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MARIA JACQUELINE BATRES, and all others similarly situated
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
(UNLIMITED JURISDICTION)

MARIA JACQUELINE BATRES, on behalf of
herself and all others similarly situated, and the
general public, and as an “aggrieved employee”
on behalf of other “aggrieved employees” and the
State of California under the Labor Code Private
Attorneys General Act of 2004,

Plaintiff(s),

vs.

DIMENSION DEVELOPMENT COMPANY,
INC., a Louisiana corporation; DR HOTEL
EMPLOYEE LEASING, LLC, a Delaware
limited liability company; DIMENSION
DEVELOPMENT TWO, LLC, a Louisiana
limited liability company; and DOES 1–50,
inclusive,

Defendant(s).

FILED
Superior Court of California
County of Los Angeles
12/30/2024

David W. Slayton, Executive Officer / Clerk of Court
By: R. Lozano Deputy

Case No. 24STCV28018

CLASS ACTION

FIRST AMENDED COMPLAINT FOR:

1. Failure to Pay All Wages Earned for All Hours Worked and Other Compensable Hours at the Correct Rates of Pay (Lab. Code §§ 510, 1194, 1197, and 1198);
2. Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512 and 1198);
3. Failure to Provide Rest Breaks (Lab. Code §§ 226.7 and 1198);
4. Wage Statement Penalties (Lab. Code § 226);
5. Waiting Time Penalties (Lab. Code § 203);
6. Unfair Competition (Bus. & Prof. Code §§ 17200, et seq.);
7. Civil Penalties (Lab. Code §§ 2898, et seq.)

JURY TRIAL DEMANDED



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1 Plaintiff, Maria Jacqueline Batres (hereafter “Plaintiff” or “Batres”), on behalf of herself
2 and all others similarly situated, the general public, and as an “aggrieved employee” on behalf of
3 other “aggrieved employees” and the State of California under the Labor Code Private Attorneys
4 General Act of 2004, complains and alleges as follows:

5 **I. INTRODUCTION**

6 1. Plaintiff brings this class action for alleged violations of the California Labor
7 Code, Industrial Welfare Commission Order No. 5-2001 (hereafter “the Wage Order”), and the
8 California Business and Professions Code against Defendants Dimension Development
9 Company, Inc., a Louisiana corporation, Dr Hotel Employee Leasing, LLC, a Delaware limited
10 liability company, Dimension Development Two, LLC, a Louisiana limited liability company,
11 and Does 1 through 50, inclusive (collectively “Defendants”).

12 2. As set forth in more detail below, Plaintiff alleges that Defendants are liable to her
13 and other similarly situated workers for unpaid wages, statutory penalties, interest, and related
14 relief. These claims are based on Defendants’ failures to:

15 (A) Pay all wages, including minimum, regular, and overtime wages, earned
16 for all hours worked at the correct rates of pay;

17 (B) Provide all meal periods;

18 (C) Authorize and permit all rest breaks;

19 (D) Pay premium wages for unprovided meal periods;

20 (E) Pay premium wages for unprovided rest breaks;

21 (F) Issue only accurate and complete itemized wage statements; and

22 (G) Timely pay wages upon termination of employment

23 Accordingly, Plaintiff now seeks to recover unpaid wages, interest, liquidated damages,
24 restitution, statutory and civil penalties, attorneys’ fees, costs, and related relief through this class
25 action.

26 **II. THE PARTIES**

27 3. Plaintiff Maria Jacqueline Batres is a resident of California. At all relevant times,
28 Plaintiff was an “employee” within the meaning of Title 8 California Code of Regulations § 11050



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1 and an “aggrieved employee” within the meaning of Labor Code § 2699 (c).

2 4. Defendant Dimension Development Company, Inc. is a corporation organized and
3 existing under the laws of Louisiana and also a citizen of California based on Plaintiff’s
4 information and belief.

5 5. Defendant Dr Hotel Employee Leasing, LLC is a limited liability company
6 organized and existing under the laws of Delaware and also a citizen of California based on
7 Plaintiff’s information and belief.

8 6. Defendant Dimension Development Two, LLC is a limited liability company
9 organized and existing under the laws of Louisiana and also a citizen of California based on
10 Plaintiff’s information and belief.

11 7. Plaintiff is ignorant of the true names, capacities, relationships, and extents of
12 participation in the conduct alleged herein of the Defendants sued as DOES 1-50, inclusive, but
13 is informed and believes and thereon alleges that said Defendants are legally responsible for the
14 wrongful conduct alleged herein and therefore sues these Defendants by such fictitious names.
15 Plaintiff will amend the Complaint to allege the true names and capacities of the DOE Defendants
16 when ascertained.

17 8. Plaintiff is informed and believes and thereon alleges that, at all relevant times
18 herein, all Defendants were the agents, employees and/or servants, masters or employers of the
19 remaining defendants, and in doing the things hereinafter alleged, were acting or failing to act
20 within the course and scope of such agency, employment, direction and control, and with the
21 approval and ratification of each of the other Defendants.

22 9. At all relevant times, in perpetrating the acts and omissions alleged herein,
23 Defendants, and each of them, acted pursuant to and in furtherance of a policy, practice, or a lack
24 of a practice which resulted in Defendants not compensating Plaintiff and the other Class
25 Members or otherwise complying with their rights in accordance with applicable California labor
26 laws as alleged herein.

27 10. At all relevant times, in perpetrating the acts and omissions alleged herein,
28 Defendants and each of them acted pursuant to and in furtherance of a policy and/or practice, or



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1 lack thereof, which resulted in Defendants not paying Plaintiff and other members of the below-
2 described class in accordance with applicable laws as alleged herein.

3 **III. CLASS ALLEGATIONS**

4 11. This action has been brought and may be maintained as a class action pursuant to
5 California Code of Civil Procedure section 382 because there is a well-defined community of
6 interest among the persons who comprise the readily ascertainable class defined below and
7 because Plaintiff is unaware of any difficulties likely to be encountered in managing this case as
8 a class action.

9 12. **Class Definition:** The Class is defined as follows: All persons Defendants
10 employed in California as hourly and non-exempt, including housekeepers and room and suite
11 attendants, individuals performing work comparable to the aforementioned, compensated
12 comparably to the aforementioned, and individuals in similar positions, at any time during the
13 period beginning four years prior to the filing of this action and ending on the date that final
14 judgment is entered in this action (“Class” or “Class Members”).

15 13. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the
16 right to amend or modify the class definition with greater specificity, by further division into
17 subclasses and/or by limitation to particular issues.

18 14. **Numerosity:** The Class Members are so numerous that the individual joinder of
19 each individual Class Member is impractical. While Plaintiff does not currently know the exact
20 number of Class Members, Plaintiff is informed and believes that the actual number exceeds the
21 minimum required for numerosity under California laws.

22 15. **Commonality and Predominance:** Common questions of law and fact exist as to
23 all Class Members and predominate over any questions which affect only individual Class
24 Members. These questions include, but are not limited to:

25 A. Whether Defendants failed to pay all wages earned to Class Members for
26 all hours worked at the correct rates of pay, including minimum, regular, overtime, meal period
27 premium, and rest period premium wages;

28 B. Whether Defendants failed to provide the Class Members with all meal



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1 periods in compliance with California law;

2 C. Whether Defendants failed to authorize and permit the Class Members to
3 take all rest periods in compliance with California law;

4 D. Whether Defendants knowingly and intentionally failed to provide the
5 class with accurate and complete itemized wage statements;

6 E. Whether Defendants willfully failed to provide the class with timely final
7 wages;

8 F. Whether Defendants engaged in unfair competition within the meaning of
9 Business and Professions Code sections 17200, et seq., with respect to the Class; and

10 G. Whether Class Members are entitled to restitution of money or property
11 that Defendants may have acquired from them through alleged Labor Code violations.

12 16. **Typicality:** Plaintiff's claims are typical of the other Class Members' claims.
13 Plaintiff is informed and believes and thereon alleges that Defendants have a policy and/or
14 practice, or lack thereof, which resulted in Defendants failing to comply with the California Labor
15 Code, the Wage Order, and the Business and Professions Code.

16 17. **Adequacy of Class Representative:** Plaintiff is an adequate class representative
17 in that she has no interests that are adverse to, or otherwise in conflict with, the interests of absent
18 Class Members. Plaintiff is dedicated to vigorously prosecuting this action on behalf of Class
19 Members. Plaintiff will fairly and adequately represent and protect the interests of Class
20 Members.

21 18. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in that
22 they have no known conflicts of interest with Plaintiff or absent Class Members, are experienced
23 in class action litigation, and are dedicated to vigorously prosecuting this action on behalf of
24 Plaintiff and absent Class Members.

25 19. **Superiority:** A class action is vastly superior to other available means for fair and
26 efficient adjudication of Class Members' claims and would be beneficial to the parties and the
27 Court. Class action treatment will allow a number of similarly situated persons to simultaneously
28 and efficiently prosecute their common claims in a single forum without the unnecessary



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1 duplication of effort and expense that numerous individual actions would entail. In addition, the
2 monetary amounts due to many individual Class Members are likely to be relatively small and
3 would thus make it difficult, if not impossible, for individual Class Members to both seek and
4 obtain relief. Moreover, a class action will serve an important public interest by permitting Class
5 Members to effectively pursue the recovery of monies owed to them. Further, a class action will
6 prevent the potential for inconsistent or contradictory judgments inherent in individual litigation.

7 **IV. STATEMENT OF FACTS**

8 20. The Wage Order applies to “all persons employed in the public housekeeping
9 industry whether paid on a time, piece rate, commission, or other basis.” Wage Order, § 1. The
10 Wage Order defines "Public Housekeeping Industry" to mean

11 any industry, business, or establishment which provides meals, housing, or
12 maintenance services whether operated as a primary business or when incidental
13 to other operations in an establishment not covered by an industry order of the
Commission, and includes, but is not limited to the following:

- 14 (1) Restaurants, night clubs, taverns, bars, cocktail lounges, lunch counters,
15 cafeterias, boarding houses, clubs, and all similar establishments where
16 food in either sold or liquid form is prepared and served to be consumed
on the premises;
- 17 (2) Catering, banquet, box lunch service, and similar establishments which
18 prepare food for consumption on or off the premises;
- 19 (3) Hotels, motels, apartment houses, rooming houses, camps, clubs, trailer
20 parks, office or loft buildings, and similar establishments offering rental
of living, business, or commercial quarters;
- 21 (4) Hospitals, sanitariums, rest homes, child nurseries, child care institutions,
22 homes for the aged, and similar establishments offering board or lodging
23 in addition to medical, surgical, nursing, convalescent, aged, or child care;
- 24 (5) Private schools, colleges, or universities, and similar establishments which
25 provide board or lodging in additional to educational facilities;
- 26 (6) Establishments contracting for development, maintenance or cleaning of
27 grounds; maintenance or cleaning of facilities and/or quarters of
commercial units and living units; and
- 28 (7) Establishments providing veterinary or other animal care services.



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1 Wage Order, § 2(P). At all relevant times during the applicable limitations period, the Defendants,
2 Batres, and all of the Class Members were covered by the Wage Order because the Defendants
3 operated, and Batres, and all of the Class Members, worked for one or more hotels. Accordingly,
4 Batres and all of the other Class Members are entitled to the protections the Wage Order provides.

5
6 21. On approximately February 8, 2022, the Defendants began to employ Batres in
7 Pasadena in the position of housekeeper and a room and suite attendant. The Defendants
8 continuously employed her in that capacity until on or about May 29, 2024 when her employment
9 ended.

10 22. At all relevant times, the Defendants issued wages to Batres and all of the other
11 Class Members on a semimonthly (24 paychecks/year) basis and paid them by the hour. At all
12 relevant times, the Defendants classified Batres and all of the other Class Members as non-exempt
13 employees entitled to the protections of the Labor Code and the Wage Order.

14 23. At all relevant times, the Defendants failed to compensate Batres and all of the
15 other Class Members for all hours worked at the applicable minimum or regular rates of pay. The
16 Defendants required Batres and the other Class Members to perform work, including cleaning
17 utensils and preparing cleaning carts, before clocking in and to work through meal periods, though
18 the Defendants did not pay Batres and the other Class Members for the time.

19 24. At all relevant times, the Defendants failed to compensate Batres and all of the
20 other Class Members at the correct rates of pay for all hours worked over eight in a day, over 40
21 in a week, and for the first eight hours of the seventh day of the workweek. The Defendants
22 required Batres and the other Class Members to work over eight hours per day, over 40 hours per
23 week, and on the seventh day of the same workweek. During these days and weeks, the
24 Defendants required Batres and the other Class Members to perform work, including cleaning
25 utensils and preparing cleaning carts, before clocking in and to work through meal periods, though
26 the Defendants did not pay Batres and the other Class Members for the time. The Defendants also
27 paid Batres and the other Class Members for overtime hours at their regular rates of pay.

28 25. At all relevant times, the Defendants failed to provide Batres and all of the other



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1 Class Members with all timely 30-minute, off-duty meal periods. The Defendants were under-
2 staffed. They required Batres and the other Class Members to complete more time-sensitive tasks
3 in a workday than they could without working through meal periods. They also required Batres
4 and the other Class Members to complete more time-sensitive tasks in a workday than they could
5 without taking meal periods within the first five hours of work or a second meal period on days
6 they worked in excess of 10 hours. The Defendants also failed to pay premium wages for days on
7 which failed to provide Batres and all of the other Class Members with meal periods as required
8 by law.

9 26. At all relevant times, the Defendants failed to authorize and permit Batres and all
10 of the other Class Members to take ten-minute, off-duty, paid rest breaks every four hours worked
11 or major portion thereof. The Defendants were under-staffed. They required Batres and the other
12 Class Members to complete more time-sensitive tasks in a workday than they could without
13 working through rest periods. They also required Batres and the other Class Members to complete
14 more time-sensitive tasks in a workday than they could without taking rest periods within the first
15 three and one half hours of work or a third rest period on days they worked in excess of 10 hours.
16 The Defendants also failed to pay premium wages for days on which failed to authorize and
17 permit Batres and all of the other Class Members to take rest breaks as required by law.

18 27. At all relevant times, the Defendants failed to issue to Batres and all of the other
19 Class Members complete and accurate wage statements that state all hours worked at the correct
20 rates of pay, and all wages earned. The Defendants knowingly and intentionally failed to state on
21 the wage statements they issued to Batres and all of the other Class Members the unpaid wages
22 discussed above. The wage statements fail to state all minimum wages earned, all regular wages
23 earned, all overtime wages earned, all meal period premium wages earned, all rest break premium
24 wages earned, and related information.

25 28. At all relevant times, the Defendants failed to maintain accurate employee records
26 of Batres and all of the other Class Members.

27 29. For the reasons stated herein, Plaintiff alleges that as a result of Defendants'
28 unlawful practices and policies, Plaintiff and the Class Members were:



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- 1 A. Not provided with all off duty meal periods;
- 2 B. Not authorized and permitted to take all rest break periods;
- 3 C. Not paid one hour's pay for each workday in which Defendants failed to
- 4 authorize and permit them to take one or more timely rest periods;
- 5 D. Not paid one hour's pay for each workday in which Defendants failed to
- 6 provide them with one or more timely meal periods;
- 7 E. Not paid all wages earned, including, but not limited to, minimum, regular,
- 8 and overtime wages for work performed while clocked out;
- 9 F. Not provided with accurate and complete wage statements; and
- 10 G. Not timely paid all earned and unpaid wages at the time their employment
- 11 ended.

12 **FIRST CAUSE OF ACTION**

13 **FAILURE TO PAY ALL WAGES AT THE CORRECT RATES**

14 **Lab. Code §§ 510, 1194, 1197, and 1198**

15 **(By Plaintiff, on behalf of herself and the Class, against all Defendants)**

16 30. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

17 31. At all relevant times, Plaintiff and the Class Members have been non-exempt
employees entitled to the protections of both the Labor Code and the Wage Order.

18 **A. FAILURE TO PAY ALL WAGES EARNED FOR ALL HOURS WORKED AT**

19 **THE CORRECT RATES OF PAY**

20 32. Section 2 of the Wage Order defines "hours worked" as "the time during which an
21 employee is subject to the control of an employer, and includes all the time the employee is
22 suffered or permitted to work, whether or not required to do so."

23 33. Section 3 of the Wage Order states:

24 **(A) Daily Overtime - General Provisions**

- 25 (1) The following overtime provisions are applicable to
- 26 employees 18 years of age or over and to employees 16 or
- 27 17 years of age who are not required by law to attend
- 28 school and are not otherwise prohibited by law from
- engaging in the subject work. Such employees shall not be
- employed more than eight (8) hours in any workday or



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1 more than 40 hours in any workweek unless the employee
2 receives one and one-half (1 ½) times such employee's
3 regular rate of pay for all hours worked over 40 hours in
4 the workweek. Eight (8) hours of labor constitutes a day's
5 work. Employment beyond eight (8) hours in any workday
6 or more than six (6) days in any workweek is permissible
7 provided the employee is compensated for such overtime
8 at not less than:

9 (a) One and one-half (1 ½) times the employee's
10 regular rate of pay for all hours worked in excess of
11 eight (8) hours up to and including 12 hours in any
12 workday, and for the first eight (8) hours worked on
13 the seventh (7th) consecutive day of work in a
14 workweek.

15 (b) Double the employee's regular rate of pay for all
16 hours worked in excess of 12 hours in any workday
17 and for all hours worked in excess of eight (8) hours
18 on the seventh (7th) consecutive day of work in a
19 workweek.

20 (c) The overtime rate of compensation required to be
21 paid to a nonexempt full-time salaried employee
22 shall be computed by using the employee's regular
23 hourly salary as one-fortieth (1/40) of the
24 employee's weekly salary.

25 34. Section 4 of the Wage Order requires an employer to pay non-exempt employees
26 at least the minimum wage set forth therein for all hours worked, which consists of all hours that
27 an employer has actual or constructive knowledge that employees are working.

28 35. Labor Code section 510 states:

Eight hours of labor constitutes a day's work. Any work in excess of eight hours
in one workday and any work in excess of 40 hours in any one workweek and the
first eight hours worked on the seventh day of work in any one workweek shall be
compensated at the rate of no less than one and one-half times the regular rate of
pay for an employee. Any work in excess of 12 hours in one day shall be
compensated at the rate of no less than twice the regular rate of pay for an
employee. In addition, any work in excess of eight hours on any seventh day of a
workweek shall be compensated at the rate of no less than twice the regular rate of
pay of an employee. Nothing in this section requires an employer to combine more
than one rate of overtime compensation in order to calculate the amount to be paid
to an employee for any hour of overtime work.



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1 The maximum hours of work and the standard conditions of labor fixed by the
2 commission shall be the maximum hours of work and the standard conditions of
3 labor for employees. The employment of any employee for longer hours than those
4 fixed by the order or under conditions of labor prohibited by the order is unlawful.

5 45. In relevant part, In relevant part, California Labor Code § 512 states:

6 An employer shall not employ an employee for a work period of
7 more than five hours per day without providing the employee with
8 a meal period of not less than 30 minutes, except that if the total
9 work period per day of the employee is no more than six hours, the
meal period may be waived by mutual consent of both the
employer and employee.

10 An employer shall not employ an employee for a work period of
11 more than 10 hours per day without providing the employee with
12 a second meal period of not less than 30 minutes, except that if the
13 total hours worked is no more than 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.

14 46. In relevant part, Section 11 of the Wage Order states:

15 **Meal Periods**

16 (A) No employer shall employ any person for a work period of
17 more than five (5) hours without a meal period of not less
18 than 30 minutes, except that when a work period of not
19 more than six (6) hours will complete the day's work the
meal period may be waived by mutual consent of the
20 employee and the employee. Unless the employee is
21 relieved of all duty during a 30 minute meal period, the
meal period shall be considered an 'on duty' meal period
22 and counted as time worked. An 'on duty' meal period shall
be permitted only when the nature of the work prevents an
23 employee from being relieved of all duty and when by
written agreement between the parties an on-the-job paid
24 meal period is agreed to. The written agreement shall state
that the employee may, in writing, revoke the agreement at
any time.

25 (B) If an employer fails to provide an employee a meal period
26 in accordance with the applicable provisions of this Order,
27 the employer shall pay the employee one (1) hour of pay at
28



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the employee's regular rate of compensation for each work day that the meal period is not provided.

47. In relevant part, California Labor Code § 226.7 states:

(b) An employer shall not require an employee to work during a meal or rest period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.

(c) If an employer fails to provide an employee a meal period or rest period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

48. Pursuant to California Labor Code § 512 and the Wage Order, Plaintiff and the Class Members were entitled to uninterrupted meal periods of at least 30 minutes for each day they worked five or more hours. Pursuant to California Labor Code § 512, they were also entitled to a second 30-minute meal period when they worked more than 10 hours in a workday.

49. Defendants intentionally failed to provide Plaintiff and the Class Members with all required 30-minute duty free meal periods in accordance with the Wage Order. The Defendants were under-staffed. They required Batres and the other Class Members to complete more time-sensitive tasks in a workday than they could without working through meal periods. They also required Batres and the other Class Members to complete more time-sensitive tasks in a workday than they could without taking meal periods within the first five hours of work or a second meal period on days they worked in excess of 10 hours.

50. At all relevant times, Defendants failed to provide Plaintiff and the Class Members with all timely rest and meal periods. Defendants denied Plaintiff and the other Class Members their 30-minute off-duty meal period within the first five hours of work. Furthermore, Defendants



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1 failed to pay premium wages for days on which they failed to provide Plaintiff and the other Class
2 Members with timely meal periods.

3 51. Plaintiff is informed and believes and thereon alleges that, at all relevant times
4 within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy
5 which resulted in Defendants not providing the and the Class Members with all off-duty meal
6 periods required by California law.

7 52. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members have
8 suffered damages in amounts subject to proof to the extent they were not paid additional wages
9 owed for all meal periods not provided to them.

10 53. By reason of the above, Plaintiff and the Class Members are entitled to premium
11 wages for workdays in which one or more meal periods were not provided to them pursuant to
12 California Labor Code § 226.7.

13 **THIRD CAUSE OF ACTION**

14 **FAILURE TO AUTHORIZE AND PERMIT REST BREAKS**

15 **Lab. Code § 226.7**

16 **(By Plaintiff, on behalf of herself and the Class, against all Defendants)**

17 54. Plaintiff incorporates all paragraphs of this complaint as if fully alleged herein.

18 55. At all relevant times during the applicable limitations period, Plaintiff and the
19 Class Members have been employees of Defendants and entitled to the benefits and protections
of California Labor Code §§ 226.7 and 1198, and the Wage Order.

20 56. In relevant part, California Labor Code § 1198 states:

21
22 The maximum hours of work and the standard conditions of labor
23 fixed by the commission shall be the maximum hours of work and
24 the standard conditions of labor for employees. The employment
of any employee for longer hours than those fixed by the order or
under conditions of labor prohibited by the order is unlawful.

25 57. In relevant part, Section 12 of the Wage Order states:

26 **Rest Periods**

27
28 (A) Every employer shall authorize and permit all employees
to take rest periods, which insofar as practicable shall be in the



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1 middle of each work period. The authorized rest period time shall
2 be based on the total hours worked daily at the rate of ten (10)
3 minutes net rest time per four (4) hours or major fraction thereof.
4 However, a rest period need not be authorized for employees
5 whose total daily work time is less than three and one-half (3 1/2)
6 hours. Authorized rest period time shall be counted as hours
7 worked for which there shall be no deduction from wages.

8 (B) If an employer fails to provide an employee a rest period in
9 accordance with the applicable provisions of this Order, the
10 employer shall pay the employee one (1) hour of pay at the
11 employee's regular rate of compensation for each work day that
12 the rest period is not provided.

13 58. In relevant part, California Labor Code § 226.7 states:

14 (b) An employer shall not require an employee to work during
15 a meal or rest period mandated pursuant to an applicable
16 statute, or applicable regulation, standard, or order of the
17 Industrial Welfare Commission, the Occupational Safety
18 and Health Standards Board, or the Division of
19 Occupational Safety and Health.

20 (c) If an employer fails to provide an employee a meal period
21 or rest period in accordance with a state law, including, but
22 not limited to, an applicable statute or applicable
23 regulation, standard, or order of the Industrial Welfare
24 Commission, the Occupational Safety and Health
25 Standards Board, or the Division of Occupational Safety
26 and Health, the employer shall pay the employee one
27 additional hour of pay at the employee's regular rate of
28 compensation for each work day that the meal or rest
period is not provided.

29 59. Pursuant to the Wage Order, Plaintiff and the Class Members were entitled to be
30 authorized and permitted to take net rest breaks of at least ten minutes for each four-hour period
31 of work, or major fraction thereof.

32 60. Defendants intentionally failed to authorize and permit Plaintiff and the Class
33 Members to take all 10-minute rest periods free from any work duties in accordance with the
34 Wage Order.

35 61. At all relevant times, Defendants failed to authorize and permit Plaintiff and the



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1 Class Members to take all timely rest periods. Furthermore, Defendants failed to pay premium
2 wages to Plaintiff and the Class Members for days on which they failed to authorize and permit
3 Plaintiff and the other Class Members to take timely rest periods.

4 62. At all relevant times, Defendants failed to authorize and permit Plaintiff and the
5 Class Members to take ten-minute, paid, duty-free rest breaks every four hours worked or major
6 fraction thereof. Defendants did not seek an exemption from the rest period protections of the
7 Wage Order from the California Division of Labor Standards Enforcement. Moreover,
8 Defendants failed to pay Plaintiff and the Class Members premium wages on workdays they failed
9 to authorize and permit them to take 10-minute rest periods every four hours worked or major
10 fraction thereof.

11 63. Plaintiff is informed and believes and thereon alleges that, at all relevant times
12 within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy
13 which resulted in Defendants not authorizing and permitting Plaintiff and the Class Members to
14 take all rest breaks required by California law.

15 64. Defendants failed to provide Plaintiff with all required rest breaks in accordance
16 with the Wage Order. Plaintiff is informed and believes and thereon alleges that, at relevant times
17 within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy
18 which resulted in Defendants not providing the Class Members with all rest breaks required by
19 California law.

20 65. Defendants failed to pay Plaintiff the additional wages required by California
21 Labor Code § 226.7 for all rest breaks not provided to himher. Plaintiff is informed and believes
22 and thereon alleges that, at relevant times within the applicable limitations period, Defendants
23 have maintained a policy, practice, or a lack of a policy which resulted in Defendants not
24 providing the Class Members with additional wages for all rest breaks not provided to them as
25 required by California Labor Code § 226.7.

26 66. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members have
27 suffered damages in amounts subject to proof to the extent they were not paid additional wages
28 owed for all rest breaks not provided to them.



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1 67. By reason of the above, Plaintiff and the Class Members are entitled to premium
2 wages for workdays in which one or more rest breaks were not provided to them pursuant to
3 California Labor Code § 226.7.

4
5 ///

6 **FOURTH CAUSE OF ACTION**
7 **FAILURE TO ISSUE ACCURATE AND COMPLETE WAGE STATEMENTS**

8 **Lab. Code § 226**

9 **(By Plaintiff, on behalf of herself and the Class, against all Defendants)**

10 **A. FAILURE TO PROVIDE ACCURATE AND COMPLETE WRITTEN WAGE**
11 **STATEMENTS**

12 68. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

13 69. Pursuant to California Labor Code § 226(a), Plaintiff and the Class Members were
14 entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized
15 statement showing:

16 A. Gross wages earned;

17 B. Total hours worked by the employee, except for any employee whose
18 compensation is solely based on a salary and who is exempt from payment of overtime under
19 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;

20 C. The number of piece rate units earned and any applicable piece rate if the
21 employee is paid on a piece-rate basis;

22 D. All deductions, provided that all deductions made on written orders of the
23 Employee may be aggregated and shown as one item;

24 E. Net wages earned;

25 F. The inclusive dates of the period for which the employee is paid;

26 G. The name of the employee and his or her social security number, except
27 that by January 1, 2008, only the last four digits of his or her social security number or an
28 employee identification number other than a social security number may be shown on the itemized
statement;

 H. The name and address of the legal entity that is the employer; and

 I. All applicable hourly rates in effect during the pay period and the



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1 corresponding number of hours worked at each hourly rate by the employee.

2 70. Pursuant to California Labor Code § 226, an employee is deemed to suffer injury
3 if the employer fails to provide a wage statement. Also, an employee is deemed to suffer injury if
4 the employer fails to provide accurate and complete information as required by California Labor
5 Code § 226(a) and the employee cannot “promptly and easily determine” from the wage statement
6 alone one or more of the following:

7 A. The amount of the gross wages or net wages paid to the employee during
8 the pay period or any of the other information required to be provided on the itemized wage
9 statement pursuant to California Labor Code § 226(a);

10 B. Which deductions the employer made from gross wages to determine the
11 net wages paid to the employee during the pay period;

12 C. The name and address of the employer and, if the employer is a farm labor
13 contractor, as defined in subdivision (b) of Section 1682 of the California Labor Code, the name
14 and address of the legal entity that secured the services of the employer during the pay period;

15 D. The name of the employee and only the last four digits of his or her
16 social security number or an employee identification number other than a social security number;
17 and

18 E. The number of piece-rate units earned and the piece rate.

19 71. “Promptly and easily determine,” as stated in California Labor Code § 226(e),
20 means a reasonable person would be able to readily ascertain the information without reference
21 to other documents or information.

22 72. As alleged herein, at all relevant times during the applicable limitations period,
23 Defendants violated California Labor Code section 226 because they did not properly and
24 accurately itemize each employee’s gross wages earned, net wages earned, the total hours worked,
25 the corresponding number of hours worked at each rate by the employee and other requirements
26 of California Labor Code section 226. Defendants failed to state in the wage statements they
27 issued to Plaintiff and the other Class Members all their hours worked and wages earned,
28 including, but not limited to, regular and overtime wages for work they performed off-the-clock



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1 after clocking-out (as described above). Defendants knowingly and intentionally did not issue
2 either as a detachable part of the check, draft, or voucher paying the employee's wages, or
3 separately if wages are paid by personal check or cash, statements to Plaintiff and the Class
4 Members that state all minimum wages earned, all regular wages earned, all overtime wages
5 earned, all meal period premium wages earned, and all rest break premium wages earned.

6 73. Defendants' failure to provide Plaintiff and the other Class Members with accurate
7 wage statements was knowing and intentional. Defendants had the ability to provide Plaintiff and
8 the other Class Members with accurate wage statements but intentionally provided wage
9 statements that Defendants knew were not accurate.

10 74. As a result of being provided with inaccurate wage statements by Defendants,
11 Plaintiff and the other Class Members have suffered injury. Their legal rights to receive accurate
12 wage statements were violated and they were misled about the amount of wages they had actually
13 earned and were owed. In addition, the absence of accurate information on their wage statements
14 prevented immediate challenges to Defendants' unlawful pay practices, has required discovery
15 and mathematical computations to determine the amounts of wages owed, has caused difficulty
16 and expense in attempting to reconstruct time and pay records and/or has led to the submission of
17 inaccurate information about wages to state and federal government agencies. Further, Plaintiff
18 and the other Class Members were not able to ascertain from the wage statements whether
19 Defendants complied with their obligations under California Labor Code section 226(a).

20 **FIFTH CAUSE OF ACTION**

21 **WILLFUL FAILURE TO TIMELY PAY FINAL WAGES**

22 **(Lab. Code §§ 201, 201.3, 202, and 203)**

23 **(By Plaintiff, on behalf of herself and the Class, against all Defendants)**

24 75. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

25 76. At all relevant times during the applicable limitations period, Plaintiffs and the
26 Class have been non-exempt employees of Defendants and entitled to the benefits and protections
27 of California Labor Code §§ 201, 201.3, 202, and 203, and the Wage Order.

28 77. Labor Code § 201 provides that all earned and unpaid wages of an employee who



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1 is discharged are due and payable immediately at the time of discharge.

2 78. Labor Code § 201.3 requires temporary services employers to pay the earned
3 employee's wages on a weekly basis. Defendants paid Plaintiff and all Class Members regularly,
4 but that pay did not include all earned wages on a weekly basis.

5 79. Labor Code § 202 provides that all earned and unpaid wages of an employee who
6 quits after providing at least 72-hours notice before quitting are due and payable at the time of
7 quitting and that all earned and unpaid wages of an employee who quits without providing at least
8 72-hours notice before quitting are due and payable within 72 hours.

9 80. The Defendants failed to pay Batres and all of the other Class Members whose
10 employment ended all of the earned but unpaid wages described above by the conclusion of their
11 employment with Batres, including minimum wages, regular wages, overtime wages, unprovided
12 meal period premium wages, unprovided rest break premium wages.

13 81. By failing to pay such earned wages to Plaintiff and the Class Members,
14 Defendants failed to timely pay them all earned and unpaid wages in violation of Labor Code
15 § 201, § 201.3, or § 202.

16 82. Plaintiff is informed and believes that Defendants' failures to timely pay Plaintiff
17 and the Class Members all of their earned and unpaid wages (described above) have been willful
18 in that, at all relevant times, Defendants have deliberately maintained policies and practices that
19 violate the requirements of the Labor Code and the Wage Order, even though at all relevant times,
20 they have had the ability to comply with those legal requirements.

21 83. Pursuant to Labor Code § 203, Plaintiffs seeks waiting time penalties on behalf of
22 themselves and the Class, in amounts subject to proof not to exceed 30 days of waiting time
23 penalties for each Class Member.

24 **SIXTH CAUSE OF ACTION**

25 **UNFAIR COMPETITION**

26 **(Bus. & Prof. Code §§ 17200, *et seq.*)**

27 **(By Plaintiff, on behalf of herself and the Class, against all Defendants)**

28 84. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.



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1 92. Labor Code § 204 states

2 (a) All wages, other than those mentioned in Section 201, 201.3, 202, 204.1,
3 or 204.2, earned by any person in any employment are due and payable twice
4 during each calendar month, on days designated in advance by the employer as the
5 regular paydays. Labor performed between the 1st and 15th days, inclusive, of any
6 calendar month shall be paid for between the 16th and the 26th day of the month
7 during which the labor was performed, and labor performed between the 16th and
8 the last day, inclusive, of any calendar month, shall be paid for between the 1st
9 and 10th day of the following month. ...

10 (b) (1) Notwithstanding any other provision of this section, all wages
11 earned for labor in excess of the normal work period shall be paid no later than the
12 payday for the next regular payroll period.

13 (2) An employer is in compliance with the requirements of subdivision (a) of
14 Section 226 relating to total hours worked by the employee, if hours worked in
15 excess of the normal work period during the current pay period are itemized as
16 corrections on the paystub for the next regular pay period. Any corrections set out
17 in a subsequently issued paystub shall state the inclusive dates of the pay period
18 for which the employer is correcting its initial report of hours worked.

19 (c) However, when employees are covered by a collective bargaining
20 agreement that provides different pay arrangements, those arrangements shall
21 apply to the covered employees.

22 (d) The requirements of this section shall be deemed satisfied by the payment
23 of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not
24 more than seven calendar days following the close of the payroll period.

25 93. Defendants paid wages to employees on regular intervals. Defendants, however,
26 failed to pay Plaintiff on such intervals for all wages earned and all hours worked. On information
27 and belief, Plaintiff alleges that Defendants also failed to pay the Aggrieved Employees on such
28 intervals for all wages earned and all hours worked.

94. During the applicable time period, Defendants violated California Labor Code §§
201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, and 1198.

95. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on
behalf of themselves and other current or former employees, to bring a civil action to recover civil
penalties pursuant to the procedures specified in California Labor Code § 2699.3.

96. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff, the State, and the
Aggrieved Employees, are entitled to recover civil penalties for each of the Defendants' violations



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of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, and 1198 during the applicable limitations period in the following amounts:

A. For violations of California Labor Code § 204, one hundred dollars (\$100.00) for each Aggrieved Employee for each initial violation and two hundred dollars (\$200.00) for each Aggrieved Employee for each subsequent, willful or intentional violation (penalty amounts established by California Labor Code § 210).

B. For violations of California Labor Code § 226(a), two hundred fifty dollars (\$250.00) for each Aggrieved Employee for initial violation and one thousand dollars (\$1,000.00) for each Aggrieved Employee for each subsequent violation (penalty amounts established by California Labor Code § 226.3).

C. For violations of California Labor Code §§ 510 and 512, fifty dollars (\$50.00) for each Aggrieved Employee for initial violation and one hundred dollars (\$100.00) for each Aggrieved Employee for each subsequent violation, per pay period (penalty amounts established by California Labor Code § 558).

D. For violations of California Labor Code § 1174, five hundred dollars (\$500.00) for each Aggrieved Employee for each violation of Labor Code § 1174 (penalty amounts established by Labor Code § 1174.5).

E. For violations of California Labor Code § 1197, one hundred dollars (\$100.00) for each Aggrieved Employee for each initial and intentional violation and two hundred fifty dollars (\$250.00) for each Aggrieved Employee for each subsequent violation, per pay period (regardless of whether the initial violations were intentionally committed) (penalty amounts established by California Labor Code § 1197.1).

F. For violations of California Labor Code §§ 201, 202, 203, 226.7, 1194, and 1198, one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for each initial violation and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation (penalty amounts established by California Labor Code § 2699(f)(2)).

97. Plaintiff has complied with the procedures for bringing suit specified in California Labor Code § 2699.3. By letter dated October 24, 2024, Plaintiff filed written notice online with the Labor and Workforce Development Agency (“LWDA”) and gave written notice by certified mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. A true and correct copy



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1 of the notice to the LWDA dated October 24, 2024 is attached as Exhibit A. Plaintiff submitted
2 his LWDA notice with a fee in the amount of \$75.00. The LWDA has failed to take action in
3 response within 65 calendar days of the date of Plaintiff's notice, but Plaintiff anticipates that the
4 LWDA will provide written notice to Plaintiff informing her that it does not intend to investigate
5 these allegations.

6 98. Pursuant to California Labor Code § 2699(g), Plaintiff and the Aggrieved
7 Employees are entitled to an award of civil penalties, reasonable attorney's fees and costs in
8 connection with their claims for civil penalties.

9 **V. PRAYER FOR RELIEF**

10 99. WHEREFORE, Plaintiff, on behalf of herself and the Class Members, prays for
11 relief and judgment against Defendants as follows:

12 A. An order that the action be certified as a class action with respect to
13 Plaintiff's claims for violations of California law;

14 B. An order that Plaintiff be appointed class representative;

15 C. An order that counsel for Plaintiff be appointed class counsel;

16 D. Unpaid wages, including minimum, regular, overtime, missed meal period,
17 and missed rest period wages;

18 E. Liquidated damages;

19 F. Statutory penalties, including waiting time penalties;

20 G. Civil penalties;

21 H. Restitution;

22 I. Declaratory relief;

23 J. Actual damages;

24 K. Pre-judgment interest;

25 L. Costs of suit;

26 M. Reasonable attorneys' fees; and

27 N. Such other relief as the Court deems just and proper.

28 **VI. DEMAND FOR JURY TRIAL**

Plaintiff, on behalf of herself and all other Class Members, hereby demands a jury trial on



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1 all issues so triable.

2 Respectfully submitted,

3
4 THE SPIVAK LAW FIRM

5 Dated: December 30, 2024

6 By: 

7 DAVID G. SPIVAK
8 LAUREN R. DAVIS,
9 Attorneys for Plaintiff(s),
10 MARIA JACQUELINE
11 BATRES, and all others
12 similarly situated
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EXHIBIT A



THE SPIVAK LAW FIRM

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SENT BY ELECTRONIC SUBMISSION AND CERTIFIED MAIL

October 24, 2024

Attn: PAGA Administrator
Labor and Workforce Development Agency
<http://dir.tflaforms.net>
Via Electronic Submission

Re: Maria Jacqueline Batres / Dimension Hospitality

To Whom It May Concern:

Pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.*, Maria Jacqueline Batres (hereafter “Batres” or “Complainant”) provides notice that Dr Hotel Employee Leasing, LLC, a Delaware limited liability company, Dimension Development Company, Inc., a Louisiana corporation, Dimension Development Two, LLC, a Louisiana limited liability company, and related entities (collectively “the Dr Hotel Employers” or “the Employers”) violated her rights and those of all other individuals the Dr Hotel Employers have employed or otherwise contracted with in California as hourly, non-exempt, including housekeepers and room and suite attendants, individuals performing work comparable to the aforementioned, and individuals in similar positions (hereafter the “Aggrieved Employees”) under Labor Code sections 201, 201.3, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, and other Labor Code statutes. On behalf of herself and all other Aggrieved Employees, Batres hereby provides this notice to the Labor & Workforce Development Agency and the Dr Hotel Employers and their agents and representatives.

At all relevant times, the Dr Hotel Employers have employed persons, conducted business, and engaged in illegal payroll practices and policies, throughout California. Batres and all of the other Aggrieved Employees are “employees” within the meaning of Industrial Welfare Commission Order No. 5-2001 (hereafter “the Wage Order”) section 2, subdivision (F) and “Aggrieved Employees” within the meaning of Labor Code section 2699(c).

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Statement of Facts

On approximately February 3, 2021, the Dr Hotel Employers began to employ Batres in Pasadena in the position of housekeeper and a room and suite attendant. The Dr Hotel Employers continuously employed her in that capacity until on or about May 29, 2024 when her employment ended.

At all relevant times, the Dr Hotel Employers issued wages to Batres and all of the other Aggrieved Employees on a semimonthly (24 paychecks/year) basis and paid them by the hour. At all relevant times, the Dr Hotel Employers classified Batres and all of the other Aggrieved Employees as non-exempt employees entitled to the protections of the Labor Code and the Wage Order. Though the Dr Hotel Employers were temp employers, they did not pay Batres and the other Aggrieved Employees on a weekly basis as required by law.

The Dr Hotel Employers failed to compensate Batres and all of the other Aggrieved Employees at the correct rates of pay for all hours worked over eight in a day, over 40 in a week, and for the first eight hours of the seventh day of the workweek. The Dr Hotel Employers required Batres and the other Aggrieved Employees to work over eight hours per day, over 40 hours per week, and on the seventh day of the same workweek. During these days and weeks, the Dr Hotel Employers required Batres and the other Aggrieved Employees to perform work, including cleaning utensils and preparing cleaning carts, before clocking in and to work through meal periods, though the Dr Hotel Employers did not pay Batres and the other Aggrieved Employees for the time. The Dr Hotel Employers also paid Batres and the other Aggrieved Employees for overtime hours at their regular rates of pay.

At all relevant times, the Dr Hotel Employers failed to provide Batres and all of the other Aggrieved Employees with all timely 30-minute, off-duty meal periods. The Dr Hotel Employers were under-staffed. They required Batres and the other Aggrieved Employees to complete more time-sensitive tasks in a workday than they could without working through meal periods. They also required Batres and the other Aggrieved Employees to complete more time-sensitive tasks in a workday than they could without taking meal periods within the first five hours of work or a second meal period on days they worked in excess of 10 hours. The Dr Hotel Employers also failed to pay premium wages for days on which they failed to provide Batres and all of the other Aggrieved Employees with meal periods as required by law.

At all relevant times, the Dr Hotel Employers failed to authorize and permit Batres and all of the other Aggrieved Employees to take ten-minute, off-duty, paid rest breaks every four hours worked or major portion thereof. The Dr Hotel Employers were under-staffed. They required Batres and the other Aggrieved Employees to complete more time-sensitive tasks in a workday than they could without working through rest periods. They also required Batres and the other Aggrieved Employees to complete more time-sensitive tasks in a workday than they could without taking rest periods within the first three and one half hours of work or a third rest period on days they worked in excess of 10 hours. The Dr Hotel Employers also failed to pay premium wages for days on which they failed to authorize and permit Batres and all of the other Aggrieved Employees to take rest breaks as required by law.

At all relevant times, the Dr Hotel Employers failed to issue to Batres and all of the other Aggrieved Employees complete and accurate wage statements that state all hours worked at the correct rates of pay, and all wages earned. The Dr Hotel Employers knowingly and intentionally failed to state on the wage statements they issued to Batres and all of the other Aggrieved Employees the unpaid wages discussed above. The wage statements fail to state all minimum wages earned, all regular wages earned, all overtime wages earned, all doubletime wages earned, all meal period premium wages earned, all rest break premium wages earned, and other required information.

The Dr Hotel Employers also failed to timely pay Batres and all of the other Aggrieved Employees all earned wages as described above during and at the conclusion of employment.

The Dr Hotel Employers failed to maintain accurate employee records of Batres and all of the other Aggrieved Employees.

For the reasons stated herein, Batres alleges the following violations of the Labor Code and the Wage Order on behalf of herself and all of the other Aggrieved Employees:

- (a) The Dr Hotel Employers failed to pay Batres and all of the other Aggrieved Employees all wages earned for all hours worked at the correct rates of pay, including minimum, regular, and overtime wages;
- (b) The Dr Hotel Employers failed to provide Batres and all of the other Aggrieved Employees all meal periods in compliance with California law;

- Accordingly, Batres now seeks civil penalties on behalf of herself and all of the other Aggrieved Employees based on the Dr Hotel Employers' alleged violations of the Labor Code and the Wage Order.

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The Wage Order

The Wage Order applies to “all persons employed in the public housekeeping industry whether paid on a time, piece rate, commission, or other basis.” Wage Order, § 1. The Wage Order defines "Public Housekeeping Industry" to mean

any industry, business, or establishment which provides meals, housing, or maintenance services whether operated as a primary business or when incidental to other operations in an establishment not covered by an industry order of the Commission, and includes, but is not limited to the following:

- (1) Restaurants, night clubs, taverns, bars, cocktail lounges, lunch counters, cafeterias, boarding houses, clubs, and all similar establishments where food in either sold or liquid form is prepared and served to be consumed on the premises;
- (2) Catering, banquet, box lunch service, and similar establishments which prepare food for consumption on or off the premises;
- (3) Hotels, motels, apartment houses, rooming houses, camps, clubs, trailer parks, office or loft buildings, and similar establishments offering rental of living, business, or commercial quarters;
- (4) Hospitals, sanitariums, rest homes, child nurseries, child care institutions, homes for the aged, and similar establishments offering board or lodging in addition to medical, surgical, nursing, convalescent, aged, or child care;
- (5) Private schools, colleges, or universities, and similar establishments which provide board or lodging in addition to educational facilities;
- (6) Establishments contracting for development, maintenance or cleaning of grounds; maintenance or cleaning of facilities and/or quarters of commercial units and living units; and
- (7) Establishments providing veterinary or other animal care services.

Wage Order, § 2(P). At all relevant times during the applicable limitations period, the Dr Hotel Employers, Batres, and all of the Aggrieved Employees were covered by the

Wage Order because the Dr Hotel Employers operated, and Batres, and all of the Aggrieved Employees, worked for one or more hotels. Accordingly, Batres and all of the other Aggrieved Employees are entitled to the protections the Wage Order provides.

Failure To Pay Wages For All Hours Worked At The Correct
Rates of Pay
(Lab. Code §§ 510, 1194, 1197, and 1198)

Under Labor Code section 1197, “The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.”

In relevant part, section 2(K) of the Wage Order states,

“Hours worked” means 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[.]

In relevant part, Labor Code section 1194 states:

- (a) Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.

In relevant part, Labor Code section 510 states:

Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of

eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

In relevant part, Section 3 of the Wage Order states:

The following overtime provisions are applicable to employees 18 years of age or over and to employees 16 or 17 years of age who are not required by law to attend school and are not otherwise prohibited by law from engaging in the subject work. Such employees shall not be employed more than eight (8) hours in any workday or more than 40 in a workweek unless the employee receives one and one half (1½) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:

- (a) One and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including twelve (12) hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek;
- (b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek; and
- (c) The overtime rate of compensation required to be paid to a nonexempt full-time salaried employee shall be computed by using the employee's regular hourly salary as one fortieth (1/40) of the employee's weekly salary.

Labor Code § 1198 prohibits employers from employing their employees under conditions prohibited by the Wage Order.

In conjunction, these provisions of the Labor Code require employers to pay employees no less than their agreed-upon or statutorily mandated wage rates for all hours worked, including hours spent working "off-the-clock" (before punching in or after punching out on a time clock) when the employer knew or reasonably should have known that employees were working during those hours. *Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575, 585.

The Dr Hotel Employers required Batres and the other Aggrieved Employees to perform work, including cleaning utensils and preparing cleaning carts, before clocking in and to work through meal periods, though the Dr Hotel Employers did not pay Batres and the other Aggrieved Employees for the time.

The Dr Hotel Employers required Batres and the other Aggrieved Employees to work over eight hours per day, over 40 hours per week, and on the seventh day of the same workweek. During these days and weeks, the Dr Hotel Employers required Batres and the other Aggrieved Employees to perform work, including cleaning utensils and preparing cleaning carts, before clocking in and to work through meal periods, though the Dr Hotel Employers did not pay Batres and the other Aggrieved Employees for the time. The Dr Hotel Employers also paid Batres and the other Aggrieved Employees for overtime hours at their regular rates of pay.

With respect to overtime wages, the regular rate of pay under California law must include “all remuneration for employment paid to, on behalf of, the employee.” O.L. 2002.06.14 (quoting 29 U.S.C. § 207(e)). This requirement includes, but is not limited to bonuses. *See, e.g., Huntington Memorial Hosp. v. Superior Court* (2005) 131 Cal. App. 4th 893, 904–05. Bonuses must be included in the regular rate whether they are the sole source of the employee’s compensation or are in addition to a guaranteed salary or hourly rate. 29 C.F.R. §§ 778.117, 778.208. *See Oliver v. Merry Med. Ctr., Inc.* (9th Cir. 1982) 695 F.2d 379. At all relevant times during their work for the Dr Hotel Employers, Batres and all of the other Aggrieved Employees earned awards during pay periods in which they worked hours qualifying for overtime and/or double time premium pay rates. However, the Dr Hotel Employers failed to pay to Batres and all of the other Aggrieved Employees overtime and double time premium pay on such awards, and other non-discretionary compensation.

At all relevant times during the applicable limitations period, the Dr Hotel Employers failed to compensate Batres and all of the other Aggrieved Employees for all hours worked, including, but not limited to minimum, regular, and overtime wages for all hours they worked at the correct rates of pay. Accordingly, Batres now seeks civil penalties on behalf of herself and all of the other Aggrieved Employees as follows:

1. \$50 for each aggrieved employee for each initial violation of Labor Code § 510, and \$100 for each aggrieved employee for each subsequent violation, per pay period in addition to an amount sufficient to recover underpaid wages (penalties set by Labor Code § 558);

2. \$100 for each aggrieved employee for each initial violation of Labor Code § 1194, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code § 2699(f)(2));
3. \$100 for each underpaid aggrieved employee for each initial violation of Labor Code § 1197, and \$250 for each underpaid aggrieved employee for each subsequent violation per pay period (regardless of whether the initial violations were intentionally committed), in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203 (penalties set by Labor Code § 1197.1) and
4. \$100 for each aggrieved employee for each initial violation of Labor Code § 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code § 2699(f)(2)).

Failure to Provide Meal Periods
(Lab. Code §§ 226.7, 512, and 1198)

In relevant part, section 2(K) of the Wage Order states,

“Hours worked” means 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.

In relevant part, Labor Code section 1198 states, “The employment of any employee ... under conditions of labor prohibited by the [Wage Order] is unlawful.”

In relevant part, Labor Code section 512 states:

An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 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.

In relevant part, section 11 of the Wage Order states:

Meal Periods:

- (A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee. Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. . . .
- (B) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

In addition, Labor Code section 226.7 states:

- (b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.
- (c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate

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Failure to Authorize and Permit Rest Periods
(Lab. Code §§ 226.7 & 1198)

Section 2(K) of the Wage Order states,

“Hours worked” means 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.

In relevant part, Labor Code section 1198 states,

The employment of any employee . . . under conditions of labor prohibited by the [Wage Order] is unlawful.

Section 12 of the Wage Order provides, in relevant part:

Rest Periods:

- (A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized 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. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.
- (B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the rest period is not provided.

In addition, Labor Code section 226.7 states:

- (b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable

statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.

- (c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, 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.

The Dr Hotel Employers failed to authorize and permit Batres and all of the other Aggrieved Employees to take ten-minute, paid, duty-free rest breaks every four hours worked or major fraction thereof. The Dr Hotel Employers did not seek an exemption from the rest period protections of the Wage Order from the California Division of Labor Standards Enforcement. The Dr Hotel Employers were under-staffed. They required Batres and the other Aggrieved Employees to complete more time-sensitive tasks in a workday than they could without working through rest periods. They also required Batres and the other Aggrieved Employees to complete more time-sensitive tasks in a workday than they could without taking rest periods within the first three and one half hours of work or a third rest period on days they worked in excess of 10 hours. Moreover, the Dr Hotel Employers failed to pay Batres and all of the other Aggrieved Employees premium wages on workdays the Dr Hotel Employers failed to provide Batres and all of the other Aggrieved Employees with 10-minute rest periods every four hours worked or major fraction thereof. Accordingly, Batres now seeks civil penalties for these Labor Code violations that the Dr Hotel Employers have committed against her and all of the other Aggrieved Employees as follows:

1. \$100 for each aggrieved employee for each initial violation of Labor Code section 226.7, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)); and

2. \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

Failure to Provide Accurate Wage Statements
(Lab. Code § 226)

Labor Code section 226(a) requires an employer to provide an employee, either semi-monthly or at the time of each wage payment, with an accurate and itemized written wage statement that shows:

1. Gross wages earned;
2. Total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;
3. The number of piece rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;
4. All deductions, provided that all deductions made on written orders of the Employee may be aggregated and shown as one item;
5. Net wages earned;
6. The inclusive dates of the period for which the employee is paid;
7. The name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement;
8. The name and address of the legal entity that is the employer; and

9. All applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

At all relevant times during the applicable limitations period, the Dr Hotel Employers violated Labor Code section 226 because they did not properly and accurately itemize each Aggrieved Employee's gross wages earned, net wages earned, the total hours worked, the corresponding number of hours worked at each rate by the Aggrieved Employee and other requirements of Labor Code section 226. The Dr Hotel Employers failed to state in the wage statements they issued to Batres and all of the other Aggrieved Employees all their hours worked and wages earned, including, but not limited to, regular and overtime wages for work they performed off-the-clock after clocking-out (as described above). The Dr Hotel Employers knowingly and intentionally failed to state on the wage statements they issued to Batres and all of the other Aggrieved Employees the earned but unpaid wages described above. The wage statements do not state all minimum wages earned, all regular wages earned, all overtime wages earned, all meal period premium wages earned, all rest break premium wages earned, and other required information.

Accordingly, Batres seeks civil penalties for the Labor Code violations that the Dr Hotel Employers have committed against her and all of the other Aggrieved Employees as follows: \$250 for each aggrieved employee for each initial violation of Labor Code section 226(a), and \$1,000 for each aggrieved employee for each subsequent violation (penalties set by Labor Code section 226.3).

Failure to Timely Pay Wages During Employment
(Lab. Code § 204)

Labor Code section 204 states all wages (other than those mentioned in Labor Code sections 201 and 202) earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. In addition, all wages for work performed in excess of the normal work period must be paid by no later than the following regular payday.

The Dr Hotel Employers failed to compensate Batres and all of the other Aggrieved Employees for wages earned, including minimum wages, regular wages, overtime wages, unprovided meal period premium wages, unprovided rest break premium wages, and other compensation, at the intervals stated above. As a result, the Dr Hotel Employers failed to timely pay all earned wages due during employment within the time periods set by Labor Code section 204. Accordingly, Batres now seeks civil penalties for the Labor Code violations that the Dr Hotel Employers have committed against her and all of the other Aggrieved Employees as follows: \$100 for each aggrieved employee for each initial violation of Labor Code section 204, and \$200 for each aggrieved employee for each subsequent violation, plus 25% of the amount unlawfully withheld from each aggrieved employee (penalties set by Labor Code section 210).

Failure to Timely Pay Wages Upon Termination of Employment
(Lab. Code §§ 201, 202, and 203)

Under Labor Code § 201, if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. Under § 202, if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 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. Notwithstanding any other provision of law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. *Id.* The date of the mailing shall constitute the date of payment for purposes of the requirement to provide payment within 72 hours of the notice of quitting. *Id.*

Under Labor Code § 203, if an employer willfully fails to pay without abatement or reduction, in accordance with §§ 201 and 202, the wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

The Dr Hotel Employers failed to pay Batres and all of the other Aggrieved Employees whose employment ended all of the earned but unpaid wages described above by the conclusion of their employment with Batres, including minimum wages, regular wages, overtime wages, unprovided meal period premium wages, unprovided rest break premium wages, and other compensation. By failing to pay Batres and all of the other

Aggrieved Employees as set forth above at the end of employment, the Dr Hotel Employers are liable for violations of Labor Code §§ 201, 202, and 203. Accordingly, on behalf of herself and all of the other Aggrieved Employees, Batres seeks civil penalties from the Dr Hotel Employers as follows:

1. For violations of Labor Code § 201, \$100 per aggrieved employee for each of the pay periods in which initial violations of § 201 occurred, and \$200 per aggrieved employee per pay period in which subsequent violations of § 201 occurred (penalties set by Labor Code § 2699(f)(2));
2. For violations of Labor Code § 202, \$100 per aggrieved employee for each of the pay periods in which initial violations of § 202 occurred, and \$200 per aggrieved employee per pay period in which subsequent violations of § 202 occurred (penalties set by Labor Code § 2699(f)(2)); and
3. For violations of Labor Code § 203, \$100 per aggrieved employee for each of the pay periods in which initial violations of § 203 occurred, and \$200 for per aggrieved employee per pay period in which subsequent violations of § 203 occurred (penalties set by Labor Code § 2699(f)(2)).

Failure to Maintain Accurate Employment Records
(Lab. Code §§ 1174 & 1198)

Labor Code section 1174, which also pertains to recordkeeping, states:

Every person employing labor in this state shall:

...

- (c) Keep a record showing the names and addresses of all employees employed and the ages of all minors.
- (d) Keep, 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. These records shall be kept in accordance with

rules established for this purpose by the commission, but in any case shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.

Labor Code section 1174.5 states:

Any person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

Section 7 of Wage Order states,

(A) Every employer shall keep accurate information with respect to each employee including the following:

- (1) Full name, home address, occupation and social security number.
- (2) Birth date, if under 18 years, and designation as a minor.
- (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded.
- (4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the Employee.
- (5) Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request.

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LWDA / The Dr Hotel Employers
Re: Maria Jacqueline Batres
October 24, 2024
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Conclusion

As noted above, this letter constitutes the required notice under the Labor Code Private Attorneys General Act of 2004. Please be advised that Maria Jacqueline Batres will seek both reasonable attorneys' fees and costs under Labor Code section 2699(g)(1) in a civil action should the LWDA decline to pursue this matter. This letter also serves as a formal notice under the catalyst theory and Code of Civil Procedure section 1021.5 to resolve this matter before litigation.

Sincerely,



David Spivak, Esq.

David@spivaklaw.com

cc: Ms. Maria Jacqueline Batres

Mr. Walter L. Haines, Esq.

Dimension Development Two, LLC
c/o Agent for service of process
1505 Corporation CSC - Lawyers Incorporating Service
2710 Gateway Oaks Dr,
Sacramento, CA 95833

Dimension Development Company, Inc.
c/o Agent for service of process
1505 Corporation C T Corporation System
330 N Brand Blvd,
Glendale, CA 91203

Dr Hotel Employee Leasing, LLC
c/o Agent for service of process
1505 Corporation Corpdirect Agents, Inc.
330 N Brand Blvd,
Glendale, CA 91203

PROOF OF SERVICE

State of California,
County of Los Angeles

1. I am a citizen of the United States and am employed in the County of Los Angeles, State of California. I am over the age of 18 years, and not a party to the within action. My business address is 1801 Century Park East, 25th Fl, Los Angeles, CA 90067.

2. I am familiar with the practice of The Spivak Law Firm, for collection and processing of correspondence for mailing with the United States Postal Service. It is the practice that correspondence is deposited with the United States Postal Service the same day it is submitted for mailing.

On Monday, December 30, 2024, I served the foregoing document described as **PLAINTIFF'S FIRST AMENDED COMPLAINT** on interested parties by placing a true and correct copy thereof enclosed in a sealed envelope, with postage fully prepaid, addressed as follows:

ATTORNEY FOR DEFENDANTS

Shareef S. Farag, Esq.

Nicholas D. Poper, Esq.

Matthew Goodman, Esq.

Matthew Eaton, Esq.

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XXXX (BY EMAIL) I caused the documents to be sent to the persons at the electronic service addresses listed above from my electronic service address lizzett@spivaklaw.com.

EXECUTED on Monday, December 30, 2024, at Riverside, California.

XXXX (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.


LIZZETT CORIEZ