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July 23, 2026

VIA ONLINE FILING

Stewart Knox, Secretary
California Labor and Workforce Development Agency

VIA CERTIFIED MAIL—RETURN RECEIPT REQUESTED

Crescent Hotels & Resorts, LLC
10306 EATON PLACE
STE 430
FAIRFAX, VA 22030

Steven Pickett
5716 CORSA AVE
SUITE 110
WESTLAKE VILLAGE, CA 91362

Re: *Guizar v. Crescent Hotels & Resorts, LLC, et al.*

To Whom It May Concern:

This office represents Isabel Guizar ("Claimant") who was employed by Crescent Hotels & Resorts, LLC and related entities (collectively "Respondents"). This letter is notice, and a request, pursuant to Labor Code §2699.3 that your agency investigate the claims in this impending civil action. If the agency does not intend to investigate the alleged violations, we specifically request such notification to allow Claimant to file a civil action to pursue PAGA claims.

This action is brought on behalf of Claimant and all aggrieved employees at all of Respondents' locations in California (referred to herein as "similarly situated employees"), to recover penalties for unlawfully withheld wages for overtime work, unlawfully withheld wages for meal and rest period violations, payroll reporting violations, and violations of other California laws, as well as other statutory penalties and damages owed to Claimant by Respondents.

Continuously during the year prior to the date of this notice, prior to that, and continuing through the pendency of this claim, Respondents:

(1) Failed and continue to fail to pay Claimant and other similarly situated employees overtime pay (one and a half times the *regular rate of pay*) for their work over eight hours per day and 40 hours per week and double-time pay (two times their hourly rate) for their work over 12 hours per day;
(2) Failed and continue to fail to pay Claimant and other similarly situated employees all minimum wages due;
(3) Failed and continue to fail to provide Claimant with accurate, itemized wage statements reflecting actual wages, overtime, and meal/rest period premiums;

(4) Failed and continue to fail to reimburse Claimant and all similarly situated employees for necessary expenditures and losses incurred by Claimant and other similarly situated employees in the discharge of their duties;

(5) Failed and continue to fail to properly relieve Claimant and other similarly situated employees for statutorily required 30-minute meal periods for every five hours and 10-minute rest periods every four hours of work, or major fraction thereof, and failed to provide the wages and premiums due for missed meal periods and rest periods on a daily basis;

(6) Failed and continue to fail to properly pay Claimant and other similarly situated employees the proper rate of pay for all meal and rest period penalty premiums (the *regular rate of pay*); and

(7) Failed and continue to fail to properly treat rest periods as hours worked, *without a deduction from wages* under Labor Code § 226.7(d);

(8) Failed and continue to fail to maintain required employee records pursuant to Labor Code § 226(b), 1174, 1199;

(9) Failed and continue to fail to pay all wages due to non-exempt employees on a biweekly basis in violation of Labor Code § 204;

(10) Failed and continue to fail to pay all wages due to discharged and quitting employees in violation of Labor Code §§ 201, 202, 203;

(11) Failed and continue to fail to properly pay accrued sick pay;

(12) Failed and continue to fail to pay discharged and quitting employees all unused vacation pay at the proper rate of pay.

All of the above violations were suffered by Claimant and similarly situated non-exempt employees at all of Respondents' locations in California on a daily basis in the entire year preceding the date of this notice and continuing throughout the pendency of this claim.

Failure to Pay Minimum Wages

Pursuant to California Labor Code Sections 1182.12, 1194, 1197, and IWC Wage Orders, payment to an employee of less than the applicable minimum wage for all hours worked in a payroll period is unlawful.

Respondents failed to pay Claimant and all similarly situated non-exempt employees minimum wages for all hours worked as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Employer's control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make phone calls or drive off the clock; detrimental rounding of employee time entries; editing and/or manipulation of time entries to show less hours than actually worked; and failing to pay split shift premiums. In addition, Employee and other aggrieved employees were required to report to work, and did report, but were not put to work and/or were furnished less than half their usual or scheduled day's work without being paid for half the usual or scheduled work at their regular rate of pay. As such, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code sections 221, 223, 1197, 1182.12, Cal. Code Regs, title 8, section 110404(5)(A), and applicable Wage Orders based on its continued failure to pay minimum wages for all hours worked, entitling Employee and other aggrieved employees to actual and liquidated damages under, without limitation, Labor Code sections 1194 and 1194.2. Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1197.1, and 2699.

All of the above violations were suffered by Claimant and similarly situated non-exempt employees at all of Respondents' locations in California on a daily basis in the entire year preceding the date of this notice, and continuing throughout the pendency of this claim.

Failure to Pay Overtime Compensation

Respondents have violated Labor Code section 510 and are subject to Labor Code sections 1194 and other relevant Labor Code sections such as 1194, 1194.2, 1194.3, 1197, 1198, and other pertinent sections of the Labor Code. Labor Code section 510 provides that any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee and any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. Labor Code section 1194 provides that any employee who receives less than the legal overtime compensation due is entitled to recover in a civil action the full amount of the overtime compensation, interest on said compensation, and reasonable attorneys' fees and costs of suit.

Respondents have violated the Labor Code section by not paying Claimant and all similarly situated employees rightfully earned overtime pay for their working more than 8 and 12 hours per day and more than 40 hours per week on a daily and weekly basis. Claimant and other aggrieved, similarly situated employees regularly worked shifts in excess of daily eight hours, without being fully compensated with all overtime premiums due and owing, as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Employer's control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make phone calls or drive off the clock, and/or go through security screenings and/or temperature checks off the clock; detrimental rounding of employee time entries, editing and/or manipulation of time entries to show less hours than actually worked, for paying straight pay instead of overtime pay, and by attempting but failing to properly implement an alternative workweek schedule ("AWS") (including, without limitation, by failing to implement a written agreement designating the regularly scheduled alternative workweek in which the specified number of work days and work hours are regularly recurring; failing to adopt the AWS in a secret ballot election, before the performance of work, by at least a two-thirds (2/3) vote of the affected employees in the work unit; failing to follow the notice/disclosures procedures prior to any AWS election; and/or failing to register an AWS election with the State of California, as required by Labor Code section 511 and applicable Wage Orders) all to the detriment of Employee and other aggrieved employees.

Additionally, even when Respondents did manage to pay Claimant and all similarly situated employees overtime wages, Respondents failed to correctly calculate Claimant and all similarly situated employees' overtime rate using their *regular rate of pay* when working more than 8 and 12 hours per day and more than 40 hours per week on a daily and weekly basis. Instead, Respondents calculated the overtime rate by using Claimant and all similarly situated employees' base rate pay, without taking into account additional non-discretionary pay.

As a result of Respondents' failure to pay Claimant's rightfully earned overtime pay, Respondents are liable for all back overtime pay, waiting time penalties, and any other penalties imposed by the Labor Code which include but are not limited to, interest, and attorneys' fees and costs.

All of the above violations were suffered by Claimant and similarly situated non-exempt employees at all of Respondents' locations in California on a daily basis in the entire year preceding the date of this notice and continuing throughout the pendency of this claim.

<u>Failure to Provide Meal and Rest Periods</u>

Respondents violated Labor Code sections 226.7 and 226.2 by not providing Claimant, and similarly situated non-exempt employees, with a legally required ten-minute rest period during each four-hour segment of work, or major fraction thereof, as required by California law, including, without limitation: by failing to provide rest periods all together; requiring that they be bundled together and/or with meal periods; interrupting them; requiring that employees carry cellular telephones or walkie-talkies during rest periods not providing them in a timely fashion; and not permitting employees to leave the premises; and otherwise requiring on-duty/on-call rest periods. As such, Employee is informed and believes, and based thereon alleges, that Employee and other aggrieved employees are entitled to relief under, without limitation, Labor Code section 226.7. However, Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made.

Respondents further violated Labor Code sections 226.7 and 512 by not providing Claimant, and similarly situated non-exempt employees, with a meal period of not less than 30 minutes for each work period of more than five hours per day and a second meal period of not less than 30 minutes for a work period of more than 10 hours day, including, without limitation: by interrupting meal periods; not providing timely meal periods; failing to provide first and second meal periods; providing short meal periods; requiring that employees carry cellular telephones or walkie-talkies during meal periods; not permitting employees to leave the premises; otherwise requiring on-duty/on-call meal periods; and auto-deducting meal periods that could not be auto-deducted by law or during which employees worked. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code section 512, entitling Employee and other aggrieved employees to premium payments under Labor Code section 226.7. However, Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made.

Respondents are liable to Claimant, and similarly situated non-exempt employees, for one hour of additional pay at the regular rate of compensation for each workday that the required rest periods were not provided and one hour of additional pay at the regular rate of compensation for each day that the required meal periods were not provided.

Additionally, even if Claimant *was* permitted to take *rest* periods, Respondents did not properly treat the rest periods as hours worked without a deduction from wages, as specified under Labor Code § 226.7(d). Instead, Respondents reduced Claimants' wages by failing to take into account Claimants' piece-rate/commission wages when determining the wages owed for each rest period and only took into account Claimants' base hourly rate. Due to Respondents' failure to pay for rest period periods by properly calculating rest period wages pursuant to Labor Code Section 226.2, Respondents are also liable for violations of Labor Code Section 226.2.

Further, even when Respondents attempted to issue premium compensation for missed meal and/or rest periods, such premium compensation did not properly take into account all non-discretionary pay, resulting in an under payment of premium compensation to Claimant and similarly situated non-exempt employees.

Respondents are also liable for civil penalties pursuant to Labor Code sections 558 and 2698 *et seq.* in the amount of $50.00 for each pay period during which Claimant was not provided required rest and meal periods for the initial violation; and $100.00 for each pay period during which Claimant was not provided required rest and meal periods for each subsequent violation. Respondents are also liable for violating Labor Code section 558.1

All of the above violations were suffered by Claimant and similarly situated non-exempt employees at all of Respondents' locations in California on a daily basis in the entire year preceding the date of this notice, and continuing throughout the pendency of this claim.

Failure to Furnish Accurate Wage Statements

Labor Code section 226 (a) requires employers to furnish each employee with an accurate statement, which includes but is not limited to, gross wages earned, the total numbers of hours worked, the net wages earned, all deductions and the name and legal address of the employer. Labor Code section 226 (e) provides that if an employer fails to provide a statement complying with section 226 (a), then the employee is entitled to recover the greater of actual damages or $50.00 for the initial violation and $100.00 for each subsequent violation, up to $4,000.00.

Respondents failed to furnish and continue to intentionally fail to furnish Claimant and all similarly situated employees with timely, itemized statements that meet the requirements of Labor Code section 226 (a) because those statements failed to include an accurate itemization of the employees' total hours worked, gross and net wages earned, and all applicable hourly rates during the applicable time period, with the corresponding number of hours worked at those hourly rates.

Respondents are therefore liable for all applicable civil penalties pursuant to Labor Code sections 226(a), 226, 226.2, 226.3, 226.6., 558.1, 1199 and 2698 *et seq.* in the amount of $250.00 for the initial violation and $1,000.00 per subsequent violation, or under the default penalties as set forth in Labor Code section 2699 *et seq.*

All of the above violations were suffered by Claimant and similarly situated non-exempt employees at all of Respondents' locations in California on a daily basis in the entire year preceding the date of this notice, and continuing throughout the pendency of this claim.

Failure to Comply with Wage Theft Prevention Act Notice Requirements

Claimant is further informed and believes, and based thereon alleges that Respondent failed and refused, and continues to fail and refuse, to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing to provide Claimant and other aggrieved employees with the rates of pay and overtime rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the regular payday designated by Respondent, the name of the employer, including any "doing business as" names used, the name, address and telephone number of the workers' compensation insurance carrier, information regarding paid sick leave, and other pertinent information required to be disclosed by Respondent under Labor Code section 2810.5. Claimant is informed and believes that failure to provide such information, including rates of pay that are in effect, has permitted Respondent to pay employees at rates of pay that were not agreed upon and violate minimum wage and overtime wage laws in California. Claimant is additionally informed and believes that the notice requirement of Labor Code section 2810.5 involves a mandatory payroll or workplace injury reporting. Among other relief, employees may collect from Respondent in connection with these violations' civil penalties pursuant to Labor Code sections 558 and 2699.

Failure to Maintain Required Records

Under California Labor Code Sections 226(b), 1174, 1199, and IWC Wage Orders, an employer must maintain records of total daily hours worked by each employee, all applicable rates of pay, gross and net wages earned time records showing when each employee begins and ends each work period, including meal periods, and accurate itemized statements.

Here, Respondents knowingly and intentionally failed to maintain records as required under California Labor Code Sections 226, 1174, 1199 and IWC Wage Orders. Specifically, Respondents' failed to maintain records for Claimant and other similarly situated employees that accurately reflect: (1) all minimum wages due for time spent working while clocked out for meal periods; (2) the proper rate of pay for all overtime hours worked (one and a half times or double the *regular rate of pay*); (3) the proper rate of pay for all meal and rest periods penalty premiums (the *regular rate of pay*); (4) all wages and premiums due for missed meal periods and rest periods. These violations resulted in Respondents maintaining inaccurate records.

Respondents are therefore liable for civil penalties pursuant to Labor Code sections 226(a), 226, 226.3, 1174, 1174.5, 1199, and 2698 *et seq.* in the amount of $250.00 for the initial violation and $1,000.00 per subsequent violation, or as enumerated in the preceding statutes, or the default penalties as set forth in Labor Code section 2699 *et seq.*

All of the above violations were suffered by Claimant and similarly situated non-exempt employees at all of Respondents' locations in California on a daily basis in the entire year preceding the date of this notice, and continuing throughout the pendency of this claim.

Failure to Pay Timely Wages During Employment

Pursuant to California Labor Code § 204, for all labor performed between the 1st and 15th days of any calendar month, Respondents are required to pay their nonexempt employees between the 16th and 26th day of the month during which the labor was performed. California Labor Code § 204 also provides that for all labor performed between the 16th and 26th days of any calendar month, Respondents are required to pay their nonexempt employees between the 1st and 15th day of the following calendar month. In addition, California Labor Code § 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday of the next regular payroll period.

Respondents knowingly and willfully failed to pay Claimant, and similarly situated non-exempt employees all the wages earned when due as required by California Labor Code § 204.

Pursuant to California Labor Code § 210, failure to pay the wages of each employee as provided in California Labor Code§ 204 will subject Respondents to a civil penalty of: (1) one hundred dollars ($100) for each failure to pay each employee for each initial violation; and (2) two hundred dollars ($200) for each failure to pay each employee, plus twenty-five percent (25%) of the amount unlawfully withheld, for each subsequent violation.

Respondents' conduct described herein violates California Labor Code§ 204. As a proximate result of the aforementioned violations, Claimant has been damaged in an amount according to proof at trial. Therefore, pursuant to California Labor Code §§ 200, 210, 226, 558, 1194, 1197.1, 2699, and other applicable provisions under the Labor Code and IWC Wage Orders, Claimant is entitled to recover the unpaid balance of wages owed to them by Respondents, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

Claimant is further informed and believes, and based thereon alleges that Respondent had and has a policy of failing to provide all temporary workers with owed wages weekly by not later than the regular payday of the following week. As a result, pursuant to Labor Code section 201.3, Respondent would be liable for civil penalties pursuant to Labor Code sections 201.3.

All of the above violations were suffered by Claimant and similarly situated non-exempt employees at all of Respondents' locations in California on a daily basis in the entire year preceding the date of this notice, and continuing throughout the pendency of this claim.

<u>Failure to Pay Timely Wages to Discharged and/or Quitting employees</u>

Pursuant to California Labor Code Sections 201, 202, and 203, employers are required to pay all earned and unpaid wages to an employee who is discharged. California Labor Code Section 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge are due and payable immediately. Furthermore, pursuant to California Labor Code Section 202, Employers are required to pay all accrued wages due to an employee no later than 72 hours after the employee quits his or her employment, unless the employee provided 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or wages at the time of quitting. California Labor Code Section 203 provides that if an employer willfully fails to pay, in accordance with California Labor Code Sections 201 and 202, any wages of an employee who is discharged or who quits, the employer is liable for waiting time penalties in the form of continued compensation to the employee at the same rate for up to 30 workdays.

Respondents have willfully failed to pay accrued wages and other compensation to Claimant after being discharged in accordance with California Labor Code Sections 201 and 202. As a result, Claimant is entitled to all available statutory and civil penalties, including the waiting time penalties provided in California Labor Code sections 203 and 256, together with interest thereon, as well as other available remedies. In the same manner as above, Respondents have failed to pay all similarly situated employees their rightfully earned accrued wages and other compensation upon being discharged or quitting.

All of the above violations were suffered by Claimants and similarly situated non-exempt employees at all of Respondents' locations in California during the entire year preceding the date of this notice, and continuing throughout the pendency of this claim.

<u>Violation of California Labor Code §§233, 245, 246 – Failure to Pay All Accrued Sick Days</u>

Claimant is further informed and believes, and based thereon alleges, that Respondent has or had a policy or practice of failing to provide Claimant and other aggrieved employees with all rights afforded to them under the Healthy Workplace Heathy Families Act of 2014, codified at Labor Code section 245, *et seq.,* including, without limitation, the amount of paid sick leave required to be provided pursuant to California and local laws. Claimant is further informed and believes that the sick pay was not provided at the proper regular of pay as required under California law due to failure to properly calculate the regular rate. Claimant is further informed and believes that Respondent also did not permit its use upon request by Claimant and other aggrieved employees as contemplated under California and local laws. Claimant is additionally informed and believes that the notice requirement of Labor Code section 245 *et seq.* involves a mandatory payroll or workplace injury reporting. As such, Respondent would be liable for civil penalties for violation of the paid sick leave regulations under Labor Code section 2699, as well as equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees and costs.

<u>Failure to Properly Pay Vacation Pay</u>

California Labor Code section 227.3 requires employers to pay terminated employees for their unused paid vacation time at their final rate of pay.

When Respondents terminated Claimants, and similarly situated employees, Respondents failed to include any additional non-discretionary pay when calculating the final regular rate of pay for purposes of paying Claimants, and similarly situated employees, their unused vacation time pay. Thus, Respondents failed to pay Claimants, and similarly situated employees, all unused vacation time pay due to them upon termination pursuant to California Labor Code section 227.3.

All of the above violations were suffered by Claimants and similarly situated non-exempt employees at all of Respondents' locations in California on a daily basis in the entire year preceding the date of this notice, and continuing throughout the pendency of this claim.

Failure to Reimburse Employees

Labor Code section 2802(a) provides that "[a]n employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful." Thus, Respondents were under a statutory duty to indemnify Claimant, and other similarly situated employees, for the numerous business expenses that Claimant, and other similarly situated employees, incurred in the fulfillment of their employment responsibilities. These expenses include, but are not limited to, their costs incurred for driving personal vehicles (i.e., mileage and gas), purchasing uniforms, providing uniform and other deposits, separately laundering mandatory uniforms, for the purchase of tools and safety equipment, and for the purchase and maintenance of cellular phones and cellular phone plans, in direct consequence of the discharge of their duties, or of their obedience to the directions of Employer, as required by Labor Code section 2802, and other statutory and common law offenses.

Respondents are therefore liable for penalties, pursuant to Labor Code sections 2802 and 98. Additionally, Respondents are also liable for all reasonable costs, including, but not limited to, attorney's fees incurred by the employee enforcing the right to be reimbursed, pursuant to Labor Code section 2802(c).

All of the above violations were suffered by Claimant and similarly situated non-exempt employees at all of Respondents' locations in California on a daily basis in the entire year preceding the date of this notice and continuing throughout the pendency of this claim.

* * * * *

Respondents are in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. We provide notice under the Private Attorney's General Act of 2004, Labor Code sections 2699, et seq., and specifically ask for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that we may file a complaint against Respondents for the violations discussed in this letter.

By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency ("LWDA") before he or she can invoke the provisions of § 2699, et seq., by seeking redress in court. (Labor Code § 2699.3(a)(1).) The LWDA must then notify the employer and the employee within 65 calendar days regarding whether it intends to investigate the alleged violation. (Labor Code § 2699.3(a)(2)(B).) If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code section 2699. (Labor Code §2699.3(a)(2)(A).) It is the intention of this office to file a civil complaint and to bring the appropriate claims under Labor Code section 2699 should your office not address these matters within this time.

Sincerely,

ELKIN | GAMBOA LLP

Michael Elkin, Esq.