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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF RIVERSIDE

BERNITA DE LA O, as an aggrieved  
employee pursuant to the Private  
Attorneys General Act ("PAGA"), on  
behalf of the State of California and  
other non-party Aggrieved  
Employees,

Plaintiff,

vs.

HOSPITALITY TEAM MEMBERS,  
INC., a California corporation;  
MARRIOTT RESORTS  
HOSPITALITY CORPORATION, a  
South Carolina corporation;  
MARRIOTT OWNERSHIP  
RESORTS, INC., a Delaware  
corporation; MARRIOTT  
VACATIONS WORLDWIDE  
CORPORATION, a Delaware  
corporation; and DOES 1 through 10,  
inclusive,

Defendants.

Case No.: **CVRI2401061**

**COMPLAINT – PAGA ENFORCEMENT  
ACTION**

(1) Claim for Civil Penalties for Violations of  
California Labor Code, Pursuant to PAGA,  
§§ 2698, *et seq.*

**Jury Trial Demanded**

1 Plaintiff Bernita De La O, as an aggrieved employee and on behalf of the State of  
2 California and all other non-party Aggrieved Employees, alleges as follows:

### 3 JURISDICTION AND VENUE

4 1. This is an enforcement action under the Labor Code Private Attorneys General  
5 Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil penalties  
6 and any other available relief on behalf of Plaintiff, the State of California, and other current  
7 and former employees who worked for Defendants in California as a non-exempt, hourly paid  
8 employee and received at least one wage statement and against whom one or more violations  
9 of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating  
10 hours and days of work in the applicable Industrial Welfare Commission (“IWC”) Wage  
11 Order were committed, as set forth in this complaint, at any time between one year prior to the  
12 filing of the pre-filing written notice to the Labor and Workforce Development Agency  
13 (“LWDA”) in this case on December 21, 2023, until judgment (“non-party Aggrieved  
14 Employees”). Plaintiff’s share of civil penalties sought in this action does not exceed  
15 \$75,000.

16 2. This Court has jurisdiction over this action pursuant to the California  
17 Constitution, Article VI, section 10. The statute under which this action is brought does not  
18 specify any other basis for jurisdiction.

19 3. This Court has jurisdiction over all Defendants because, on information and  
20 belief, Defendants are either citizens of California, have sufficient minimum contacts in  
21 California, or otherwise intentionally avail themselves of the California market so as to render  
22 the exercise of jurisdiction over them by the California courts consistent with traditional  
23 notions of fair play and substantial justice. There is no basis for federal diversity jurisdiction  
24 in this action given that the State of California, as the real party in interest in this action, is not  
25 a “citizen” for purposes of satisfying diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*,  
26 726 F.3d 1118, 1123 (9th Cir. Cal. 2013). *Urbino* also holds that civil penalties cannot be  
27 aggregated to satisfy the amount in controversy requirement for federal diversity jurisdiction  
28 in this action, and that diversity jurisdiction cannot be established when Plaintiff’s share of the

1 civil penalties attributable to violations personally suffered are less than \$75,000. *Id.* at 1122.

2 4. Venue is proper in this Court because Defendants employ persons in this  
3 county, and employed Plaintiff in this county, and thus a substantial portion of the transactions  
4 and occurrences related to this action occurred in this county.

5 5. California Labor Code sections 2698, *et seq.*, the “Labor Code Private  
6 Attorneys General Act of 2004” (“PAGA”), authorize aggrieved employees to sue as private  
7 attorneys general their current or former employers for various civil penalties for violations of  
8 various provisions in the California Labor Code.

### 9 **THE PARTIES**

10 6. Plaintiff Bernita De La O is a resident of Desert Hot Springs, in Riverside  
11 County, California. Defendants employed Plaintiff as an hourly paid, non-exempt employee  
12 from approximately May 2023 to September 2023. Plaintiff worked for Defendants as a Food  
13 & Beverage Attendant at their Hyatt Vacation Club at Desert Oasis location in Cathedral City,  
14 California. Plaintiff typically worked seven (7) hours or more per day, and five (5) days per  
15 week. At the time Plaintiff’s employment with Defendants ended, she was compensated  
16 approximately \$16.50 per hour. Plaintiff’s job duties included, without limitation, taking  
17 customer orders, conducting inventory, preparing food, and serving drinks.

18 7. On information and belief, Defendants required some employees, including  
19 Plaintiff, to execute arbitration agreements at the time of their hire or during their  
20 employment. On further information and belief, Defendants’ arbitration agreements were and  
21 are both procedurally and substantively unconscionable. Specifically, Defendants presented  
22 employees with a “Mandatory Dispute Resolution Agreement” (“Arbitration Agreement”)  
23 which had to be reviewed and acknowledged immediately. Specifically, the Arbitration  
24 Agreement was among several documents presented to employees for signature during the  
25 orientation process. Also, employees did not have a meaningful opportunity to negotiate the  
26 terms of the Arbitration Agreement. Rather, they were provided to Defendants’ employees for  
27 them to sign on a take-it or leave-it basis, along with other onboarding documents. Further,  
28 Defendants did not set forth in the agreements or otherwise provide employees with the rules

1 which will govern the arbitration, instead forcing employees to seek this information out on  
2 their own (“The JAMS Rules may be found at [ww.jamsadr.com](http://ww.jamsadr.com) or by searching for “JAMS  
3 Employment Arbitration Rules” using a service such as [www.google.com](http://www.google.com) or [www.bing.com](http://www.bing.com)  
4 or by emailing the Company’s Human Resources Department at  
5 [associateservicecenter@mvwx.com](mailto:associateservicecenter@mvwx.com) for a copy of the JAMS Rues then in effect.”)

6 8. HOSPITALITY TEAM MEMBERS, INC. was and is, upon information and  
7 belief, a California corporation, and at all times hereinafter mentioned, an employer whose  
8 employees are engaged throughout this county and the State of California.

9 9. MARRIOTT RESORTS HOSPITALITY CORPORATION was and is, upon  
10 information and belief, a South Carolina corporation, and at all times hereinafter mentioned,  
11 an employer whose employees are engaged throughout this county and the State of California.

12 10. MARRIOTT OWNERSHIP RESORTS, INC. was and is, upon information and  
13 belief, a Delaware corporation, and at all times hereinafter mentioned, an employer whose  
14 employees are engaged throughout this county and the State of California.

15 11. MARRIOTT VACATIONS WORLDWIDE CORPORATION was and is, upon  
16 information and belief, a Delaware corporation, and at all times hereinafter mentioned, an  
17 employer whose employees are engaged throughout this county and the State of California.

18 12. Plaintiff is unaware of the true names or capacities of the Defendants sued  
19 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to  
20 amend the complaint and serve such fictitiously named Defendants once their names and  
21 capacities become known.

22 13. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10  
23 were the partners, agents, owners, or managers of HOSPITALITY TEAM MEMBERS, INC.;  
24 MARRIOTT RESORTS HOSPITALITY CORPORATION; MARRIOTT OWNERSHIP  
25 RESORTS, INC.; and MARRIOTT VACATIONS WORLDWIDE CORPORATION at all  
26 relevant times.

27 14. Plaintiff is informed and believes, and thereon alleges, that each and all of the  
28 acts and omissions alleged herein was performed by, or is attributable to, HOSPITALITY

1 TEAM MEMBERS, INC.; MARRIOTT RESORTS HOSPITALITY CORPORATION;  
2 MARRIOTT OWNERSHIP RESORTS, INC.; MARRIOTT VACATIONS WORLDWIDE  
3 CORPORATION and/or DOES 1 through 10 (collectively, “Defendants” or “MVW”), each  
4 acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with,  
5 each of the other co-Defendants and was acting within the course and scope of such agency,  
6 employment, joint venture, or concerted activity with legal authority to act on the others’  
7 behalf. The acts of any and all Defendants were in accordance with, and represent, the official  
8 policy of Defendants.

9 15. At all relevant times, Defendants, and each of them, ratified each and every act  
10 or omission complained of herein. At all relevant times, Defendants, and each of them, aided  
11 and abetted the acts and omissions of each and all the other Defendants in proximately causing  
12 the damages herein alleged.

13 16. Plaintiff is informed and believes, and thereon alleges, that each of said  
14 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,  
15 omissions, occurrences, and transactions alleged herein.

16 17. Under California law, Defendants are jointly and severally liable as employers  
17 for the violations alleged herein because they have each exercised sufficient control over the  
18 wages, hours, working conditions, and employment status of Plaintiff and other non-party  
19 Aggrieved Employees. Each Defendant had the power to hire and fire Plaintiff and other non-  
20 party Aggrieved Employees, supervised and controlled their work schedule and/or conditions  
21 of employment, determined their rate of pay, and maintained their employment records.  
22 Defendants suffered or permitted Plaintiff and other non-party Aggrieved Employees to work  
23 and/or “engaged” Plaintiff and other non-party Aggrieved Employees so as to create a  
24 common-law employment relationship. As joint employers of Plaintiff and other non-party  
25 Aggrieved Employees, Defendants are jointly and severally liable for the civil penalties  
26 available to Plaintiff and other non-party Aggrieved Employees under the law.

27 18. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,  
28 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and other

1 non-party Aggrieved Employees because Defendants have:

- 2 (a) jointly exercised meaningful control over the work performed by
- 3 Plaintiff and other non-party Aggrieved Employees;
- 4 (b) jointly exercised meaningful control over Plaintiff's and other non-party
- 5 Aggrieved Employees' wages, hours, and working conditions, including
- 6 the quantity, quality standards, speed, scheduling, and operative details
- 7 of the tasks performed by Plaintiff and other non-party Aggrieved
- 8 Employees;
- 9 (c) jointly required that Plaintiff and other non-party Aggrieved Employees
- 10 perform work which is an integral part of Defendants' businesses; and
- 11 (d) jointly exercised control over Plaintiff and other non-party Aggrieved
- 12 Employees as a matter of economic reality in that Plaintiff and other
- 13 non-party Aggrieved Employees were dependent on Defendants, who
- 14 shared the power to set the wages of Plaintiff and other non-party
- 15 Aggrieved Employees and determined their working conditions, and
- 16 who jointly reaped the benefits from the underpayment of their wages
- 17 and noncompliance with other statutory provisions governing their
- 18 employment.

19 19. Plaintiff is informed and believes, and thereon alleges, that at all relevant times  
20 there has existed a unity of interest and ownership between Defendants such that any  
21 individuality and separateness between the entities has ceased.

22 20. HOSPITALITY TEAM MEMBERS, INC.; MARRIOTT RESORTS  
23 HOSPITALITY CORPORATION; MARRIOTT OWNERSHIP RESORTS, INC.;

24 MARRIOTT VACATIONS WORLDWIDE CORPORATION and/or DOES 1 through 10 are  
25 therefore alter egos of each other.

26 21. Adherence to the fiction of the separate existence of Defendants would permit  
27 an abuse of the corporate privilege, and would promote injustice by protecting Defendants  
28 from liability for the wrongful acts committed by them under the name MVW.

1           22.     Plaintiff further alleges, upon information and belief, that the Defendants  
2     HOSPITALITY TEAM MEMBERS, INC.; MARRIOTT RESORTS HOSPITALITY  
3     CORPORATION; MARRIOTT OWNERSHIP RESORTS, INC.; and MARRIOTT  
4     VACATIONS WORLDWIDE CORPORATION are alter egos of each other for the following  
5     reasons:

6           (a)     According to MARRIOTT VACATIONS WORLDWIDE  
7                   CORPORATION's SEC Form 10-K filing for 2022<sup>1</sup>, HOSPITALITY  
8                   TEAM MEMBERS, INC.; MARRIOTT RESORTS HOSPITALITY  
9                   CORPORATION; and MARRIOTT OWNERSHIP RESORTS, INC. are  
10                  subsidiaries of MARRIOTT VACATIONS WORLDWIDE  
11                  CORPORATION.

12          (b)     On the California Secretary of State's website  
13                   (<https://bizfileonline.sos.ca.gov/>), HOSPITALITY TEAM MEMBERS,  
14                   INC.; MARRIOTT RESORTS HOSPITALITY CORPORATION; and  
15                   MARRIOTT OWNERSHIP RESORTS, INC. share the same agent for  
16                   service of process, "CORPORATION SERVICE COMPANY WHICH  
17                   WILL DO BUSINESS IN CALIFORNIA AS CSC – LAWYERS  
18                   INCORPORATING SERVICE";

19          (c)     According to their most recent "Statement of Information" forms filed  
20                   with the California Secretary of State, HOSPITALITY TEAM  
21                   MEMBERS, INC.; MARRIOTT RESORTS HOSPITALITY  
22                   CORPORATION; and MARRIOTT OWNERSHIP RESORTS, INC.  
23                   share the same principal address and mailing address, "7812 PALM  
24                   PARKWAY, ORLANDO, FL 32836"; and

25          (d)     On information and belief, HOSPITALITY TEAM MEMBERS, INC.;  
26                   MARRIOTT RESORTS HOSPITALITY CORPORATION;

27  
28           <sup>1</sup> 10-K Annual Report 02/27/2023, "SEC Filings | Marriott Vacations Worldwide"  
<https://ir.marriottvacationsworldwide.com/sec-filings> (last accessed February 16, 2024).

MARRIOTT OWNERSHIP RESORTS, INC.; and MARRIOTT VACATIONS WORLDWIDE CORPORATION utilize the same standardized employment forms and issue the same employment policies.

### **PAGA REPRESENTATIVE ALLEGATIONS**

23. Defendants operate a global vacation company that offers vacation ownership, exchange, rental and resort property management, along with related businesses, products, and services. Upon information and belief, Defendants maintain a single, centralized Human Resources (HR) department at their corporate headquarters in Orlando, Florida, for all non-exempt, hourly paid employees working for Defendants in California, which is responsible for the recruiting and hiring of new employees, and communicating and implementing Defendants' company-wide policies, including timekeeping policies and meal and rest period policies, to employees throughout California.

24. In particular, Plaintiff and other non-party Aggrieved Employees, on information and belief, received the same standardized documents and/or written policies. Upon information and belief, the usage of standardized documents and/or written policies, including new-hire documents, indicate that Defendants dictated policies at the corporate level and implemented them company-wide, regardless of their employees' assigned locations or positions. Upon information and belief, Defendants set forth uniform policies and procedures in several documents provided at an employee's time of hire.

25. Upon information and belief, Defendants maintain a centralized Payroll department at their corporate headquarters in Orlando, Florida, which processes payroll for all non-exempt, hourly paid employees working for Defendants at their various locations in California, including Plaintiff and other non-party Aggrieved Employees. Based upon information and belief, Defendants issue the same formatted wage statements to all non-exempt, hourly paid employees in California, irrespective of their work locations. Upon information and belief, Defendants process payroll for departing employees in the same manner throughout the State of California, regardless of the manner in which each employee's

1 employment ends.

2 26. Defendants continue to employ non-exempt or hourly paid employees in  
3 California.

4 27. Plaintiff is informed and believes, and thereon alleges, that at all times herein  
5 mentioned, Defendants were advised by skilled lawyers and other professionals, employees  
6 and advisors knowledgeable about California labor and wage law, employment and personnel  
7 practices, and about the requirements of California law.

8 28. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and other  
9 non-party Aggrieved Employees were not paid for all hours worked because all hours worked  
10 were not recorded.

11 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
12 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to  
13 receive certain wages for overtime compensation and that they were not receiving certain  
14 wages for overtime compensation.

15 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
16 should have known that other non-party Aggrieved Employees were entitled to be paid at a  
17 regular rate of pay, and corresponding rates of pay for overtime wages and/or meal and rest  
18 period premiums, that included as eligible income all remuneration required by law, including  
19 but not limited to, all income derived from incentive pay, nondiscretionary bonuses, and/or  
20 other forms of compensation, but failed to include all forms of remuneration in calculating the  
21 regular rate of pay for other non-party Aggrieved Employees.

22 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
23 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to  
24 receive at least minimum wages for compensation and that they were not receiving at least  
25 minimum wages for work that was required to be done off-the-clock. In violation of the  
26 California Labor Code, Plaintiff and other non-party Aggrieved Employees were not paid at  
27 least minimum wages for work done off-the-clock.

28 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or

1 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to  
2 meal periods in accordance with the California Labor Code and applicable IWC Wage Order  
3 or payment of one (1) additional hour of pay at their regular rates of pay when they were not  
4 provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and  
5 other non-party Aggrieved Employees were not provided with all meal periods or payment of  
6 one (1) additional hour of pay at their regular rates of pay when they did not receive a timely,  
7 uninterrupted, thirty (30) minute meal period.

8 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
9 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to  
10 rest periods in accordance with the California Labor Code and applicable IWC Wage Order or  
11 payment of one (1) additional hour of pay at their regular rates of pay when they were not  
12 authorized and permitted to take a compliant rest period and that Plaintiff and other non-party  
13 Aggrieved Employees were not authorized and permitted to take compliant rest periods or  
14 provided with payment of one (1) additional hour of pay at their regular rates of pay when  
15 they were not authorized and permitted to take a compliant rest period.

16 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
17 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to  
18 receive complete and accurate wage statements in accordance with California law. In  
19 violation of the California Labor Code, Plaintiff and other non-party Aggrieved Employees  
20 were not provided complete and accurate wage statements.

21 35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
22 should have known that they had a duty to maintain accurate and complete payroll records in  
23 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,  
24 knowingly, and intentionally failed to do so.

25 36. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
26 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to  
27 timely payment of wages during their employment. In violation of the California Labor Code,  
28 Plaintiff and other non-party Aggrieved Employees did not receive payment of all wages,

1 including, but not limited to, overtime wages, minimum wages, meal and rest period  
2 premiums, and/or reporting time pay, within permissible time periods.

3 37. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
4 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to  
5 timely payment of all wages earned upon termination of employment. In violation of the  
6 California Labor Code, Plaintiff and other non-party Aggrieved Employees did not receive  
7 payment of all wages due, including, but not limited to, overtime wages, minimum wages,  
8 meal and rest period premiums, vested vacation wages, and/or reporting time pay, within  
9 permissible time periods.

10 38. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
11 should have known that they were required to pay departing employees all vested vacation  
12 wages that were owed to them at the end of their employment. In violation of the California  
13 Labor Code, Defendants failed to pay Plaintiff and other non-party Aggrieved Employees all  
14 vested vacation wages at the end of their employment, causing a forfeiture of vested vacation  
15 wages.

16 39. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
17 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to  
18 be paid reporting time pay when they reported to work for their usual or scheduled shift but  
19 were put to work for less than half of the usual or scheduled shift. In violation of the  
20 California Labor Code, Defendants did not pay Plaintiff and other non-party Aggrieved  
21 Employees reporting time pay due.

22 40. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
23 should have known that they had a duty to maintain, for Plaintiff and other non-party  
24 Aggrieved Employees, a temperature in work areas that provided reasonable comfort  
25 consistent with industry-wide standards for the nature of the process and the work performed,  
26 and to take all feasible means to reduce excessive heat or humidity to a degree providing  
27 reasonable comfort, but failed to do so.

28 41. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or

1 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to  
2 receive reimbursement for all business-related expenses and costs they incurred during the  
3 course and scope of their employment and that they did not receive reimbursement of  
4 applicable business-related expenses and costs incurred.

5 42. Plaintiff is informed and believes, and thereon alleges, that at all times herein  
6 mentioned, Defendants knew or should have known that they had a duty to compensate  
7 Plaintiff and other non-party Aggrieved Employees for all hours worked, and that Defendants  
8 had the financial ability to pay such compensation, but willfully, knowingly, and intentionally  
9 failed to do so, and falsely represented to Plaintiff and other non-party Aggrieved Employees  
10 that they were properly denied wages, all in order to increase Defendants' profits.

11 43. At all times herein set forth, PAGA provides that any provision of law under  
12 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be  
13 assessed and collected by the LWDA for violations of the California Labor Code and  
14 applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a  
15 civil action brought on behalf of themselves and other current or former employees pursuant  
16 to procedures outlined in California Labor Code section 2699.3.

17 44. PAGA defines an "aggrieved employee" in Labor Code section 2699(c) as "any  
18 person who was employed by the alleged violator and against whom one or more of the  
19 alleged violations was committed."

20 45. Plaintiff and other current and former employees of Defendants are "aggrieved  
21 employees" as defined by Labor Code section 2699(c) in that they are all Defendants' current  
22 or former employees and one or more of the alleged violations were committed against them.

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

- 26 (a) The aggrieved employee shall give written notice by online filing  
27 (hereinafter "Employee's Notice") to the LWDA and by certified mail  
28 to the employer of the specific provisions of the California Labor Code

1                   alleged to have been violated, including the facts and theories to support  
2                   the alleged violations.

3           (b)    An aggrieved employee's notice filed with the LWDA pursuant to  
4                   2699.3(a) and any employer response to that notice shall be  
5                   accompanied by a filing fee of seventy-five dollars (\$75).

6           (c)    The LWDA shall provide notice (hereinafter "LWDA Notice") to the  
7                   employer and the aggrieved employee by certified mail that it does not  
8                   intend to investigate the alleged violation within sixty (60) calendar  
9                   days of the postmark date of the Employee's Notice. Upon receipt of  
10                  the LWDA Notice, or if the LWDA Notice is not provided within sixty-  
11                  five (65) calendar days of the postmark date of the Employee's Notice,  
12                  the aggrieved employee may commence a civil action pursuant to  
13                  California Labor Code section 2699 to recover civil penalties in addition  
14                  to any other penalties to which the employee may be entitled.

15           47.    Pursuant to California Labor Code section 2699.3(c), aggrieved employees,  
16           through Plaintiff, may pursue a civil action arising under PAGA for violations of any  
17           provision other than those listed in Section 2699.5 after the following requirements have been  
18           met:

19                   (a)    The aggrieved employee or representative shall give written notice by  
20                           online filing to the LWDA and by certified mail to the employer of the  
21                           specific provisions of the California Labor Code alleged to have been  
22                           violated (other than those listed in Section 2699.5), including the facts  
23                           and theories to support the alleged violation.

24                   (b)    An aggrieved employee's notice filed with the LWDA pursuant to  
25                           2699.3(c) and any employer response to that notice shall be  
26                           accompanied by a filing fee of seventy-five dollars (\$75).

27                   (c)    The employer may cure the alleged violation within thirty-three (33)  
28                           calendar days of the postmark date of the notice. The employer shall

1 give written notice by certified mail within that period of time to the  
2 aggrieved employee or representative and the agency if the alleged  
3 violation is cured, including a description of actions taken, and no civil  
4 action pursuant to Section 2699 may commence. If the alleged violation  
5 is not cured within the 33-day period, the employee may commence a  
6 civil action pursuant to Section 2699.

7 48. On December 21, 2023, Plaintiff provided written notice by online filing to the  
8 LWDA and by certified mail to Defendants of the specific provisions of the California Labor  
9 Code alleged to have been violated, including facts and theories to support the alleged  
10 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written  
11 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The  
12 LWDA PAGA Administrator has confirmed receipt of Plaintiff's written notice and assigned  
13 Plaintiff PAGA Case Number LWDA-CM-1001114-23. A true and correct copy of Plaintiff's  
14 written notice to the LWDA and Defendants dated December 21, 2023, is attached hereto as  
15 "Exhibit 1."

16 49. As of the filing date of this complaint, over 65 days have passed since Plaintiff  
17 sent the written notice described above, and the LWDA has not responded that it intends to  
18 investigate Plaintiff's claims, and Defendants have not cured the violations.

19 50. Thus, Plaintiff has satisfied the administrative prerequisites under California  
20 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for  
21 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 227.3, 510, 512(a),  
22 516, 1174(d), 1182.12, 1194, 1197, 1198 and 2802.

23 51. Labor Code section 558(a) provides "[a]ny employer or other person acting on  
24 behalf of an employer who violates, or causes to be violated, a section of this chapter or any  
25 provision regulating hours and days of work in any order of the Industrial Welfare  
26 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty  
27 dollars (\$50) for each underpaid employee for each pay period for which the employee was  
28 underpaid . . . . (2) For each subsequent violation, one hundred dollars (\$100) for each

1 underpaid employee for each pay period for which the employee was underpaid . . . .” Labor  
2 Code section 558(c) provides “[t]he civil penalties provided for in this section are in addition  
3 to any other civil or criminal penalty provided by law.” Plaintiff, acting in the public interest  
4 as a private attorney general, seeks assessment and collection of civil penalties under Labor  
5 Code section 558 for herself, all other non-party Aggrieved Employees, and the State of  
6 California against Defendants for violations of Labor Code sections 510, 512(a), 516, and  
7 1198, and the applicable IWC Wage Order. Plaintiff, acting in the public interest as a private  
8 attorney general, does not seek the recovery of unpaid wages under Labor Code section 558  
9 from Defendants for violations of Labor Code sections 510, 512(a), 516, and 1198, and the  
10 applicable IWC Wage Order.

11 52. Defendants, at all times relevant to this complaint, were employers or persons  
12 acting on behalf of an employer(s) who violated Plaintiff’s and other non-party Aggrieved  
13 Employees’ rights by violating various sections of the California Labor Code as set forth  
14 above.

15 53. As set forth below, Defendants have violated numerous provisions of both the  
16 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage  
17 Order.

18 54. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a),  
19 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the public interest as a  
20 private attorney general, seeks assessment and collection of civil penalties for herself, all other  
21 non-party Aggrieved Employees, and the State of California against Defendants for violations  
22 of California Labor Code sections 201, 202, 204, 226(a), 226.7, 227.3, 510, 512(a), 516,  
23 1174(d), 1182.12, 1194, 1197, 1198 and 2802.

## 24 **FIRST CAUSE OF ACTION**

25 **For Civil Penalties, Pursuant to California Labor Code §§ 2698, *et seq.***

26 **(Against all Defendants)**

27 55. Plaintiff incorporates by reference and re-alleges as if fully stated herein each  
28 and every allegation set forth above.

1           56.     California Labor Code §§ 2698, *et seq.* (“PAGA”) permits Plaintiff to recover  
2 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code  
3 section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 226(a), 226.7,  
4 227.3, 510, 512(a), 1174(d), 1194, 1197, 1198 and 2802. Labor Code section 2699.3(c)  
5 permits aggrieved employees, including Plaintiff, to recover civil penalties for violations of  
6 those Labor Code sections not found in section 2699.5, including sections 516 and 1182.12.

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

- 9                   (a)     Violation of Labor Code sections 510 and 1198, and the applicable IWC  
10                   Wage Order for Defendants’ failure to compensate Plaintiff and other  
11                   non-party Aggrieved Employees with all required overtime pay, as set  
12                   forth below;
- 13                   (b)     Violation of Labor Code sections 226.7, 510, and 1198, and the  
14                   applicable IWC Wage Order for Defendants’ failure to include all forms  
15                   of remuneration in the regular rate of pay as required by law for  
16                   purposes of paying overtime wages and/or meal and rest period  
17                   premiums to other non-party Aggrieved Employees, as set forth below;
- 18                   (c)     Violation of Labor Code sections 1182.12, 1194, 1197, and 1198, and  
19                   the applicable IWC Wage Order for Defendants’ failure to compensate  
20                   Plaintiff and other non-party Aggrieved Employees with at least  
21                   minimum wages for all hours worked, as set forth below;
- 22                   (d)     Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the  
23                   applicable IWC Wage Order for Defendants’ failure to provide Plaintiff  
24                   and other non-party Aggrieved Employees with meal periods, as set  
25                   forth below;
- 26                   (e)     Violation of Labor Code sections 226.7, 516, and 1198, and the  
27                   applicable IWC Wage Order for Defendants’ failure to authorize and  
28                   permit Plaintiff and other non-party Aggrieved Employees to take rest

1 periods, as set forth below;

2 (f) Violation of Labor Code sections 226(a) and 1198, and the applicable  
3 IWC Wage Order for failure to provide accurate and complete wage  
4 statements to Plaintiff and other non-party Aggrieved Employees, as set  
5 forth below;

6 (g) Violation of Labor Code sections 1174(d) and 1198, and the applicable  
7 IWC Wage Order for failure to maintain payroll records, as set forth  
8 below;

9 (h) Violation of Labor Code sections 204 for failure to pay all earned wages  
10 during employment, as set forth below;

11 (i) Violation of Labor Code section 201 and 202 for failure to pay all  
12 earned wages upon termination, as set forth below;

13 (j) Violation of Labor Code section 227.3 for failure to pay Plaintiff and  
14 other non-party Aggrieved Employees all vested vacation time upon  
15 termination, as set forth below;

16 (k) Violation of Labor Code section 1198 and the applicable IWC Wage  
17 Order for failure to pay reporting time pay when Plaintiff and other non-  
18 party Aggrieved Employees were put to work for less than half of their  
19 regular scheduled shifts, as set forth below;

20 (l) Violation of Labor Code section 1198 and the applicable IWC Wage  
21 Order for failure to maintain a temperature in work areas that provided  
22 reasonable comfort consistent with industry-wide standards for the  
23 nature of the process and the work performed, and to take all feasible  
24 means to reduce excessive heat or humidity to a degree providing  
25 reasonable comfort, as set forth below; and

26 (m) Violation of Labor Code sections 2802 for failure to reimburse Plaintiff  
27 and other non-party Aggrieved Employees for all business expenses  
28 necessarily incurred, as set forth below.

1 **FAILURE TO PAY OVERTIME**

2 **VIOLATION OF LABOR CODE SECTIONS 510 AND 1198**

3 58. Labor Code section 1198 makes it illegal to employ an employee under  
4 conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor  
5 Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission  
6 shall be the . . . standard conditions of labor for employees. The employment of any employee  
7 . . . under conditions of labor prohibited by the order is unlawful.”

8 59. California Labor Code section 1198 and the applicable IWC Wage Order  
9 provide that it is unlawful to employ persons without compensating them at a rate of pay  
10 either time-and-one-half or two-times that person’s regular rate of pay, depending on the  
11 number of hours worked by the person on a daily or weekly basis.

12 60. Specifically, the applicable IWC Wage Order provides that Defendants are and  
13 were required to pay Plaintiff and other non-party Aggrieved Employees working more than  
14 eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time and  
15 one-half (1 ½) for all hours worked in excess of eight (8) hours in a day or more than forty  
16 (40) hours in a workweek.

17 61. The applicable IWC Wage Order further provides that Defendants are and were  
18 required to pay Plaintiff and other non-party Aggrieved Employees working more than twelve  
19 (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay.  
20 An employee’s regular rate of pay includes all remuneration for employment paid to, or on  
21 behalf of, the employee, including nondiscretionary bonuses and incentive pay.

22 62. California Labor Code section 510 codifies the right to overtime compensation  
23 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)  
24 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the  
25 seventh (7th) day of work, and to overtime compensation at twice the employee’s regular rate  
26 of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours  
27 in a day on the seventh (7th) day of work.

28 63. During the relevant time period, Defendants willfully failed to pay all overtime

1 wages owed to Plaintiff and other non-party Aggrieved Employees. During the relevant time  
2 period, Plaintiff and other non-party Aggrieved Employees were not paid overtime premiums  
3 for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12)  
4 hours in a day, and/or in excess of forty (40) hours in a week, because all hours worked were  
5 not recorded.

6 64. First, during the relevant time period, Defendants had a company-wide policy  
7 and/or practice of requiring Plaintiff and other non-party Aggrieved Employees to perform  
8 work off-the-clock before and after their scheduled shifts. For example, prior to starting her  
9 shift, Defendants required Plaintiff to assist with replenishing inventory and taking customer  
10 orders. Additionally, four (4) times per week, after Plaintiff clocked out from her shifts, she  
11 was required to unload deliveries, which could take up to one (1) hour off-the-clock. Thus,  
12 Defendants failed to track the time Plaintiff and other non-party Aggrieved Employees spent  
13 working before or after their scheduled shifts, and Plaintiff and other non-party Aggrieved  
14 Employees received no compensation for this time.

15 65. Second, Defendants had, and continue to have, a company-wide policy and/or  
16 practice of understaffing their locations, including adopting a single-staffing model for some  
17 of their positions, resulting in a failure to provide adequate meal period coverage, because  
18 there were too few employees on duty to handle the workload and attend to guests. Because  
19 Defendants did not employ or staff a sufficient number of employees to meet guest demand,  
20 there was no one available to relieve employees needing meal period coverage, and Plaintiff  
21 and other non-party Aggrieved Employees were not always afforded uninterrupted 30-minute  
22 meal periods during shifts when they were entitled to receive a meal period. Defendants also  
23 had a practice of failing to adhere to a schedule for meal periods, which further caused  
24 Plaintiff and other non-party Aggrieved Employees to not be relieved of their duties for  
25 compliant meal periods. As a result, Plaintiff and other non-party Aggrieved Employees  
26 worked through meal periods and/or had meal periods cut short or interrupted in order to  
27 handle their workloads, time for which they were not paid.

28 66. Third, on information and belief, because Defendants frowned upon employees

1 accruing meal period penalties, Defendants' management adjusted Plaintiff's and other non-  
2 party Aggrieved Employees' time records to reflect compliant meal periods, regardless of  
3 whether they had received a compliant meal period or not, in order to strictly limit meal  
4 penalties that Defendants would otherwise owe. In addition, Defendants' company-wide  
5 timekeeping system prevented Plaintiff and other non-party Aggrieved Employees from  
6 recording all hours worked when their meal periods were shortened or interrupted, because the  
7 system locked out Plaintiff and other non-party Aggrieved Employees once they clocked out  
8 for a meal period, and did not permit them to clock back in from a meal period before 30  
9 minutes elapsed. Thus, Defendants did not record all hours worked during meal periods and  
10 Plaintiff and other non-party Aggrieved Employees performed work during meal periods for  
11 which they were not paid.

12         67. Fourth, during the relevant time period, Defendants maintained and  
13 implemented a company-wide on-premises meal period policy, which required that Plaintiff  
14 and other non-party Aggrieved Employees remain on Defendants' premises during their meal  
15 periods. Because Plaintiff and other non-party Aggrieved Employees were restricted from  
16 leaving the premises during meal periods, they were denied the ability to use their meal  
17 periods freely for their own purposes, such as running personal errands. Thus, Defendants  
18 effectively maintained control over Plaintiff and other non-party Aggrieved Employees during  
19 meal periods.

20         68. Defendants knew or should have known that, as a result of these company-wide  
21 practices and/or policies, Plaintiff and other non-party Aggrieved Employees were performing  
22 their assigned duties off-the-clock before and after their shifts and during meal periods, and  
23 were suffered or permitted to perform work for which they were not paid. Because Plaintiff and  
24 other non-party Aggrieved Employees worked shifts of eight (8) hours or more a day or forty  
25 (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay.  
26 Therefore, Plaintiff and other non-party Aggrieved Employees were not paid overtime wages  
27 for all of the overtime hours they actually worked.

28         69. Furthermore, Defendants did not pay other non-party Aggrieved Employees the

1 correct overtime rate for the recorded overtime hours that they generated. In addition to an  
2 hourly wage, Defendants paid other non-party Aggrieved Employees incentive pay,  
3 nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the  
4 California Labor Code, Defendants failed to incorporate all compensation, including incentive  
5 pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the  
6 regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during  
7 times when other non-party Aggrieved Employees worked overtime and received these other  
8 forms of pay, Defendants failed to pay all overtime wages by paying a lower overtime rate  
9 than required.

10 70. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees  
11 the balance of overtime compensation as required by California law, violates the provisions of  
12 California Labor Code sections 510 and 1198. Plaintiff and other non-party Aggrieved  
13 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections  
14 558 and/or 2699(a), (f), and (g).

#### 15 **FAILURE TO PAY MINIMUM WAGES**

##### 16 **VIOLATION OF LABOR CODE SECTIONS 1182.12, 1194, 1197, AND 1198**

17 71. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, and  
18 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage  
19 to be paid to employees, and the payment of a wage less than the minimum so fixed is  
20 unlawful. Compensable work time is defined in IWC Wage Order No. 5-2001 as "the time  
21 during which an employee is subject to the control of an employer, and includes all the time  
22 the employee is suffered or permitted to work, whether or not required to do so." Cal. Code  
23 Regs. tit. 8, § 11050(2)(K) (defining "Hours Worked").

24 72. As stated, Defendants had a company-wide policy and/or practice requiring  
25 Plaintiff and other non-party Aggrieved Employees to perform work-related tasks while off-  
26 the-clock prior to the start of their shifts and after their shifts, including replenishing  
27 inventory, assisting with customer orders, and unloading deliveries. Defendants failed to  
28 track this time Plaintiff and other non-party Aggrieved Employees spent working off-the-

1 clock, and Plaintiff and other non-party Aggrieved Employees received no compensation for  
2 this time.

3 73. Furthermore, as stated, due to Defendants' policies and/or practices of  
4 understaffing and/or single-staffing, assigning heavy workloads, failing to adhere to a  
5 schedule for meal periods, requiring employees to stay on the work premises during meal  
6 periods, and subsequent lack of meal coverage, Plaintiff and other non-party Aggrieved  
7 Employees were forced to work through meal periods, have their meal periods interrupted,  
8 and/or were otherwise not relieved of all duties during meal periods. Moreover, as stated  
9 above, in order to prevent employees from accruing meal period penalties, upon information  
10 and belief, Defendants' management adjusted employee time records to reflect compliant meal  
11 periods, but required them to continue working, time for which they were not paid. In  
12 addition, as stated, Defendants' company-wide timekeeping system prevented Plaintiff and  
13 other non-party Aggrieved Employees from entering time worked during meal periods  
14 because the system locked out Plaintiff and other non-party Aggrieved Employees for a full  
15 30 minutes. Thus, Defendants systematically failed to pay Plaintiff and other non-party  
16 Aggrieved Employees for actual hours worked during unpaid meal periods because these  
17 hours were not always correctly recorded.

18 74. Thus, Defendants did not pay minimum wages for all hours worked by Plaintiff  
19 and other non-party Aggrieved Employees. To the extent that these off-the-clock hours did  
20 not qualify for overtime premium payment, Defendants did not pay at least minimum wages  
21 for those hours worked off-the-clock in violation of California Labor Code sections 1182.12,  
22 1194, 1197, and 1198.

23 75. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees  
24 minimum wages violates California Labor Code sections 1182.12, 1194, 1197, and 1198.  
25 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil  
26 penalties pursuant to Labor Code sections 2699(a), (f), and (g).

27 //

28 //

**FAILURE TO PROVIDE AND RECORD MEAL PERIODS**  
**VIOLATION OF LABOR CODE SECTIONS 226.7, 512(a), 516, AND 1198**

76. At all relevant times herein set forth, the applicable IWC Wage Order and California Labor Code sections 226.7, 512(a), 516, and 1198 were applicable to Plaintiff's and non-party Aggrieved Employees' employment by Defendants.

77. At all relevant times herein set forth, California Labor Code section 512(a) provides that an employer may not require, cause, or permit an employee to work for a period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

78. At all relevant times herein set forth, California Labor Code sections 226.7, 512(a), 516, and 1198 provide that no employer shall require an employee to work during any meal period mandated by an applicable order of the IWC.

79. At all relevant times herein set forth, Labor Code sections 226.7, 512(a), 1198, and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

80. First, during the relevant time period, as stated, Defendants had, and continue to have, company-wide policies and/or practices of understaffing their locations (including adopting a single-staffing model for some of their positions), which, combined with assigning heavy workloads and a failure to adhere to a schedule for meal periods, has resulted in a lack of adequate meal period coverage and prevented Plaintiff and other non-party Aggrieved Employees from taking all timely, uninterrupted meal periods to which they were entitled. As

1 a result, Plaintiff and other non-party Aggrieved Employees had to work through all or part of  
2 their meal periods, had their meal periods interrupted, and/or had to wait extended periods of  
3 time before taking meal periods. For example, on several occasions, Plaintiff was the only  
4 employee scheduled to work in the snack bar and had her meal periods interrupted and/or cut  
5 short in order to assist with customer orders or retrieve inventory.

6 81. Second, as stated, on information and belief, because Defendants frowned upon  
7 employees accruing meal period penalties, Defendants' management adjusted employee time  
8 records, regardless of whether they had received a compliant meal period or not, in order to  
9 strictly limit meal penalties that would need to be paid by Defendants. For example,  
10 Defendants' management changed Plaintiff's time sheets to record that she had received  
11 compliant meal periods on shifts when she had not, in fact, received these timely meal  
12 periods.

13 82. Third, as stated, Defendants' company-wide timekeeping system prevented  
14 Plaintiff and other non-party Aggrieved Employees from recording all hours worked when  
15 their meal periods were shortened or interrupted, because the system locked out Plaintiff and  
16 other non-party Aggrieved Employees once they clocked out for a meal period, and would not  
17 permit them to clock back in from a meal period before 30 minutes had elapsed. For example,  
18 Plaintiff was unable to record when her meal periods were interrupted or cut short to assist  
19 with customer orders.

20 83. Fourth, as stated, Defendants maintained and implemented a company-wide on-  
21 premises meal period policy, which required that Plaintiff and other non-party Aggrieved  
22 Employees remain on Defendants' premises during their meal periods. Because Plaintiff and  
23 other non-party Aggrieved Employees were restricted from leaving the premises during meal  
24 periods, they were denied the ability to use their meal periods freely for their own purposes,  
25 such as running personal errands. Thus, Defendants effectively maintained control over  
26 Plaintiff and other non-party Aggrieved Employees during meal periods.

27 84. Fifth, Defendants did not provide other non-party Aggrieved Employees with  
28 second 30-minute meal periods on days that they worked in excess of ten (10) hours in one

1 day. Plaintiff and other non-party Aggrieved Employees did not sign valid meal period  
2 waivers on days that they were entitled to meal periods and were not relieved of all duties.

3 85. At all times herein mentioned, Defendants knew or should have known that, as  
4 a result of these policies, Plaintiff and other non-party Aggrieved Employees were prevented  
5 from being relieved of all duties and required to perform some of their assigned duties during  
6 meal periods. Defendants further knew or should have known that Defendants did not pay  
7 Plaintiff and other non-party Aggrieved Employees meal period premiums when meal periods  
8 were late, interrupted, shortened, or missed.

9 86. Moreover, Defendants engaged in a company-wide practice and/or policy of  
10 not paying meal period premiums owed when compliant meal periods are not provided.  
11 Because of this practice and/or policy, Plaintiff and other non-party Aggrieved Employees  
12 have not received premium pay for missed, late, and interrupted meal periods. Alternatively,  
13 to the extent that Defendants did pay other non-party Aggrieved Employees for missed, late,  
14 and interrupted meal periods, Defendants did not pay other non-party Aggrieved Employees at  
15 the correct rate of pay for premiums because Defendants systematically failed to include all  
16 forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms  
17 of remuneration, in the regular rate of pay.

18 87. Defendants' conduct violates the applicable IWC Wage Order, and California  
19 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and other non-party Aggrieved  
20 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections  
21 558 and/or 2699(a), (f), and (g).

## 22 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**

### 23 **VIOLATION OF LABOR CODE SECTIONS 226.7, 516, AND 1198**

24 88. At all relevant times herein set forth, the applicable IWC Wage Order and  
25 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and other  
26 non-party Aggrieved Employees' employment by Defendants.

27 89. At all relevant times, the applicable IWC Wage Order provides that "[e]very  
28 employer shall authorize and permit all employees to take rest periods, which insofar as

1 practicable shall be in the middle of each work period” and that the “rest period time shall be  
2 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)  
3 hours or major fraction thereof” unless the total daily work time is less than three and one-half  
4 (3 ½) hours.

5 90. At all relevant times, California Labor Code section 226.7 provides that no  
6 employer shall require an employee to work during any rest period mandated by an applicable  
7 order of the California IWC. To comply with its obligation to authorize and permit rest  
8 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an  
9 employer must “relinquish any control over how employees spend their break time, and  
10 relieve their employees of all duties—including the obligation that an employee remain on  
11 call. A rest period, in short, must be a period of rest.” *Augustus v. ABM Security Services,*  
12 *Inc.*, 2 Cal. 5th 257, 273 (2016).

13 91. Pursuant to the applicable IWC Wage Order and California Labor Code section  
14 226.7(c), Plaintiff and other non-party Aggrieved Employees are entitled to recover from  
15 Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a  
16 required rest period was not authorized and permitted.

17 92. During the relevant time period, Defendants regularly failed to authorize and  
18 permit Plaintiff and other non-party Aggrieved Employees to take a ten (10) minute rest  
19 period per each four (4) hour period worked or major fraction thereof. As with meal periods,  
20 Defendants’ company-wide practices and/or policies, including understaffing and/or single  
21 staffing while assigning heavy workloads, prevented Plaintiff and other non-party Aggrieved  
22 Employees from being relieved of all duty to take rest periods. Additionally, Defendants  
23 failed to adhere to a schedule for rest periods, which, coupled with Defendants’ failure to  
24 provide adequate rest period coverage, further led to Plaintiff and other non-party Aggrieved  
25 Employees not being authorized and permitted to take rest periods.

26 93. Furthermore, upon information and belief, Defendants maintained and  
27 implemented a company-wide on-premises rest period policy, which effectively required that  
28 Plaintiff and other non-party Aggrieved Employees remain on the premises during their rest

1 periods. Because Plaintiff and other non-party Aggrieved Employees were restricted from  
2 leaving Defendants' premises during rest periods, they were denied the ability to use their rest  
3 periods freely for their own purposes, such as running personal errands. Thus, Defendants  
4 effectively maintained control over Plaintiff and other non-party Aggrieved Employees during  
5 rest periods.

6 94. As a result of Defendants' practices and policies, Plaintiff and other non-party  
7 Aggrieved Employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in  
8 excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they  
9 were entitled. For example, Plaintiff missed her rest periods three (3) times per week due to the  
10 lack of coverage. When Plaintiff was able to take her rest periods, they were interrupted by her  
11 manager requesting that she assist with customer orders.

12 95. Defendants have also engaged in a company-wide practice and/or policy of not  
13 paying rest period premiums owed when rest periods are not authorized and permitted.  
14 Because of this practice and/or policy, Plaintiff and other non-party Aggrieved Employees  
15 have not received premium pay for all missed rest periods. Alternatively, to the extent that  
16 Defendants did pay other non-party Aggrieved Employees one (1) additional hour of premium  
17 pay for missed rest periods, Defendants did not pay other non-party Aggrieved Employees at  
18 the correct rate of pay for premiums because Defendants failed to include all forms of  
19 compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of  
20 remuneration, in the regular rate of pay.

21 96. Accordingly, Defendants failed to authorize and permit all compliant rest  
22 periods and failed to pay the full rest period premiums due. Defendants' conduct violates the  
23 applicable IWC Wage Order and California Labor Code sections 226.7, 516, and 1198.  
24 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil  
25 penalties pursuant to Labor Code sections 558 and/or 2699(a), (f), and (g).

26 **FAILURE TO PROVIDE AND MAINTAIN COMPLIANT WAGE STATEMENTS**  
27 **VIOLATION OF LABOR CODE SECTIONS 226(a), 1174(d), AND 1198**

28 97. At all relevant times herein, California Labor Code section 226(a) provides that

1 every employer shall furnish each of his or her employees an accurate and complete itemized  
2 wage statement in writing, including, but not limited to, the name and address of the legal  
3 entity that is the employer, the inclusive dates of the pay period, total hours worked, and all  
4 applicable rates of pay.

5 98. During the relevant time period, Defendants have knowingly and intentionally  
6 provided Plaintiff and other non-party Aggrieved Employees with uniform, incomplete, and  
7 inaccurate wage statements. For example, Defendants issued uniform wage statements to  
8 Plaintiff and other non-party Aggrieved Employees that fail to correctly list: gross wages  
9 earned; total hours worked; net wages earned; and all applicable hourly rates in effect during  
10 the pay period, including rates of pay for overtime wages and/or meal and rest period  
11 premiums, and the corresponding number of hours worked at each hourly rate. Specifically,  
12 Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

13 99. Because Defendants did not record the time Plaintiff and other non-party  
14 Aggrieved Employees spent working off-the-clock and deducted time from their records for  
15 meal periods that were interrupted and/or missed (and therefore time for which they should have  
16 been paid), Defendants did not list the correct amount of gross wages and net wages earned by  
17 Plaintiff and other non-party Aggrieved Employees in compliance with section 226(a)(1) and  
18 section 226(a)(5), respectively. For the same reason, Defendants failed to accurately list the  
19 total number of hours worked by Plaintiff and other non-party Aggrieved Employees, in  
20 violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect  
21 during the pay period and the corresponding accurate number of hours worked at each hourly  
22 rate, in violation of section 226(a)(9).

23 100. Additionally, because Defendants did not calculate other non-party Aggrieved  
24 Employees' regular rate of pay correctly for purposes of paying overtime wages and/or meal  
25 and rest period premiums, Defendants did not list the correct amount of gross wages in  
26 compliance with section 226(a)(1) and did not list the correct amount of net wages in violation  
27 of section 226(a)(5). Defendants also failed to correctly list all applicable hourly rates in  
28 effect during the pay period, namely, correct rates of pay for overtime wages and/or meal and

1 rest period premiums, in violation of section 226(a)(9).

2 101. The wage statement deficiencies also include, among other things, failing to list  
3 the number of piece-rate units earned and any applicable piece rate if the employee is paid on  
4 a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period  
5 for which aggrieved employees were paid; failing to list the name of the employee and only  
6 the last four digits of his or her social security number or an employee identification number  
7 other than a social security number; failing to list the name and address of the legal entity that  
8 is the employer; and/or failing to state all hours worked as a result of not recording or stating  
9 hours worked off-the-clock.

10 102. California Labor Code section 1174(d) provides that “[e]very person employing  
11 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees  
12 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the  
13 plants or establishments at which employees are employed, payroll records showing the hours  
14 worked daily by and the wages paid to, and the number of piece-rate units earned by and any  
15 applicable piece rate paid to, employees employed at the respective plants or  
16 establishments . . . .” Labor Code section 1174.5 provides that employers are subject to a  
17 \$500 civil penalty if they fail to maintain accurate and complete records as required by section  
18 1174(d). At all relevant times, and in violation of Labor Code section 1174(d), Defendants  
19 willfully failed to maintain accurate payroll records for Plaintiff and other non-party Aggrieved  
20 Employees showing the daily hours they worked and the wages paid thereto as a result of failing  
21 to record the off-the-clock hours that they worked.

22 103. California Labor Code section 1198 provides that the maximum hours of work  
23 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as  
24 set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he  
25 employment of any employees for longer hours than those fixed by the order or under  
26 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC  
27 Wage Order, employers are required to keep accurate time records showing when the  
28 employee begins and ends each work period and meal period. During the relevant time

1 period, Defendants engaged in company-wide practices and/or policies of failing to record  
2 actual hours worked (including falsifying time records by recording that compliant meal  
3 periods were taken regardless of if or when meal periods were actually taken), and thereby  
4 failed, on a company-wide basis, to keep accurate records of work period and meal period  
5 start and end times for Plaintiff and other non-party Aggrieved Employees, in violation of  
6 section 1198. Furthermore, in light of Defendants' failure to provide other non-party  
7 Aggrieved Employees with second 30-minute meal periods to which they were entitled,  
8 Defendants kept no records of meal start and end times for second meal periods.

9 104. Defendants' conduct violates California Labor Code 226(a), 1174(d), and 1198.  
10 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil  
11 penalties pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (g).

#### 12 **FAILURE TO PAY WAGES DURING EMPLOYMENT**

#### 13 **VIOLATION OF LABOR CODE SECTION 204**

14 105. At all relevant times herein set forth, California Labor Code section 204  
15 requires that all wages earned by any person in any employment between the 1st and the 15th  
16 days, inclusive, of any calendar month, other than those wages due upon termination of an  
17 employee, are due and payable between the 16th and the 26th day of the month during which  
18 the labor was performed. Labor Code section 204 further provides that all wages earned by  
19 any person in any employment between the 16th and the last day, inclusive, of any calendar  
20 month, other than those wages due upon termination of an employee, are due and payable  
21 between the 1st and the 10th day of the following month.

22 106. At all relevant times herein, California Labor Code section 204 also requires  
23 that all wages earned for labor in excess of the normal work period shall be paid no later than  
24 the payday for the next regular payroll period. Alternatively, at all relevant times herein,  
25 Labor Code section 204 provides that the requirements of this section are deemed satisfied by  
26 the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not  
27 more than seven (7) calendar days following the close of the payroll period.

28 107. During the relevant time period, Defendants willfully failed to pay Plaintiff and

1 other non-party Aggrieved Employees all wages due to them within any time period specified  
2 by California Labor Code section 204 including, but not limited to, overtime wages, minimum  
3 wages, meal and rest period premiums, and/or reporting time pay.

4 108. Plaintiff and other non-party Aggrieved Employees are therefore entitled to  
5 recover civil penalties pursuant to Labor Code sections 210 and/or 2699(a), (f), and (g).

6 **FAILURE TO PAY WAGES UPON TERMINATION**

7 **VIOLATION OF LABOR CODE SECTIONS 201 AND 202**

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

15 110. Defendants willfully failed to pay Plaintiff and other non-party Aggrieved  
16 Employees who are no longer employed by Defendants the earned and unpaid wages set forth  
17 above, including but not limited to, overtime wages, minimum wages, meal and rest period  
18 premiums, vested vacation wages, and/or reporting time pay, either at the time of discharge, or  
19 within seventy-two (72) hours of their leaving Defendants' employ.

20 111. Defendants' failure to pay Plaintiff and those non-party Aggrieved Employees  
21 who are no longer employed by Defendants their wages earned and unpaid at the time of  
22 discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates  
23 Labor Code sections 201 and 202. Plaintiff and other non-party Aggrieved Employees are  
24 therefore entitled to recover civil penalties pursuant to Labor Code sections 256 and/or  
25 2699(a), (f), and (g).

26 //

27 //

28 //



1 by the order is unlawful.”

2 116. California Code of Regulations, Title 8, sections 11010(15)(A) and (B) provide  
3 that “[t]he temperature maintained in each work area shall provide reasonable comfort  
4 consistent with industrywide standards for the nature of the process and the work  
5 performed . . . . If excessive heat or humidity is created by the work process, the employer shall  
6 take all feasible means to reduce such excessive heat or humidity to a degree providing  
7 reasonable comfort.” California law requires an employer to endeavor to provide a safe and  
8 healthy workplace (Cal. Code Regs. tit. 8, § 3203). Moreover, California Labor Code section  
9 6720 required the California Division of Occupational Safety and Health (“OSHA”) to propose  
10 an indoor heat illness standard by January 1, 2019; OSHA’s draft standard, as of April 22, 2019,  
11 applies its proposed regulations to “all indoor work areas where the temperature equals or  
12 exceeds 82 degrees Fahrenheit when employees are present.”

13 117. Upon information and belief, Defendants violated California Labor Code section  
14 1198 and California Code of Regulations, Title 8, section 11050(15), because Defendants failed  
15 to maintain a temperature in work areas that provided reasonable comfort consistent with  
16 industry-wide standards for the nature of the process and the work performed and failed to take  
17 all feasible means to reduce excessive heat or humidity to a degree providing reasonable  
18 comfort.

19 118. During the relevant time period, Plaintiff and other non-party Aggrieved  
20 Employees were subjected to excessive heat resulting in temperatures equaling or exceeding 82  
21 degrees Fahrenheit. Defendants failed to provide Plaintiff and other non-party Aggrieved  
22 Employees with reasonable comfort by maintaining the indoor temperature within the range of  
23 industry standards by providing adequate air conditioning, in violation of California Labor Code  
24 section 1198 and IWC Wage Order No. 5-2001, subdivision 15. For example, Plaintiff and  
25 other non-party Aggrieved Employees who worked in Defendants’ snack bars were not  
26 provided with consistent air conditioning or fans, as the snack bar’s air conditioner frequently  
27 broke down, and would be required to work indoors at 90 degrees Fahrenheit or more.

28 119. Accordingly, Defendants failed to maintain, in their work areas, a temperature

1 providing reasonable comfort for their employees, including Plaintiff and other non-party  
2 Aggrieved Employees, in violation of California Labor Code section 1198 and California Code  
3 of Regulations, Title 8, section 11050(15). Plaintiff and other non-party Aggrieved Employees  
4 are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and  
5 (g).

6 **FAILURE TO PAY REPORTING TIME PAY**  
7 **VIOLATION OF LABOR CODE SECTION 1198**

8 120. California Labor Code section 1198 makes it illegal to employ an employee  
9 under conditions of labor that are prohibited by the applicable IWC Wage Order. California  
10 Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the  
11 commission shall be the . . . standard conditions of labor for employees. The employment of  
12 any employee . . . under conditions of labor prohibited by the order is unlawful.”

13 121. California Code of Regulations, Title 8, section 11050(5)(A) provides that  
14 “[e]ach workday an employee is required to report for work and does report, but is not put to  
15 work or is furnished less than half said employee’s usual or scheduled day’s work, the employee  
16 shall be paid for half the usual or scheduled day’s work, but in no event for less than two (2)  
17 hours nor more than four (4) hours, at the employee’s regular rate of pay, which shall not be less  
18 than the minimum wage.” The “primary purpose of the reporting time regulation” is “to  
19 guarantee at least partial compensation for employees who report to work expecting to work a  
20 specified number of hours, and who are deprived of that amount because of inadequate  
21 scheduling or lack of proper notice by the employer.” *Aleman v. AirTouch Cellular*, 209 Cal.  
22 App. 4th 556 (2012).

23 122. Defendants violated California Labor Code section 1198 and California Code of  
24 Regulations, Title 8, section 11050(5)(A), because Defendants failed to pay Plaintiff and other  
25 non-party Aggrieved Employees reporting time pay when they reported to work for their usual  
26 or scheduled shifts, but were put to work for less than half of the usual or scheduled shift. For  
27 example, approximately twice during her employment, Defendants’ managers sent Plaintiff  
28 home before she had an opportunity to work at least half of her scheduled eight (8) hour shift,

1 but on information and belief, Plaintiff was only paid for the time she had worked. Although  
2 Plaintiff and other non-party Aggrieved Employees reported to work based on the schedule that  
3 Defendants provided to them, Defendants would send them home before they had worked at  
4 least half of their scheduled shifts without giving them reporting time pay.

5 123. Accordingly, Plaintiff and other non-party Aggrieved Employees were not  
6 properly compensated with reporting time pay in violation of California Labor Code section  
7 1198 and California Code of Regulations, Title 8, section 11050(5)(A). Plaintiff and other non-  
8 party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor  
9 Code sections 2699(a), (f), and (g).

#### 10 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

##### 11 **VIOLATION OF LABOR CODE SECTION 2802**

12 124. At all times herein set forth, California Labor Code section 2802 provides that an  
13 employer must reimburse employees for all necessary expenditures and losses incurred by the  
14 employee in the performance of his or her job. The purpose of Labor Code section 2802 is to  
15 prevent employers from passing off their cost of doing business and operating expenses on to  
16 their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144  
17 (2014). The applicable wage order, IWC Wage Order No. 5-2001, provides that: "[w]hen tools  
18 or equipment are required by the employer or are necessary to the performance of a job, such  
19 tools and equipment shall be provided and maintained by the employer, except that an employee  
20 whose wages are at least two (2) times the minimum wage provided herein may be required to  
21 provide and maintain hand tools and equipment customarily required by the trade or craft."  
22 IWC Wage Order No. 5-2001 further provides that: "[w]hen uniforms are required by the  
23 employer to be worn by the employee as a condition of employment, such uniforms shall be  
24 provided and maintained by the employer."

25 125. During the relevant time period, Defendants required Plaintiff and other non-  
26 party Aggrieved Employees to purchase supplies necessary for the performance of their duties,  
27 but failed to reimburse them for their out-of-pocket costs. For example, Plaintiff was required  
28 to spend approximately \$75 on office supplies throughout her employment, including pens,

1 highlighters, chalkboard markers, and calendars. Although Defendants required Plaintiff and  
2 other non-party Aggrieved Employees to purchase supplies to carry out their work-related  
3 responsibilities, Defendants failed to reimburse them for their out-of-pocket costs.

4 126. In addition, during the relevant time period, Defendants expected Plaintiff and  
5 other non-party Aggrieved Employees to report to work in clean and presentable uniforms  
6 bearing the company logo and name, including a uniform shirt, but did not provide their  
7 employees with sufficient uniforms to wear for their shifts throughout the week. For example,  
8 Defendants only provided Plaintiff with one (1) uniform shirt at the time of hire. Because  
9 Defendants failed to provide their employees with an adequate number of uniforms in relation to  
10 their scheduled shifts and for the tasks they were required to perform, Plaintiff and other non-  
11 party Aggrieved Employees were forced to wash their uniforms more frequently than they  
12 would otherwise do laundry and incur expenses in doing so. Thus, Defendants failed to  
13 maintain uniforms they required Plaintiff and other non-party Aggrieved Employees to wear  
14 during their shifts and forced them to incur the costs of maintaining employee uniforms.

15 127. Defendants could have provided Plaintiff and other non-party Aggrieved  
16 Employees with the actual equipment required for use on the job, such as office supplies and an  
17 adequate number of uniform items or access to laundering services. Or, Defendants could have  
18 reimbursed employees for their office supplies and laundering expenses or provided a uniform  
19 maintenance allowance. Instead, Defendants passed these operating costs off onto Plaintiff and  
20 other non-party Aggrieved Employees. At all relevant times, Plaintiff did not earn at least two  
21 (2) times the minimum wage.

22 128. Defendants' company-wide policy and/or practice of not reimbursing employees  
23 for expenses necessarily incurred and passing on their operating costs to Plaintiff and other non-  
24 party Aggrieved Employees violates California Labor Code section 2802. Defendants have  
25 intentionally and willfully failed to reimburse Plaintiff and other non-party Aggrieved  
26 Employees for necessary business-related expenses and costs.

27 129. Plaintiff and other non-party Aggrieved Employees are therefore entitled to  
28 recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

1 **REQUEST FOR JURY TRIAL**

2 Plaintiff requests a trial by jury.

3 **PRAYER FOR RELIEF**

4 Plaintiff, on behalf of all other non-party Aggrieved Employees, prays for relief and  
5 judgment against Defendants, jointly and severally, as follows:

6 1. For civil penalties and attorneys' fees in excess of twenty-five thousand dollars  
7 (\$25,000). Plaintiff reserves the right to amend her prayer for relief to seek a different  
8 amount.

9 **As to the First Cause of Action**

10 2. That the Court declare, adjudge and decree that Defendants violated the  
11 following California Labor Code provisions as to Plaintiff and/or other non-party Aggrieved  
12 Employees: 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197,  
13 and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 510, and  
14 1198 (by failing to include all forms of remuneration in the regular rate of pay for purposes of  
15 paying overtime wages and/or meal and rest period premiums); 226.7, 512(a), 516, and 1198  
16 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and  
17 permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage  
18 statements and maintain accurate payroll records); 204 (by failing to timely pay all earned  
19 wages during employment); 201 and 202 (by failing to timely pay all earned wages upon  
20 termination); 227.3 (by failing to pay all vested vacation time upon termination); 1198 and the  
21 applicable IWC Wage Order (by failing to maintain reasonable work temperature); 1198 and  
22 the applicable IWC Wage Order (by failing to provide reporting time pay); and 2802 (by  
23 failing to reimburse business expenses);

24 3. For civil penalties, pursuant to California Labor Code sections 210, 226.3, 256,  
25 558, 1174.5, 2699(a), (f), and (g), for violations of California Labor Code sections 201, 202,  
26 204, 226(a), 226.7, 227.3, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, and 2802;

27 4. For attorneys' fees and costs pursuant to California Labor Code section  
28 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California

1 Labor Code sections 201, 202, 204, 226(a), 226.7, 227.3, 510, 512(a), 516, 1174(d), 1182.12,  
2 1194, 1197, 1198 and 2802;

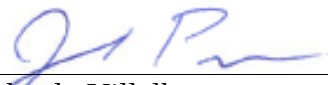
3 5. For pre-judgment and post-judgment interest as provided by law; and

4 6. For such other and further relief as the Court may deem equitable and  
5 appropriate.

6  
7 Dated: February 26, 2024

Respectfully submitted,

8 Capstone Law APC

9  
10 By: 

Orlando Villalba

11 Helga Hakimi

12 Joseph D. Parsons

13 Attorneys for Plaintiff Bernita De La O  
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**EXHIBIT “1”**

JEZZETTE RON  
310.712.8142 Direct  
Jezzette.Ron@capstonelawyers.com

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December 21, 2023

VIA ONLINE SUBMISSION

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

Subject: *Bernita De La O v. Hospitality Team Members, Inc., et al.*

Dear PAGA Administrator:

This office represents Bernita De La O in connection with her claims under the California Labor Code. Ms. De La O was an employee of HOSPITALITY TEAM MEMBERS, INC.; MARRIOTT OWNERSHIP RESORTS, INC.; MARRIOTT RESORTS HOSPITALITY CORPORATION; and/or MARRIOTT VACATIONS WORLDWIDE CORPORATION. For the purposes of this letter, Ms. De La O collectively refers to these entities as (“MVW”).

The employers may be contacted directly at the addresses below:

HOSPITALITY TEAM MEMBERS, INC.  
7812 PALM PARKWAY  
ORLANDO, FL 32836

MARRIOTT OWNERSHIP RESORTS, INC.  
7812 PALM PARKWAY  
ORLANDO, FL 32836

MARRIOTT RESORTS HOSPITALITY  
CORPORATION  
7812 PALM PARKWAY  
ORLANDO, FL 32836

MARRIOTT VACATIONS WORLDWIDE  
CORPORATION  
9002 SAN MARCO COURT  
ORLANDO, FL 32819

Ms. De La O intends to seek civil penalties, attorney’s fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 (“PAGA”). Ms. De La O seeks relief on behalf of herself, the State of California, and other persons who are or were employed by MVW as a non-exempt, hourly paid employee in California and who received at least one wage statement (“aggrieved employees”). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

MVW employed Ms. De La O as an hourly paid, non-exempt employee from approximately May 2023 to September 2023. Ms. De La O worked for MVW as a Food & Beverage Attendant at its

Hyatt Vacation Club at Desert Oasis location in Cathedral City, California. During her employment, Ms. De La O typically worked seven (7) or more hours per day and five (5) or more days per week. Ms. De La O was compensated approximately \$16.50 per hour at the time her employment ended with MVW. Her job duties included, without limitation, taking customer orders, conducting inventory, preparing food, and serving drinks.

MVW committed one or more of the following Labor Code violations against Ms. De La O the facts and theories of which follow, making her an “aggrieved employee” pursuant to California Labor Code section 2699(c):<sup>1</sup>

### **MVW’s Company-Wide and Uniform Payroll and HR Practices**

HOSPITALITY TEAM MEMBERS, INC. is a California corporation. MARRIOTT OWNERSHIP RESORTS, INC. and MARRIOTT VACATIONS WORLDWIDE CORPORATION are Delaware corporations. MARRIOTT RESORTS HOSPITALITY CORPORATION is a South Carolina corporation. Together they operate a global vacation company that offers vacation ownership, exchange, rental and resort property management, along with related businesses, products, and services. Upon information and belief, MVW maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Orlando, Florida, for all non-exempt, hourly paid employees working for MVW in California, including Ms. De La O and other aggrieved employees. At all relevant times, MVW issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. De La O and other aggrieved employees, regardless of their location or position.

Upon information and belief, MVW maintains a centralized Payroll department at its corporate headquarters in Orlando, Florida, which processes payroll for all non-exempt, hourly paid employees working for MVW in California, including Ms. De La O and other aggrieved employees. Further, MVW issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Ms. De La O and other aggrieved employees, irrespective of their location, position, or manner in which each employee’s employment ended. In other words, MVW utilized the same methods and formulas when calculating wages due to Ms. De La O and other aggrieved employees in California.

### **Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime**

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of

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<sup>1</sup> These facts, theories, and claims are based on Ms. De La O’s experience and counsel’s review of those records currently available relating to Ms. De La O’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Ms. De La O reserves the right to supplement this letter with additional facts, theories, and claims if she becomes aware of them subsequent to the submission of this letter.

two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

MVW willfully failed to pay all overtime wages owed to Ms. De La O and other aggrieved employees. During the relevant time period, Ms. De La O and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, during the relevant time period, MVW had a company-wide policy and/or practice of requiring Ms. De La O and other aggrieved employees to perform work off-the-clock before and after their scheduled shifts. For example, prior to starting her shift, MVW required Ms. De La O to assist with work assignments, such as replenishing inventory and assisting with customer orders. Additionally, four (4) times per week, after Ms. De La O clocked out from her shifts, she was required to unload deliveries, which could take up to one (1) hour off-the-clock. Thus, MVW failed to track the time Ms. De La O and other aggrieved employees spent working before or after their scheduled shifts, and Ms. De La O and other aggrieved employees received no compensation for this time.

Second, MVW had, and continues to have, a company-wide policy and/or practice of understaffing its locations, including adopting a single-staffing model for some of its positions, resulting in a failure to provide adequate meal period coverage, because there were too few employees on duty to handle the workload and attend to guests. Because MVW did not employ or staff a sufficient number of employees to meet guest demand, there was no one available to relieve employees needing meal period coverage, and Ms. De La O and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. MVW also had a practice of failing to adhere to a schedule for meal periods, which further caused Ms. De La O and other aggrieved employees to not be relieved of their duties for compliant meal periods. As a result, Ms. De La O and other aggrieved employees worked through meal periods and/or had meal periods cut short or interrupted in order to handle their workloads, time for which they were not paid.

Third, on information and belief, because MVW frowned upon employees accruing meal period penalties, MVW's management adjusted Ms. De La O's and other aggrieved employees' time records to reflect compliant meal periods, regardless of whether they had received a compliant meal period or not, in order to strictly limit meal penalties that MVW would otherwise owe. In addition, MVW's company-wide timekeeping system prevented Ms. De La O and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Ms. De La O and other aggrieved employees once they clocked out for a meal period, and did not permit them to clock back in from a meal period before 30 minutes elapsed. Thus, MVW did not record all hours worked during meal periods and Ms. De La O and other aggrieved employees performed work during meal periods for which they were not paid.

Fourth, during the relevant time period, MVW maintained and implemented a company-wide on-premises meal period policy, which required that Ms. De La O and other aggrieved employees remain on MVW's premises during their meal periods. Because Ms. De La O and other aggrieved employees were restricted from leaving the premises during meal periods, they were denied the ability to use their meal periods freely for their own purposes, such as running personal errands.

Thus, MVW effectively maintained control over Ms. De La O and other aggrieved employees during meal periods.

MVW knew or should have known that as a result of these company-wide practices and/or policies, Ms. De La O and other aggrieved employees were performing assigned duties off-the-clock before and after their shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Ms. De La O and other aggrieved employees worked shifts of eight (8) hours a day or more, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Ms. De La O and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

Furthermore, MVW did not pay other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, MVW paid other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, MVW failed to incorporate all compensation, including incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when other aggrieved employees worked overtime and received these other forms of pay, MVW failed to pay all overtime wages by paying a lower overtime rate than required.

MVW's failure to pay Ms. De La O and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Ms. De La O and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

**Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages**

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 5-2001 as "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." Cal. Code Regs. tit. 8, § 11050(2)(K) (defining "Hours Worked").

As stated, MVW had a company-wide policy and/or practice requiring Ms. De La O and other aggrieved employees to perform work-related tasks while off-the-clock prior to the start of their shifts and after their shifts, including replenishing inventory, assisting with customer orders, and unloading deliveries. MVW failed to track this time Ms. De La O and other aggrieved employees spent working off-the-clock, and Ms. De La O and other aggrieved employees received no compensation for this time.

Furthermore, as stated, due to MVW's policies and/or practices of understaffing and/or single-staffing, assigning heavy workloads, failing to adhere to a schedule for meal periods, requiring employees to stay on the work premises during meal periods, and subsequent lack of meal coverage, Ms. De La O and other aggrieved employees were forced to work through meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during meal periods. Moreover, as stated above, in order to prevent employees from accruing meal period penalties, upon

information and belief, MVW's management adjusted employee time records to reflect compliant meal periods, but required them to continue working, time for which they were not paid. In addition, as stated, MVW's company-wide timekeeping system prevented Ms. De La O and other aggrieved employees from entering time worked during meal periods because the system locked out Ms. De La O and other aggrieved employees for a full 30 minutes. Thus, MVW systematically failed to pay Ms. De La O and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

Thus, MVW did not pay at least minimum wages for all hours worked by Ms. De La O and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, MVW did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, MVW regularly failed to pay at least minimum wages to Ms. De La O and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Ms. De La O and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

**Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods**

California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

First, during the relevant time period, as stated, MVW had, and continues to have, company-wide policies and/or practices of understaffing and/or single-staffing its locations, which combined with heavy workloads and failure to adhere to a schedule for meal periods, has resulted in a lack of adequate meal period coverage and prevented Ms. De La O and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. As a result, Ms. De La O and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, on several occasions, Ms. De La O was the only employee scheduled to work in the snack bar and had her meal periods interrupted and/or cut short in order to assist with customer orders or retrieve inventory.

Second, as stated, on information and belief, because MVW frowned upon employees accruing meal period penalties, MVW's management adjusted employee time records, regardless of whether they had received a compliant meal period or not, in order to strictly limit meal penalties that would need to be paid by MVW. For example, MVW's management changed Ms. De La O's time sheets to record that she had received compliant meal periods on shifts when she had not, in fact, received these timely meal periods.

Third, as stated, MVW's company-wide timekeeping system prevented Ms. De La O and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Ms. De La O and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period before 30 minutes had elapsed. For example, Ms. De La O was unable to record when her meal periods were interrupted or cut short to assist with customer orders.

Fourth, as stated, MVW maintained and implemented a company-wide on- premises meal period policy, which required that Ms. De La O and other aggrieved employees remain on MVW's premises during their meal periods. Because Ms. De La O and other aggrieved employees were restricted from leaving the premises during meal periods, they were denied the ability to use their meal periods freely for their own purposes, such as running personal errands. Thus, MVW effectively maintained control over Ms. De La O and other aggrieved employees during meal periods.

Fifth, MVW did not provide other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. Ms. De La O and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

At all times mentioned herein, MVW knew or should have known that as a result of its company-wide policies and/or practices, Ms. De La O and other aggrieved employees were prevented from being relieved of all duties and were required to perform some of their assigned duties during meal periods. MVW further knew or should have known that it did not pay Ms. De La O and other aggrieved employees all meal period premiums when meal periods were missed, late, interrupted, and/or shortened.

Furthermore, MVW engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods were not provided. Because of this practice and/or policy, Ms. De La O and other aggrieved employees have not received all premium pay for missed, interrupted, late and/or shortened meal periods. Alternatively, to the extent that MVW did pay other aggrieved employees premium pay for missed, late, interrupted, and/or shortened meal periods, MVW did not pay other aggrieved employees at the correct rate of pay for premiums because MVW systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, MVW failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Ms. De La O and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

**Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods**

California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

During the relevant time period, MVW regularly failed to authorize and permit Ms. De La O and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, MVW's company-wide practices, including understaffing and/or single-staffing while assigning heavy workloads, prevented Ms. De La O and other aggrieved employees from being relieved of all duty in order to take compliant rest periods. MVW also failed to adhere to a schedule for rest periods, which, coupled with MVW's failure to provide adequate rest period coverage, further led to Ms. De La O and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, on information and belief, during the relevant time period, MVW maintained a company-wide on-premises rest period policy, which mandated that Ms. De La O and other aggrieved employees remain on MVW's premises during their rest periods. Because Ms. De La O and other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, MVW effectively maintained control over Ms. De La O and other aggrieved employees during rest periods.

As a result of MVW's practices and policies, Ms. De La O and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, Ms. De La O missed her rest periods three (3) times per week due to the lack of coverage. When Ms. De La O was able to take her rest periods, they were interrupted by her manager requesting that she assist with customer orders.

MVW also has engaged in a company-wide practice and/or policy of not paying all rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Ms. De La O and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that MVW did pay other aggrieved employees one (1) additional hour of premium pay for missed rest periods, MVW did not pay other aggrieved

employees at the correct rate of pay for premiums because MVW failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, MVW failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. De La O and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

**Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records**

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. MVW has not provided Ms. De La O and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, MVW has knowingly and intentionally provided Ms. De La O and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, MVW issued uniform wage statements to Ms. De La O and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages and/or meal and rest period premiums, and the corresponding number of hours worked at each hourly rate. Specifically, MVW violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because MVW did not record the time Ms. De La O and other aggrieved employees spent working off-the-clock and/or deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), MVW did not list the correct amount of gross wages and net wages earned by Ms. De La O and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, MVW failed to accurately list the total number of hours worked by Ms. De La O and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

In addition, because MVW did not calculate other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages and/or meal and rest period premiums, MVW did not list the correct amount of gross wages in compliance with section 226(a)(1) and did not list the correct amount of net wages in violation of section 226(a)(5). MVW also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct rates of pay for overtime wages and/or meal and rest period premiums, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments . . . .” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), MVW willfully failed to maintain accurate payroll records for Ms. De La O and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, MVW engaged in company-wide practices and/or policies of failing to record actual hours worked (including falsifying time records by recording that compliant meal periods were taken regardless if or when meal periods were actually taken), and thereby failed to keep accurate records of work period and meal period start and end times for Ms. De La O and other aggrieved employees in violation of section 1198. Furthermore, in light of MVW’s failure to provide other aggrieved employees with second 30-minute meal periods to which they were entitled, MVW kept no records of meal start and end times for second meal periods.

Because MVW failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. De La O and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Ms. De La O and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Ms. De La O and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

#### **Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment**

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon

termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, MVW failed to pay Ms. De La O and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay, within any time period specified by California Labor Code section 204.

Ms. De La O and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

#### **Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination**

California Labor Code sections 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.

During the relevant time period, MVW willfully failed to pay Ms. De La O and other aggrieved employees who are no longer employed by MVW all their earned wages, including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, vested vacation wages, and/or reporting time pay, either at the time of discharge, or within seventy-two (72) hours of their leaving MVW's employ.

Ms. De La O and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f)-(g).

#### **Violation of California Labor Code § 227.3 – Failure to Pay Vested Vacation Wages**

California Labor Code section 227.3 provides that if a contract of employment or employer policy provides for paid vacations and an employer terminates an employee, all vested vacation shall be paid to the employee at the employee's final rate of pay, in accordance with such contract of employment or employer policy respecting eligibility or time served. Vacation time vests on a pro-rata basis and, upon termination, an employee is entitled to a pro rata share of vested vacation pay. An employer may not require an employee to forfeit earned but unused vacation pay.

MVW had a company-wide policy and practice of failing to pay Ms. De La O and other aggrieved employees all vested vacation wages that were owed to them at the end of their employment, in violation of California Labor Code section 227.3. Specifically, MVW failed to properly calculate

and pay all earned vested vacation time due to the hours Ms. De La O and other aggrieved employees worked off-the-clock pursuant to its company-wide policies and/or practices.

MVW's failure to pay Ms. De La O and other aggrieved employees all vested vacation wages at the end of their employment has caused a forfeiture of vested vacation wages in violation of California Labor Code section 227.3. Ms. De La O and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

**Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11050 Subdivision 15 – Failure to Maintain Work Temperature Providing Reasonable Comfort**

California Labor Code section 1198 dictates that no employer may employ an employee under conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor Code section 1198 further requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

California Code of Regulations, Title 8, sections 11050(15)(A) and (B) provide that “[t]he temperature maintained in each work area shall provide reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed . . . . If excessive heat or humidity is created by the work process, the employer shall take all feasible means to reduce such excessive heat or humidity to a degree providing reasonable comfort.” California law requires an employer to endeavor to provide a safe and healthy workplace (Cal. Code Regs. tit. 8, § 3203). Moreover, California Labor Code section 6720 required the California Division of Occupational Safety and Health (“OSHA”) to propose an indoor heat illness standard by January 1, 2019; OSHA's draft standard, as of April 22, 2019, applies its proposed regulations to “all indoor work areas where the temperature equals or exceeds 82 degrees Fahrenheit when employees are present.”

Upon information and belief, MVW violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(15), because MVW failed to maintain a temperature in work areas that provided reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed and failed to take all feasible means to reduce excessive heat or humidity to a degree providing reasonable comfort.

During the relevant time period, Ms. De La O and other aggrieved employees were subjected to excessive heat resulting in temperatures equaling or exceeding 82 degrees Fahrenheit. MVW failed to provide Ms. De La O and other aggrieved employees with reasonable comfort by maintaining the indoor temperature within the range of industry standards by providing adequate air conditioning, in violation of California Labor Code section 1198 and IWC Wage Order No. 5-2001, subdivision 15. For example, Ms. De La O and other aggrieved employees who worked in MVW's snack bars were not provided with consistent air conditioning or fans, as the snack bar's air conditioner frequently broke down, and would be required to work indoors at 90 degrees Fahrenheit or more. Accordingly, MVW failed to maintain, in its work areas, a temperature providing reasonable comfort for its employees, including Ms. De La O and other aggrieved employees, in violation of California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(15).

Ms. De La O and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

**Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11050 Subdivision 5(A) – Failure to Pay Reporting Time Pay**

California Labor Code section 1198 dictates that no employer may employ an employee under conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor Code section 1198 further requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

California Code of Regulations, Title 8, section 11050(5)(A) provides that “[e]ach workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee’s usual or scheduled day’s work, the employee shall be paid for half the usual or scheduled day’s work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee’s regular rate of pay, which shall not be less than the minimum wage.” The “primary purpose of the reporting time regulation” is “to guarantee at least partial compensation for employees who report to work expecting to work a specified number of hours, and who are deprived of that amount because of inadequate scheduling or lack of proper notice by the employer.” *Aleman v. AirTouch Cellular*, 209 Cal. App. 4th 556 (2012).

During the relevant time period, MVW violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(5)(A), because MVW failed to pay Ms. De La O and other aggrieved employees reporting time pay when they reported to work for their scheduled shift but were put to work for less than half of the usual or scheduled day’s work.

MVW had a company-wide practice of sending Ms. De La O and other aggrieved employees home early from their shifts, including before they had worked at least half of their usual or scheduled shift, but would not pay Ms. De La O and other aggrieved employees for half of their usual or scheduled shift. For example, approximately twice during her employment, MVW’s managers sent Ms. De La O home before she had an opportunity to work at least half of her scheduled eight (8) hour shift, but on information and belief, Ms. De La O was only paid for the time she had worked. Although Ms. De La O and other aggrieved employees would report to work based on the schedule that MVW provided to them, MVW would send them home before they had worked at least half of their usual or scheduled shifts without giving them reporting time pay.

Accordingly, Ms. De La O and other aggrieved employees were not properly compensated with reporting time pay in violation of California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(5)(A).

Ms. De La O and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

**Violation of California Labor Code § 2802 – Unreimbursed Business Expenses**

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan’s Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 5-2001, provides that: “[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools

and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.” IWC Wage Order No. 5-2001 further provides that: “[w]hen uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer.”

First, during the relevant time period, MVW required Ms. De La O and other aggrieved employees to purchase supplies necessary for the performance of their duties, but failed to reimburse them for their out-of-pocket costs. For example, Ms. De La O was required to spend approximately \$75 on office supplies throughout her employment, including pens, highlighters, chalkboard markers, and calendars. Although MVW required Ms. De La O and other aggrieved employees to purchase supplies to carry out their work-related responsibilities, MVW failed to reimburse them for their out-of-pocket costs.

Second, during the relevant time period, MVW expected Ms. De La O and other aggrieved employees to report to work in clean and presentable uniforms bearing the company logo and name, including a uniform shirt, but did not provide its employees with sufficient uniforms to wear for their shifts throughout the week. For example, MVW only provided Ms. De La O with one (1) uniform shirt at the time of hire. Because MVW failed to provide its employees with an adequate number of uniforms in relation to their scheduled shifts and for the tasks they were required to perform, Ms. De La O and other aggrieved employees were forced to wash their uniforms more frequently than they would otherwise do laundry and incur expenses in doing so. Thus, MVW failed to maintain uniforms they required Ms. De La O and other aggrieved employees to wear during their shifts and forced them to incur the costs of maintaining employee uniforms.

MVW could have provided Ms. De La O and other aggrieved employees with the actual equipment for use on the job, such as office supplies and an adequate number of uniform items or access to laundering services. Or MVW could have reimbursed employees for office supplies and laundering expenses or provided a uniform maintenance allowance. Instead, MVW passed these operating costs off onto Ms. De La O and other aggrieved employees. At all relevant times, Ms. De La O did not earn at least two (2) times the minimum wage.

Thus, MVW had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Ms. De La O and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

#### **California Labor Code § 558(a)**

California Labor Code section 558(a) provides “[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid . . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid . . . .” Labor Code section 558(c) provides that “[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.” MVW, at all relevant times, was an employer or person acting on behalf of an employer(s) who

violated Ms. De La O's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Ms. De La O seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Ms. De La O, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for herself, all other aggrieved employees, and the State of California against MVW for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 227.3, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

Therefore, on behalf of all aggrieved employees, Ms. De La O seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

### **Pre-Litigation Demand**

This notice shall further serve as Ms. De La O's reasonable attempt to settle her dispute with MVW prior to litigation. Pursuant to *Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to inform MVW of Ms. De La O's aforementioned grievances and the proposed remedies as detailed below, while affording MVW a reasonable opportunity to satisfy Ms. De La O's demands.

Demand is hereby made that MVW shall, within 30 calendar days of this notice, agree, in writing to the following corrective actions:

1. MVW shall pay Ms. De La O and all other aggrieved employees employed by MVW at any time during the past three years from the date of this notice unpaid wages and compensation for the above-referenced violations.
2. MVW shall comply with all California labor laws and ensure that its non-exempt employees are paid overtime wages and minimum wages for all hours worked and provided lawful meal and rest periods.
3. MVW shall conduct a survey or interview all current and former aggrieved employees in California who worked for MVW in the past three years to obtain information from them regarding the above-referenced violations, including, but not limited to: the number of meal periods which were not provided, the number of rest periods which were not authorized and permitted, and the number of employees who were required to pay for office supplies, uniform maintenance, or other expenditures in the discharge of their duties, with the investigation to be completed within 60 days.
4. MVW shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not provided one or more meal periods, as required by Labor Code sections 226.7, 512(a), 516, and 1198. MVW also shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not authorized and permitted one or more rest periods, as required by Labor Code sections 226.7, 516, and 1198.

5. MVW shall pay former aggrieved employees their vested vacation wages at their final rate of pay, in accordance with such contract of employment or employer policy respecting eligibility or time served, as required by Labor Code section 227.3.
6. MVW shall pay accrued legal interest to Ms. De La O and all aggrieved employees at the rate of 10% per annum for said unpaid wages.
7. MVW shall provide Ms. De La O and all aggrieved employees employed by MVW at any time during the past three years from the date of this notice corrected wage statements that include the requisite information set forth in Labor Code section 226(a).
8. MVW shall pay waiting time penalties, equal to 30 days of pay, to Ms. De La O and each former aggrieved employee who was not paid all wages due as described herein.
9. MVW shall maintain a temperature in work areas that provide reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed and take all feasible means to reduce excessive heat to a degree providing reasonable comfort, as required by California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(15).
10. MVW shall provide aggrieved employees who are required to report for work and do report but are not put to work or are furnished less than half their usual or scheduled day's work, with pay for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the aggrieved employee's regular rate of pay.
11. MVW shall reimburse those aggrieved employees who were required to pay for any business expenses incurred for MVW's benefit, including, but not limited to, costs of office supplies, uniform maintenance, or other expenditures, as required by Labor Code section 2802.
12. MVW shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code sections 2698, *et seq.*, including, but not limited to, penalties under Labor Code sections 210, 226.3, 256, 558, 1174.5, 1197.1, and 2699, and IWC Wage Order No. 5-2001, section 20.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Jezzette Ron  
Capstone Law APC  
1875 Century Park East, Suite 1000  
Los Angeles, CA 90067  
(310) 556-4811

Best Regards,

A handwritten signature in black ink, appearing to read "J. Ron". The signature is stylized with a large, looped "J" and a cursive "Ron".

Jezzette Ron

Copy: HOSPITALITY TEAM MEMBERS, INC. (via U.S. Certified Mail); MARRIOTT OWNERSHIP RESORTS, INC. (via U.S. Certified Mail); MARRIOTT RESORTS HOSPITALITY CORPORATION (via U.S. Certified Mail); MARRIOTT VACATIONS WORLDWIDE CORPORATION (via U.S. Certified Mail)

Capstone Law, APC  
1875 Century Park, East, 1000  
Los Angeles, CA. 90067



7022 2410 0000 2406 1085

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MEMBERS, INC.  
7812 PALM PARKWAY  
ORLANDO, FL 32836

SENDER, COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
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A. Signature

X

☐ Agent  
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C. Date of Delivery

Is delivery address different from item 1? ☐ Yes  
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HOSPITALITY TEAM  
MEMBERS, INC.  
7812 PALM PARKWAY  
ORLANDO, FL 32836



9590 9402 7690 2122 7194 37

2. Article Number (Transfer from service label)

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10/26/2020  
HOSPITALITY TEAM

HOSPITALITY TEAM  
MEMBERS, INC.  
7812 PALM PARKWAY  
ORLANDO, FL 32836

PS Form 3800, April 2015 PSN 7530-02-000-9053

Capstone Law, APC  
1875 Century Park, East, 1000  
Los Angeles, CA 90067



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MARRIOTT  
OWNERSHIP  
RESORTS, INC.  
7812 PALM PARKWAY  
ORLANDO, FL 32836

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- Print your name and address on the reverse

MARRIOTT  
OWNERSHIP  
RESORTS, INC.  
7812 PALM PARKWAY  
ORLANDO, FL 32836



9590 9402 7690 2122 7194 20

7022 2410 0000 2406 1092

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Received by (Printed Name)

☐ Agent  
☐ Addressee

C. Date of Delivery

Is delivery address different from item 17?  
If YES, enter delivery address below: ☐ Yes ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Mail Restricted Delivery

Domestic Return Receipt

7022 2410 0000 2406 1092

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For delivery information, visit our website at www.usps.com®.

Certified Mail Fee

De v o v.

Signature of Addressee (Printed Name)

HOSPITALITY

MARRIOTT  
OWNERSHIP  
RESORTS, INC.  
7812 PALM PARKWAY  
ORLANDO, FL 32836

PS Form 3800, April 2015 PSN 7530-02-000-9053

Send Receipt to the addressee

Capstone Law, APC  
1875 Century Park, East, 1000  
Los Angeles, CA. 90067



7022 2410 0000 2406 1276

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Delivery Point  
Signature Required  
Signature  
Date  
Time

MARRIOTT RESORTS  
HOSPITALITY  
CORPORATION  
7812 PALM PARKWAY  
ORLANDO, FL 32836

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

MARRIOTT RESORTS  
HOSPITALITY  
CORPORATION  
7812 PALM PARKWAY  
ORLANDO, FL 32836



PS Form 3811, July 2010 PSN 7530-02-000-6053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Received by (Printed Name)

□ Agent  
□ Addressee

Is delivery address different from item 1? ☐ Yes ☐ No  
If YES, enter delivery address below:

1. Service Type
- ☐ Adult Signature
  - ☐ Adult Signature Restricted Delivery
  - ☒ Certified Mail
  - ☐ Certified Mail Restricted Delivery
  - ☐ Collect on Delivery
  - ☐ Collect on Delivery Restricted Delivery
  - ☐ Priority Mail Express
  - ☐ Registered Mail™
  - ☐ Registered Mail Restricted Delivery
  - ☐ Signature Confirmation™
  - ☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt

7022 2410 0000 2406 1276

2022 2410 0000 2406 1078



**MARRIOTT VACATIONS  
WORLDWIDE  
CORPORATION  
9002 SAN MARCO COURT  
ORLANDO, FL 32819**

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Continued from p. 10

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1405, 1911, 1914

| Product   | Price |
|-----------|-------|
| Product A | 10    |
| Product B | 20    |
| Product C | 30    |
| Product D | 40    |
| Product E | 50    |
| Product F | 60    |
| Product G | 70    |
| Product H | 80    |
| Product I | 90    |
| Product J | 100   |

MARRIOTT VACATIONS  
WORLDWIDE  
CORPORATION  
9002 SAN MARCO COURT  
ORLANDO, FL 32819

SENDER: COMPLETE THIS SECTION

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**MARRIOTT VACATIONS  
WORLDWIDE  
CORPORATION  
9002 SAN MARCO COURT  
ORLANDO, FL 32819**

9590 9402 7690 2122 7194 06

2. Article Number (Transfer from previous issue)

207 9042 0000 0142 2202

PS Form 3811, July 2020 PSN 7530-02-000-9063

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Received by Printed Name

Date of Delivery

Is delivery address different from item 1? ☐ Yes ☐ No  
If YES, enter delivery address below:

Service Type

Adult Signature \_\_\_\_\_

**Certified Member**

Certified Mail Restricted Delivery

☐ Collect on Delivery  
☐ Delivery Restricted Date☐ Priority Mail Express®

☐ Registered Mail™

☐ **Free Home Delivery**☐ Signature Confirmation™

**Restricted Delivery**

**Restricted Delivery**

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## SENDER: COMPLETE THIS SECTION

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- Print your name and address on the reverse so that we can return the card to you.

**HOSPITALITY TEAM  
MEMBERS, INC.  
7812 PALM PARKWAY  
ORLANDO, FL 32836**



9590 9402 7690 2122 7194 37

2. Article Number (Transfer from service label)

7022 2410 0000 2406 1085

PS Form 3811, July 2020 PSN 7530-02-000-9053

## COMPLETE THIS SECTION ON DELIVERY

## A. Signature

X

☐ Agent☐ Addressee

Received by (Printed Name)

Ethan Spencer

C. Date of Delivery

12/27/23

Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below:

☐ No

## 3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt

## SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

**MARRIOTT RESORTS  
HOSPITALITY  
CORPORATION  
7812 PALM PARKWAY  
ORLANDO, FL 32836**



9590 9402 7690 2122 7194 13

2. Article Number (Transfer from service label)

7022 2410 0000 2406 1276

PS Form 3811, July 2020 PSN 7530-02-000-9053

## COMPLETE THIS SECTION ON DELIVERY

## A. Signature

X

☐ Agent☐ Addressee

Received by (Printed Name)

Ethan Spencer

C. Date of Delivery

12/27/23

Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below:

☐ No

## 3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt

## SENDER: COMPLETE THIS SECTION

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- Print your name and address on the reverse so that we can return the card to you.

**MARRIOTT  
OWNERSHIP  
RESORTS, INC.  
7812 PALM PARKWAY  
ORLANDO, FL 32836**



9590 9402 7690 2122 7194 20

2. Article Number (Transfer from service label)

7022 2410 0000 2406 1092

PS Form 3811, July 2020 PSN 7530-02-000-9053

## COMPLETE THIS SECTION ON DELIVERY

## A. Signature

X

☐ Agent☐ Addressee

3. Received by (Printed Name)

Ethan Spencer

C. Date of Delivery

12/27/23

Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below:

☐ No

## 3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt

**SENDER: COMPLETE THIS SECTION**

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- Print your name and address on the reverse so that we can return the card to you.

**MARRIOTT VACATIONS  
WORLDWIDE  
CORPORATION  
9002 SAN MARCO COURT  
ORLANDO, FL 32819**



9590 9402 7690 2122 7194 06

2. Article Number (Transfer from service label)

7022 2410 0000 2406 1078

PS Form 3811, July 2020 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X *Ethan Spencer*

☐ Agent  
☐ Addressee

Received by (Printed Name)

*Ethan Spencer*

C. Date of Delivery

*12/27/23*

Is delivery address different from Item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Restricted Delivery

(over \$500)

Domestic Return Receipt