



March 21, 2024

VIA LWDA WEBSITE

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

Re: *Gloria Rodriguez Vinalaey v. GHM Monterey, LLC, et al.*

To Whom It May Concern:

Please be advised that this law firm represents Gloria Rodriguez Vinalaey in claims for Labor Code violations arising from her employment with GHM Monterey, LLC, Greenwood Hospitality Group, LLC; Greenwood Hospitality Management, LLC and DOES 1 through 100 (collectively “GHM”). Ms. Vinalaey is an “aggrieved employee” as defined by Labor Code Section 2698 *et seq.*, due to GHM’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code Sections 2699.3, which requires aggrieved employees to notify their employer and the Labor & Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated.

GHM employ aggrieved employees in the hotel/hospitality industry. Ms. Vinalaey worked for GHM from approximately 2005 until approximately May 19, 2023. Ms. Vinalaey’s job duties included cleaning and sanitizing the hotel rooms, carrying guests’ suitcases to their rooms, and folding towels/blankets, amongst other general housekeeping duties. Ms. Vinalaey worked approximately five or six days over the course of one week. Her day typically began at 8:30a.m. and ended at varying times of the day based on the amount of work. Ms. Vinalaey’s daily hours worked would range from anywhere between 8 and 10.5 hours per shift depending on how many rooms she was tasked with cleaning on a given day.

For purposes of this letter, the “aggrieved employees” whom Ms. Vinalaey seeks to represent are the other non-exempt employees of GHM who performed work in California for GHM at any time during the four years preceding the date of this letter through the present.

Throughout the duration of Ms. Vinalaey’s employment with GHM, Ms. Vinalaey and other aggrieved employees were not paid for all hours worked as GHM would not accurately keep track of their actual hours worked. Rather, Ms. Vinalaey and other aggrieved employees had a timecard they would utilize to clock in the receptionist’s office. However, upon information and belief, the time records maintained by GHM were not

reflective of the actual number of hours that Ms. Vinalaey and other aggrieved employees actually worked. For example, the hours recorded by GHM did not account for the fact that Ms. Vinalaey and other aggrieved employees frequently arrived approximately one hour before their scheduled start times and continued working approximately one and a half (1.5) hours beyond the recorded end time, and Ms. Vinalaey and other aggrieved employees were not credited for these hours necessarily worked. Additionally, prior to their scheduled start times, Ms. Vinalaey and other aggrieved employees would spend approximately 2-5 minutes waiting in line undergoing security checks. Further, Ms. Vinalaey and other aggrieved employees would often work for at least an hour before clocking in due to the fact that their assigned daily workloads would be far too great to complete by the end of their scheduled shifts. Additionally, at the end of their scheduled shifts, Ms. Vinalaey and other aggrieved employees would be required to clock out on their timecards in the receptionist's office but continue performing work such as: i) folding towels; ii) folding blankets; and iii) waiting for the guests to arrive so they could carry their suitcases to their hotel rooms. Despite GHM's uncontroverted knowledge that they were performing these tasks after being forced to clock out for the day, Ms. Vinalaey and other aggrieved employees were not compensated for this time necessarily worked. Finally, after the conclusion of their shifts, Ms. Vinalaey and other aggrieved employees were made to spend another 2-5 minutes off-the-clock undergoing a security check before being permitted to leave the premises.

Furthermore, Ms. Vinalaey and other aggrieved employees worked overtime hours, but did not receive overtime compensation equal to one and one-half times their regular rates of pay for all overtime hours worked. Upon information and belief, GHM systematically failed to pay overtime compensation due to Ms. Vinalaey and other aggrieved employees when they worked the requisite number of hours to be entitled to such pay. Indeed, Ms. Vinalaey and other aggrieved employees would work from 8:30 a.m. until as late as 7 p.m., far in excess of statutory daily overtime requirements. Despite working more than forty (40) hours per week and over eight (8) hours per shift, Ms. Vinalaey's checks routinely failed to credit her for eighty (80) hours biweekly, much less compensate her for the vast amount of overtime hours that she worked. For example, Ms. Vinalaey's paycheck dated February 24, 2023 states that she worked 77.31 total hours and that she only worked 2 hours overtime. However, this amount grossly understates the amount of overtime hours that Ms. Vinalaey actually worked considering Ms. Vinalaey worked between 8-10.5 hours each day, yet her paycheck only credited her for 2 hours of overtime during the two-week period encompassed in the wage statement. As stated, this is a drastic underrepresentation of the amount of overtime hours that she actually worked considering she and other non-exempt employees routinely worked 2 hours of overtime per shift that went wholly uncompensated. As a result, GHM failed to ensure that Ms. Vinalaey and other aggrieved employees were being paid at least the minimum wage for all hours actually worked, and failed to ensure that Ms. Vinalaey and other aggrieved employees received proper overtime wages for all overtime hours worked.

Ms. Vinalaey and other aggrieved employees were not authorized to take all legally required rest periods free of employer control during the entirety of Ms. Vinalaey's

employment with GHM. Ms. Vinalaey and other aggrieved employees were rarely, if ever, authorized to take a rest period during their 8-10.5-hour shifts. Instead, they would generally be working for the entirety of their shifts outside of the occasions that they were able to take meal periods. Despite GHM's failure to authorize and permit Ms. Vinalaey and other aggrieved employees to take all lawful paid rest periods, due to their uniform and unlawful practices, GHM never provided Ms. Vinalaey and other aggrieved employees with an hour of pay at their regular rate for each rest period violation as required by Labor Code § 226.7. Upon information and belief, GHM maintained no payroll code or mechanism for the payment of rest period premiums in the event Ms. Vinalaey and other aggrieved employees were not authorized to take lawful rest periods.

GHM also did not always provide Ms. Vinalaey and other aggrieved employees with a legally compliant first meal period when they worked shifts in excess of 6.0 hours. Rather, Ms. Vinalaey and other non-exempt employees would frequently not receive meal periods, would have their meal periods shortened due to work demands, and/or have their meal periods interrupted by management with work-related questions and concerns. Further, Ms. Vinalaey and other aggrieved employees were not allowed to leave the premises for their meal periods, thus making them inherently non-compliant. Additionally, even though Ms. Vinalaey and other aggrieved employees worked shifts in excess of 10.0 hours, Ms. Vinalaey and other aggrieved employees rarely, if ever, were permitted to exercise their right to a second meal period. Despite GHM's failure to provide Ms. Vinalaey and other aggrieved employees with all lawful meal periods due to their uniform and unlawful practices, GHM never provided Ms. Vinalaey and other aggrieved employees with an hour of pay at their regular rate for each meal period violation as required by Labor Code § 226.7.

Additionally, GHM forced Ms. Vinalaey to wait several days for her final paycheck, in violation of Labor Code § 201.

As a result of GHM's failure to accurately compensate Ms. Vinalaey and other aggrieved employees for all overtime wages, and failure to provide all required meal periods and authorize all rest periods or pay premium pay in lieu thereof, GHM have maintained inaccurate payroll records, failed to timely pay all wages owed to employees, failed to timely pay employees at the time of their separation of employment, and issued inaccurate wage statements. w

Also, GHM failed to reimburse Ms. Vinalaey and other aggrieved employees for all business expenses.

GHM failed to meet their obligations to provide paid sick leave under Labor Code § 245.5(b) which requires that employers authorize and permit their employees who worked 30 or more days within a year to accrue paid sick leave, and to allow them to exercise paid sick leave on or after their 90th day of employment. Despite meeting all of the statutory requirements for being able to accrue and utilize paid sick leave, GHM failed to provide paid sick leave on those occasions where its employees needed to take a "sick

day” in violation of Labor Code § 245.5(b).

Furthermore, GHM violated Labor Code § 204 by failing to pay Ms. Vinalaey and other aggrieved employees all wages earned at least twice during each calendar month.

Finally, GHM failed to conform to the requirements of Labor Code § 2810.5 by failing to provide Ms. Vinalaey and other aggrieved employees written notices, in the language normally used to communicate employment related information to the employees, containing information regarding their: i) rate(s) of pay and the basis thereof; ii) allowances claimed as part of the minimum wage; iii) regular payday designated by the employer; iv) the legal name of the employer; v) the address of the legal entity that is the employer; vi) the telephone number of the employer; vii) identifying information for the employer’s workers’ compensation insurance carrier; and viii) information informing the employee of their right to accrue and use paid sick leave. Despite maintaining an obligation to provide these disclosures to Ms. Vinalaey and other aggrieved employees, GHM failed to do so, in violation of Labor Code § 2810.5.

As described above, GHM committed the following violations of the Labor Code, and Industrial Welfare Commission Wage Order 5 (“IWC Wage Order 5”):

Minimum Wage Violations

GHM were required to pay Ms. Vinalaey and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. See Labor Code §§ 1182.12, 1194; 1194.2, 1197; Wage Order 5 § 4. As alleged above, GHM maintained and maintain timekeeping policies/practices that regularly, systematically, and impermissibly underreport the hours worked by Ms. Vinalaey and other aggrieved employees. As a result of these policies/practices, which fail to compensate for all hours worked, Ms. Vinalaey and other aggrieved employees were deprived of all required minimum wages.

Overtime Wage Violations

GHM were required to pay Ms. Vinalaey and other aggrieved employees overtime wages for all overtime hours worked. See Labor Code §§ 1194(a) and Wage Order 5. Wage Order 5, § 3 requires an employer to pay overtime wages when an employee’s hours worked cross certain thresholds or meet certain criteria set forth in the Wage Order. At all times relevant herein, GHM caused Ms. Vinalaey and other aggrieved employees to work overtime hours but did not compensate Ms. Vinalaey and other aggrieved employees at one and one-half times their regular rate of pay for such hours.

Meal Period Violations

As alleged above, GHM failed to provide Ms. Vinalaey and other aggrieved employees with all required and compliant meal periods due to GHM’s meal period policies/practices that often fail to provide 30 minute duty-free first meal periods before

the end of the fifth hour of work and 30 minute off-duty second meal periods before the end of the tenth hour of work. *See* Labor Code §§ 226.7 and 512; and Wage Order 5, § 11. As a result, Ms. Vinalaey and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”).

Rest Period Violations

As alleged above, GHM also failed to authorize and permit Ms. Vinalaey and other aggrieved employees to take all required paid rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 5, § 12. As a result, Ms. Vinalaey and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required paid rest periods. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest period is not provided.”)

Failure to Reimburse Necessary Business Expense

GHM was subject to Labor Code § 2802, which states that “an employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.” GHM was subject to Labor Code § 2804, which states that “any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or her personal representative of any right or remedy to which he is entitled under the laws of this State.” As alleged herein, due to GHM’s unlawful reimbursement practices, GHM failed to indemnify Ms. Vinalaey and other aggrieved employees for all necessary business expenses incurred in the performance of their work duties. Ms. Vinalaey and other aggrieved employees were not ever provided any reimbursement for these necessary uses.

Wage Statement Violations

GHM were required to furnish Ms. Vinalaey and other aggrieved employees with complete and accurate itemized wage statements that showed, among other things, their rates of pay, corresponding number of hours worked at each rate of pay, total gross wages earned, and total net wages earned. *See* Labor Code §§ 226(a) and 1174(d); Wage Order

5, § 7. GHM failed to provide accurate wage statements to Ms. Vinalaey and other aggrieved employees in violation of Labor Code § 226.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. GHM failed to timely pay Ms. Vinalaey and other aggrieved employees all of their final wages at the time of separation, which included all overtime wages and all meal and rest period premium wages at the time of aggrieved employees' separation of employment. Pursuant to Labor Code § 203, GHM's failure to pay all final wages due to Ms. Vinalaey and other aggrieved employees was willful and, consequently, entitles Ms. Vinalaey and other aggrieved employees to waiting time penalties equal to one day of wages at their standard hourly rate for each day GHM failed to pay their final wages after their separation from employment, up to a maximum of thirty days.

As an "aggrieved employee," Ms. Vinalaey will initiate a civil action on behalf of herself and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Ms. Vinalaey's own investigation, and on information and belief, GHM committed and continue to commit the following Labor Code violations:

- a. GHM violated Labor Code §§ 551-552, 558, 1182.12, 1194, 1194.2, 1197, and 1198 by failing to pay Ms. Vinalaey and other aggrieved employees the statutory minimum wage for all hours worked;
- b. GHM violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Ms. Vinalaey and other aggrieved employees all overtime compensation earned;
- c. GHM violated Labor Code §§ 226.7, 512, and 1198 by failing to provide meal periods as required by law and failing to pay meal period premiums to Ms. Vinalaey and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations;
- d. GHM violated Labor Code §§ 226.7, 516, and 558 by failing to authorize and permit Ms. Vinalaey and other aggrieved employees to take all required paid rest periods, and/or failing to pay all rest period premiums to Ms. Vinalaey and other aggrieved employees at their respective regular rates of compensation;
- e. GHM violated Labor Code §§ 2802 and 2804 by failing to reimburse Ms. Vinalaey and other aggrieved employees for all work-related expenses incurred;

- f. GHM violated Labor Code § 226 by failing to furnish Ms. Vinalaey and other aggrieved employees with accurate and compliant itemized wage statements;
- g. GHM violated Labor Code §§ 201, 202 and 203 by failing to timely pay all final wages due upon separation of employment to Ms. Vinalaey and other aggrieved employees;
- h. GHM violated Labor Code § 204 by failing to pay Ms. Vinalaey and other aggrieved employees all wages earned at least twice during each calendar month;
- i. GHM violated Labor Code § 245.5 by failing to permit and authorize aggrieved employees to exercise the use of their accrued paid sick leave days;
- j. GHM violated Labor Code §§ 1174 and 1198 by failing to maintain accurate records on behalf of Ms. Vinalaey and other aggrieved employees;
- k. GHM violated Labor Code § 2810.5 by failing to provide legally mandated disclosures and/or written notices regarding the terms of employment of Ms. Vinalaey and other aggrieved employees; and
- l. GHM violated Labor Code §§ 221 and 227.3 by maintaining a policy of requiring unlawful forfeitures by Ms. Vinalaey and other aggrieved employees of vested vacation benefits.

Pursuant to Labor Code Section § 2699.3(a)(2)(A), please notify us and GHM if the LWDA intends to investigate the alleged violations of the Labor Code stated herein. Please contact me should you require additional information.

Very truly yours,
STANSBURY BROWN LAW, PC


Jessica Flores

cc: GHM Monterey, LLC (via certified mail)
cc: Greenwood Hospitality Group, LLC (via certified mail)
cc: Greenwood Hospitality Management, LLC (via certified mail)