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FILED
 Superior Court of California
 County of Los Angeles

04/21/2025

David W. Slayton, Executive Officer / Clerk of Court

By: T. Bivins Deputy

Attorney for Plaintiffs,
 IDANIA DAMARIS CASTRILLO FLORES,
 individually, on behalf of all others similarly
 situated, and on behalf of all aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

IDANIA DAMARIS CASTRILLO FLORES,
 individually, on behalf of all others similarly
 situated, and on behalf of all aggrieved
 employees,

Plaintiff,

v.

M & C HOTEL INTERESTS, INC., a Delaware
 corporation; MILLENNIUM HOTELS AND
 RESORTS, a Hong Leong subsidiary of City
 Development Limited, and DOES 1 through 20,
 inclusive,

Defendants.

CLASS ACTION

Case No. 24STCV25102

Assigned to the Hon. Samantha Jessner, Dept. 7

**SECOND AMENDED COMPLAINT FOR
 DAMAGES**

1. **FAILURE TO PAY WAGES (LABOR CODE §§201, 1194);**
2. **FAILURE TO PAY SICK TIME (CAL. LABOR CODE §246);**
3. **FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS (CAL. LABOR CODE §§226, ET SEQ.);**
4. **LATE PAYMENT PENALTIES (CAL. LABOR CODE §§204, 210);**
5. **PRIVATE ATTORNEY GENERAL ACT (CAL. LABOR CODE §2699, ET SEQ.); AND**
6. **UNFAIR COMPETITION (BUS. & PROF. CODE §17200 ET SEQ.).**

DEMAND OVER \$35,000

DEMAND FOR JURY TRIAL

Action Filed: September 30, 2024

1 PLAINTIFF, IDANIA DAMARIS CASTRILLO FLORES, an individual, on behalf of herself
2 and all other similarly situated employees and all aggrieved employees (hereinafter collectively referred
3 to as "Plaintiffs"), hereby file this Second Amended Complaint against Defendants M & C HOTEL
4 INTERESTS, INC., a Delaware corporation, and DOES 1 through 20 (hereinafter collectively referred
5 to as "Defendants"). Plaintiffs are informed and believe, and thereon allege as follows:

6 7 INTRODUCTION

8 1. This is a civil action seeking recovery for Defendants' violations of the California Labor
9 Code, California Business and Professions Code ("B&PC"), the applicable Wage Orders issued by the
10 California Industrial Welfare Commission (hereinafter, the "IWC Wage Orders") and related common
11 law principles.

12 2. Plaintiffs' action seeks monetary damages and injunctive relief, including full restitution
13 from Defendants as a result of Defendants' unlawful, fraudulent and/or unfair business practices.

14 3. Plaintiffs have filed Private Attorney General Act ("PAGA") notices with the Labor and
15 Workforce Development Agency on September 10, 2024 and September 27, 2024 and seek to recover
16 penalties as a result of Defendants' Labor Code violations.

17 4. The acts complained of herein occurred, occur and will occur, at least in part, within the
18 time period from September 30, 2020, up to and through the time of trial for this matter. This is
19 hereinafter the "Class Period."

20 21 RELEVANT JOB TITLES

22 5. For introductory and general information only (and not to be considered a proposed class
23 definition), the relevant job titles held by the California citizens in this action are Defendants'
24 housekeeper employees who are paid on an hourly basis (hereinafter including any of Defendants' job
25 positions with substantially similar titles and/or duties). These employees are hereinafter referred to as
26 "Class Plaintiffs."

27 6. The general obligations and responsibilities of Class Plaintiffs are virtually identical from
28 region to region, district to district, office to office, facility to facility, and employee to employee. Any

1 differences in job activities between the different individuals in these positions were and are legally
2 insignificant to the issues presented in this action.

3 4 **JURISDICTION AND VENUE**

5 7. This Court is the proper court pursuant to CCP §295(a) and CCP §395.5, and this action
6 is properly filed in Los Angeles County, because Defendants' obligations and liability arise therein,
7 because Defendants maintain offices and transact business within Los Angeles County, and because the
8 work that is the subject of this action was performed by Class Plaintiffs in Los Angeles County.

9 8. The California Superior Court has jurisdiction in this matter because both the individual
10 and aggregate monetary damages and restitution sought herein exceed the minimal jurisdictional limits
11 of the Superior Court and will be established at trial, according to proof.

12 9. The California Superior Court also has jurisdiction in this matter because during their
13 employment with Defendants, Class Plaintiffs, were all California citizens and Defendant M & C HOTEL
14 INTERESTS, INC. conducted and transacted business throughout Los Angeles County. Further there is
15 no federal question at issue, as the issues herein are based solely on California statutes and law.

16 17 **THE PARTIES**

18 **PLAINTIFF CASTRILLO**

19 10. Plaintiff CASTRILLO is an individual over the age of eighteen (18) and is now and at all
20 times mentioned in this Complaint was a citizen of the State of California.

21 11. Plaintiff CASTRILLO has worked for Defendants as a non-exempt housekeeper from on
22 or about March 20, 2024 to present, within the County of Los Angeles, California.

23 24 **DEFENDANT M & C HOTEL INTERESTS, INC.**

25 12. Defendant M & C HOTEL INTERESTS, INC. (hereinafter "M & C") was and is a
26 Delaware corporation doing business in the County of Los Angeles, State of California. At all relevant
27 times, M & C employed 26 or more employees.

DOES 1 – 20, INCLUSIVE

13. DOES 1 to 20, inclusive are now, and/or at all times mentioned in this Complaint were licensed to do business and/or actually doing business in California.

14. Class Plaintiffs do not know the true names or capacities, whether individual, partner or corporate, of DOES 1 to 20, inclusive and for that reason, DOES 1 to 20 are sued under such fictitious names pursuant to CCP §474.

15. Class Plaintiffs will seek leave of court to amend this Complaint to allege such names and capacities as soon as they are ascertained.

ALL DEFENDANTS

16. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were in some manner legally responsible for the events, happenings, and circumstances alleged in this Complaint.

17. Defendants, and each of them, proximately subjected Plaintiffs to the unlawful practices, wrongs, complaints, injuries and/or damages alleged in this Complaint.

18. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were the agents, servants and/or employees of some or all other Defendants, and vice-versa, and in doing the things alleged in this Complaint, Defendants are now and/or at all times mentioned in this Complaint were acting within the course and scope of that agency, servitude and/or employment.

19. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were members of and/or engaged in a joint venture, partnership, and common enterprise, and were acting within the course and scope of, and in pursuance of said joint venture, partnership, and common enterprise.

20. Defendants, and each of them, at all times mentioned in this Complaint, concurred and contributed to the various acts and omissions of each and every one of the other Defendants in proximately causing the complaints, injuries and/or damages alleged in this Complaint.

21. Defendants, and each of them, at all times mentioned in this Complaint approved of, condoned and/or otherwise ratified each and every one of the acts and/or omissions alleged in this Complaint.

1 22. Defendants, and each of them, at all times mentioned in this Complaint, aided and abetted
2 the acts and omissions of each and every one of the other Defendants thereby proximately causing the
3 damages alleged in this Complaint.

4 23. Class Plaintiffs are informed and believe, and based thereupon allege, that Defendants,
5 and each of them, including those defendants named as DOES 1-20 acted in concert with one another to
6 commit the wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one
7 another in the wrongful acts alleged herein, and/or attempted to do so. Class Plaintiffs are further
8 informed and believe, and based thereupon allege, that Defendants, and each of them, including those
9 defendants named as DOES 1-20, and each of them, formed and executed a conspiracy or common plan
10 pursuant to which they would commit the unlawful acts alleged herein, with all such acts alleged herein
11 done as part of and pursuant to said conspiracy, intended to cause and actually causing Plaintiffs harm.

12 24. Whenever and wherever reference is made in this complaint to any act or failure to act
13 by a Defendant or co-Defendant, such allegations and references shall also be deemed to mean the acts
14 and/or failures to act by each Defendant acting individually, jointly and severally.

15
16 **ALTER EGO, AGENCY, SUCCESSOR AND JOINT EMPLOYER**

17 25. Class Plaintiffs are informed and believe, and based thereon allege, that there exists such
18 a unity of interest and ownership between M & C HOTEL INTERESTS, INC., and DOES 1-20
19 (collectively "Defendants") that the individuality and separateness of defendants have ceased to exist.

20 26. Class Plaintiffs are informed and believe, and based thereon allege, that despite the
21 formation of purported corporate existence, M & C HOTEL INTERESTS, INC., and DOES 1-20 are, in
22 reality, one and the same including, but not limited to because:

23 a. M & C HOTEL INTERESTS, INC. is completely dominated and controlled by
24 DOES 1-20, who personally committed the frauds and violated the laws as set forth in this complaint,
25 and who have hidden and currently hide behind M & C HOTEL INTERESTS, INC. to perpetrate frauds,
26 circumvent statutes, or accomplish some other wrongful or inequitable purpose.

1 b. DOES 1-20 derive actual and significant monetary benefits by and through M&C
2 HOTEL INTERESTS, INC.'s unlawful conduct, and by using M & C HOTEL INTERESTS, INC. as
3 the funding source for their own personal expenditures.

4 c. M & C HOTEL INTERESTS, INC. and DOES 1-20, while really one and the
5 same, were segregated to appear as though separate and distinct for purposes of perpetrating a fraud,
6 circumventing a statute, or accomplishing some other wrongful or inequitable purpose.

7 d. M & C HOTEL INTERESTS, INC. does not comply with all requisite corporate
8 formalities to maintain a legal and separate corporate existence.

9 e. The business affairs of M & C HOTEL INTERESTS, INC. and DOES 1-20 are,
10 and at all times relevant were, so mixed and intermingled that the same cannot reasonably be segregated,
11 and the same are in inextricable confusion. M & C HOTEL INTERESTS, INC. is, and at all times
12 relevant hereto was used by DOES 1-20 as a mere shell and conduit for the conduct of certain of M &
13 C HOTEL INTERESTS, INC.'s affairs, and are, and were, the alter ego of DOES 1-20. The recognition
14 of the separate existence of M & C HOTEL INTERESTS, INC. would not promote justice, in that it
15 would permit M & C HOTEL INTERESTS, INC. to insulate itself from liability to Plaintiffs for
16 violations of the Government Code, Labor Code, Business and Professions Code and other statutory
17 violations. The corporate existence of M & C HOTEL INTERESTS, INC. and DOES 1-20 should be
18 disregarded in equity and for the ends of justice because such disregard is necessary to avoid fraud and
19 injustice to Plaintiffs herein.

20 27. Accordingly, M & C HOTEL INTERESTS, INC. constitutes the alter ego of DOES 1-
21 20, and the fiction of their separate corporate existence must be disregarded.

22 28. As a result of the aforementioned facts, Class Plaintiffs are informed and believe, and
23 based thereon allege that M & C HOTEL INTERESTS, INC. and DOES 1-20 are Plaintiffs' joint
24 employers by virtue of a joint enterprise, and that Class Plaintiffs were employees of M & C HOTEL
25 INTERESTS, INC. and DOES 1-20. Class Plaintiffs performed services for each and every one of
26 Defendants, and to the mutual benefit of all Defendants, and all Defendants shared control of the
27 responsibility and influence of Class Plaintiffs as an employee, either directly or indirectly, and the
28 manner in which M & C HOTEL INTERESTS, INC.'s business was and is conducted.

29. Alternatively, Class Plaintiffs are informed and believe and, based thereupon allege, that as and between DOES 1-20 and M & C HOTEL INTERESTS, INC. (1) there is an express or implied agreement of assumption pursuant to which DOES 1-20 agreed to be liable for the debts of M & C HOTEL INTERESTS, INC. (2) the transaction between DOES 1-20 and M & C HOTEL INTERESTS, INC. amounts to a consolidation or merger of entities, (3) DOES 1-20 is a mere continuation of M & C HOTEL INTERESTS, INC. or (4) the transfer of assets to DOES 1-20 is for the fraudulent purpose of escaping liability for M & C HOTEL INTERESTS, INC.'s debts. Accordingly, DOES 1-20 are the successors of M & C HOTEL INTERESTS, INC. and are liable on that basis.

CLASS ACTION ALLEGATIONS

30. The Class Plaintiffs are entitled to the protections of the California Labor Code and the Wage Order.

31. The Class Plaintiffs were not provided with paid sick leave, although they worked for Employer for more than 30 days and were thus entitled to accrued paid sick leave at the rate of 1 hour for every 30 hours worked.

32. Specifically, Plaintiff CASTRILLO has worked as a housekeeper for Defendants from March 20, 2024 through the present. Plaintiff CASTRILLO has worked for the same employer in California for 30 days or more within one year and completed a 90-day employment period without taking sick leave, thus entitling her to paid sick leave pursuant to Labor Code §246.

33. However, Defendants have failed and continue to fail to provide Plaintiff CASTRILLO with any written notice of the amount of paid sick leave available to her at any time during her employment.

34. Defendants failed to maintain working conditions that comply with the Wage Order, failed to timely provide them with accurate written wage statements, and failed to timely pay them earned wages during employment.

35. CCP §382 provides in pertinent part: "... [W]hen the question is one of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them

1 all before the court, one or more may sue or defend for the benefit of all.” Plaintiffs bring this suit as a
2 class action pursuant to CCP §382.

3 36. The putative classes that Class Plaintiffs will seek to certify are Defendants’ similarly
4 situated individuals who are presently employed or were formerly employed as employees paid on an
5 hourly basis (including any of Defendants’ job positions with substantially similar titles and/or duties)
6 in California from September 30, 2020 through trial who were not: (1) paid sick time; (2) provided
7 accurate wage statements; (3) paid all earned wages timely during employment.

8 37. Throughout discovery in this litigation, Plaintiffs may find it appropriate and/or necessary
9 to amend the definition of the Classes. Plaintiffs will formally define and designate a class definition at
10 such time when Class Plaintiffs seek to certify the Classes alleged herein.

11 38. Numerosity (CCP §382):

- 12 a. The potential quantity of members of the Classes as defined is so numerous that
13 joinder of all members is unfeasible and impractical;
14 b. The disposition of the claims of the members of the Classes through this class action
15 will benefit both the parties and this Court;
16 c. The quantity of members of the Classes is unknown to Class Plaintiffs at this time;
17 however, it is estimated that the membership of the Classes numbers greater than 100
18 individuals; and
19 d. The quantity and identity of such membership is readily ascertainable via inspection
20 of Defendants’ records.

21 39. Superiority (CCP §382): The nature of this action and the nature of the laws available to
22 Class Plaintiffs make the use of the class action format particularly efficient and the appropriate
23 procedure to afford relief to Class Plaintiffs for the wrongs alleged herein, as follows:

- 24 a. California has a public policy which encourages the use of the class action device;
25 b. By establishing a technique whereby the claims of many individuals can be resolved
26 at the same time, the class suit both eliminates the possibility of repetitious litigation
27 and provides small claimants with a method of obtaining redress for claims which
28 would otherwise be too small to warrant individual litigation;

- 1 c. This case involves large corporate Defendants and a large number of individual Class
2 members with many relatively small claims and common issues of law and fact;
- 3 d. If each individual member of the Classes were required to file an individual lawsuit,
4 the large corporate Defendants would necessarily gain an unconscionable advantage
5 because Defendants would be able to exploit and overwhelm the limited resources of
6 each individual member of the Classes with Defendants' vastly superior financial and
7 legal resources;
- 8 e. Requiring each individual member of the Classes to pursue an individual remedy
9 would also discourage the assertion of lawful claims by the members of the Classes
10 who would be disinclined to pursue an action against Defendants because of an
11 appreciable and justifiable fear of retaliation and permanent damage to their lives,
12 careers, and well-being;
- 13 f. Proof of a common business practice or factual pattern, of which the members of the
14 Classes experienced, is representative of the Classes herein and will establish the right
15 of each of the members of the Classes to recover on the causes of action alleged
16 herein;
- 17 g. Absent class treatment, the prosecution of separate actions by the individual members
18 of the Classes, even if possible, would likely create:
- 19 i) a substantial risk of each individual Plaintiff presenting in separate,
20 duplicative proceedings the same or essentially similar arguments and
21 evidence, including expert testimony;
- 22 ii) a multiplicity of trials conducted at enormous expense to both the judicial
23 system and the litigants;
- 24 iii) inconsistent or varying verdicts or adjudications with respect to the
25 individual members of the Classes against Defendants;
- 26 iv) potentially incompatible standards of conduct for Defendants; and
- 27 v) potentially incompatible legal determinations with respect to individual
28 members of the Classes which would, as a practical matter, be dispositive

1 of the interest of the other members of the Classes who are not parties to
2 the adjudications or which would substantially impair or impede the
3 ability of the members of the Classes to protect their interests.

- 4 h. The claims of the individual members of the Classes are not sufficiently large to
5 warrant vigorous individual prosecution considering all of the concomitant costs and
6 expenses attendant thereto;
- 7 i. Courts seeking to preserve efficiency and other benefits of class actions routinely
8 fashion methods to manage any individual questions; and
- 9 j. The Supreme Court of California urges trial courts, which have an obligation to
10 consider the use of innovative procedural tools to certify a manageable class, to be
11 procedurally innovative in managing class actions.

12 40. Well-defined Community of Interest: Plaintiffs also meet the established standards for
13 class certification (see, e.g. *Lockheed Martin Corp. v. Superior Court* (2003) 29 Cal.4th 1096), as
14 follows:

- 15 a. Typicality: The claims of Plaintiff CASTRILLO are typical of the claims of all
16 members of the Classes they seek to represent because they have been subject to all
17 the violations described herein, as have all members of the Classes sustained injuries
18 and damages arising out of Defendants' common course of conduct in violation of
19 law and the injuries and damages of all members of the Classes were caused by
20 Defendants' wrongful conduct in violation of law, as alleged herein.
- 21 b. Adequacy: Plaintiff CASTRILLO:
- 22 i) is an adequate representatives of the Classes she seeks to represent;
- 23 ii) will fairly protect the interests of the members of the Classes;
- 24 iii) has no interests antagonistic to the member of the Classes; and
- 25 iv) will vigorously pursue this suit via attorneys who are competent, skilled
26 and experienced in litigating matters of this type.
- 27
- 28

1 c. Predominant Common Questions of Law or Fact: There are common questions of law
2 and/or fact as to the members of the Classes which predominate over questions
3 affecting only individual members of the Classes, including, without limitation:

- 4 i) Whether Defendants failed to provide Class Plaintiffs with paid sick time;
5 ii) Whether Defendants failed to timely furnish accurate, itemized and legal
6 wage statements to Class Plaintiffs;
7 iii) Whether Defendants are derivatively liable pursuant to Labor Code §210
8 for timely failing to pay all wages owed to Class Plaintiffs during their
9 employment;
10 iv) Whether Defendants' conduct constitutes unfair, illegal, or fraudulent
11 competition within the meaning of B&PC §17200, et seq.;
12 v) Whether Defendants' conduct constitutes unfair, illegal, or fraudulent
13 business practices within the meaning of B&PC § 17200, et seq.;
14 vi) Whether the members of the Classes are entitled to compensatory
15 damages, and if so, the means of measuring such damages;
16 vii) Whether the members of the Classes are entitled to injunctive relief;
17 viii) Whether the members of the Classes are entitled to restitution; and
18 ix) Whether Defendants are liable for attorneys' fees and costs.

19 41. Whether each member of the Classes might be required to ultimately justify an individual
20 claim does not preclude maintenance of a class action (see, e.g. *Collins v. Rocha* (1972) 7 Cal.3d 232,
21 238).

22 **FIRST CAUSE OF ACTION**
23 **FOR FAILURE TO PAY WAGES DUE**
24 **LABOR CODE §§201, 1194**
25 **(ON BEHALF OF THE CLASS PLAINTIFFS)**
26 **AGAINST ALL DEFENDANTS**

27 42. Class Plaintiffs re-allege and incorporate by reference the above paragraphs as though set
28 forth in full herein.

1 43. At all relevant times, Defendants failed and refused to pay Plaintiff CASTRILLO and
2 Class Plaintiffs wages earned and required by 8 Code of Regulations §11050, as set forth hereinabove.
3 As alleged herein, Defendants routinely failed to pay Plaintiff CASTRILLO and Class Plaintiffs accrued
4 sick leave.

5 44. As alleged herein, Plaintiff CASTRILLO and Class Plaintiffs were not exempt from the
6 requirements of Labor Code §510, 8 Code of Regulations §11050, and Industrial Welfare Commission
7 Order No. 5-2001.

8 45. Plaintiff CASTRILLO and Class Plaintiffs have been deprived of their rightfully earned
9 compensation as a direct and proximate result of Defendants' failure and refusal to pay said
10 compensation. Plaintiff CASTRILLO and Class Plaintiffs are entitled to recover such amounts, plus
11 interest thereon, attorneys' fees and costs.

12
13 **SECOND CAUSE OF ACTION**
14 **FOR FAILURE TO PAY SICK TIME**
15 **LABOR CODE §246**
16 **(ON BEHALF OF THE CLASS PLAINTIFFS)**
17 **AGAINST ALL DEFENDANTS**

18 46. Class Plaintiffs re-allege and incorporates by reference each of the foregoing paragraphs
19 as though set forth in full herein.

20 47. An employee who works in California for the same employer for 30 or more days within
21 a year from the commencement of employment is entitled to paid sick days. An employee shall accrue
22 paid sick days at the rate of not less than one hour per every 30 hours worked, beginning at the
23 commencement of employment.

24 48. At all relevant times, Plaintiff CASTRILLO and Class Plaintiffs worked for Defendants
25 for more than 30 days and were thus entitled to paid sick days.

26 49. At all relevant times, Defendants failed to provide Plaintiff CASTRILLO and Class
27 Plaintiffs not less than one hour of sick leave for every thirty hours worked.

1 50. Paid sick time for nonexempt employees shall be calculated in the same manner as the
2 regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the
3 employee actually works overtime in that workweek.

4 51. Paid sick time for nonexempt employees shall be calculated by dividing the employee's
5 total wages, not including overtime premium pay, by the employee's total hours worked in the full pay
6 periods of the prior 90 days of employment.

7 52. Paid sick time for exempt employees shall be calculated in the same manner as the
8 employer calculates wages for other forms of paid leave time.

9 53. Plaintiff CASTRILLO accrued sick hours that were not reflected in any writing provided
10 to her by Defendants, in violation of Labor Code §246. Plaintiff and Class Plaintiffs are entitled to all
11 wages not paid, penalties and attorneys fees and costs incurred for Defendants' violation.

12
13 **THIRD CAUSE OF ACTION**
14 **FOR FAILURE TO TIMELY FURNISH ACURATE ITEMIZED WAGE STATEMENTS**
15 **LABOR CODE §§226**
16 **(ON BEHALF OF THE CLASS PLAINTIFFS)**
17 **AGAINST ALL DEFENDANTS**

18 54. Class Plaintiffs re-allege and incorporate by reference the above paragraphs as though set
19 forth in full herein.

20 55. Labor Code §226(a) states in pertinent part: "Every employer shall, semimonthly or at the
21 time of each payment of wages, furnish each of his or her employees, either as a detachable part of the
22 check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal
23 check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
24 worked by the employee ... (4) all deductions ... (5) net wages earned, (6) the inclusive dates of the
25 period for which the employee is paid ... (8) the name and address of the legal entity that is the employer,
26 and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours
27 worked at each hourly rate by the employee"

1 56. As a pattern and practice, in violation of Labor Code §226(a) and the IWC Wage Orders
2 §12(A), Defendants did not and still do not furnish each of the Class Plaintiffs with an accurate itemized
3 statement in writing showing (1) gross wages earned, and/or (4) net wages earned by the Class Plaintiffs,
4 including but not limited to, the sick leave available, and sick pay paid to employees.

5 57. As of January 1, 2013, SB 1255 amended Labor Code §226 to clarify that an employee
6 suffers injury if the employer fails to provide accurate and complete information as required by any one
7 or more items listed in Labor Code §226(a)(1)-(9) and the employee cannot promptly and easily ascertain
8 requisite information without reference to other documents or information.

9 58. Here, Plaintiff CASTRILLO and the Class Plaintiffs suffered injury because Defendants
10 failed to provide accurate and complete information as required by one or more items listed in Labor
11 Code §226(a)(1)-(9) and the Class Plaintiffs could not and cannot promptly and easily ascertain requisite
12 information without reference to other documents or information.

13 59. In addition, Plaintiff CASTRILLO and the Class Plaintiffs have suffered injury as a result
14 of Defendants' failure to maintain accurate records for the Class Plaintiffs in that the Class Plaintiffs
15 were not timely provided written accurate itemized statements showing all requisite information,
16 including but not limited to net wages earned in violation of Labor Code §226 and the IWC Wage Orders
17 §12(A), such that the Class Plaintiffs were misled by Defendants as to the correct information regarding
18 various items, including net wages earned, sick time available and sick pay paid.

19 60. The actual injuries suffered by Plaintiff CASTRILLO and the Class Plaintiffs as a result
20 of Defendants' knowing and intentional failure to maintain accurate records for the Class Plaintiffs
21 include but are not limited to:

- 22 a. Confusion over whether they received all wages owed them by Defendants;
- 23 b. The difficulty and expense of attempting to reconstruct time and pay records;
- 24 c. Being forced to engage in mathematical computations to analyze whether
25 Defendants' wages in fact compensated for all hours worked;
- 26 d. The inability to accurately calculate wage rates complicated by the fact that wage
27 statement information required by Labor Code §226 is missing;
- 28

1 e. That such practice prevents the Class Plaintiffs from being able to effectively
2 challenge information on their wage statements; and/or

3 f. The difficulty and expense of filing and maintaining this lawsuit, and the discovery
4 required to collect and analyze the very information that California law requires.

5 61. Pursuant to Labor Code §226(e), Plaintiff CASTRILLO and the Class Plaintiffs are
6 entitled to actual damages or four thousand dollars (\$4,000.00), whichever is greater.

7 62. Pursuant to Labor Code §226(g), Plaintiff CASTRILLO and the currently-employed
8 members of the Class Plaintiffs are entitled to injunctive relief to ensure Defendants' compliance with
9 Labor Code §226.

10 63. Pursuant to Labor Code §226(e) and/or §226(g), Plaintiff CASTRILLO and the Class
11 Plaintiffs are also entitled to an award of costs and reasonable attorneys' fees.

12
13 **SECONDTWENTIETH CAUSE OF ACTION**

14 **FOR LATE PAYMENT PENALTIES**

15 **LABOR CODE §§ 204, 210**

16 **AGAINST ALL DEFENDANTS**

17 64. Class Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as
18 though set forth in full herein.

19 65. At all relevant times, Defendants knowingly, willfully, and intentionally failed to pay all
20 of the Class Plaintiffs' accrued wages and other compensation due on the days designated in advance by
21 the employer as the regular paydays (or, for all wages earned in excess of the normal work period, no
22 later than the payday for the next regular payroll period), as required.

23 66. These wages refer to, at a minimum, unpaid minimum wages, overtime compensation, and
24 meal and rest period compensation that Defendants should have paid but did not pay to Class Plaintiffs
25 during the term of Class Plaintiffs' employment and which were due within the time restraints of Labor
26 Code §§204. (*Naranjo v Spectrum Security Services, Inc. (2022) 13 Cal.5th 93*)

27 67. As alleged herein, Class Plaintiffs are not exempt from the requirements of Labor Code
28 §§ 204 and 210.

1 68. As a direct and proximate result of Defendants' willful failure to pay these wages, Class
2 Plaintiffs are entitled pursuant to Labor Code 210 to late payment statutory penalties of one hundred
3 dollars (\$100) plus 25% of the amount of wages unlawfully withheld for the initial failure to pay wages
4 due, and two hundred dollars (\$200) plus 25% of the amount of wages unlawfully withheld for each
5 subsequent, willful, or intentional violation.

6 69. Based on Defendants' conduct as alleged herein, for the one calendar year immediately
7 preceding the filing of this Complaint, Defendants are liable for statutory penalties pursuant to Labor
8 Code §210 and other applicable provisions, as well as attorneys' fees and costs.

9
10 **FIFTH CAUSE OF ACTION**
11 **FOR PENALTIES PURSUANT TO THE PRIVATE ATTORNEY GENERAL ACT**
12 **LABOR CODE §2699**
13 **(ON BEHALF OF THE CLASS PLAINTIFFS)**
14 **AGAINST ALL DEFENDANTS**

15 70. Class Plaintiffs re-allege and incorporate by reference the above paragraphs as though set
16 forth in full herein.

17 71. Under Labor Code §2699, Plaintiff CASTRILLO and Class Plaintiffs, as aggrieved
18 employees, may bring an action against Defendants, on behalf of herself and other current or former
19 employees, seeking statutory civil penalties for Defendants' violations of the California Labor Code.

20 72. Plaintiff CASTRILLO and Class Plaintiffs were aggrieved employees within the meaning
21 of Labor Code §2699(a) and 2699.3(a), as Defendants have committed multiple California Labor Code
22 violations against them, as previously pleaded in this Complaint.

23 73. On September 10, 2024 and September 27, 2024, more than 65 calendar days before filing
24 this Complaint, Plaintiff CASTRILLO and Class Plaintiffs provided written notice by online filing to the
25 Labor and Workforce Development Agency and to Defendants of the specific provisions of the California
26 Labor Code that Defendants violated, thereby satisfying the requirements of Labor Code §2699.3(a).
27 These violations included Labor Code §§ 201, 202, 203, 226, 1174, 1194, 1194.2, each of which is
28 enumerated among the serious violations set forth in Labor Code §2699.5.

1 74. Under Labor Code §2699.3(c)(2)(A), Defendants may cure alleged violations within 33
2 calendar days of the postmarked date of the written notice sent by Class Plaintiffs. As of the filing of this
3 Complaint, Defendants have not cured such violations within the specified time period. Consequently,
4 Class Plaintiffs may now commence a civil action, pursuant to Labor Code §2699.3.

5 75. As of the filing of this Complaint, Plaintiff CASTRILLO and Class Plaintiffs have not
6 received any response from the Labor and Workforce Development Agency on its intent to pursue an
7 action against Defendants. Consequently, Class Plaintiffs may now commence a civil action, pursuant to
8 Labor Code §2699.3.

9 76. As a direct and proximate result of Defendants' California Labor Code violations as set
10 forth in this Complaint, Plaintiff CASTRILLO and Class Plaintiffs are entitled to civil penalties of \$100
11 for each aggrieved employee per pay period for the initial violation, and \$200 for each aggrieved
12 employee per pay period for each subsequent violation, pursuant to Labor Code §2699(f), for those Labor
13 Code sections not expressly providing for a penalty, and civil penalties provided by the specific Labor
14 Code sections that do expressly provide for a penalty, §§201, 226, 226.3, 246.5, and 558.

15 77. Plaintiff CASTRILLO and Class Plaintiffs, as personal representatives of the general
16 public, will and do seek to recover any and all penalties for each and every violation shown to exist or to
17 have occurred during the one year period before Class Plaintiffs filed Notice with the LWDA of the intent
18 to bring this action, in an amount according to proof, as to those penalties that are otherwise only available
19 to public agency enforcement actions. Funds recovered will be distributed in accordance with the PAGA,
20 with at least 75% of the penalties recovered being reimbursed to the State of California and the Labor
21 and Workforce Development Agency. Plaintiff CASTRILLO and Class Plaintiffs are also entitled to
22 reasonable attorney's fees and costs, and 25% of the recovered civil penalties, pursuant to Labor Code
23 §§2699(g)(1)-(i). This claim under Labor Code §2699 and §2699.3 et seq., does not require class
24 certification as it is brought pursuant to the Private Attorneys General Act.

SIXTH CAUSE OF ACTION
FOR UNFAIR COMPETITION
BUSINESS & PROFESSIONS CODE §§17200, ET SEQ.
(ON BEHALF OF THE CLASS PLAINTIFFS)
AGAINST ALL DEFENDANTS

78. Class Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as though set forth in full herein.

79. B&PC §17200 provides in pertinent part "...[U]nfair competition shall mean and include any unlawful, unfair or fraudulent business act..."

80. B&PC §17205 provides that unless otherwise expressly provided, the remedies or penalties provided for unfair competition "are cumulative to each other and to the remedies or penalties available under all other laws of this state."

81. B&PC §17204 provides that an action for relief from unfair competition may be prosecuted by any person who has suffered injury in fact and has lost money or property as a result of such unfair competition.

82. Defendants' have engaged in unlawful, unfair and fraudulent business acts or practices prohibited by B&PC §17200, including those set forth in the preceding and foregoing paragraphs of the complaint, thereby depriving Plaintiff CASTRILLO and Class Plaintiffs of the minimum working standards and conditions due to them under the Labor Code and/or the IWC Wage Orders, as specifically described herein.

83. Defendants have engaged in unfair business practices in California by practicing, employing, and utilizing the employment practices outlined in the preceding paragraphs, specifically, by requiring employees to perform the labor services complained of herein without the requisite compensation.

84. Defendants' use of such practices constitutes an unfair business practice, unfair competition and provides an unfair advantage over Defendants' competitors.

85. Plaintiff CASTRILLO and Class Plaintiffs have suffered injury in fact and have lost money or property as a result of such unfair competition.

1 As to the Third Cause of Action for Failure to Timely Furnish Accurate Itemized Wage Statements:

- 2 a. For damages according to proof;
- 3 b. For recovery as authorized by Labor Code §226(e) and 226.3;
- 4 c. For an award of costs and reasonable attorneys' fees pursuant to Labor Code §226(e) and/or
- 5 §226(g);

6 As to the Fourth Cause of Action for Derivative Violations of Labor Code §210:

- 7 a. For recovery as authorized by Labor Code §210;
- 8 b. For statutory penalties of \$100.00 plus 25% of the amount of wages unlawfully withheld
- 9 for the initial failure to pay wages due, and \$200.00 plus 25% of the amount of wages
- 10 unlawfully withheld for each subsequent, willful, or intentional violation;
- 11 c. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §203 and/or
- 12 Labor Code §1194(a);

13 As to the Fifth Cause of Action for Derivative Violations of Labor Code §2699:

- 14 a. For civil penalties pursuant to Labor Code §2699(f), in addition to and entirely independent
- 15 and apart from other penalties in the Labor Code and for Labor Code violations without a
- 16 specific penalty, in the amount of \$100 for each aggrieved employee per pay period for each
- 17 violation, and \$200 for each aggrieved employee per pay period for each subsequent
- 18 violation;
- 19 b. For civil penalties pursuant to Labor Code §558, in addition to and entirely independent and
- 20 apart from other penalties in the Labor code, as follows: (i) For any violation, fifty dollars
- 21 (\$50) for each aggrieved underpaid employee for each pay period for the employee was
- 22 underpaid, and an additional penalty amount sufficient to recover underpaid wages; (ii) For
- 23 each subsequent violation, one hundred dollars (\$100) for each aggrieved underpaid
- 24 employee for each pay period for which the employee was underpaid, and an additional
- 25 penalty amount sufficient to recover the underpaid wages; and (iii) for these amounts to be
- 26 paid to the aggrieved employees;
- 27 c. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §2699(g)(1)
- 28 and any other applicable statute.

1 As to the Sixth Cause of Action for Unfair Business Practices:

- 2 a. For an accounting, under the administration of Plaintiffs and/or the receiver and subject to
3 Court review, to determine the amount to be returned by Defendants, and the amounts to be
4 refunded to members of the Classes who are owed monies by Defendants;
- 5 b. For an Order requiring Defendants to identify each of the members of the Classes by name,
6 home address, home telephone number and, if available, email address;
- 7 c. For an Order requiring Defendants to make full restitution and payment pursuant to
8 California law;
- 9 d. For an Order for a preliminary and/or permanent injunction prohibiting Defendants from
10 engaging in the acts complained of herein;
- 11 e. For all other appropriate injunctive, declaratory and equitable relief;
- 12 f. For interest to the extent permitted by law;
- 13 g. For an award of attorneys' fees and costs incurred in the investigation, filing and
14 prosecution of this action pursuant to CCP §1021.5, B&PC §17200, et seq., Labor Code
15 §1194 and/or any other applicable provision of law;

16 As to All Causes of Action:

- 17 a. For such relief as this Court may deem just and proper, including reasonable attorneys' fees
18 and costs incurred.

19 DATED: April 18, 2025

**LAW OFFICES OF RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION**

20
21 By:

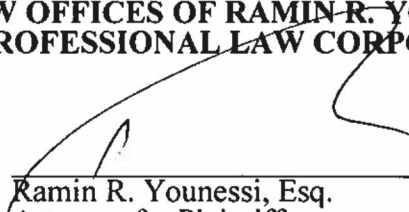
22 Ramin R. Younessi, Esq.
23 Attorney for Plaintiffs
24 IDANIA DAMARIS CASTRILLO FLORES
25 individually, and on behalf of all others
26 similarly situated, and on behalf of all
27 aggrieved employees
28

1 **JURY TRIAL DEMANDED**

2 Plaintiffs demand trial of all issues by jury.

3
4 DATED: April 18, 2025

**LAW OFFICES OF RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION**

6 By: 

Ramin R. Younessi, Esq.

Attorney for Plaintiffs

7 IDANIA DAMARIS CASTRILLO FLORES,
8 individually, and on behalf of all others
9 similarly situated and on behalf of all
10 aggrieved employees

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 3435 Wilshire Boulevard, Suite 2200, Los Angeles, California 90010.

On April 21, 2025, I served the foregoing document described as **SECOND AMENDED COMPLAINT FOR DAMAGES** on the interested parties in this action as follows:

☒ By emailing true copies addressed to each addressee as follows:

Kevin A. Adams, Esq.
kadams@mortensontaggart.com

*Attorney for Defendant,
M & C HOTEL INTERESTS, INC.*

Elizabeth C. Kozlov, Esq.
ekozlov@mortensontaggart.com
MORTENSON TAGGART ADAMS LLP
300 Spectrum Center Drive, Suite 1200,
Irvine, CA 92618

☒ BY ELECTRONIC MAIL: Pursuant to Code of Civil Procedure §§ 1010.6(a)(2) and 1013(g), and the parties' written agreement to accept service electronically, I transmitted a copy of the aforementioned document to each addressee above to the email address(es) indicated.

Executed on April 21, 2025, at Los Angeles, California.

☒ STATE I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

☐ FEDERAL I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Christian Ortiz

/s/ Christian Ortiz