendants denied Plaintiffs, the Contractor Subclass Members, and the
7 Retaliation Subclass Members the time off that they requested to care for their disabilities/health
8 issues and/or threatened to discharge, demote, suspend, and discriminated against Plaintiffs, the
9 Contractor Subclass Members, and the Retaliation Subclass Members for using or attempting to
10 use protected time off to care for their disabilities and/or health issues, as described above.

11 195. Defendants did not permit the Plaintiffs and the Contractor Subclass Members to
12 accrue any paid sick leave, much less at the statutorily mandated rate pursuant to Cal. Labor
13 Code § 233.

14 196. Further, Plaintiffs, the Contractor Subclass Members, and the Retaliation Subclass
15 Members were subjected to a variety of adverse actions for requesting time off for statutorily
16 protected reasons pursuant to Cal. Labor Code § 233 et. seq, including but not limited to, actual
17 and/or constructive discharge, failure to accommodate, failure to engage in a good faith
18 interactive process, interference with and/or denial of Kin Care, Paid Sick Leave, and/or legally
19 protected leave including anticipated and/or future leave, failure to re-hire, failure to reinstate,
20 failure to re-employ, unfair business practices/violations of Cal. Business and Professions Code
21 17200, violations of Cal. Labor Code § 1102.5, discrimination in the terms, conditions and
22 privileges of employment, as well as other adverse actions.

23 197. Not only did Defendants repeatedly and willfully violate California Labor Code §
24 233 et. seq., Defendants also violated Cal. Labor Code § 246.5, by taking adverse action against
25 Plaintiffs and the Retaliation Subclass Members, as set forth above.

26 198. As a direct, foreseeable, and proximate result of Defendants' conduct, as alleged
27 above, Plaintiffs, the Contractor Subclass Members, and the Retaliation Subclass Members have
28 suffered lost income, employment, medical expenses, and career opportunities, and have suffered

1 and continue to suffer other economic loss, the precise amount of which will be proven at trial.

2 199. As a direct, foreseeable and proximate result of Defendants' conduct, as alleged
3 above, Plaintiffs, the Contractor Subclass Members, and the Retaliation Subclass Members have
4 suffered and continue to suffer severe embarrassment, anger, loss of enjoyment of life, pain and
5 suffering, and severe emotional distress.

6 200. The conduct of which Plaintiffs complain in this Complaint, and which is alleged
7 above, was carried out by the Defendants willfully, intentionally, and with oppression, malice
8 and fraud and were carried out with conscious disregard of Plaintiffs' rights, and as such
9 Plaintiffs are entitled to an award of exemplary damages according to proof. The aforementioned
10 conduct on which punitive damages is alleged, as described hereinabove, was done with the
11 advance knowledge by an officer, director and/or agent of Defendants. The aforementioned
12 conduct on which punitive damages is alleged, as described hereinabove, was authorized, ratified
13 and/or committed by an officer, director, and/or agent of Defendants.

14 201. As a direct, foreseeable, and proximate result of Defendants' conduct, as alleged
15 above, Plaintiffs and the Putative Class Members have suffered significant injuries and seek an
16 award of all monetary relief and penalties pursuant to Cal. Labor Code § 248.5.

17 202. Plaintiffs were forced to employ attorneys to prosecute this action and have
18 thereby incurred costs and attorneys' fees. Such attorneys' fees and costs are necessary for the
19 prosecution of this action for which Plaintiffs are entitled to an award of attorneys' fees and costs
20 in an amount according to proof. Further, Plaintiffs seek attorneys' fees pursuant to CCP §
21 1021.5 et. seq.

22 203. Plaintiffs are informed and believe and, on that basis, allege, that Defendants have
23 engaged, continue to engage, and will continue to engage in the foregoing conduct set forth in
24 this Complaint unless they are restrained from so doing. Defendants' conduct has injured
25 Plaintiffs and the Putative Class Members and will continue to cause irreparable injury to
26 Plaintiffs and the Putative Class Members, who have no adequate remedy at law. Relief by
27 damages alone for Defendants continuing conduct would require a multiplicity of suits.
28 Accordingly, Plaintiffs are also entitled to injunctive relief.

204. Plaintiffs seek declaratory and injunctive relief, including public injunctive relief, that Plaintiffs' rights, under Paid Sick Leave law pursuant to the California Labor Code, were violated, that Defendants violated them, as well as other forms of declaratory and injunctive relief. Plaintiffs therefore seek damages, penalties, attorneys' fees, costs, injunctive relief, declaratory relief and any other remedies that Plaintiffs are entitled to under the law pursuant to the claims alleged in this Complaint.

ELEVENTH CAUSE OF ACTION

(Against all Defendants for Willful Misclassification)

205. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 100 in this Complaint.

206. Plaintiffs properly bring this cause of action on behalf of themselves and similarly situated individuals, as a class action, pursuant to California Code of Civil Procedure § 382.

207. During the period when the Plaintiffs and the Putative Class Members worked for Defendants, Plaintiffs and the Putative Class Members were employees, as defined by Cal. Labor Code §§ 218, 2750, and 2753, as well as other California statutes and California common law.

208. The Defendants misclassified Plaintiff Sardarian and the Contractor Subclass Members as purported "independent contractors" throughout Plaintiffs' employment.

209. As a result of misclassifying Plaintiff Sardarian and the Contractor Subclass Members as purported "independent contractors," the Defendants lowered their cost of doing business by avoiding paying the employer's share of government-mandated payroll taxes and insurance contributions with respect to any of the funds paid to Plaintiffs.

210. As a legal result of the Defendants' misclassification of the Contractor Subclass Members as independent contractors in violation of California law, Plaintiff Sardarian and the Contractor Subclass Members have suffered, and continue to suffer, substantial losses related to the forfeiture of the employer's share of government-mandated payroll taxes and insurance contributions and the use and enjoyment of such employee benefits.

211. As a legal result of the Defendants' misclassification of the Contractor Subclass Members as independent contractors in violation of California law, the Defendants have been

1 unjustly enriched by their failure to pay the employer's share of government-mandated payroll
2 taxes and insurance contributions in an amount according to proof at trial. Plaintiffs and the
3 Contractor Subclass Members have been unjustly burdened with paying all applicable taxes
4 themselves, including federal, state, Social Security and Medicare taxes and additional self-
5 employment taxes.

6 212. As set forth above, Plaintiff Sardarian and the Contractor Subclass Members were
7 misclassified as "independent contractors," but were actually employees of Defendants.

8 213. Under Cal. Labor Code § 201, "[i]f an employer discharges an employee, the
9 wages earned and unpaid at the time of discharge are due and payable immediately." Such wages
10 include, but are not limited to, accrued vacation pay under section 227.3.

11 214. Under Cal. Labor Code § 202, "[i]f an employee not having a written contract for
12 a definite period quits his or her employment, his or her wages shall become due and payable not
13 later than 72 hours thereafter, unless the employee has given 72 hours' notice of his or her
14 intention to quit, in which case the employee is entitled to his or her wages at the time of
15 quitting."

16 215. Under Cal. Labor Code § 203, "[i]f an employer willfully fails to pay, without
17 abatement or reduction, . . . any wages of any employee who is discharged or who quits, the
18 wages of the employee shall continue as a penalty from the due date thereof at the same rate until
19 paid or until an action therefore is commenced; but the wages shall not continue for more than 30
20 days"

21 216. Under Cal. Labor Code § 204, "all wages earned by any person in any
22 employment are due and payable twice during each calendar month, on days designated in
23 advance by the employer as the regular paydays." Pursuant to Cal. Labor Code §§ 218.5 and
24 218.6, an action may be brought for nonpayment of wages and fringe benefits.

25 217. On information and belief, Defendants' employment policies provided at all
26 relevant times for its regular employees to receive valuable fringe benefits from Defendants. Due
27 to Defendants' willful misclassification, Plaintiff Sardarian and the Contractor Subclass
28 Members did not receive the benefits to which Defendants' employees are entitled, such as the

1 payment of bonuses, participation in a 401K profit sharing plan, health insurance, dental
2 insurance, prescription drug coverage, group term life insurance, workers' compensation
3 insurance, short- and long-term disability insurance, paid vacations and holidays, paid sick leave,
4 overtime compensation, unemployment insurance, Hilton travel discounts, and other benefits as
5 may be identified in the course of discovery and investigation in this case. Because Plaintiff
6 Sardarian and the Contractor Subclass Members were actually regular employees under
7 California law, they were entitled to all such benefits available to regular employees under
8 Defendants' employment policies. Defendants failed to pay Plaintiff Sardarian and the Contractor
9 Subclass Members all wages and fringe benefits that were due and owing to them within the
10 required time periods set forth by law (see, e.g., Cal. Labor Code §§ 201, 202, and 204), whether
11 during employment or upon separation from employment, including but not limited to, on
12 information and belief:

- 13 • Any amounts that were deducted from paychecks, as variously discussed
14 herein;
- 15 • Accrued vacation pay, which was due and payable as wages to Plaintiff
16 Sardarian and the Contractor Subclass Members upon discharge (see Cal. Labor
17 Code § 227.3);
- 18 • Any other fringe benefits that were provided to Defendants' regular W-2
19 employees, such as, on information and belief, health insurance premiums,
20 short- and long-term disability benefits, Hilton discounts, and retirement plan
21 contributions;
- 22 • All reimbursements which should have been provided by Defendants, as
23 described herein.

24 218. As a result of Defendants' violation of statutory mandates to pay employees for
25 statutory wage requirements, as more fully set forth above, Plaintiff Sardarian and the Contractor
26 Subclass Members were damaged.

27 219. As such, Plaintiff Sardarian and the Contractor Subclass Members seek
28 reimbursement for lost wages, civil penalties, liquidated damages, prejudgment interest, costs of

1 suit and attorneys' fees and costs pursuant to Cal. Labor Code § 2802 and IWC Wage Order 5
2 and all other applicable provisions of law.

3 220. The Defendants failed to classify Plaintiff Sardarian and the Contractor Subclass
4 Members as employees, in violation of California law, and this failure was knowing and
5 intentional.

6 221. The Defendants failed to classify Plaintiff Sardarian as an employee for false and
7 fraudulent reasons. The decision to misclassify Plaintiff Sardarian as an "independent contractor"
8 was made, maintained, and enforced by the Defendants, and was done willfully, maliciously,
9 oppressively, and fraudulently, with the wrongful and deliberate intention of injuring Plaintiff
10 Sardarian and the Contractor Subclass Members. The Defendants willfully failed to pay
11 applicable government-mandated payroll taxes and workers compensation and other insurance
12 contributions and did so with a conscious disregard for the rights of Plaintiff Sardarian, the
13 Contractor Subclass Members, and the taxpayers at large, all of which have deprived Plaintiff
14 Sardarian and the Contractor Subclass Members of their property and legal rights. Therefore, in
15 addition to all other types of relief requested herein, Plaintiff Sardarian and the Contractor
16 Subclass Members are entitled to recover punitive and exemplary damages in amounts according
17 to proof at trial.

18 **TWELFTH CAUSE OF ACTION**

19 **(Against all Defendants for Failure to Provide Workers Compensation Insurance)**

20
21 222. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
22 1 through 100 in this Complaint.

23 223. Plaintiffs properly bring this cause of action on behalf of themselves and similarly
24 situated individuals, as a class action, pursuant to California Code of Civil Procedure § 382.

25 224. Defendants violated Cal. Labor Code §§ 3700.5, 3722(b), 3722(d) and 3722(f) in
26 violation of legal rights as set forth herein by failing to provide workers' compensation benefits
27 to Plaintiff Sardarian and the Contractor Subclass Members.
28

1 225. As a proximate and direct result of Defendants' misclassification, Plaintiff
2 Sardarian and the Contractor Subclass Members have suffered compensable damages, including
3 loss of employment, income, and/or benefits, physical and/or mental injury and harm,
4 reputational damage, back pay, front pay, and reduced future earnings capacity according to
5 proof at trial.

6 **THIRTEENTH CAUSE OF ACTION**

7 **(Against all Defendants for Failure to Maintain Written Commission Agreement**
8 **with Sufficient Specificity)**

9 226. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
10 1 through 100 in this Complaint

11 227. Plaintiffs properly bring this cause of action on behalf of themselves and similarly
12 situated individuals, as a class action, pursuant to California Code of Civil Procedure § 382.

13 228. Under Cal. Labor Code § 2751, whenever an employer enters into a contract of
14 employment with an employee for services to be rendered and the contemplated method of
15 payment of the employee involves commissions, the contract shall be in writing and shall set
16 forth the method by which the commissions shall be computed and paid.

17 229. The employer shall give a signed copy of the contract to every employee who is a
18 party thereto and shall obtain a signed receipt for the contract from each employee. In the case of
19 a contract that expires and where the parties nevertheless continue to work under the terms of the
20 expired contract, the contract terms are presumed to remain in full force and effect until the
21 contract is superseded or employment is terminated by either party.

22 230. Defendants failed to maintain written commissions and independent contractor
23 agreements or provide Plaintiffs and the Putative Class Members copies of such agreements and
24 bimonthly payments of all wages and commissions earned as required by law. In addition, the
25 Defendants invoked the protection of the commissioned salesperson exemption under the IWC
26 Order 5, although the Plaintiffs and the Putative Class Members did not earn at least one and
27 one-half times the minimum wage for every hour worked in every semi-monthly pay period.
28

1 231. Defendants failed to provide the Plaintiffs and the Putative Class Members with an
2 adequate written commissions agreement in violation of Cal. Labor Code § 2751 by, among other
3 failures, failing to set forth with specificity when and how commissions will be paid, giving
4 unfettered discretion to Defendants in terms of whether sales will be approved and unstated
5 charges and fees.

6 232. Further, because it is obvious that this independent contractor agreement is invalid
7 and unlawful, Defendants have violated Labor Code § 432.5, which provides: 'No employer, or
8 agent, manager, superintendent, or officer thereof, shall require any employee or applicant for
9 employment to agree, in writing, to any term or condition which is known by such employer, or
10 agent, manager, superintendent, or officer thereof to be prohibited by law.

11 233. Plaintiffs are entitled to recover their reasonable attorneys' fees and costs in
12 bringing this action.

13 234. These violations are asserted on behalf of the Plaintiffs and the Putative Class
14 Members, and also from one underlying basis for violations of California's Unfair Competition
15 Law ('UCL'), Business & Professions Code §§ 17200, et seq.

16 **FOURTEENTH CAUSE OF ACTION**

17 **(Against all Defendants for Unlawful Retaliation)**

18 235. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
19 1 through 100 in this Complaint.

20 236. Plaintiffs properly bring this cause of action on behalf of themselves and similarly
21 situated individuals, as a class action, pursuant to California Code of Civil Procedure § 382.
22 At all times relevant to Plaintiffs, Cal. Labor Code § 232.5 was in effect and applied to
23 Defendants. Section 232.5 provides in relevant part:

24 No employer may do any of the following:

25 (a) Require, as a condition of employment, that an employee refrain from
26 disclosing information about the employer's working conditions.

27 (b) Require an employee to sign a waiver or other document that purports to deny
28 the employee the right to disclose information about the employer's working conditions.

1 (c) Discharge, formally discipline, or otherwise discriminate against an employee
2 who discloses information about the employer's working conditions.

3 237. Defendants prohibited Plaintiffs from discussing or complaining about workplace
4 conditions that were protected under Cal. Labor Code § 232.5, including Defendants' practice of
5 failing to provide lawful meal periods and rest breaks and accurate wage statements.

6 238. Plaintiffs complained about workplace conditions through their counsel's March 9,
7 2023 notice pursuant to the Private Attorneys General Act of 2004 (PAGA), Cal. Labor Code §
8 2698 et seq., to Defendants and the LWDA. Plaintiffs later filed an amendment to the original
9 PAGA notice on September 1, 2023, which identified and detailed additional Labor Code
10 violations committed by Defendants.

11 239. Defendants violated Cal. Labor Code § 232.5(a) when it required, as a condition of
12 employment, that Plaintiffs refrain from disclosing information about Defendants' working
13 conditions.

14 240. Defendants violated Cal. Labor Code § 232.5(b) when they circulated emails to
15 the Plaintiffs threatening disciplinary action, including termination, for discussing Defendants'
16 working conditions with their coworkers.

17 241. Defendants violated Cal. Labor Code § 232.5(c) when it unlawfully disciplined,
18 terminated, and/or otherwise discriminated against Plaintiffs because, or in part because,
19 Plaintiffs made disclosures regarding their working conditions as detailed in their March 9, 2023
20 PAGA notice and their amendment to the PAGA notice filed on September 1, 2023.

21 242. Defendants violated Cal. Labor Code §§ 98.6, 97, and 1102.5 by threatening,
22 unlawfully intervening with, and wrongfully terminating Plaintiffs and the Putative Class
23 Members for exercising their rights to disclose and complain about Defendants' unlawful
24 employment practices and their working conditions.

25 243. Defendants violated Cal. Labor Code § 96 by taking adverse action against the
26 Plaintiffs, resulting in loss of compensation and monetary damages, for their participation in
27 lawful activities while off-duty and outside of the workplace.
28

244. As an actual and proximate result of the aforementioned violations, Plaintiffs have been harmed in an amount according to proof, but in an amount within the jurisdiction of this Court. Plaintiffs also seek "affirmative relief or "prospective relief as defined by Government Code § 12926(a).

245. Defendants acted in a despicable, oppressive, and malicious manner with the express intent of injuring or damaging Plaintiffs and the Putative Class Members or with conscious disregard of their rights and with the intent to vex, injure, and annoy them, such as to constitute oppression, fraud or malice under California Civil Code § 3294, thereby entitling Plaintiffs and the Punitive Class Members to punitive and exemplary damages against Defendants in a sum appropriate to punish and make an example of Defendants.

246. The acts of oppression, fraud, or malice against Plaintiffs were engaged in by agents and employees of Defendants. Defendants had advance knowledge of the unfitness of employees and/or agents, who acted with malice, oppression, or fraud and employed them with a conscious disregard of the rights or safety of Plaintiffs, and/or authorized or ratified the wrongful conduct, including, but not limited to, subjecting Plaintiff Sardarian and other Putative Class Members to physical intimidation, threats, deprivation of her autonomy and property, fraudulent impersonation, and wrongful termination, for which an award of punitive damages is sought, and/or were personally guilty of oppression, fraud, or malice. The advance knowledge and conscious disregard, authorization, ratification, or act of oppression, fraud, or malice were committed by or on the part of an officer, director, or managing agent of Defendants, thereby entitling Plaintiffs and the Putative Class Members to punitive and exemplary damages against Defendants in accordance with California Civil Code § 3294 in a sum appropriate to punish and make an example of Defendants.

FIFTEENTH CAUSE OF ACTION

(Against all Defendants for Failure to Provide Fringe Benefits)

247. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 100 in this Complaint.

1 248. Plaintiffs properly bring this cause of action on behalf of themselves and similarly
2 situated individuals, as a class action, pursuant to California Code of Civil Procedure § 382.

3 249. At all times that the Plaintiff Sardarian and the Contractor Subclass Members
4 worked for Defendants as misclassified independent contractors, they were not paid an hourly
5 wage and did not receive any benefits conferred to the Defendants' regular employees.

6 250. Defendants never made available and/ or paid to the Plaintiff Sardarian and the
7 Contractor Subclass Members any of the benefits that it made available and/or paid to its other
8 employees, including but not limited to, paid vacations and holidays, paid sick leave, bonuses,
9 401K retirement plan and profit-sharing, health insurance, dental insurance, prescription
10 coverage, worker's compensation coverage, group term life insurance, long-term disability
11 insurance, Hilton travel discounts, and unemployment insurance.

12 251. By failing to make available and/ or pay to the Plaintiff Sardarian and the
13 Contractor Subclass Members the aforesaid benefits that Defendants made available and/or paid
14 to its other employees, and for which benefits the Plaintiff Sardarian and the Contractor Subclass
15 Members were eligible and entitled to receive had they been properly classified by Defendants as
16 its employees, Defendants failed to pay wages as fringe benefits to the Plaintiff Sardarian and the
17 Contractor Subclass Members in violation of Cal. Labor Code 218.5 and 218.6. As a direct and
18 proximate result of Defendants' nonpayment of wages, the Plaintiff Sardarian and the Contractor
19 Subclass Members have suffered and incurred, and continues to suffer and incur, damages.

20 **SIXTEENTH CAUSE OF ACTION**

21 **(Against all Defendants for Making and/or Authorizing Illegal Deductions)**

22 252. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
23 1 through 100 in this Complaint.

24 253. Plaintiffs properly bring this cause of action on behalf of themselves and similarly
25 situated individuals, as a class action, pursuant to California Code of Civil Procedure § 382.

26 254. Pursuant to Cal. Labor Code § 221, it is unlawful for any employer to collect or
27 deduct monies from an employee's wages. The only exceptions to Cal. Labor Code § 221 are
28 found in Cal. Labor Code § 224 which states that deductions may be made when the employer is

1 required or empowered to do so by state or federal law or when a deduction is expressly
2 authorized in writing by the employee for purposes specified in Cal. Labor Code § 224.

3 255. In violation of Cal. Labor Code § 221, Defendants deducted the following
4 deductions (or authorized the following deductions) from the wages earned of the Plaintiffs and
5 the Putative Class Members while working for Defendants: unauthorized payments to other
6 employees of Defendants; discounts, promo-ed, and comped services to Hotel clients; and
7 undisclosed fees on tips.

8 256. Said deductions were not authorized under Cal. Labor Code § 224. Moreover,
9 Plaintiffs and the Putative Class Members never agreed in writing to such deductions and such
10 deductions are not one of the items that an employee may authorize be deducted from their
11 earned wages.

12 257. Said illegal deductions have been occurring on a continuous basis throughout the
13 Plaintiffs' and the Putative Class Members' employment with Defendants. Defendants failed to
14 post required labor law notices pursuant to California law which the Legislature and/or Industrial
15 Wage Commission determined were necessary to reasonably place California employees on
16 notice of their rights as employees under California law. Defendants' failure to post the required
17 notices was done for the purpose of keeping its employees (including the Plaintiffs and the
18 Putative Class Members) uninformed of their right to be classified as employees thereby
19 protecting them from having deductions taken from their wages unless authorized by law.
20 Furthermore, Defendants did not provide accurate and itemized wage statements and commission
21 reports to the Plaintiffs and the Putative Class Members which would have disclosed the illegal
22 deductions. Consequently, the Plaintiffs and the Putative Class Members did not discover (and
23 could not have reasonably discovered) that Defendants had misclassified them as independent
24 contractors and/or had wrongfully made deductions to their wages in violation of California law.

25 258. There were no statutorily recognized exemptions, waivers or other legally
26 recognized exceptions which permitted Defendants to make (or authorize) the deductions from
27 the Plaintiffs' and the Putative Class Members' wages as set forth above. Therefore, Defendants
28 were without legal justification or excuse from making and/or authorizing said deductions.

1 259. All Defendants caused Cal. Labor Code § 221 and/or the IWC Wage Order 5 to be
2 violated by establishing and/or implementing employee misclassification policies and/or
3 practices as well as wage deduction policies that violated Cal. Labor Code § 221 and/or the IWC
4 Wage Order 5. Therefore, pursuant to Cal. Labor Code § 558.1, all Defendants are liable for such
5 violations.

6 260. As a direct and proximate result of Defendants' illegal misconduct in willfully
7 taking and/or authorizing deductions from Plaintiffs' and the Putative Class Members' wages,
8 Plaintiffs and the Putative Class Members are entitled to recover all the monies that were
9 illegally deducted from their wages as set forth above.

10 261. Therefore, Plaintiffs and the Putative Class Members are entitled to recover the
11 other damages, penalties, awards and remedies set forth below in the Prayer for Relief.

12 **SEVENTEENTH CAUSE OF ACTION**

13 **(Against all Defendants for Unlawful Tip Sharing)**

14 262. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
15 1 through 100 in this Complaint.

16 263. Plaintiffs properly bring this cause of action on behalf of themselves and similarly
17 situated individuals, as a class action, pursuant to California Code of Civil Procedure § 382.

18 264. At all times herein set forth, California Labor Code § 351 provided that no
19 employer or agent shall collect, take, or receive any gratuity or a part thereof that is paid, given
20 to, or left for an employee by a patron, or deduct any amount from wages due an employee on
21 account of a gratuity, or require an employee to credit the amount, or any part thereof, of a
22 gratuity against and as a part of the wages due the employee from the employer. Every gratuity is
23 declared to be the sole property of the employee or employees to whom it was paid, given, or left
24 for. An employer that permits patrons to pay gratuities by credit card shall pay the employees the
25 full amount of the gratuity that the portion indicated on the credit card slip, without any
26 deductions for any credit card payment processing fees or costs that may be charged to the
27 employer by the credit card company. Payment of gratuities made by patrons using credit cards
28

1 shall be made to the employees not later than the next regular payday following the date the
2 patron authorized the credit card payment.

3 265. During the relevant time period, Defendants collected, took, or received gratuity
4 payments given to Plaintiffs and the Putative Class Members without crediting the full amount to
5 the Plaintiffs and the Putative Class Members. Further, Defendants failed to make gratuity
6 payments made by patrons using credit cards payable to the Plaintiffs and the Putative Class
7 Members by the next regular payday following the date the patron authorized the credit card
8 payments.

9 266. Defendants led patrons to believe that all tips and gratuities they paid for Spa and
10 Salon services rendered by the Plaintiffs and the Putative Class Members would be transferred to
11 the Plaintiffs and the Putative Class Members in full. In actuality, the Defendants unlawfully
12 retained and/or deducted a portion of the tips and gratuities paid to the Plaintiffs and the Putative
13 Class Members without the Spa and Salon patrons' knowledge.

14 267. Defendants' conduct violated and continues to violate Cal. Labor Code § 351.

15 268. Pursuant to the civil penalties provided for in Cal. Labor Code § 2699(f) and (g),
16 the State of California, Plaintiff and other Aggrieved Employees are entitled to recover civil
17 penalties of one hundred dollars (\$ 100.00) for each Aggrieved Employee per pay period for the
18 initial violation and two hundred dollars (\$ 200.00) for each Aggrieved Employee per pay period
19 for each subsequent violation, plus costs and attorneys' fees for violation of Cal. Labor Code §
20 351.

21 **EIGHTEENTH CAUSE OF ACTION**

22 **(Against all Defendants for Failure to Produce Payroll Records Upon Request)**

23 269. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
24 1 through 100 in this Complaint.

25 270. Plaintiffs properly bring this cause of action on behalf of themselves and similarly
26 situated individuals, as a class action, pursuant to California Code of Civil Procedure § 382.

27 271. Plaintiffs and the Putative Class Members have made repeated requests for
28 production of their payroll records to Defendants throughout the statutorily relevant period.

1 Despite making these requests to Defendants, Defendants failed to timely produce the Plaintiffs’
2 and Putative Class Members’ payroll records in violation of Cal. Labor Code § 226(b)(c) & (f).

3 272. Plaintiffs and the Putative Class Members’ are entitled to recover from Defendants
4 or each of them the penalties and attorneys’ fees as well as an order of injunctive relief arising
5 from their request.

6 **NINETEENTH CAUSE OF ACTION**

7 **(Against all Defendants for Unjust Enrichment/Restitution)**

8 273. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
9 1 through 100 in this Complaint.

10 274. Plaintiffs properly bring this cause of action on behalf of themselves and similarly
11 situated individuals, as a class action, pursuant to California Code of Civil Procedure § 382.

12 275. Under California common law, a claim for unjust enrichment requires only that a
13 plaintiff prove that they conferred a benefit upon the opposing party and that the retention of that
14 benefit would be unjust. Plaintiffs and Class Members conferred a benefit upon Defendants,
15 insofar as they paid the Defendants’ portion of FICA taxes on their income, worked (including
16 overtime 11 hours) without compensation, and forfeited health insurance, short-term disability
17 insurance, and other benefits that Defendants owed to them. This improved Defendants’ bottom
18 line and profitability to the direct detriment of the Plaintiffs and Class Members.

19 276. As a direct and proximate result of Defendants’ wrongful and willful nonpayment
20 of overtime and minimum wage, withholding of FICA and Federal Unemployment
21 Compensation Act (“FUCA”) tax contributions, and refusal to furnish the Plaintiffs and Class
22 Members with all benefits and insurance owed under state and federal law, the Plaintiffs and
23 Class Members sustained damages in an amount according to proof at trial.

24 277. Defendants’ withholding of proper compensation from employees and willful
25 evasion of legal obligations to pay income taxes and offer employee benefits was done with
26 malice and in conscious disregard of the Plaintiffs and Class Members’ rights with the intent to
27 cause injury.

278. Plaintiffs and other Class Members have experienced considerable economic hardship from medical costs, permanent disability, deferred medical treatment, and avoidable health conditions as a direct and proximate result of Defendants' intentional and despicable misconduct.

PRAYER FOR RELIEF

Class Certification

2. That Plaintiff be appointed as the representative of the Class; and

As to the First Cause of Action

5. For general unpaid wages as may be appropriate;

7. For liquidated damages:

1 9. For such other and further relief as the Court may deem equitable and appropriate.

2 As to the Second Cause of Action

3 10. That the Court declare, adjudge and decree that Defendants violated California
4 Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all
5 overtime wages due;

6 11. For general unpaid wages at overtime wage rates as may be appropriate;

7 12. For pre-judgment interest on any unpaid overtime compensation commencing
8 from the date such amounts were due;

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

11 14. For such other and further relief as the Court may deem equitable and appropriate.

12 As to the Third Cause of Action

13 15. That the Court declare, adjudge and decree that Defendants violated California
14 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

15 16. For unpaid meal period premium wages as may be appropriate;

16 17. For pre-judgment interest on any unpaid compensation commencing from the date
17 such amounts were due;

18 18. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,
19 and for costs of suit incurred herein; and

20 19. For such other and further relief as the Court may deem equitable and appropriate.

21 As to the Fourth Cause of Action

22 20. That the Court declare, adjudge and decree that Defendants violated California
23 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

24 21. For unpaid rest period premium wages as may be appropriate;

25 22. For pre-judgment interest on any unpaid compensation commencing from the date
26 such amounts were due;

27 23. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,
28 and for costs of suit incurred herein; and

24. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth Cause of Action

25. That the Court declare, adjudge and decree that Defendants violated Labor Code § 2802 and the IWC Wage Orders;

26. For general unpaid wages and reimbursement of business expenses as may be appropriate;

27. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

28. For reasonable attorneys' fees and for costs of suit incurred herein; and

29. For such other and further relief as the Court may deem equitable and appropriate.

As to the Sixth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment;

31. For statutory wage penalties pursuant to California Labor Code § 203 for former employees who have left Defendants' employ;

32. For pre-judgment interest on any unpaid wages from the date such amounts were due;

33. For reasonable attorneys' fees and for costs of suit incurred herein; and

34. For such other and further relief as the Court may deem equitable and appropriate.

As to the Seventh Cause of Action

35. 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, and willfully failed to provide accurate itemized wage statements thereto;

36. For penalties and actual damages pursuant to California Labor Code § 226(e);

37. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code § 226(h);

38. For reasonable attorneys' fees and for costs of suit incurred herein; and

39. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eighth Cause of Action

40. That the Court declare, adjudge and decree that Defendants violated California Business & Professions Code §§ 17200, *et seq.* by failing to pay wages for all hours worked (including minimum and overtime wages), failing to provide meal periods, failing to maintain accurate records of meal periods, failing to authorize and permit rest periods, and failing to maintain accurate records of all hours worked and meal periods, failing to furnish accurate wage statements, and failing to indemnify necessary business expenses;

41. For restitution of unpaid wages to Plaintiff and all Class Members and prejudgment interest from the day such amounts were due and payable;

42. 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.*;

43. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure § 1021.5;

44. For injunctive relief to ensure compliance with this section, pursuant to California Business & Professions Code §§ 17200, *et seq.*; and,

45. For such other and further relief as the Court may deem equitable and appropriate.

As to the Ninth Cause of Action

46. That the Court declare, adjudge and decree that Defendants violated the California Labor Code by failing to pay minimum wages, failure to pay overtime wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to maintain accurate records of hours worked and meal periods, failure to timely pay all wages to terminated employees, failure to indemnify necessary business expenses, and failure to furnish accurate wage statements;

47. For all civil penalties pursuant to California Labor Code § 2699, *et seq.*, and all other applicable Labor Code provisions;

48. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code § 2699;

49. For such other and further relief as the Court may deem equitable and appropriate.

As to the Tenth through Eighteenth Causes of Action

50. Award to the Plaintiffs and the Putative Members damages for the amount of unpaid overtime, reporting time, premium pay, and straight time in addition to interest subject to proof;

51. Award to the Plaintiffs and the Putative Class Members liquidated damages in an amount equal to the wages, tips, and gratuities unlawfully unpaid and withheld and interest thereon, in accordance with Labor Code Section 1194.2;

52. 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.;

53. Award to the Plaintiffs and the Putative Class Members pre- and post-judgment interest on all monetary relief prayed for above, as may be permitted by law;

54. Award to the Plaintiffs and the Putative Class Members reasonable attorneys' fees pursuant to §§ 226(e), 1194 and 2699, et seq., of the California Labor Code and any other applicable Labor Code provision and/or pursuant to Cal. Code of Civ. Procedure § 1021.5;

55. Award to the Plaintiffs and the Putative Class Members actual, consequential, and incidental losses and damages, according to proof;

56. Award to the Plaintiffs and all Class Members damages measured by the amount of benefits improperly withheld from them, plus interest as provided by law, together with attorneys' fees and costs as provided by law;

57. Award restitution to the Plaintiffs and the Putative Class Members for the unjust enrichment of Defendants and disgorgement of ill-gotten gains received by Defendants;

58. Award of punitive damages to the Plaintiffs and the Putative Class Members pursuant to Cal. Civil Code § 3294 to punish and make an example of Defendants for their willful and malicious misconduct in depriving the Plaintiffs and the Putative Class Members of their legal rights and entitlements and knowingly exposing them to dangerous and hazardous working conditions; and

1 59. Issue a declaratory judgment that the practices complained of herein are unlawful
2 under the California Labor Code and/or the UCL; Issue a declaratory judgment that Plaintiffs'
3 rights under the Paid Sick Leave law pursuant to the California Labor Code were violated, that
4 Defendants violated them, as well as award other forms of declaratory and injunctive relief; and

5 60. Provide all such other relief as this Court shall deem just and proper.

6 As to all Causes of Action

7 61. For any additional relief that the Court deems just and proper.

8
9 Dated:

Respectfully submitted,

10 **MOON LAW GROUP, PC**

11 By:  _____

12 Kane Moon
13 Daniel J. Park
14 Attorneys for Plaintiff

15 **DEMAND FOR JURY TRIAL**

16 Plaintiff demands a trial by jury as to all causes of action triable by jury.

17
18 Dated:

MOON LAW GROUP, PC

19 By:  _____

20 Kane Moon
21 Daniel J. Park
22 Attorneys for Plaintiff

Exhibit D

MOON LAW GROUP, PC

ATTORNEYS AT LAW
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Kane Moon, Esq.
Kmoon@moonlawgroup.com

September 30, 2026

VIA ONLINE SUBMISSION

Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

VIA CERTIFIED MAIL

Waldorf Astoria Employer, LLC
7930 Jones Branch Drive
McLean, VA 22102

VIA CERTIFIED MAIL

Waldorf Astoria Management, LLC
7930 Jones Branch Drive
McLean, VA 22102

Amended Notice of Labor Code Violations and PAGA Penalties

Re: ***Harmony Blossom v. Waldorf Astoria Employer, LLC, and Waldorf Astoria Management, LLC***

To Whom It May Concern:

On November 7, 2023 our office filed a notice on behalf of Harmony Blossom ("Plaintiff Blossom") of intent to pursue a Labor Code Private Attorney General Act (PAGA) representative action (Cal. Lab. Code §§ 2699, *et seq.*) against her former employer, Waldorf Astoria Employer, LLC, and Waldorf Astoria Management, LLC (collectively referred herein as "Defendant" or "Waldorf Astoria"). The November 7, 2023 notice letter is included as an enclosure to this letter as Exhibit "1." The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff Blossom and all of Defendant's aggrieved employees and to add claims of an additional named Plaintiff, Amy Singh ("Plaintiff Singh").

On March 9, 2023, the Law Offices of Daniel Feder filed a PAGA Notice pursuant to Labor Code § 2699 to the Labor & Workforce Development Agency (LWDA) on behalf of their client,

Laurie Bolos (“Plaintiff Bolos”), and other aggrieved employees for wage and hour claims against Defendant Waldorf=Astoria Management LLC.¹

On August 28, 2023, Plaintiff Bolos’ counsel filed an amended PAGA Notice substituting Plaintiff Bolos with Plaintiff Amy Singh and providing further elaboration of their allegations pursuant to PAGA. As background context, Plaintiff Bolos filed a class action lawsuit in the U.S. District Court of Hawai’i on February 21, 2023, and subsequently, amended her complaint to add 47 additional named plaintiffs on May 19, 2023, including California Plaintiff Amy Singh (“Plaintiff Singh”).² The amended PAGA Notice is included as an enclosure as Exhibit “2.”

Defendant willfully misclassified aggrieved employees as independent contractors to avoid paying them all wages owed (including reporting time pay, straight time hours, worked minimum wage, and applicable overtime), providing them with meal and rest periods and/or wages in lieu thereof, contributing to their social security/retirement benefits, providing paid sick leave and other paid time off and workers’ compensation, temporary disability, and health insurance, and paying the employer’s share of required payroll taxes and insurance contributions. Moreover, Defendant willfully withheld wages owed and failed to provide the aggrieved employees with commissions agreements or accurate wage statements as required by California law. Furthermore, Defendant retaliated against aggrieved employees for discussing and complaining about unlawful employment practices.

Plaintiff Blossom wishes to pursue a PAGA representative action on behalf of Plaintiff Blossom as an aggrieved employee, on behalf of the State of California, and on behalf of all other current and former aggrieved employees who worked for Defendant in California as an hourly paid, non-exempt employee at any time within the applicable statutory period. In addition to the wage and hour claims alleged by Plaintiff Blossom on behalf of hourly paid, non-exempt employees, Plaintiff Singh wishes to pursue a PAGA representative action on behalf of other current and former aggrieved employees hired as “independent contractors,” but were willfully misclassified by Defendant as independent contractors to avoid paying them all wages owed (including reporting time pay, straight time hours, worked minimum wage, and applicable overtime), providing them with meal and rest periods and/or wages in lieu thereof, contributing to their social security/retirement benefits, and providing paid sick leave and other paid time off and workers’ compensation, temporary disability, and health insurance, and paying the employer’s

¹ “Waldorf Astoria,” where referenced throughout herein, is inclusive of its agents, joint-employers, directors, officers, shareholders, subsidiaries, parent companies, and affiliated entities, and any person or entity with the actual or perceived power and authority to act on behalf of Waldorf Astoria. Therefore, all allegations asserted against Waldorf Astoria within this Amended PAGA Notice are also asserted against these foregoing entities.

² *Bolos et al. v. Grand Wailea A Waldorf Astoria Resort, et al.*, Civ. No. 23-00104 JMS-KJM

share of required payroll taxes and insurance contributions (collectively, hereafter, the “Aggrieved Employees”). Plaintiff Singh also wishes to pursue a PAGA representative action on behalf of Plaintiff Singla and other current and former employees who had their wages owed withheld, were not provided commissions agreements or accurate wage statements as required by California law, and were retaliated against for discussing and complaining about unlawful employment practices.

Plaintiff Blossom, Plaintiff Singh and the Aggrieved Employees of Defendant suffered the Labor Code violations described below.³

Factual Background Regarding Plaintiff Blossom's Employment with Defendant

Defendant owns and operates an industry, business, and establishment within the State of California, including Los Angeles County. As such, Defendant is subject to the California Labor Code and the Wage Orders issued by the Industrial Welfare Commission (“IWC”).

Plaintiff Blossom worked for Defendant as a server from approximately July 2017 to the present, primarily in Los Angeles County. Defendant classified Plaintiff Blossom as non-exempt from overtime. During the time period that Plaintiff Blossom was employed by Defendant, Plaintiff Blossom typically worked 5 to 6 days per week, and in excess of 8 hours each workday.

Throughout Plaintiff Blossom's employment, Defendant committed numerous Labor Code violations under state law. As discussed below, Plaintiff Blossom's experience working for Defendant was typical and illustrative.

Failure to Pay for All Hours Worked, Including Overtime

Under California law, an employer must pay for all hours worked by an employee. “Hours worked” is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

³ As part of a proposed global settlement with Defendant of all of the claims alleged by Plaintiff Blossom and Plaintiff Singh in their respective cases, the Parties agreed to consolidate the claims and cases with Plaintiff Blossom's case serving as the lead case. This amended notice intends to consolidate all of the claims asserted in the two separate cases.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

Throughout the statutory period, Defendants maintained a policy and practice of not paying Plaintiff Blossom and the Aggrieved Employees for all hours worked, including all overtime wages. Plaintiff Blossom and the Aggrieved Employees were required to work “off the clock” and uncompensated. For example, Plaintiff Blossom and the Aggrieved Employees were required to wait in line in order to clock into work and when returning from meal breaks, off the clock and uncompensated. Also, Plaintiff Blossom and the Aggrieved Employees were required to show their identification to security in order to be allowed to drive inside the premises, and had to wait in line in order to go through this security, leading to off the clock work, uncompensated. Also, Plaintiff Blossom and the Aggrieved Employees received text messages and emails from management during meal breaks, off the clock and uncompensated.

Plaintiff Singh also alleges that for at least four (4) years prior to the filing of the original PAGA Complaint, Waldorf Astoria had a consistent policy of not compensating its misclassified independent contractors and non-exempt employees, including the aggrieved employees, for wages owed (including for reporting time pay, straight time hours, worked minimum wage, and applicable overtime), for work-related expenses incurred (including uniforms and cell phones), and for work performed, including for attendance at various events and trainings at which the employees were suffered or permitted to work subject to the control of Waldorf Astoria. In addition, aggrieved employees were required by Waldorf Astoria to arrive to the workplace at least thirty minutes prior to their scheduled shifts and often were required to stay after their scheduled shifts to clean and set up treatment rooms. Aggrieved employees were not compensated for this time worked. Aggrieved employees were also not compensated when on-call and under the control of Waldorf Astoria, nor compensated with reporting time pay when they were sent home early and prevented from working the full duration of their shifts.

As a result, Defendant is liable to Plaintiffs Blossom and Singh and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including overtime. Plaintiff Singh further alleges Defendant violated Cal. Labor Code §§ 204, 210, and 510 in violation of Plaintiff Singh's and other aggrieved employees' legal rights as set forth herein for failing to pay wages due and when due. Defendant failed to pay minimum wage "for all hours worked" and failed to pay for work-related expenses in violation of Cal. Labor Code §§ 204, 206, 206.5, 216, 218.5, 218.6, 226.3, 226.6, 229, 510, 558, 1174, 1174.5, 1175, 1182.11, 1182.12, 1185, 1194, 1194.2, 1195,

1197, 1197.1, 1199 and 2802 and IWC Wage Order 5. As a result of violations of Labor Code §§ 204, 510, and other Labor Code Section violations cited herein, Defendant is liable for civil penalties pursuant to California Labor Code §§ 210, 558.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Defendant wrongfully failed to provide Plaintiff Blossom and the Aggrieved Employees with legally compliant meal periods. Defendant regularly required Plaintiff Blossom and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of work, or without compensating Plaintiff Blossom and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Defendant did not adequately inform Plaintiff Blossom and the Aggrieved Employees of their right to take a meal period by the end of the fifth hour of work, or, for shifts greater than 10 hours, by the end of the tenth hour of work. Moreover, Defendant did not have adequate written policies or practices providing meal periods for Plaintiff Blossom and the Aggrieved Employees, nor did Defendant have adequate policies or practices regarding the timing of meal periods. Defendant also did not have adequate policies or practices to verify whether Plaintiff Blossom and the Aggrieved Employees were taking their required meal periods. Accordingly, Defendant's policy and practice was to not provide meal periods to Plaintiff Blossom and the Aggrieved Employees in compliance with California law.

Plaintiff Blossom and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendant, however, regularly failed to pay Plaintiff Blossom and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

Plaintiff Singh alleges Defendant regularly required Plaintiff Singh and other aggrieved employees to work for periods of more than five hours without providing an uninterrupted meal period of not less than 30 minutes and frequently required Plaintiff Singh and other aggrieved employees to work more than nine hours in one day without providing a second 30 minute meal

period, and did not pay Plaintiff Singh and other aggrieved employees one hour of pay for each work day that such a meal period was not provided. Waldorf Astoria regularly failed to provide Plaintiff Singh and other aggrieved employees with a 30-minute meal break before the end of their fifth hour of work. Waldorf Astoria regularly failed to provide Plaintiff Singh and other aggrieved Employees with a ten-minute rest break for every four hours worked in violation of Cal. Labor Code, §§ 226.7, 512. Waldorf Astoria required employees to clock in and out of their timekeeping system to make it appear as though they were receiving their rest breaks and meal periods as required by law, but in actuality, Waldorf Astoria did not relieve Plaintiff Singh and other aggrieved employees of their job duties, including requiring them to set up and clean the treatment rooms between clients during their “breaks.” As a result, Defendant is liable to Plaintiffs Blossom and Singh and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of 10 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee’s work time is 6 hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California’s rest break laws.

Defendant, however, wrongfully failed to authorize and permit Plaintiff Blossom and the Aggrieved Employees to take timely and duty-free rest periods. Defendant regularly required Plaintiff Blossom and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendant authorizing and permitting them to take a 10 minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff Blossom and the Aggrieved Employees for rest periods that were not authorized or permitted. Defendant did not adequately inform Plaintiff Blossom and the Aggrieved Employees of their right to take a rest period. Moreover, Defendant did not have adequate policies or practices permitting or authorizing rest periods for Plaintiff Blossom and the Aggrieved Employees, nor did Defendant have adequate policies or practices regarding the timing of rest periods. Defendant also did not have adequate policies or practices to verify whether Plaintiff Blossom and the Aggrieved Employees were taking their required rest periods. Further, Defendant did not maintain accurate records of employee work periods, and therefore Defendant cannot demonstrate that Plaintiff Blossom and the Aggrieved Employees took rest periods during the middle of each work period. Accordingly, Defendant’s policy and practice was for Plaintiff Blossom and the Aggrieved Employees to work through rest periods and to not authorize or permit them to take any rest periods.

Plaintiff Blossom and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendant, however, regularly failed to pay Plaintiff Blossom and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendant are liable to Plaintiffs Blossom and Singhand the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Willful Misclassification

Waldorf Astoria improperly misclassified aggrieved employees as independent contractors to escape liability from overtime laws and other laws governing non-exempt employment. Aggrieved employees primarily performed non-exempt job duties as employees but were nevertheless willfully misclassified by Waldorf Astoria as independent contractors. Aggrieved employees regularly worked in excess of eight (8) hours in a workday and more than forty (40) hours in a workweek. Nevertheless, Waldorf Astoria never provided the aggrieved employees with overtime compensation and other benefits for the overtime hours worked as required by law due to Waldorf Astoria improper treatment of the aggrieved employees as “independent contractors.”

During the period when Plaintiff Singh and other aggrieved employees worked for Waldorf Astoria, Plaintiff and other aggrieved employees were employees, as defined by Cal. Labor Code §§ 218 and 2750, as well as other California statutes and California common law. Waldorf Astoria misclassified aggrieved employees as "independent contractors" throughout their service. As a result of misclassifying aggrieved employees as purported "independent contractors," Waldorf Astoria lowered their cost of doing business by not paying the employer's share of government-mandated payroll taxes and insurance contributions with respect to the funds paid to the misclassified employees. As a result of Defendant's misclassification, aggrieved employees have suffered, and continue to suffer, substantial losses related to the forfeiture of the employer's share of government-mandated payroll taxes and insurance contributions and the use and enjoyment of employee benefits, including health insurance, paid sick leave and other paid time off, retirement and social security benefits, short-term disability insurance, and workers' compensation benefits. As a result of Waldorf Astoria's misclassification of California aggrieved employees as independent contractors in violation of California law, Waldorf Astoria has been unjustly enriched and, in addition to other damages, is liable for civil penalties pursuant to California Labor Code § 1199.

Failure to Provide Workers' Compensation Benefits

Waldorf Astoria did not provide workers' compensation benefits to their employees that they willfully misclassified as independent contractors in violation of Cal. Labor Code §§ 3700.5, 3722(b), 3722(d), and 3722(f). When such aggrieved employees were injured on the job, Waldorf Astoria did not seek medical attention for them, did not submit claims to their workers' compensation insurance carrier, and did not pay for the medical expenses or loss of income incurred by such aggrieved employees.

Failure to Maintain Written Commissions Agreements with Sufficient Specificity

Waldorf Astoria failed to maintain written commissions records and independent contractor agreements or provide aggrieved employees with copies of such agreements and bimonthly payments of all wages and commissions earned as required by law, including but not limited to Labor Code § 204. In addition, the Waldorf Astoria invoked the protection of the commissioned salesperson exemption under the applicable Wage Order, notwithstanding the fact that Plaintiff Singh and other aggrieved employees did not earn at least one and one-half times the minimum wage for every hour worked in every semi-monthly pay period. Waldorf Astoria did not provide adequate written commissions agreements in violation of Cal. Labor Code § 2751 with sufficient specificity to Plaintiff Singh and other aggrieved employees by, among other failures, failing to set forth with specificity when and how commissions will be paid, giving unfettered discretion to Waldorf Astoria to determine whether sales and services would be approved and whether unstated charges and fees attached. Plaintiff Singh and other aggrieved employees requested commissions reports on multiple occasions because Waldorf Astoria knowingly and regularly misreported and did not compensate the Plaintiff Singh and other aggrieved employees for all time worked and all commissions earned. Waldorf Astoria deliberately did not maintain accurate wage records and failed to furnish the same to Plaintiff Singh and other aggrieved employees in violation of Cal. Labor Code § 204 and § 2751.

Retaliation for Whistle-blowing and Protected Activity

Waldorf Astoria repeatedly prohibited aggrieved employees from discussing or complaining about workplace conditions that were protected under Cal. Labor Code § 232.5, including Waldorf Astoria's practice of failing to provide lawful meal periods and rest breaks and accurate wage statements. Aggrieved employees engaged in protected activity, including complaining about workplace conditions through their counsel's March 9, 2023 notice pursuant to the Private Attorneys General Act of 2004 (PAGA), Cal. Labor Code § 2698 et seq., to Waldorf Astoria and the LWDA.

Waldorf Astoria violated Cal. Labor Code § 232.5(a) when it required, as a condition of employment, that aggrieved employees refrain from disclosing information about Waldorf Astoria's working conditions. Waldorf Astoria violated Cal. Labor Code § 232.5(b) when it circulated emails to aggrieved employees threatening disciplinary action, including termination, for discussing working

conditions with their coworkers. Waldorf Astoria violated Cal. Labor Code § 232.5(c) when it unlawfully disciplined, terminated, and/or otherwise discriminated against aggrieved employees because, or in part because, they made disclosures regarding their working conditions as detailed in their March 9, 2023 PAGA notice. Waldorf Astoria violated Cal. Labor Code §§ 98.6, 97, and 1102.5 by wrongfully terminating, failing to promote, and disciplining aggrieved employees for exercising their rights to disclose and complain about unlawful employment practices and their working conditions.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Plaintiffs Blossom and Singhseek penalties under Labor Code § 1174(d). Pursuant to Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendant, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiffs and the Aggrieved Employees.

Defendant's failure to provide and maintain records required by the Labor Code IWC Wage Orders deprived Plaintiffs and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendant's records. Therefore, Plaintiffs and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendant. As a direct result, Plaintiffs and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendant to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendant's knowing failure to comply with the Labor Code and applicable IWC Wage Orders, Plaintiffs and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

As a result, Defendant is liable to Plaintiffs and the Aggrieved Employees for the civil penalties provided for in Labor Code § 1174.5 for failing to maintain accurate records of hours worked and meal periods.

Failure to Reimburse and Indemnify Expenses

California Labor Code § 2802 requires employers to reimburse employees for their necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of the employer.

Throughout the statutory period, Defendants wrongfully required Plaintiff Blossom and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendants without reimbursement, such as the purchase of specific types of dress pants, specific types of shoes, gloves, aprons, plastic face shields, masks, parking fees, and the use of personal cellular telephones for work purposes.

Failure to Pay All Accrued Vacation Wages at Termination

Labor Code § 227.3 requires employers to pay employees for all unused vested vacation time at their final rate of pay upon termination of their employment.

During the statutory period, Defendant maintained a policy and practice of failing to pay Plaintiff Blossom and the Aggrieved Employees the correct amount of vacation pay owed at the termination of employment. For instance, when Plaintiff Blossom's employment with Defendant terminated, he was owed vacation wages at his true final wage rate on his final pay check from Defendant even though he had accrued unused vacation time. On information and belief, Defendant's failure to pay Plaintiff Blossom the correct amount of vacation pay was not a single, isolated incident, but was instead part of Defendant's policy and practice that applied to the Aggrieved Employees.

As a result, Defendant is liable to Plaintiff Blossom and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to pay all accrued vacation wages at termination.

Failure to Timely Pay All Wages at Termination

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 seventy-two (72) hours thereafter, unless the employee has given seventy-two (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.

Within the applicable statute of limitations, the employment of many other Aggrieved Employees ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendant failed, and continues to fail to pay terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor

Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendant's employ. These unpaid wages include wages for unpaid work time (including minimum and straight time wages), missed meal periods, and missed rest periods. Plaintiff Singh also alleges that, upon separation from employment, aggrieved employees were not paid premium pay for missed meal and rest breaks, all commissions and straight time and overtime wages owed, or reporting time pay for on-call shifts in which employees were under the control of Waldorf Astoria or were called into work and sent home without working the full duration of their scheduled shifts.

Defendant's conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Plaintiffs Blossom and Singh and the Aggrieved Employees are entitled to recover from Defendant their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to Labor Code § 203.

Moreover, Defendant is liable to Plaintiff Blossom, Plaintiff Singh, and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the

greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees." (Lab. Code § 226(e)(1).)

Defendant intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify hourly rates, the failure to correctly list gross wages earned, and the failure to list the true net wages earned, including wages for meal periods that were not provided in accordance with California law, wages for rest periods that were not authorized and permitted to take in accordance with California law, and correct wages earned for all hours worked.

Plaintiff Singh further alleges that in addition to misreporting commissions earned, Waldorf Astoria did not provide Plaintiff and other aggrieved employees with itemized wage statements, including the different applicable pay rates, gross income, and the commissions earned per service provided.

As a result of Defendant violating Labor Code § 226, Plaintiffs Blossom and Singhand similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights.

Accordingly, Plaintiffs and similarly Aggrieved Employees are entitled to recover from Defendant the greater of their actual damages caused by Defendant's failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding \$4,000 dollars per employee.

Moreover, Defendant is liable to Plaintiffs and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Plaintiff Blossom and the Aggrieved Employees for all wages as discussed above, Defendant also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for hours worked. However, during all such times, Defendant systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendant, all wages for all rest periods not authorized and permitted by Defendant, and all wages for all hours worked. As a result, Defendant owes employees the

legally required wages for unpaid wages, and Plaintiff Blossom and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendant is liable to Plaintiff Blossom and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Action for Civil Penalties Under PAGA

In light of the above, Plaintiff Blossom alleges that Defendant violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

1. Labor Code § 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages and overtime wages;
2. Labor Code § 226.7, 512 and applicable Wage Orders by failing to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
4. Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
5. Labor Code § 2802 by failing to reimburse and indemnify employees for expenses and losses in the direct consequence and discharge of their duties;
6. Labor Code § 227.3 by failing to pay all vacation wages at termination;
7. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;
8. Labor Code § 226 by failing to provide accurate itemized wage statements; and
9. Labor Code § 204 by failing to pay all earned wages two times per month.

Therefore, on behalf of all Aggrieved Employees, Plaintiff Blossom seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, 2802, and 2699(f)(2).

Plaintiff Singh alleges Defendant has intentionally violated or has caused to be violated California Labor Code Labor Code §§ 96, 98, 98.6, 98.7, 97, 201, 202, 203, 204, 206, 210, 216, 221, 226, 226.8, 229, 232, 232.5, 233, 351, 510, 512, 515, 558, 1102, 1102.5, 1174, 1175, 1182, 1185, 1194, 1195, 1197, 1199, 2751, 2753, 2802, 3700, 3700.5, and 3722. Plaintiff Singh and other aggrieved employees are informed and believe that Waldorf Astoria recently entered into a

LWDA

*Amended Notice of Labor Code Violations and
PAGA*

September 30, 2026

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PAGA settlement agreement affecting some of the aggrieved employees whom Plaintiff seeks to represent. Some of the claims in *Taylor v. Waldorf=Astoria Management LLC* (2019) were similar wage and hour claims to those alleged herein, albeit arising from different and distinct facts and legal theories. However, many of the Labor Code violations alleged herein were not raised or addressed in *Taylor* at all, and thus, claim or issue preclusion does not apply. Defendant is liable for repeated violations of the California Labor Code, and thus should incur higher penalties, where available, than they otherwise would for a first-time violation.

Plaintiffs have placed Defendant on notice by mailing a certified copy of this correspondence to its corporate address, as indicated on the first page.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

MOON LAW GROUP, PC



Kane Moon, Esq.
Attorney at Law