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8 *Counsel for Plaintiffs, individually, and on*
9 *behalf of the general public as private attorneys general*

10 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF ORANGE**

12 **DANIEL A. CLARK, individually and on**
13 **behalf of the general public,**

14 **Plaintiffs,**

15 **v.**

16 **CRESCENT HOTELS & RESORTS, LLC.**
17 **A Delaware limited Liability Company; and**
18 **DOES 1 through 50, inclusive,**

19 **Defendants.**

Case No.: 30-2024-01419377-CU-BT-CXC

FIRST AMENDED COMPLAINT

Violation of the Private Attorneys
General Act of 2004, Cal. Lab. Code §
2698, et seq.

20 Plaintiff, Daniel A. Clark (hereinafter "Plaintiff"), individually, and on behalf of the general public
21 as private attorneys general and all other aggrieved employees, by and through his attorneys, hereby brings
22 this First Amended Complaint against Defendant CRESCENT HOTELS & RESORTS, LLC a Delaware
23 limited Liability Company. (hereinafter referred to as "Defendants"), as follows:

24 **I. INTRODUCTION**

- 25 1. Defendants are in the business of operating and managing Hotels and Resorts throughout
26 the state of California.
- 27 2. Upon information and belief Plaintiff's job title was a Bar Back and Busser.
- 28 3. Upon information and belief Plaintiff and other employees were not provided adequate

1 meal and rest breaks in violations of California Labor Codes §226.7, and §510.

2 4. Upon information and belief Plaintiff and other employees were not paid for all hours
3 worked, including minimum wages, in violations of the California Labor Codes §1182.12, §1194, and
4 §1194.2; for which they were entitled to penalties pursuant to Labor Codes §1197, §1197.1.

5 5. Upon information and belief Plaintiff and other employees were not provided with an
6 accurate paystub, in violations of Labor Codes §226, §226.3.

7 6. Upon information and belief Plaintiff and other employees were not paid all their wages at
8 the time of their separation of employment, in violations of Labor Code §201, §202, and §204, and
9 Plaintiffs are entitled to penalties per Labor Code §203.

10 7. Upon information and belief Plaintiff and other employees were not paid all their wages at
11 the time that they were due in violation of Labor Code §210.

12 8. Upon information and belief Plaintiffs were not paid an accurate rate of pay.

13 9. Upon information and belief Plaintiffs were not reimbursed for their Out of Pocket
14 expenses, in violation of Labor Code §2800, and §2802.

15 10. Upon information and belief Plaintiff and other employees were required to share their tips
16 and gratuities with managers, and their wages including gratuities were deducted in violations of Labor
17 codes §221, §223, §351, and §353.

18 11. Upon information and belief Plaintiff and other employees were not compensated for their
19 unused vacation hours, and were not provided proper sick days, in violations of Labor Codes §233, §234,
20 §245 et seq., and §246.

21 12. Upon information and belief, Plaintiff and other employees were not provided with copies
22 of documents that they signed as part of their employment process, and certain documents that they were
23 forced to sign were in violation of their employment rights. California Labor Code §432, §432.5.

24 13. Additionally upon information and belief Plaintiff alleges that Defendants failed to
25 properly keep all their employee files, in violations of Labor Code §1174, §1198, §1198.5 and are entitled
26 to penalties per Labor Code §1174.5.

27 14. The individuals Plaintiff seeks to represent in this action are current and former employees
28 who are similarly situated to themselves in terms of their positions, job duties, pay structure, and

1 Defendants' violations of California law.

2 **II. JURISDICTION AND VENUE**

3 15. This Court has jurisdiction over Plaintiffs' claims for civil penalties under the Private
4 Attorneys General Act ("PAGA"), Cal. Labor Code § 2698, *et seq.*

5 16. Venue is proper in this Court because Defendants employed Plaintiff and other similarly
6 situated employees in Orange County California at various locations throughout the County.

7
8 **III. PARTIES**

9 17. Plaintiff was hired by Defendants on approximately March, 2023 as a non-exempt
10 employee. Plaintiff was paid an hourly rate at all times. Plaintiff's duties were as follows: Helping the
11 Bar tenders, assisting the Servers, and performing general duties assigned to him in the State of
12 California, county of Orange.

13 18. Additional individuals were or are employed by Defendants as hourly employees during
14 the past four years.

15 19. Defendant, CRESCENT HOTELS & RESORTS, LLC, (hereinafter "Crescent") is a
16 Delaware limited liability Company, with employees throughout the State of California.

17 20. Upon information and belief, Defendants employed hundreds of employees in California
18 and other states during the last four years to perform services in Hotels and Resorts.

19 **IV. FACTUAL ALLEGATIONS**

20 1. At all times during the liability period, Crescent has conducted business by providing
21 Hospitality Services in Orange County and elsewhere within California.

22 2. Plaintiff was employed by Defendant as a Bar Back and Busser, in approximately March,
23 2023 until February 20, 2024, as a non-exempt employee. Plaintiff was paid an hourly rate at all times.
24 Plaintiff's duties were as follows: Helping the Bar tenders, assisting the Servers, and performing general
25 duties assigned to him in the State of California, county of Orange.

26 3. Plaintiff work(ed) in non-exempt, non-managerial positions, such as Barback, and Busser,
27 however titled, and similar and incidental positions in California.

1 4. Plaintiff is informed and believes, and based thereon alleges, Defendant currently employs
2 and during the relevant period has employed hundreds of employees in the State of California in non-
3 exempt positions, such as Plaintiff and/or other similar positions.

4 5. Plaintiff is, and at all times pertinent hereto, has been a non-exempt employee within the
5 meaning of the California Labor Code, and the implementing rules and regulations of the IWC California
6 Wage Orders.

7 6. Plaintiff is informed and believes, and based thereon alleges, that non-exempt employees
8 are compensated by an hourly rate and upon information and belief, these employees have not been paid
9 wages for all hours worked.

10 7. In addition, on information and belief Crescent did not compensate Plaintiff with a correct
11 rate of pay.

12 8. In addition, on information and belief Crescent failed to pay Plaintiff overtime for all
13 overtime hours, and failed to pay an accurate overtime rate.

14 9. In addition, as a result of Crescent's policies, as well as productivity requirements and work
15 schedules implemented and enforced by Crescent, Plaintiff was unable to take a proper meal break, and
16 was prohibited from leaving the premises for a lawful net-ten-minute rest period for every four hours
17 worked or major fraction thereof, and/or lawful 30 minute meal breaks for work period of more than five
18 hours per day.

19 10. On information and belief, Crescent did not relieve Plaintiff of all duties during meal and
20 rest periods nor did it relinquish control over how Plaintiff spent his meal and rest break time.

21 11. Plaintiff was not paid one additional hour of pay at the employee's regular rate of pay for
22 each workday that the meal and/or rest period was not provided.

23 12. On information and belief, Defendant knew or should have known that it is improper and
24 unlawful to commit the following acts:

- 25 a. failing to authorize and permit a paid ten-minute rest period for every four hours worked
26 or a major fraction thereof;

- b. failing to authorize and permit a lawful 30 minute meal break for work period of more than five hours per day;
- c. failing to compensate employees with one (1) hour of pay at the regular rate of compensation for each workday that a legally compliant meal or rest period was not provided;
- d. failing to pay all wages due and owing at the time they became due, and upon separation from Defendant's employ;
- e. failing to provide accurate, itemized wage statements;
- f. failing to reimburse business expenditures suffered by employees;
- g. failing to provide copies of documents signed by employees, and to keep all employee records;
- h. forcing employees to sign documents that were not legal in state of California;
- i. failing to pay employees for unused vacations, and failing to provide proper Sick leave;
- j. deducting wages, and requiring tip pooling with managers and supervisors;
- k. failure to pay minimum and overtime wages.

13. Plaintiff is informed and believes, and thereon alleges, that Defendant is and was advised by skilled lawyers and other professionals, employees, and advisors with knowledge of the requirements of California's wage and employment laws. Accordingly, Plaintiff is informed and believes that such violations during the liability periods were willful and deliberate.

V. CAUSES OF ACTION

FIRST CAUSE OF ACTION

Violation of Private Attorneys General Act of 2004, Labor Code § 2698, Et Seq.

(Against all Defendants)

14. Plaintiff incorporates the above allegations as if fully set forth herein.

15. Pursuant to California Labor Code § 2699.3,

(a) A civil action by an aggrieved employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section 2699.5 shall commence only after the following requirements have been met:

1 (1) (A) The aggrieved employee or representative shall give written notice by
2 online filing with the Labor and Workforce Development Agency and by certified
3 mail to the employer of the specific provisions of this code alleged to have been
4 violated, including the facts and theories to support the alleged violation.

5 (2) (A) The agency shall notify the employer and the aggrieved employee or
6 representative by certified mail that it does not intend to investigate the alleged
7 violation within 60 calendar days of the postmark date of the notice received
8 pursuant to paragraph (1). Upon receipt of that notice or if no notice is provided
9 within 65 calendar days of the postmark date of the notice given pursuant to
10 paragraph (1), the aggrieved employee may commence a civil action pursuant to
11 Section 2699.

12 16. On or about April 24, 2024, Plaintiff complied with the notice requirements pursuant to California
13 Labor Code § 2699.3 and gave written notice via online filing and certified mail of the specific provisions
14 alleged to have been violated to the Labor and Workforce Development Agency ("LWDA") and
15 Defendant. A true and correct copy of the notice is attached hereto as **Exhibit A** and incorporated herein
16 by reference. Further on or about August 6, 2025 Plaintiff complied with the notice requirements pursuant
17 to California Labor Code § 2699.3 and gave an amended written notice via online filing and certified mail
18 of the specific provisions alleged to have been violated to the Labor and Workforce Development Agency
19 ("LWDA") and via electronic mail to Defendant's counsel of record.

20 17. Sixty-five (65) days has passed since Plaintiff provided written notice required by Labor Code §
21 2699.3. Therefore, Plaintiff may commence a civil action pursuant to Labor Code § 269.3(a)(1)-(2).

22 18. Plaintiff is an aggrieved employee as defined in Labor Code § 2699(c). Plaintiff brings this action
23 on her own behalf and on behalf of other Aggrieved Employees.

24 19. Plaintiff regularly worked in excess of four hours or major fraction thereof a day without being
25 provided a rest period of not less than 10 minutes in which she was relieved of all duties, as required by
26 California Labor Code §§ 226.7 and Wage Order No. 7-2001. Similarly Plaintiff was not provided with
27 a lawful 30 minuet meal break, in violation of California Labor Code §§ 512 and Wage Order No. 7-
28 2001.

20. As a consequence of productivity requirements and work schedules implemented and enforced
by Defendant, Plaintiff was often unable to take lawful net-ten-minute rest periods and lawful 30 minuet
meal breaks for every five hours worked. As a result of violations of California Labor Code § 226.7;

1 512, and Wage Order No. 7-2001, Defendant is liable for civil penalties pursuant to California Labor
2 Code § 2698 *et seq.*

3 21. Defendant has violated California Labor Code §§ 510, 1194, 1197, 1197.1, and IWC Wage
4 Order 7-2001 by willfully failing to pay for all hours worked, including on information and belief hourly
5 wages for Off-the-clock work. Also by allowing Plaintiff to work through meal and rest periods
6 Defendant failed to pay hourly wages, including minimum wages and overtime wages earned. In
7 addition, the Aggrieved Employees are entitled to liquidated damages equal to unlawfully unpaid
8 minimum wages with interest pursuant to Labor Code § 1194.2. As a result of violations of California
9 Labor Code § 510, 1194, 1197, and Wage Order No. 7-2001, NAF is liable for civil penalties pursuant
10 to California Labor Code § 2698 *et seq.*

11 22. Upon information and belief Plaintiff and other employees were not paid for all hours worked,
12 including minimum wages, in violations of the California Labor Codes §1182.12, §1194, and §1194.2;
13 for which they were entitled to penalties pursuant to Labor Codes §1197, §1197.1.

14 23. Defendant violated Labor code §351 and §353 by splitting Plaintiff's tips with managers and
15 supervisors, and in doing so failed to pay all wages owed to Plaintiff. In addition Defendant deducted
16 employee wages unlawfully in violation of Labor Code §221 and §223.

17 24. Defendant has violated California Labor Code §§ 201, 202, 203 and 204 by willfully failing to pay
18 all compensation due and owing to Plaintiff during his employment and at the time employment was
19 terminated, and to pay wages timely in violation of Labor Code §210. Defendant failed to pay Plaintiff
20 all compensation due upon termination of employment as required under California Labor Code §§ 201
21 and 202, including meal and rest period premium pay and commissions. Accordingly, Defendant has
22 violated California Labor Code §§ 201, 202, 203, and 204. Defendant is liable for civil penalties pursuant
23 to Labor Code § 2698 *et seq.*

24 25. Defendant has violated Labor Code § 226(a) by willfully failing to furnish Plaintiff with accurate,
25 itemized wage statements showing the actual hours worked. As described above, Defendant deliberately
26 failed to pay wages for time worked, failed to apply the bonus earnings to the overtime rate and failed to
27 pay rest period premiums, and, therefore, knew or should have known that the wage statements were
28

1 inaccurate. As a result of violations of California Labor Code § 226(a), Defendant is liable for civil
2 penalties pursuant to California Labor Code §§ 226.3 and 2698 *et seq.*

3 26. Defendant has Violated Labor Code 2800, and 2802 by failing to reimburse business expenditures
4 suffered by Plaintiff which were for the benefit of the employer.

5 27. Defendant has violated Labor Codes § 227.3, 233, §234, §245 *et seq.*, and § 246 for failing to
6 compensate Plaintiff for the unused vacation hours, and to compensate for allowable sick days.

7 28. Plaintiff believes that Defendant required Plaintiff and other employees to sign certain documents,
8 including documents that were not legally bound in California, and that the copies of the documents were
9 not provided to the Plaintiff in violation of Labor Code § 432. Further Plaintiff alleges that Defendant
10 failed to maintain copies of the employee files.

11 29. Further Defendant required Plaintiff and other employees and applicants for employment to agree,
12 in writing, to terms or conditions which it knew was prohibited by law in violation of Labor Code § 432.5.

13 30. Labor Code § 558 provides:

14 "An employer or other person acting on behalf of an employer who violates, or causes to
15 be violated, a section of this chapter or any provision regulating hours and days of work in
16 any order of the Industrial Welfare Commission shall be subject to a civil penalty as
follows:

17 "(1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay
18 period for which the employee was underpaid in addition to an amount sufficient to recover
underpaid wages.

19 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee
20 for each pay period for which the employee was underpaid in addition to an amount
sufficient to recovery underpaid wages."

21 Plaintiff is not claiming any wages under Labor Code § 558.
22

23 31. Pursuant to Labor Code § 551, "Every person employed in any occupation of labor is entitled to
24 one day's rest therefrom in seven." However, Plaintiff and other non-exempt employees in California were
25 on multiple occasions required to work seven days per week and were not given a day of rest in violation
26 of Labor Code §§ 551 and 552.
27
28

1 32. Additionally, upon information and belief Plaintiff alleges that Defendants failed to properly keep
2 all their employee files, in violations of Labor Code §1174, §1198, §1198.5 and are entitled to penalties
3 per Labor Code §1174.5.

4 33. Upon information and belief, Defendant violated Government Code § 12952 by including in the
5 application for employment, before it made a conditional offer of employment to the applicant, a question
6 that sought the disclosure of an applicant's conviction history. Defendant also inquired into or considered
7 the conviction history of applicants, including inquiries regarding an applicant's conviction history on its
8 employment application, before it made a conditional offer of employment to the applicant. Defendant
9 also considered, distributed, and/or disseminated information about arrests not followed by conviction,
10 referral to or participation in a pretrial or posttrial diversion program, and/or convictions that have been
11 sealed, dismissed, expunged, or statutorily eradicated pursuant to law, and/or any convictions for which
12 the convicted person has received a full pardon or has been issued a certificate of rehabilitation.

13 34. Labor Code § 2699(f) provides:

14
15 (f) For all provisions of this code except those for which a civil penalty is specifically
16 provided, there is established a civil penalty for a violation of these provisions, as follows:

17 (1) If, at the time of the alleged violation, the person does not employ one or more
18 employees, the civil penalty is five hundred dollars (\$500).

19 (2) If, at the time of the alleged violation, the person employs one or more employees, the
20 civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for
21 the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay
22 period for each subsequent violation.

23 35. As a direct and proximate result of Defendant's conduct as alleged above, Plaintiff and the
24 Aggrieved Employees are entitled to a civil penalty of at least fifty dollars (\$50) for the initial pay period,
25 and at least one hundred dollars (\$100) for each subsequent pay period for which Defendant violated the
26 Labor Code and applicable Wage Order as alleged herein.

27 36. Pursuant to Labor Code § 2698, *et seq.*, Plaintiff seeks to recover civil penalties only as prescribed
28 by the Labor Code Private Attorneys General Act of 2004 as the representative of the State of California
for the illegal conduct perpetrated on Plaintiff and the Aggrieved Employees.

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EXHIBIT A

LAW OFFICES OF SEAN S. VAHDAT & ASSOCIATES, APLC
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Telephone (949) 496-2011
Facsimile (949) 313-7088

August 6, 2025

Via LWDA Website

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Ste 801
Oakland, CA 94612
<http://www.dir.ca.gov/Private-Attorneys-General-Act>

Via Electronic Mail

rlavi@littler.com

Littler (Counsel for Crescent Hotels & Resorts LLC)
Rachel Lavi, Esq.
2049 Century Park East 5th floor
Los Angeles, CA 90067

Re: LWDA Case no. LWDA-CM-1024263-24
Case No. 30-2024-01419377-CU-BT-CXC

AMENDED NOTICE PURSUANT TO LABOR CODE SECTIONS 2698, *et seq.*

To Whom It May Concern:

PLEASE TAKE NOTICE that plaintiff Daniel A. Clark, individually and on behalf of all others similarly situated and representative, gives NOTICE to amend a civil action pursuant to California Labor Code Sections 2698, *et seq.* Plaintiff hereby gives written notice by certified mail to the Labor and Workforce Development Agency, and via electronic mail to the counsel of record for Crescent Hotels & Resorts, LLC.

Plaintiff hereby attaches a copy of the Amended Complaint to be filed in Orange County Superior Court. All labor provisions, including the California Labor Code, the Wage Orders and the Government Code, as set forth in the Amended Complaint alleged to have been violated pertain to all entities and individuals named in the Complaint, even if not expressly specified.

Please advise within sixty (60) days of the post mark on this letter if the LWDA intends to investigate these claims. Thank you, and if you have any questions, please do not hesitate to contact me.

Very Truly Yours,

A handwritten signature in black ink, appearing to be 'SV' or similar, written in a cursive style.

Sean S. Vahdat

Enclosure: Amended Complaint