

1 **JUSTICE FOR WORKERS, P.C.**

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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF LOS ANGELES**

11 CRISTINA INZUNZA, an individual and on
12 behalf of all others similarly situated;

13 Plaintiff,

14 vs.

15 EOS HOSPITALITY L'ERMITAGE
16 EMPLOYEE LLC, a Delaware limited liability
company; and DOES 1 through 50,

17 Defendants.
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Case No.: 24STCV30593

[Assigned for All Purposes to:
Hon. Carolyn B. Kuhl, Dept. 12]

**DECLARATION OF WILLIAM C. SUNG
IN SUPPORT OF MOTION FOR
APPROVAL OF PAGA SETTLEMENT,
ATTORNEY'S FEES AND COSTS, AND
ENHANCEMENT AWARD**

(Filed Concurrently with Notice of Motion
and Motion for Approval of PAGA
Settlement; Supporting Declarations and
[Proposed] Judgment and Order)

DATE: March 23, 2026

TIME: 1:45 p.m.

DEPT: 12

Action Filed: November 19, 2024

Trial Date: Not Set

1 I, William C. Sung, hereby declare as follows:

2 1. I am an attorney licensed to practice law in the state of California and have been
3 admitted to practice before this Court. I am an attorney with the law firm of Justice for Workers,
4 P.C., counsel of record for Plaintiff Juan Arias (“Plaintiff”) in this action. I am lead counsel for
5 Plaintiff in this case and I have personal knowledge of the matters stated herein and if called and
6 sworn as a witness, I would and could competently testify under oath thereto.

7 **ATTORNEY QUALIFICATIONS**

8 2. My qualifications are as follow: I received my J.D. from the University of Southern
9 California Gould School of Law in 2011. During law school, I served as the Senior Content Editor
10 on the Southern California Law Review where I published the article: *Taking the Fight Back to Title*
11 *VII: A Case for Redefining “Because of Sex” to Include Gender Stereotypes, Sexual Orientation,*
12 *and Gender Identity*, Southern California Law Review, Volume 84:2 (Jan. 2011). During law
13 school, I also served as a judicial extern to U.S. Ninth Circuit Judge, Hon. Kim M. Wardlaw, and
14 U.S. Bankruptcy Court Judge, Hon. Ernest M. Robles; served as a law clerk to the General Counsel
15 of JM Eagle; and participated in the law school’s Employer Legal Advice Clinic.

16 3. After passing the California Bar in December 2011, I began practicing management-
17 side employment law at the Los Angeles office of Lewis Brisbois Bisgaard & Smith LLP. In 2013, I
18 began focusing my practice at Lewis Brisbois on representing employers in wage and hour class and
19 PAGA action lawsuits. In January 2017, I was elevated to the position of Partner and Vice Chair of
20 Lewis Brisbois’ Wage & Hour Class Action Practice Group. In November 2020, I was elevated as
21 the Co-Chair of Lewis Brisbois Wage & Hour Class Action Practice Group, becoming one of the
22 youngest attorneys to chair a practice group at the firm. In January 2022, I was voted in as an equity
23 partner, becoming one of the youngest equity partners and the third Asian-American equity partner
24 in the history of this 1,500-attorney firm. During my tenure as a wage and hour class action defense
25 attorney, I have represented employers in over 80 wage and hour class and/or PAGA action
26 lawsuits.

27 4. In July 2023, I joined Justice for Workers, P.C. (“JFW”) and began heading its
28 Complex Litigation Practice Group where I focus my practice on representing employees in wage

1 and hour class and PAGA action lawsuits. In my current practice at JFW, I serve as the lead
2 plaintiff's counsel on over 100 pending class and/or PAGA actions. In addition to this matter, I have
3 resolved over 50 other class and/or PAGA actions at mediation. The following are cases in which I
4 have received final approval of class action and/or PAGA settlement and I was appointed as class
5 and/or PAGA counsel: *Linda Salazar Ayala v. Applied Membranes, Inc.*, San Diego Superior Court
6 Case No. 37-2023-00054420-CU-OE-CTL, final approval of class/PAGA settlement granted on
7 December 5, 2025; *Hai Luu v. Cambro Manufacturing Co.*, Orange County Superior Court, Case
8 No. 30-2024-01389852-CU-OE-CXC, approval of PAGA settlement granted on November 7, 2025;
9 *Justin Le, et al. v. Dragonfly Tea Bar LLC, et al.*, Los Angeles Superior Court Case No.
10 23STCV26247, final approval of class/PAGA settlement granted on October 29 2025; *Ryan*
11 *Lukman v. Safe Haven Security Services, LLC*, Riverside County Superior Court, Case No.
12 CVRI2400777, final approval of class/PAGA settlement granted on October 1, 2025; *Amaya Nelson*
13 *v. Clair Global Corp.*, Los Angeles Superior Court, Case No. 24STCV14597, final approval of
14 class/PAGA settlement granted on May 22, 2025; *Jose Regalado v. United Markets*, Marin County
15 Superior Court Case No. CV0001169, final approval of class/PAGA settlement granted on August
16 29, 2025; *Mushfiqur Chowdhury v. CWT US, LLC*, Los Angeles Superior Court Case No.
17 23STCV25373, final approval of class/PAGA settlement granted on August 22, 2025; *Pedro*
18 *Hernandez v. Edmund A. Gray Co.*, Los Angeles Superior Court Case No. 24STCV04118, final
19 approval of class/PAGA settlement granted on August 19, 2025; *Pedro Hernandez v. Steps Apparel*
20 *Group, Inc., et al.*, Los Angeles Superior Court Case No. 23STCV27883, approval of PAGA
21 settlement granted on August 13, 2025; *Doelisha Kelly v. Pan American Properties, Inc.*, Orange
22 County Superior Court Case No. 30-2023-01362739-CU-OE-CXC, approval of PAGA settlement
23 granted on July 11, 2025; *Alexis Bartram v. Lakeshore Learning Materials, LLC*, Los Angeles
24 Superior Court Case No. 23STCV21174, final approval of class/PAGA settlement granted on July
25 3, 2025; *Randall Bachman v. Geodis Logistics LLC*, Riverside Superior Court, Case No.
26 CVRI2400956, final approval of class/PAGA settlement granted on June 25, 2025; *Chinyere*
27 *Ezekwesili v. Vermont HealthCare Center LLC*, Los Angeles Superior Court Case No.
28 24STCV17871, approval of PAGA settlement granted on June 11, 2025; *Jorge Nieto v. Pick-Your-*

1 *Part Auto Wrecking*, Riverside Superior Court Case No. CVRI2402255, approval of PAGA
2 settlement granted on May 29, 2025; *Ted Kim v. Hyundai America Technical Center, Inc.*, San
3 Bernardino Superior Court Case No. CIVSB2326861, approval of PAGA settlement granted on
4 May 21, 2025; *Eric Echeverria v. Fireclay Tile Inc.*, San Benito Superior Court Case No. CU-23-
5 00249, final approval of class/PAGA settlement granted on May 7, 2025; *Isaias Velasco v. Nature's*
6 *Produce*, Los Angeles County Superior Court Case No. 23STCV23811, approval of PAGA
7 settlement granted on April 29, 2025; *Norma Borquez v. Smart Metals Recycling LLC*, Yolo
8 Superior Court Case No. CV2024-0050, final approval of class/PAGA settlement granted on April
9 4, 2025; *Juan Hinojos Campos v. Applied Technology Group, Inc.*, Kern Superior Court Case No.
10 BCV-23-103067, final approval of class/PAGA settlement granted on March 11, 2025; *Dennisha*
11 *Lampkin v. Sunstates Security, Inc.*, Riverside Superior Court Case No. CVRI2305600, final
12 approval of class/PAGA settlement granted on December 18, 2024.

13 5. Tiffany L. Luu, Esq.'s primary practice has been employment law throughout her
14 entire legal career. Ms. Luu handled a number of wage and hour matters, including individual
15 actions and class and/or PAGA actions, on behalf of plaintiffs and defendants. Ms. Luu received her
16 J.D., cum laude, along with her Master of Dispute Resolution, from the Pepperdine University Rick
17 J. Caruso School of Law in 2020. Ms. Luu practiced as a labor and employment associate for the
18 next 3 years representing employers in wage and hour class and/or PAGA actions, including at
19 Lewis Brisbois Bisgaard & Smith LLP and Fisher & Phillips LLP. In January 2024, Ms. Luu joined
20 FW and as an associate in the Complex Litigation Practice Group, where she focuses her practice on
21 representing employees in wage and hour class and PAGA action lawsuits.

22 6. Joseph C. Ramli, Esq.'s primary practice has been employment law throughout his
23 entire legal career. Mr. Ramli received his J.D. from the Pepperdine University Rick J. Caruso
24 School of Law in 2021. Shortly after passing the California State Bar, Mr. Ramli practiced as a
25 labor and employment associate starting in March 2022 representing employers in wage and hour
26 class and/or PAGA actions, including at Lewis Brisbois Bisgaard & Smith LLP and O'Hagan Meyer
27 LLP. In January 2025, Mr. Ramli joined JFW and as an associate in the Complex Litigation Practice
28 Group, where I focus my practice on representing employees in wage and hour class and PAGA

1 action lawsuits.

2 **SUMMARY OF THE LITIGATION AND SETTLEMENT**

3 7. As counsel for Plaintiff and Aggrieved Employees, I have been intimately
4 involved in this case since its inception and I believe that the proposed PAGA settlement is a fair
5 and equitable result for Aggrieved Employees and the State. Enclosed as **Exhibit 1** is a true and
6 correct copy of the parties' fully executed PAGA Settlement Agreement (the "Settlement" or
7 "Agreement"). The proposed explanatory letter regarding the Settlement to be mailed to Aggrieved
8 Employees along with their settlement checks is attached to the Agreement as **Exhibit A**.

9 8. Defendant operates the L'Ermitage Beverly Hills Hotel in Beverly Hills, California.

10 9. On November 19, 2024, Plaintiff submitted the LWDA Letter of alleged Labor Code
11 violations to Defendant and the California Labor and Workforce Development Agency (the
12 "LWDA"). Enclosed as **Exhibit 2** is a true and correct copy of the LWDA Letter.

13 10. On November 19, 2024, Plaintiff filed the Class Action Complaint alleging causes of
14 action for: (1) Minimum Wage Violations, (2) Overtime Wage Violations, (3) Meal Period
15 Violations, (4) Rest Period Violations, (5) Wage Statement Penalties, (6) Waiting Time Penalties,
16 (7) Failure To Reimburse Necessary Business Expenses, and (8) Unfair Competition.

17 11. On January 30, 2025, Plaintiff filed the operative First Amended Complaint
18 ("Operative Complaint") adding a cause of action for Civil Penalties Under the California Private
19 Attorneys General Act. Plaintiff's counsel has uploaded the Operative Complaint with the LWDA.
20 Enclosed as **Exhibit 3** is a true and correct copy of the Operative Complaint.

21 12. Prior to mediation, Defendant's counsel provided Plaintiff's counsel with Plaintiff's
22 arbitration agreement and documentation authenticating the arbitration agreement. As such, the
23 Parties agreed to mediate as to Plaintiff's PAGA claims only. On December 3, 2025, following the
24 execution of the Agreement, Plaintiff filed a Request for Dismissal of Class Claims Without
25 Prejudice, support by Plaintiff's counsel's declaration under California Rule of Court 3.770. The
26 Request for Dismissal is currently pending with the Court.

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1 inconvenience, distraction, disruption, delay, and expense disproportionate to the potential benefits
2 of litigation. Plaintiff and Plaintiff's counsel considered the risk and uncertainty of the outcome
3 inherent in any litigation when determining whether this Settlement was the correct option.

4 **KEY TERMS OF THE PROPOSED PAGA SETTLEMENT**

5 16. Defendant has verified the number of Pay Periods and elected to adjust the PAGA
6 Period end date to November 20, 2025, which is the date that Pay Periods hit 5,356. Thus, the
7 PAGA Period is from November 19, 2023 through November 20, 2025 (the "PAGA Period").

8 17. Plaintiff's litigation costs are approximately \$12,783.50, including estimated future
9 costs in filing this Motion and supporting papers (\$77.97), courtesy copy delivery fee for this
10 Motion (\$164.30), supplemental filings for this Motion (\$16.17), Case Anywhere System Access
11 Fee from December 2025 to April 2026 (\$302.00), and filing of the Settlement Administrator's
12 declaration of compliance re settlement administration (\$16.17). Enclosed as **Exhibit 4** is a true and
13 correct itemized list of costs incurred to date and estimated future costs.

14 18. The Parties jointly selected Phoenix Settlement Administrator as the neutral entity to
15 administer this Settlement based on its bid of \$4,500.00.

16 19. The amount estimated in the Net Settlement Amount for the LWDA payment and the
17 Aggrieved Employee payment is \$27,716.50. Accordingly, approximately \$9,700.78 (35% of the
18 Net Settlement Amount) will be paid to the estimated 204 Aggrieved Employees on a pro-rata basis
19 based on the number of pay periods each Aggrieved Employee worked during the PAGA Period,
20 and the raw average payment to Aggrieved Employees is estimated at \$48.14.

21 **THE SETTLEMENT WARRANTS APPROVAL**

22 20. Plaintiff's counsel has conducted a thorough investigation into the facts of this case.
23 Based on the foregoing discovery and on their own independent investigation and evaluation,
24 Plaintiff's counsel is of the opinion that the Settlement is fair, reasonable, and adequate.
25 Furthermore, considering all known facts and circumstances, the risk of significant delay, trial risk,
26 appellate risk, the defenses that could be asserted by Defendant on the merits, the Settlement is in
27 the best interests of the Aggrieved Employees and the State. The Settlement avoids the risks,
28 burdens, and the accompanying expense of further litigation. Although the Parties have engaged in

1 a significant amount of investigation, informal discovery, and employee data analysis, they have not
2 participated in substantial formal discovery procedures, including depositions and expert discovery.
3 Moreover, preparation for trial would remain for the Parties, as well as the prospect of appeals in
4 the wake of any summary judgment ruling. As a result, the Parties would incur considerably more
5 attorneys' fees and costs through trial.

6 21. Based on Plaintiff's counsel's analysis of the time and payroll records provided by
7 Defendant and on information from Plaintiff, Plaintiff's counsel evaluated Defendant's maximum
8 and risk-adjusted potential exposure. Based on Defendant's disclosures, there were approximately
9 204 Aggrieved Employees who collectively worked approximately 4,422 pay periods.

10 22. Plaintiff's assessment of potential recovery of PAGA penalties in this Motion is
11 limited to \$30 per pay period because Defendant has represented that, within 60 days of receiving
12 the LWDA Letter, Defendant conducted an audit of the alleged Labor Code violations, and to
13 Plaintiff's knowledge, Defendant has not been subject to any prior court judgments or Labor
14 Commissioner order placing it on notice of any violation pertaining to the claims Plaintiff asserted
15 and the heightened subsequent violation penalty does not apply.

16 23. Furthermore, as to all of Plaintiff's PAGA claims, Defendant argued that the Court
17 will exercise its discretion to reduce PAGA penalties. Here, Defendant argued that based on their
18 compliant policies and practices, their defenses on Plaintiff's theories of liability on the merits, and
19 the hyper technical nature of the regular rate claims, the Court will significantly reduce any award
20 of PAGA penalties based on its good-faith compliance with the Labor Code

21 24. Here, Plaintiff alleges that Defendant failed to factor commissions and incentives
22 into the regular rate of pay for overtime, meal period premiums, and paid sick leave. Plaintiff's
23 counsel found approximately 7.06% of pay periods had an overtime regular rate violation, 2.10% of
24 pay periods had a meal period premium regular rate violation, and approximately 1.86% of pay
25 periods had a paid sick leave violation. At \$30 initial penalty per pay period and extrapolated to the
26 date of mediation, maximum PAGA penalties for regular rate violations total \$14,751.79. In
27 response, Defendant argued that Defendant has been truing up the regular rate on overtime properly,
28 and within 60 days of its receipt of the LWDA Letter, conducted a regular rate audit and began

1 truing up meal period premiums and paid sick leave at the regular rate. In light of Defendant's
2 defenses on the merits and the risk of this Court exercising its discretion to reduce PAGA penalties,
3 Plaintiff applied a 25% discount to this claim, resulting in a realistic penalty award of \$11,063.84.

4 25. Plaintiff alleges she sometimes experienced off-the-clock work because she waited
5 in line for several minutes to clock in and out for her shifts. At \$30 initial penalty per pay period
6 and estimating a 50% violation rate, maximum PAGA penalties for off the clock work violations
7 total \$66,330.00. In response, Defendant vigorously contests that the few minutes Aggrieved
8 Employees spent waiting in line to clock in and out was compensable. In light of Defendant's
9 defenses on the merits and the risk of this Court exercising its discretion to reduce PAGA penalties,
10 Plaintiff applied an 80% discount to this claim, resulting in a realistic penalty award of \$13,266.00.

11 26. Plaintiff alleges that Defendant sometimes failed to provide her with uninterrupted,
12 30-minute meal periods before the end of the fifth hour of work. Plaintiff's counsel and his expert
13 analyzed employee time and payroll records and found, after applying for meal period premiums
14 paid, approximately 15% of pay periods had one or more meal period violations. At \$30 initial
15 penalty per pay period, maximum PAGA penalties for meal period violations are \$9,494.50. In
16 response, Defendant counters that it has maintained compliant meal period policies and practices
17 throughout the PAGA Period and always provided compliant meal periods in line with those
18 policies. Defendant points to the fact that it paid approximately 1,1152 meal period premiums
19 totaling \$25,323.44 as evidence of its superior meal period compliance practices. As such,
20 Defendant maintains Plaintiff's meal period claim is unmanageable since individual inquiries would
21 be needed to assess which employees, if any, took non-compliant meal periods, how many meal
22 periods were non-compliant, and the reasons why a particular employee did not take a meal period
23 on a particular shift and a meal period premium was not paid. In light of Defendant's defenses on
24 the merits and the risk of this Court exercising its discretion to reduce PAGA penalties, Plaintiff
25 applied an 50% discount to this claim, resulting in a realistic penalty award of \$9,949.50.

26 27. Plaintiff contends that she occasionally could not take 10-minute rest breaks because
27 of operational needs. Any rest period violations would not be reflected in the time or payroll
28 records. Estimating that Aggrieved Employees experienced rest period violations during

1 approximately 15% of pay periods, and at \$30 initial violation rates, maximum PAGA penalties for
2 rest period violations are \$19,899. In response, Defendant counters that it has maintained compliant
3 rest period policies and practices throughout the PAGA Period and always provided compliant rest
4 periods in line with those policies. As such, Defendant maintains Plaintiff's rest period claim is
5 unmanageable since individual inquiries would be needed to assess which employees, if any, took
6 non-compliant rest periods, how many rest periods were non-compliant, and the reasons why a
7 particular employee did not take a rest period on a particular shift. light of Defendant's defenses on
8 the merits and the risk of this Court exercising its discretion to reduce PAGA penalties, Plaintiff
9 applied an 50% discount to this claim, resulting in a realistic penalty award of \$9,949.50.

10 28. During the PAGA period, Plaintiff would use her personal cellphone to communicate
11 with her supervisor and to send photos of rooms Plaintiff cleaned to her supervisor without
12 reimbursement. Plaintiff was in the Housekeeping department and estimating that housekeeping
13 employees accounted for 50% of pay periods, and at \$30 per pay period, maximum PAGA penalties
14 for reimbursement violations are \$66,330.00. In response, Defendant counters it provided radios to
15 housekeeping employees and any cellphone usage was not required but out of employees' own
16 volition. light of Defendant's defenses on the merits and the risk of this Court exercising its
17 discretion to reduce PAGA penalties, Plaintiff applied an 50% discount to this claim, resulting in a
18 realistic penalty award of \$33,165.00.

19 29. Based on the foregoing, Plaintiff's counsel estimates Defendant's maximum
20 exposure for PAGA penalties to be approximately \$187,209.79. Considering Defendant's defenses
21 on the merits and the potential for the Court to reduce a PAGA penalty award, Plaintiff's counsel
22 believes the realistic recovery at trial on these claims to be \$77,393.84. The \$75,000.00 settlement
23 is an excellent result and amounts to "genuine and meaningful" relief "consistent with the
24 underlying purpose of the statute to benefit the public" as it represents approximately 96.91% of
25 Plaintiff's realistic recovery. This is a fair and equitable result, particularly because, under the
26 Settlement, Aggrieved Employees will receive timely, guaranteed relief and will avoid the risk of
27 not being able to recover anything.

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1 **THE REQUESTED ATTORNEYS' FEES AND COST AWARD SHOULD BE APPROVED**

2 30. This Settlement is beneficial in that it limits the risk of continued expenses and
3 consumption of time, energy, and resources facing Defendant while at the same time rewarding
4 Plaintiff's counsel for their decision to assume risk by taking on this matter. In fact, prosecution of
5 this action involved significant financial risk for Plaintiff's counsel. Plaintiff's counsel undertook
6 this matter solely on a contingent basis, with no guarantee of recovery. Once Plaintiff's counsel
7 undertook this litigation on behalf of the Aggrieved Employees, they committed to pursue it to its
8 conclusion, placing their fiduciary duty to the Aggrieved Employees ahead of all other concerns.

9 31. Plaintiff's counsels' experience in wage and hour class and representative actions
10 was integral in evaluating the strengths and weaknesses of the case against Defendant and the
11 reasonableness of this Settlement. Practice in the narrow field of wage and hour litigation requires
12 skill and knowledge concerning the rapidly evolving substantive law (state and federal), as well as
13 the procedural law of representative action litigation. Based on these and other factors, Plaintiff's
14 counsel have recently received fee awards based on a percentage of the gross recovery

15 32. As of the filing of this Motion, Justice for Workers, P.C. incurred a total lodestar of
16 \$64,815.00 for 89.1 hours worked by attorneys successfully litigating this matter, which represents
17 a negative 0.39 lodestar multiplier. I have reviewed my firm's lodestar in this matter and believe the
18 charges are reasonable and were reasonably necessary to the conduct of the case.

19 33. The work conducted include, but are not limited to meetings with the Plaintiff and
20 review of documents provided by her; legal research and investigation regarding the Defendant's
21 practices at various points in the litigation; preparation and submission of Plaintiff's PAGA notice
22 letter; drafting pleadings and preparation for case management conferences; analyzing Plaintiff's
23 arbitration agreement; extensive meet and confer correspondence and discussions with Defendant's
24 counsel regarding case management, mediation, and informal discovery for mediation; analysis of
25 the informal discovery production and preparation of a damages model with the aid of an expert
26 data analyst; research and preparation of Plaintiff's mediation brief and participation in mediation;
27 drafting, negotiating, and reviewing multiple drafts of the Agreement and attachments thereto;
28 preparation, finalization, and filing of the motion for approval and accompanying filings;

1 anticipated preparation for and attendance at the hearing on motion for approval; anticipated
2 monitoring approval of the Settlement and requested award; anticipated overseeing the
3 administration process and distribution of funds; and communications with Plaintiff regarding the
4 case.

5 34. In assessing the reasonableness of the billing rates for the attorneys at Justice for
6 Workers, P.C., I referred to the “Laffey Matrix” to set our hourly billing rates. *See*
7 <http://www.laffeymatrix.com/>. The Laffey Matrix is a fee schedule used by many courts throughout
8 the United States, including some California state courts and California Federal District Courts. The
9 Laffey Matrix is a well-established objective source that California courts have relied on in
10 assessing hourly rates since 2005. *See In Re HPL Technologies, Inc. Securities Litigation* (N.D. Cal.
11 2005) 366 F.Supp.2d 912, 921 (confirming use of the Laffey Matrix adjusted to account for locality
12 pay differentials); *Rubalcaba v. Albertson's, LLC* (Cal. Super. Ct. May 25, 2017) No. BC528755,
13 2017 WL 4330597, at *4 reversed on other grounds.)

14 35. My associates and I at Justice for Workers, P.C. have extension experience providing
15 class action services, both as defense attorneys and now as plaintiff’s attorneys. When comparing
16 the billing rates for attorneys at my firm with the Laffey Matrix, my associates and I bill **below** the
17 rate for similarly skilled and tenured legal professionals:

Name	Laffey Matrix Fee	Actual Billing Rate	Hours Billed	Lodestar
William C. Sung (14 th Year Attorney)	\$948	\$850	57.90	\$49,215.00
Tiffany L. Luu (5 th Year Attorney)	\$581	\$500	26.50	\$13,215.00
Joseph C. Ramli (4 th Year Attorney)	\$581	\$500	4.70	\$2,240.00
		Total:	89.1	\$64,815.00

24
25 36. Our fee requests based on a percentage of the gross settlement amount and a lodestar
26 hourly rate of \$850 per hour to me and \$500 to my associates have been approved by multiple
27 courts identified in Paragraph 4, *supra*.

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1 37. Additionally, I estimate my associates and I will devote no less than 10 hours,
2 although likely more time, to additional tasks, which are hours not included in the foregoing
3 lodestar total. These additional hours will include time spent to obtain and monitor approval of the
4 Settlement and requested awards, oversee the settlement administration process and distribution of
5 funds, respond to inquiries, and communicate with Plaintiff regarding the case.

6 38. Plaintiff seeks an enhancement award of \$5,000.00 and I submit that this request is
7 reasonable given Plaintiff's efforts in this case and the risks Plaintiff undertook on behalf of the
8 State and Aggrieved Employees.

9 39. On December 19, 2025, I gave notice of this Settlement to the LWDA by filing a
10 copy of the fully executed Agreement, Motion for Approval of PAGA Settlement, supporting
11 declarations, and Proposed Judgment and Order with the LWDA via uploading through its website.
12 Enclosed as **Exhibit 4** is a true and correct copy of the LWDA's filing confirmation.

13 I declare, under penalty of perjury under the laws of the State of California, that the
14 foregoing is true and correct.

15 Executed on December 19, 2025 at Los Angeles, California.

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18 _____
William C. Sung

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Settlement” or “Agreement”) is made and entered into between Plaintiff Cristina Inzunza (“Plaintiff”), acting in a Private Attorney General capacity, and Defendant EOS Hospitality L’Ermitage Employee LLC (“Defendant”). Plaintiff and Defendant are collectively referred to as “Parties.”

I. DEFINITIONS

The following terms, when used in this Settlement, shall have the following meanings:

1. “Action” means the matter entitled *Cristina Inzunza v. EOS Hospitality L’Ermitage Employee LLC*, Los Angeles County Superior Court Case No. 24STCV30593 and as set forth in Plaintiff’s correspondence to the California Labor and Workforce Development Agency (“LWDA Letter”) dated on or about November 19, 2024.

2. “Aggrieved Employees” means all of Defendant’s current and former non-exempt California employees employed at any time during the PAGA Period. Defendant represents that there are approximately 204 Aggrieved Employees.

3. “Complaint” means the First Amended Class and Representative Action Complaint in the Action filed on January 30, 2025.

4. “Court” means the Superior Court of California for the County of Los Angeles.

5. “Effective Date” means 65 days after the date the Court enters an order approving the Settlement and entering judgment thereon.

6. “Individual PAGA Payment” means the amount to be paid to each Aggrieved Employee based on the formula described herein.

7. “LWDA” means the California Labor and Workforce Development Agency.

8. “Gross Settlement Amount” is the non-reversionary sum of Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00), which represents the total all-in amount payable under this Settlement by Defendant, including, without limitation, payments to all Aggrieved Employees, payment to the LWDA, payment of Plaintiff’s Counsel’s fees and costs, and payment to the Settlement Administrator for administration costs.

9. “Net Settlement Amount” is the amount remaining to distribute to the LWDA and Aggrieved Employees after the following amounts (if approved by the Court) are subtracted from the Gross Settlement Amount: (a) Plaintiff’s Counsel’s fees up to one-third (33 1/3%) of the Gross Settlement Amount, currently estimated at \$25,000.00; (b) Plaintiff’s verified costs up to \$20,000.00; (c) verified administration costs up to \$4,500.00; and (d) Plaintiff’s service award of up to \$5,000.00.

10. “PAGA” means the California Labor Code Private Attorneys General Act, California Labor Code § 2698, *et seq.*

11. “PAGA Period” means the time period from November 19, 2023 through December 5, 2025.

12. “PAGA Released Claims” any and all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Complaint and Plaintiff’s LWDA Letter which arose during the PAGA Period, including without limitation to, any and all claims for unreimbursed business expenses, alleged unpaid wages (including but not limited to overtime and minimum wages, and premiums), failure to provide meal periods and rest breaks and alleged unpaid meal period and rest break premiums, itemized wage statement penalties, failure to maintain payroll records, failure to use the correct rate for meal premiums, rest premiums, overtime, and/or sick pay, waiting time penalties, failure to timely pay wages during employment.

13. “Parties” means Plaintiff and Defendant, collectively.

14. “Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

15. “Plaintiff” means Cristina Inzunza.

16. “Plaintiff’s Counsel” means William C. Sung, Tiffany L. Luu, and Joseph C. Ramli of Justice for Workers, P.C.

17. “Released Parties” means Defendant EOS Hospitality L’Ermitage Employee LLC and its respective parents, subsidiaries, affiliates, owners, members, managers, shareholders, joint employers, predecessors or successors (including but not limited to: LBVH Hotel Owner, LLC; EOS Investors LLC; EOS Hospitality LLC).

18. “Settlement Administrator” or “Administrator” means Phoenix Settlement Administrators.

II. RECITALS

1. Plaintiff alleges that with regard to the Aggrieved Employees, Defendant: (1) failed to pay all wages due, including minimum and overtime wages; (2) failed to provide meal and rest periods; (3) failed to pay paid sick leave; (4) failed to pay all wages due upon termination of employment; (5) failed to timely pay wages; (6) failed to furnish accurate itemized wage statements; (7) failed to maintain accurate records, and (8) failed to reimburse all necessary business expenses, all of which result in liability for civil penalties under the PAGA.

2. On November 19, 2024, Plaintiff provided the LWDA Letter to the LWDA and Defendant asserting claims for civil penalties pursuant to PAGA stemming from alleged violations of the California Labor Code described in Paragraph II.1 above.

3. On November 19, 2024, Plaintiff filed the initial Class Action Complaint in the Action.

4. On January 30, 2025, Plaintiff filed the operative First Amended Class and Representative Action Complaint, adding a cause of action for civil penalties under the PAGA (the

“Complaint”).

5. During the pendency of the Action, the Parties engaged in an informal discovery exchange prior to mediation. In response to Plaintiff’s Counsel’s informal discovery requests, Defendant provided Plaintiff’s Counsel with Plaintiff’s signed arbitration agreement, information and documents pertaining to Plaintiff and other Aggrieved Employees and the claims in the Action in order for Plaintiff’s Counsel to investigate Plaintiff’s allegations and value the PAGA claim, including but not limited to timekeeping and payroll data.

6. On October 6, 2025, the Parties participated in a PAGA mediation before mediator Tagore Subramaniam, Esq. With the assistance of Mr. Subramaniam, the Parties agreed to fully and finally resolve, subject to Court approval, the PAGA Released Claims as to Plaintiff and the Aggrieved Employees.

7. Upon the execution of this Agreement and prior to seeking approval of the Agreement, Plaintiff shall file a request of dismissal of class action claims without prejudice.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

1. **Non-Admission.** Nothing in this Settlement shall be construed to be an admission by Plaintiff that Plaintiff’s claims do not have merit or by Defendant of any liability or wrongdoing as to Plaintiff, Aggrieved Employees, or any other person, and Defendant specifically disclaims any such liability or wrongdoing. The Parties have entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses and risks. This Settlement and any related court documents or orders are not and may not be cited or admitted as evidence of liability.

2. **Gross Settlement Amount.** Defendant shall pay Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) as the **non-reversionary** Gross Settlement Amount. Defendant will not pay more than the Gross Settlement Amount (subject to the Escalator Clause below). The payment of the Gross Settlement Amount shall be made within fourteen (14) calendar days following the Effective Date. Defendant shall make the payment to the Settlement Administrator who will then distribute all payments.

3. **Escalator Clause.** Defendant represents that there are an estimated 4,869 total Pay Periods worked by the Aggrieved Employees in California during the PAGA Period. If the total number of Pay Periods during the PAGA Period is 10% higher than 4,869 Pay Periods (i.e., 5,356 or more Pay Periods), then Defendant shall have the option to either: (1) de-escalate the settlement so that the Pay Period ends on the date that the Pay Period count totals no more than 5,356; or (2) permit the Gross Settlement Amount to be increased proportionally by the Pay Periods in excess of 5,356 Pay Periods. For example, if the number of pay periods is 11% higher than 4,869, the Gross Settlement Amount will increase by 1%. Defendant shall verify the number of Pay Periods prior to Plaintiff’s filing of the motion for approval of PAGA settlement.

4. **Net Settlement Amount.** The Parties agree that the following amounts should be subtracted from the Gross Settlement Amount, if approved by the Court, resulting in a Net

Settlement Amount to distribute to the LWDA and Aggrieved Employees:

a. Plaintiffs Counsel's Fees and Costs. Defendant will not oppose Plaintiffs request for attorneys' fees in the amount up to one-third (33 1/3%) of the Gross Settlement Amount (currently estimated at \$25,000.00), and costs incurred in prosecuting this Action up to \$20,000.00. In the event the Court approves a payment of less than these amounts, the difference will be added to the Net Settlement Amount. Released Parties shall have no liability to Plaintiff's Counsel or any other Plaintiff's counsel arising from any claim to any portion any Plaintiff's Counsel Fee Payment and/or Plaintiff's Counsel Litigation Expenses Payment. The Settlement Administrator will report these payments on IRS Form 1099 issued to Plaintiff's Counsel. Plaintiff's Counsel assumes full responsibility and liability for taxes owed on the Plaintiff's Counsel Fees Payment and the Plaintiff's Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

b. Administration Costs. Defendant will not oppose the Settlement Administrator's costs in the amount up to \$4,500.00 for administering the Settlement. In the event the Court approves a payment of less than this amount, the difference will be added to the Net Settlement Amount. The Settlement Administrator will report this payment on IRS Form 1099 issued to the Settlement Administrator.

c. Plaintiff's Service Award. Defendant will not oppose Plaintiff's request for a service award in the amount of \$5,000.00 for Plaintiff's service to the LWDA and the Aggrieved Employees, and the risk Plaintiff undertook by attaching Plaintiff's name to the Action. In the event the Court approves a payment of less than the requested amount, the difference will be added to the Net Settlement Amount; Defendant will not be responsible for making up the difference to Plaintiff. If the Court believes the service award should be reduced, the other terms of the Settlement will remain in effect and any such reduction will not affect the remaining terms, other than adjusting the Net Settlement Amount. Defendant, via the Settlement Administrator, will report this payment on IRS Form 1099 issued to Plaintiff.

5. Allocation of Net Settlement Amount. The Net Settlement Amount shall be distributed pursuant to Labor Code § 2699(i) as follows:

a. 65% of the Net Settlement Amount shall be distributed to the LWDA.

b. 35% of the Net Settlement Amount shall be paid to Aggrieved Employees. This portion of the Net Settlement Amount shall be paid to all Aggrieved Employees pro rata based on the proportional number of Pay Periods worked by each Aggrieved Employee for Defendant in California during the PAGA Period relative to the total number of Pay Periods worked by all Aggrieved Employees for Defendant in California during the PAGA Period.

c. The Parties agree that should the Court deny approval of the Settlement based on the allocation of the Gross Settlement Amount or the Net Settlement Amount, the Parties agree to re-negotiate the allocation of funds in good faith in an effort to obtain approval of the Settlement.

6. PAGA Released Claims. Upon entry of an Order approving the Settlement and

full payment by Defendant of the Gross Settlement Amount, all Aggrieved Employees, including Plaintiff, will release any and all PAGA Released Claims against the Released Parties that arose during the PAGA Period. Upon entry of the Order approving the Settlement and judgment entered thereon, as well as full payment by Defendant of the Gross Settlement Amount, Plaintiff and all Aggrieved Employees will be forever barred from pursuing any and all of the PAGA Released Claims that arose during the PAGA Period against the Released Parties.

7. **Plaintiff's Released Claims.** Upon entry of an Order approving the Settlement and full payment by Defendant of the Gross Settlement Amount, Plaintiff, as the named PAGA representative and in light of the service payment Plaintiff will receive under the settlement, agrees to further release the Released Parties from any and all claims, demands, rights, liabilities, and/or causes, of any form whatsoever, arising under federal, state or local wage-and-hour laws, rules, or regulations, whether known or unknown, unforeseen, unanticipated, unsuspected or latent, that have been or could have been asserted by Plaintiff, or the heirs, successors and/or assigns of Plaintiff, whether directly, indirectly, representatively, derivatively or in any other capacity, arising based on Plaintiff's employment with Defendant, at any time prior to the date that the court grants approval of this Settlement ("Plaintiff's Released Claims").

As to the Plaintiff's Released Claims only, Plaintiff expressly waives all rights and benefits under the terms of section 1542 of the California Civil Code. Section 1542 reads as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Notwithstanding the provisions of section 1542, and for the purpose of implementing a full and complete release and discharge of all of Plaintiff's Released Claims, Plaintiff expressly acknowledges that this Settlement is intended to include in its effect, without limitation, all Plaintiff's Released Claims which Plaintiff does not know or suspect to exist in her favor at the time of execution hereof, and that the Settlement contemplates the extinguishment of all such Plaintiff's Released Claims.

8. **No Right to Opt-Out.** Aggrieved Employees do not have the right to object or opt out of or otherwise exclude themselves from the settlement of claims for civil penalties under PAGA, and upon approval of the Settlement by the Court, each Aggrieved Employee will have released Defendant and each of the Released Parties of and for claims for civil penalties under PAGA released herein and each Aggrieved Employee will be entitled to receive payment, in conformity with the Settlement.

9. **Covenants and Representations by Plaintiff and Plaintiff's Counsel.**

a. Plaintiff represents and warrants that Plaintiff has not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement.

b. Plaintiff acknowledges that Plaintiff has read this Settlement, that Plaintiff fully understands Plaintiff's rights, privileges and duties under the Settlement, and enters into this Settlement freely and voluntarily, and without duress. Plaintiff further acknowledges that Plaintiff had the opportunity to consult with Plaintiff's attorneys to explain the terms of this Settlement and the consequences of signing this Settlement.

10. **Notification to LWDA.** Plaintiff's counsel will notify the LWDA of the settlement at the time the settlement is submitted to the court for approval, seek approval of the settlement, and perform any and all statutory tasks as required by law.

11. **Termination of Settlement.** If the Court does not approve the Settlement, or if the Court does not enter judgment as provided for in this Settlement, or if appellate review is sought and, on such review, the Court's decision is materially modified or reversed, or, except as otherwise set forth herein, if one or more of the material terms of the Settlement is not approved or is materially modified or reversed or found to be invalid, then either of the Parties shall have the right within ten (10) days of written notice thereof to elect to terminate the Settlement, in which case the Settlement shall have no force or effect, and the Parties shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of this Settlement. However, before exercising this option, a Party contemplating terminating the Settlement will attempt to work with the other Party in good faith to modify the Settlement in order to obtain Court approval or to otherwise cure any defect in the Settlement.

12. **Judgment.** As part of the Motion to approve the Settlement, Plaintiff shall submit a proposed judgment and order which enters judgment in the Action in accordance with the terms of the Settlement, and the Court retains jurisdiction over the Action for the purpose of enforcing the terms of the Settlement following approval of the Settlement pursuant to Cal. Code Civ. Proc. § 664.6. This Settlement is expressly conditioned upon the Court entering judgment as set forth herein. The judgment will not release or bar any claims other than the PAGA Released Claims as to Plaintiff and Aggrieved Employees.

IV. **ADMINISTRATION OF SETTLEMENT**

1. **Settlement Administrator.** The Parties agree to use Phoenix Settlement Administrators to handle the administration of this Settlement.

2. **Provision of Information for Aggrieved Employees.** Within five (5) business days of the Effective Date, Defendant shall provide the Settlement Administrator with information for Aggrieved Employees. Defendant will in good faith compile from its records a list of Aggrieved Employees that will be in a computer-readable format, such as a Microsoft Excel spreadsheet, and shall include each Aggrieved Employee's full name, last known mailing address, total number of Pay Periods or dates of employment, and Social Security number. Because Social Security numbers are included in the list, the Settlement Administrator will maintain the list in confidence, and access shall be limited to those with a need to use the list as part of the administration of the Settlement.

Within seven (7) business days of receiving the Aggrieved Employees' information from Defendant, the Settlement Administrator will circulate to counsel for both Parties an anonymized spreadsheet containing the estimated individual settlement payments to each Aggrieved Employee.

The Settlement Administrator shall obtain approval from all counsel of the calculations before mailing Individual PAGA Payments.

3. **Explanatory Letter and Individual PAGA Payments.** Upon receipt of the information for Aggrieved Employees, the Settlement Administrator will perform a search on the National Change of Address database to update the Aggrieved Employees' addresses.

Within thirty (30) calendar days of the Settlement being fully funded as provided above in Section III.2, the Settlement Administrator shall mail copies of the explanatory letter, which has been mutually approved by the Parties and is attached hereto as **Exhibit A** along with Individual PAGA Payments to all Aggrieved Employees via regular First-Class U.S. Mail.

The Settlement Administrator will calculate the amount to be received by each Aggrieved Employee, which will be based on the formula set forth in Section III.5., *supra*. The Settlement Administrator will send each Aggrieved Employee a check for their Individual PAGA Payment along with the explanatory letter. Checks will remain negotiable for 180 days. Each Individual PAGA Payment shall be deemed penalties/interest and reported using IRS Form 1099.

4. **Undeliverable Notices.** The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Aggrieved Employee. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Aggrieved Employee.

Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address, using a skip-trace or other similar search, using the name, address and/or Social Security number of the Aggrieved Employee involved and will perform a single re-mailing if a new address is located.

Defendant fully discharges its obligations to those Aggrieved Employees by paying the Gross Settlement Amount to the Settlement Administrator regardless of whether checks thereafter issued by the Settlement Administrator are actually received and/or negotiated by Aggrieved Employees. Funds represented by checks returned as undeliverable after a re-mailing, and funds represented by checks remaining un-cashed for more than 180 days after issuance, will be tendered by the Settlement Administrator to the State Controller's Office under the unclaimed property fund laws in the names of the Aggrieved Employees to whom the checks were issued.

5. **Payment of Remainder.** Within thirty (30) calendar days of the Settlement being fully funded, the Settlement Administrator will distribute the following additional payments: (1) the 65% share of the Net Settlement Amount to the LWDA; (2) Court-approved attorney's fees and costs to Plaintiff's Counsel; (3) Court-approved administration costs to the Settlement Administrator; and (4) Court-approved service payment to Plaintiff.

6. **Accounting.** No later than ten (10) business days prior to the Court's Final Accounting Hearing, if scheduled by the Court, the Settlement Administrator will provide an accounting under oath to the Parties of the amounts paid from the Settlement and/or uncashed.

7. **Tax Consequences.** Individual PAGA Payments made under this Settlement will be attributed 100% as penalties and interest and paid via IRS Form 1099 issued to each Aggrieved Employee. Neither Plaintiff nor Defendant, nor counsel for either of the Parties, makes any representations or warranties with respect to tax consequences of any payment under this Settlement.

V. **MISCELLANEOUS PROVISIONS**

1. **Mutual Preparation and Drafting.** The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement. The Parties agree that the terms and conditions of this Settlement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that neither Plaintiff nor Defendant shall be considered the "drafter" of this Settlement for purposes of having terms construed against that Party. This Settlement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement.

2. **Successors.** This Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, assigns, administrators and successors.

3. **Costs and Fees.** The Parties shall each bear their own costs, attorneys' fees, expert fees, mediator fees and other fees incurred in connection with this Settlement and Plaintiff's PAGA claim, except as otherwise set forth specifically herein.

4. **Governing Law.** This Settlement shall be construed under and governed by the laws of the state of California. This Settlement shall be deemed to have been entered into in the County of Los Angeles, California, and all questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the Parties to this Settlement shall be governed by California law. If any legal or equitable action is necessary to enforce the terms of this Settlement, it shall be brought in the State of California, County of Los Angeles.

5. **Complete Agreement.** The Parties each acknowledge and represent that this Settlement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the PAGA Released Claims in the Action. This Settlement cannot be amended or modified except by a writing signed by counsel for the Parties hereto.

6. **Nullification of Settlement.** In the event that: (i) the Court does not approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this Settlement and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions unless otherwise required under this Agreement.

7. **Judgment and Continued Jurisdiction.** After approval of this Settlement, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement. Plaintiff will submit a proposed judgment in conformity with this Agreement to be entered by the

Court, which shall constitute a final and binding resolution of the PAGA claim in the Action.

8. **Authorization to Enter into Settlement.** Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

9. **Execution and Counterparts.** This Settlement is subject only to the execution of all Parties. However, the Settlement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and

10. **Acknowledgement that the Settlement is Fair and Reasonable.** The Parties believe this Settlement is a fair, adequate and reasonable settlement of the PAGA claim in the Action, and, have arrived at this Settlement after arm's-length negotiations by experienced counsel and with the assistance of an experienced mediator. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement. the same instrument.

11. **Invalidity of Any Provision.** Before declaring any provision of this Settlement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Settlement valid and enforceable.

12. **Severability.** If any term or provision of this Settlement is held to be invalid or unenforceable, the remaining portions of this Settlement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

13. **Waiver.** No waiver of any condition or covenant contained in this Settlement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right or remedy.

14. **Representation by Counsel.** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement, and this Settlement has been executed with the consent and advice of counsel and reviewed in full.

15. **Binding Agreement.** The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure

in any proceeding to enforce its terms under California Code of Civil Procedure § 664.6 and any other applicable statute or law, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

16. **Denial of Liability.** The Parties expressly recognize that the making of this Settlement does not in any way constitute an admission or concession of wrongdoing on the part of Defendant. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of this Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement may be used in any Court proceeding that has as its purpose the interpretation, implementation or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

17. **Confidential.** The Parties agree that this Settlement is confidential (except for purposes of enforcement) and that no Party will issue any press release nor other public or non-public representation regarding the settlement other than as necessary to obtain Court approval and effectuate the terms of the Settlement. The Parties and their counsel agree that they will not initiate or have any contact with the press, respond to any press inquiry, or have any communication with the press about this case.

18. **Enforcement Action.** In the event that one or more of the Parties institutes any legal action, motion, or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the prevailing Party or Parties will be entitled to recover from the non-prevailing Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any action, motion, or other proceeding.

IN WITNESS THEREOF, the Parties each acknowledge that they have read the foregoing Settlement, accept and agree to the provisions contained in this Settlement and hereby execute it voluntarily and with full understanding of its consequences.

ACCEPTED AND AGREED:

Dated: 12/03/2025, 2025



Plaintiff Cristina Inzunza

Dated: _____, 2025

Defendant EOS Hospitality L'Ermitage Employee LLC

Printed Name

Title

in any proceeding to enforce its terms under California Code of Civil Procedure § 664.6 and any other applicable statute or law, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

16. **Denial of Liability.** The Parties expressly recognize that the making of this Settlement does not in any way constitute an admission or concession of wrongdoing on the part of Defendant. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of this Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement may be used in any Court proceeding that has as its purpose the interpretation, implementation or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

17. **Confidential.** The Parties agree that this Settlement is confidential (except for purposes of enforcement) and that no Party will issue any press release nor other public or non-public representation regarding the settlement other than as necessary to obtain Court approval and effectuate the terms of the Settlement. The Parties and their counsel agree that they will not initiate or have any contact with the press, respond to any press inquiry, or have any communication with the press about this case.

18. **Enforcement Action.** In the event that one or more of the Parties institutes any legal action, motion, or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the prevailing Party or Parties will be entitled to recover from the non-prevailing Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any action, motion, or other proceeding.

IN WITNESS THEREOF, the Parties each acknowledge that they have read the foregoing Settlement, accept and agree to the provisions contained in this Settlement and hereby execute it voluntarily and with full understanding of its consequences.

ACCEPTED AND AGREED:

Dated: _____, 2025

Dated: 12/02/25, 2025

Plaintiff Cristina Inzunza

DocuSigned by:

Dan Bienstock

573342E848674E3...

Defendant EOS Hospitality L'Ermitage Employee LLC

Dan Bienstock

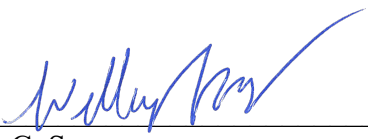
Printed Name

CPO

Title

AGREED AS TO FORM AND CONTENT:

Dated: December 3, 2025



William C. Sung
Tiffany L. Luu
JUSTICE FOR WORKERS P.C.
Attorneys for Plaintiff Cristina Inzunza

Dated: _____, 2025

Nancy Yaffe
Steven Gallagher
Fox Rothschild LLP
Attorneys for Defendant
EOS Hospitality L'Ermitage Employee LLC

AGREED AS TO FORM AND CONTENT:

Dated: _____, 2025

William C. Sung
Tiffany L. Luu
JUSTICE FOR WORKERS P.C.
Attorneys for Plaintiff Cristina Inzunza

Dated: 12/02, 2025



Nancy Yaffe
Steven Gallagher
Fox Rothschild LLP
Attorneys for Defendant
EOS Hospitality L'Ermitage Employee LLC

EXHIBIT A

Re: *Payment from Cristina Inzunza v. EOS Hospitality L'Ermitage Employee LLC*
Superior Court of California for County of Riverside, Case No. 24STCV30593

SIMID
Name
Address

Dear NAME:

Enclosed, please find a check made payable to you. This is your payment from the settlement of the lawsuit titled *Cristina Inzunza v. EOS Hospitality L'Ermitage Employee LLC*, Case No. 24STCV30593, pending in the Superior Court of California for the County of Los Angeles (the "Action").

The Action was filed against Defendant EOS Hospitality L'Ermitage Employee LLC ("Defendant") and includes a claim pursuant to the California Labor Code Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* ("PAGA"). The Action was brought by Plaintiff Cristina Inzunza ("Plaintiff"), a former employee of Defendant, on behalf of the State of California and other alleged aggrieved employees. You have been identified as one of the employees on whose behalf the case was brought.

Plaintiff claimed that Defendant owed civil penalties under PAGA for alleged violations of the California Labor Code. The parties have reached a settlement of Plaintiff's claims, and on **DATE**, the Court approved the settlement, including the amount of civil penalties to be paid under the settlement. A portion of the civil penalty settlement amount goes to the State of California's Labor and Workforce Development Agency. Another portion of the civil penalty settlement amount goes to employees of Defendant who were allegedly affected by the alleged violations of the Labor Code. By agreeing to this settlement, Defendant does not admit that it is liable in any way to current or former employees for any violations of the California Labor Code or any penalties. The Court has not decided the merits of Plaintiff's claims.

Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties. This check will remain valid for 180 days from the date of issuance. If you do not cash your check within 180 days of issuance, the funds will be deposited by the Settlement Administrator with the California State Controller's Unclaimed Property Fund in your name. If you are still employed by Defendant, your decision to cash the check will not affect your employment.

While you were not a party to the Action, you and the State of California have been bound by the settlement entered in this matter and approved by the Court, including the release contained in the settlement. The release pertains to civil penalties under PAGA only. The release includes any and all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Complaint and Plaintiff's LWDA Letter which arose during the PAGA Period of November 19, 2023 through December 5, 2025, including without limitation to, any and all claims for unreimbursed business expenses, alleged unpaid wages (including but not limited to overtime and minimum wages, and premiums), failure to provide meal periods and rest breaks and alleged unpaid meal period and rest break premiums, itemized wage statement

penalties, failure to maintain payroll records, failure to use the correct rate for meal premiums, rest premiums, overtime, and/or sick pay, waiting time penalties, failure to timely pay wages during employment.

If you have any questions, you can contact Phoenix Settlement Administrators, the Settlement Administrator, at (____) ____-_____.

EXHIBIT 2



JUSTICE FOR WORKERS

3600 WILSHIRE BOULEVARD, SUITE 1815, LOS ANGELES, CA 90010

TEL: (323) 922-2000

FAX: (323) 922-2000

www.JusticeForWorkers.com

November 19, 2024

VIA PAGA ONLINE FILING ONLY

California Labor and Workforce Development Agency

Attn: PAGA Administrator

455 Golden Gate Avenue, 9th Floor

San Francisco, CA 94102

<https://dir.tfaforms.net/308>

**Re: *Cristina Inzunza v. EOS Hospitality L'Ermitage Employee LLC*
Notice of Private Attorneys General Act Claim**

Dear PAGA Administrator:

This office has been retained by aggrieved employee Cristina Inzunza ("Plaintiff") concerning a representative action pursuant to the Private Attorneys General Act of 2004, California Labor Code §§ 2698, *et seq.* ("PAGA") against EOS Hospitality L'Ermitage Employee LLC (including any and all affiliates, subsidiaries, parents, directors, officers, managing agents, and executive employees) (collectively referred to as "Defendants") for violations of California wage and hour laws. Plaintiff seeks civil penalties for violations of the Labor Code and all other remedies available under PAGA.

Plaintiff seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the notice requirements of Labor Code § 2699.3.

Defendants operate the L'Ermitage Beverly Hills hotel in Beverly Hills, California. Defendants employed Plaintiff as an hourly-paid, non-exempt employee from approximately December 2021 to approximately July 24, 2024 as a housekeeper. The "aggrieved employees" that Plaintiff seeks civil penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, Defendants violated and/or continue to violate, among other provisions of the Labor Code and applicable wage law, California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 246, 256, 510, 512, 516, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, and 2802, and IWC Wage Orders including Wage Order 5-2001.

Labor Code §§ 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. The applicable Wage Order defines "hours worked" as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." See §2 of all applicable Wage Orders. Therefore, employers are required to pay employees for all time spent subject to the control of the employer and all time the employee is suffered or permitted to work. During the relevant time period, Defendants required Plaintiff and other aggrieved employees to perform work before clocking in, after clocking out, and/or during off-the-clock meal breaks, and failed to compensate aggrieved employees for this time.

Labor Code §§ 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Plaintiff and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week but were not paid for all hours worked before clocking in, after clocking out, and/or during off-the-clock meal breaks. Plaintiff and other aggrieved employees were not paid overtime compensation at the regular rate of pay because Defendants failed to incorporate multiple rates of pay and/or all non-discretionary incentives into the regular rate of pay.

Labor Code §§ 226.7, 512, 516, and the Wage Orders require employers to pay an employee one additional hour of pay at the employee's regular rate of compensation for each meal or rest period that is not provided. During the relevant time period, Defendants required Plaintiff and other aggrieved employees to work during meal and rest periods and failed to compensate them properly and at the regular rate of compensation for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods and by failing to incorporate multiple rates of pay and/or all non-discretionary incentives into the regular rate of compensation.

Labor Code § 246 mandates employers to comply with various requirements with respect to the provision of paid sick leave to employees. During the relevant time period, Defendants improperly calculated the sick leave rate of pay owed to Plaintiff and other aggrieved employees by failing to incorporate multiple rates of pay and/or all non-discretionary incentives into the sick leave pay rate calculation.

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Defendants failed to pay Plaintiff and other aggrieved employees all wages due to them within any time period specified by Labor Code §§ 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

Labor Code § 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. Labor Code § 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Defendants failed to pay Plaintiff and other aggrieved employees all wages due to them within any time period specified by Labor Code § 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

Labor Code § 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Defendants did not provide Plaintiff and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Defendants were in violation of Labor Code § 226(a). The violations include, but are not limited to, the failure to include the total hours worked, including time spent working off the clock and during meal and rest periods, failure to state the correct gross and net wages earned for all time worked, and failure to state all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

Labor Code § 1174 requires an employer to 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 with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Defendants failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Plaintiff and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

Labor Code § 2802 requires an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Plaintiff and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants, including, but not limited to, use their personal cellphones to photos of rooms to their manager.

Therefore, on behalf of all aggrieved employees, Plaintiff seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the LWDA, for violation of the Labor Code pursuant to PAGA. Labor Code § 2699.3 requires that a claimant send a certified letter (i.e. this letter) to the employer in question and file an online claim to the LWDA setting forth the claims and the basis for the claims, thereby giving the LWDA and employer an opportunity to investigate the claims and/or take any action they deem appropriate. If the LWDA and Defendants elect not to take any action with

respect to any of the foregoing claims, Plaintiff will seek these penalties in a civil action on behalf of all aggrieved employees within one year of the date of this letter as allowed by law.

If you have any questions, please contact me at the phone number or address below:

William C. Sung
JUSTICE FOR WORKERS, P.C.
9575 Bolsa Avenue
Westminster, CA 92683
Office: 323-922-2000
Fax: 323-922-2000
Email: william@justiceforworkers.com

Thank you for your attention to this matter.

Very truly yours,



William C. Sung
JUSTICE FOR WORKERS, P.C.

Cc: Via USPS Certified Mail – Return Receipt Requested

EOS Hospitality L'Ermitage Employee LLC
c/o CSC Lawyers Incorporating Service
Agent for Service of Process
2710 Gateway Oaks Dr., Suite 150
Sacramento, CA 95833

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2710 Gateway Oaks Dr, Suite 150

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Sacramento CA 95833

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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 9575 Bolsa Ave
 Westminster, CA 92683

EOS Hospitality L'Ermitage Employee LLC
 c/o CSC Lawyers Incorporating Service
 Agent for Service of Process
 2710 Gateway Oaks Drive, Suite 150N
 Sacramento, CA 95833

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

EOS Hospitality L'Ermitage
Employee LLC.
c/o CSC Lawyers Incorporating Service
Agent for Service of Process
2710 Gateway Oaks Drive, Suite 150
Sacramento, CA 95833



9590 9402 9088 4122 8656 69

2. Article Number (Transfer from service label)

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A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
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3. Service Type

- ☒ Adult Signature
- ☐ Adult Signature Restricted Delivery
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- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
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PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

Subject: Thank you for submission of your PAGA Case.

Date: Tuesday, November 19, 2024 at 3:10:22 PM Pacific Standard Time

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY

To: William Sung

11/19/2024

LWDA Case No. LWDA-CM-1062474-24

Law Firm : Justice for Workers, P.C.

Plaintiff Name : Cristina Inzunza

Employer: EOS Hospitality L'Ermitage Employee LLC

Filing Fee : \$75.00

IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 3

JUSTICE FOR WORKERS, P.C.
William C. Sung, SB# 280792
E-Mail: william@justiceforworkers.com
Tiffany L. Luu, SB# 335127
E-Mail: tluu@justiceforworkers.com
9575 Bolsa Avenue
Westminster, CA 92683
Tel: 323-922-2000
Fax: 323-922-2000

Attorneys for Plaintiff CRISTINA INZUNZA

FILED
Superior Court of California
County of Los Angeles

01/30/2025

David W. Slayton, Executive Officer / Clerk of Court

By: M. Arellanes Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

CRISTINA INZUNZA, an individual and on
behalf of all others similarly situated;

Plaintiff,

vs.

EOS HOSPITALITY L'ERMITAGE
EMPLOYEE LLC, a Delaware limited liability
company; and DOES 1 through 50,

Defendants.

Case No.: 24STCV30593

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT:**

- (1) **MINIMUM WAGE VIOLATIONS**
(LABOR CODE §§ 1182.12, 1194,
1194.2, 1197);
- (2) **OVERTIME WAGE VIOLATIONS**
(LABOR CODE §§ 204, 510, 1194,
1198);
- (3) **MEAL PERIOD VIOLATIONS**
(LABOR CODE §§ 226.7, 512, 558);
- (4) **REST PERIOD VIOLATIONS**
(LABOR CODE §§ 226.7, 516, 558);
- (5) **WAGE STATEMENT PENALTIES**
(LABOR CODE § 226);
- (6) **WAITING TIME PENALTIES**
(LABOR CODE §§ 201-203);
- (7) **FAILURE TO REIMBURSE
NECESSARY BUSINESS EXPENSES**
(LABOR CODE § 2802);
- (8) **UNFAIR COMPETITION (BUS &
PROF CODE §§ 17200, et seq.); and**
- (9) **CIVIL PENALTIES UNDER THE
CALIFORNIA PRIVATE**

**ATTORNEYS GENERAL ACT
(LABOR CODE §§ 2698, *et seq.*)**

DEMAND FOR JURY TRIAL

Plaintiff CRISTINA INZUNZA (“Plaintiff”), on behalf of herself and all others similarly situated, hereby brings this Class and Representative Action Complaint (“Complaint”) against Defendants EOS HOSPITALITY L’ERMITAGE EMPLOYEE LLC, a Delaware limited liability company, and DOES 1 to 50 (collectively “Defendants”), and on information and belief alleges as follows:

JURISDICTION AND VENUE

1. Plaintiff, on behalf of herself and all others similarly situated, hereby brings this Complaint for recovery of unpaid wages and penalties under California Business and Professions Code § 17200, *et seq.*, Labor Code §§ 201-204, 226, 226.7, 246, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2698, *et seq.*, and Industrial Welfare Commission (“IWC”) Wage Order 5-2001 (“Wage Order 5”), in addition to seeking injunctive relief, declaratory relief, and restitution. This Complaint is brought pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over Defendants’ violations of the Labor Code because the amount in controversy exceeds \$25,000.

2. Venue is proper in this judicial district because Defendants maintain offices, have agents, and/or transact business in the State of California, including Los Angeles County, and some of the acts and omissions complained of herein occurred in Los Angeles County. Furthermore, Plaintiff was employed by Defendants within Los Angeles County.

PARTIES

3. Plaintiff is, and at all times relevant herein was, an individual over the age of eighteen (18) and is a California resident. Within the statute of limitations periods applicable to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff was, and is, a victim of Defendants’ policies, practices, and/or customs complained of herein and has been deprived of the rights guaranteed by Business and Professions Code § 17200, *et seq.*, Labor Code §§ 201-204, 226, 226.7, 246, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197,

1 1198, 2802, 2698, *et seq.*, and Wage Order 5.

2 4. Plaintiff is informed and believes, and based thereon alleges, that during the
3 applicable statute of limitations for each cause of action pled herein and continuing to the present,
4 Defendants engaged in, and continue to engage in, business, and employed Plaintiff and other,
5 similarly-situated non-exempt employees within Los Angeles County, and the State of California
6 and, therefore, were (and are) doing business in Los Angeles County and the State of California.

7 5. Plaintiff does not know the true names or capacities, whether individual, partner, or
8 corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said
9 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
10 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed and
11 believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
12 partners, or corporate, was responsible in some manner for the acts and omissions alleged herein,
13 and proximately caused Plaintiff and the Classes (as defined below) to be subject to the unlawful
14 employment practices, wrongs, injuries, and damages complained of herein.

15 6. At all times herein mentioned, each of said Defendants participated in the doing of
16 the acts hereinafter alleged to have been done by the named Defendant; and furthermore,
17 Defendants, and each of them, were the agents, servants, and employees of each of the other
18 defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting
19 within the course and scope of said agency and employment.

20 7. Plaintiff is informed and believes, and based thereon alleges, that at all times
21 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
22 joint venturer of, or working in concert with each of the other co-Defendants and was acting within
23 the course and scope of such agency, employment, joint venture, or concerted activity. To the extent
24 said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining
25 Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

26 8. At all times herein mentioned, Defendants, and each of them, were members of, and
27 engaged in, a joint venture, partnership, and common enterprise, and acting within the course and
28 scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

1 9. At all times herein mentioned, the acts and omissions of various Defendants, and
2 each of them, concurred and contributed to the various acts and omissions of each and all of the
3 other Defendants in proximately causing the injuries and damages as herein alleged.

4 **FACTUAL ALLEGATIONS**

5 10. Defendants operate the L'Ermitage Beverly Hills hotel in Beverly Hills, California.
6 Defendants employed Plaintiff as an hourly-paid, non-exempt employee from approximately
7 December 2021 to approximately July 24, 2024 as a housekeeper.

8 11. Throughout Plaintiff's employment with Defendants, Defendants' timekeeping
9 and/or payroll policies and practices resulted in Plaintiff and other non-exempt employees not being
10 compensated for all hours actually worked. Plaintiff and other non-exempt employees regularly
11 worked more than eight hours in a workday or 40 hours in a workweek. Upon information and
12 belief, Defendants required Plaintiff and other non-exempt employees to perform work before their
13 scheduled shifts, after their scheduled shifts, and/or during off-the-clock meal breaks, and failed to
14 compensate employees for this time. Upon information and belief, Defendants also failed to
15 incorporate multiple rates of pay and/or all non-discretionary incentives into the regular rate of pay.
16 As a result, Plaintiff and other non-exempt employees were not compensated for all earned
17 minimum and overtime wages.

18 12. Defendants failed to provide Plaintiff and other non-exempt employees with all
19 legally compliant meal periods due to Defendants' meal period policies/practices, which have
20 frequently resulted in late (commencing after the fifth hour of work), short (less than 30 minutes),
21 and/or missed meal periods. Upon information and belief, Plaintiff and other non-exempt
22 employees were not able to take their legally compliant meal breaks due to work demands imposed
23 by Defendants. Upon information and belief, Defendants do not keep accurate records of Plaintiff's
24 and other non-exempt employees' hours worked, including accurate time records showing when
25 employees take their meal periods. On those occasions when Plaintiff and other non-exempt
26 employees were not provided with all legally compliant meal periods to which they were entitled,
27 Defendants failed to compensate Plaintiff and other non-exempt employees with the required meal
28 period premium(s) for each workday there was a meal period violation as mandated by Labor Code

1 § 226.7. Upon information and belief, Defendants maintained no mechanism for the payment of
2 meal period premium payments as required by Labor Code § 226.7 in the event that a legally
3 compliant meal period was not provided to their non-exempt employees and/or failed to incorporate
4 multiple rates of pay and/or all non-discretionary incentives into the regular rate of compensation.

5 13. Plaintiff and other non-exempt employees were not authorized and permitted to take
6 all required rest periods due to Defendants' unlawful rest period policies/practices, which failed to
7 authorize and permit a net 10-minute rest period for every four hours worked, or major fraction
8 thereof. Plaintiff and other non-exempt employees were not able to take their legally compliant rest
9 breaks due to work demands imposed by Defendants. On those occasions when Plaintiff and other
10 non-exempt employees were not authorized and permitted to take all legally compliant rest periods
11 to which they were entitled, Defendants failed to compensate them with the required rest period
12 premium(s) for each workday there was a rest period violation as mandated by Labor Code § 226.7.
13 Upon information and belief, Defendants maintained no mechanism for the payment of rest period
14 premium payments as required by Labor Code § 226.7, in the event that a legally compliant rest
15 period was not authorized and permitted to their non-exempt employees.

16 14. Additionally, upon information and belief, Defendants violated Labor Code § 246 by
17 failing to incorporate multiple rates of pay and/or all non-discretionary incentives into the paid sick
18 leave pay rate.

19 15. As a result of Defendants' failure to pay all minimum and overtime wages, failure to
20 pay all meal and rest period premium wages, and unlawful timekeeping and payroll practices as
21 alleged above, Defendants maintained inaccurate payroll records and issued inaccurate wage
22 statements to Plaintiff and other non-exempt employees. As a further result of Defendants' failure to
23 pay all minimum and overtime wages, sick leave wages, and meal and rest period premium wages,
24 Defendants failed to timely pay all final wages to Plaintiff and other former non-exempt employees
25 upon their separation of employment from Defendants.

26 16. Additionally, Defendants required Plaintiff and other non-exempt employees to use
27 their personal cellphones to photos of rooms to their manager. Despite requiring employees to incur
28 these necessary business expenses, Defendants failed to reimburse Plaintiff and other non-exempt

1 employees for the cost of these expenses.

2 **CLASS ACTION ALLEGATIONS**

3 17. **Class Definitions:** Plaintiff brings this action on behalf of herself and the following
4 Classes pursuant to § 382 of the California Code of Civil Procedure:

- 5 a. Minimum Wage Class: All current and former non-exempt employees of Defendants
6 in the State of California who were subject to Defendants' timekeeping and payroll
7 policies and/or practices, during the four years immediately preceding the filing of
8 this action through the present.
- 9 b. Overtime Class: All current and former non-exempt employees of Defendants in the
10 State of California who worked more than eight hours per day and/or 40 hours per
11 week and were subject to Defendants' timekeeping policies and/or practices, during
12 the four years immediately preceding the filing of this action through the present.
- 13 c. Meal Period Class: All current and former non-exempt employees of Defendants in
14 the State of California who: (i) worked at least one shift in excess of 5.0 hours;
15 and/or (ii) worked at least one shift in excess of 10.0 hours, during the four years
16 immediately preceding the filing of this action through the present.
- 17 d. Rest Period Class: All current and former non-exempt employees of Defendants in
18 the State of California who worked at least one shift of 3.5 or more hours, during the
19 four years immediately preceding the filing of this action through the present.
- 20 e. Wage Statement Class: All current and former non-exempt employees of Defendants
21 in the State of California who received a wage statement, during the one year
22 immediately preceding the filing of this action through the present.
- 23 f. Waiting Time Penalty Class: All of Defendants' formerly employed members of the
24 Minimum Wage Class, Overtime Class, Rest Period Class, and/or Meal Period Class
25 during the three years immediately preceding the filing of this action through the
26 present.
- 27 g. Expense Reimbursement Class: All current and former non-exempt employees of
28 Defendants in the State of California who were not reimbursed for all necessary

business expenses, during the four years immediately preceding the filing of this action through the present.

18. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be impractical, if not impossible. The membership of the Classes is unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number greater than 50 individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records, including payroll records.

19. **Common Questions of Law and Fact Predominate/Well-Defined Community of Interest:** There are predominant common questions of law and fact as to Plaintiff and members of the Classes, which predominate over questions affecting only individual members including, without limitation to:

- a. Whether Defendants properly paid all overtime wages to members of the Overtime Class;
- b. Whether Defendants paid at least the minimum wage for all hours worked to members of the Minimum Wage Class;
- c. Whether Defendants provided all legally compliant meal periods or paid meal period premium wages due to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- d. Whether Defendants authorized and permitted all legally compliant rest periods or paid all rest period premium wages due to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- e. Whether Defendants reimbursed members of the Expense Reimbursement Class for all necessary business expenses pursuant to Labor Code § 2802;
- f. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226; and
- g. Whether Defendants timely paid all final wages to members of the Waiting Time Class at the time of their separation of employment pursuant to Labor Code §§ 201 and 202.

1 These common questions of law and fact set forth above are numerous and substantial and
2 stem from Defendants' policies and/or practices applicable to each individual class member. As
3 such, the common questions predominate over individual questions concerning each individual
4 class member's showing as to their eligibility for recovery or as to the amount of their damages.

5 20. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
6 Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s)
7 of limitations period applicable to each cause of action pled in the Complaint. As alleged herein,
8 Plaintiff, like the members of the Classes, was not paid all minimum and overtime wages owed due
9 to Defendants' timekeeping and payroll policies/practices, not provided all required meal periods,
10 not authorized and permitted all rest periods, did not receive premium pay for non-compliant meal
11 and rest periods, not reimbursed for all necessary business expenses, not paid all final wages upon
12 separation of employment, and not provided with accurate, compliant, itemized wage statements.

13 21. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps
14 to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's
15 attorneys are ready, willing and able to fully and adequately represent the members of the Classes
16 and Plaintiff. Plaintiff's attorneys have litigated numerous wage-and-hour class actions in state and
17 federal courts in the past and are committed to vigorously prosecuting this action on behalf of the
18 members of the Classes.

19 22. **Superiority:** The Labor Code is broadly remedial in nature and serves an important
20 public interest in establishing minimum working conditions and standards in California. These laws
21 and labor standards protect the average working employee from exploitation by employers who
22 have the responsibility to follow the laws and who may seek to take advantage of superior economic
23 and bargaining power in setting onerous terms and conditions of employment. The nature of this
24 action and the format of laws available to Plaintiff and members of the Classes make the class
25 action format a particularly efficient and appropriate procedure to redress the violations alleged
26 herein. If each employee were required to file an individual lawsuit, Defendants would necessarily
27 gain an unconscionable advantage since they would be able to exploit and overwhelm the limited
28 resources of each individual plaintiff with their vastly superior financial and legal resources.

23. Moreover, requiring each member of the Class(es) to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damages to their careers at subsequent employment. The claims of the individual members of the Class are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending hereto.

24. Furthermore, the prosecution of separate actions by the individual class members, even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual class members against Defendants herein; and which would establish potentially incompatible standards of conduct for Defendants; and/or legal determinations with respect to individual class members which would, as a practical matter, be dispositive of the interest of the other class members not parties to adjudications or which would substantially impair or impede the ability of the class members to protect their interests. As such, the Classes identified hereinabove are maintainable as classes under § 382 of the Code of Civil Procedure.

FIRST CAUSE OF ACTION

MINIMUM WAGE VIOLATIONS

(Against All Defendants)

25. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

26. Labor Code §§ 1182.12, 1197, and Wage Order 5, § 4 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state or local law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform its pay practices to the requirements of the law by failing to pay Plaintiff and members of the Minimum Wage Class for all hours worked, including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the Labor Code and

1 Wage Order 5.

2 27. Labor Code § 1198 makes unlawful the employment of an employee under
3 conditions that the IWC prohibits. California Labor Code § 1194(a) and 1194.2(a) provide that an
4 employer who has failed to pay its employees the legal minimum wage is liable to pay those
5 employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount
6 equal to the wages due and interest thereon.

7 28. As a consequence of Defendants' non-payment of minimum wages, Plaintiff and
8 members of the Minimum Wage Class seek recovery of the balance of unpaid wages, including
9 interest thereon, statutory penalties, attorneys' fees, and costs of suit according to Labor Code §§
10 218.6, 558, 1194, 1194.2, and 1199, Code of Civil Procedure § 1021.5; and Civil Code §§ 3287 and
11 3289.

12 **SECOND CAUSE OF ACTION**
13 **OVERTIME WAGE VIOLATIONS**
14 **(Against All Defendants)**

15 29. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
16 fully set forth herein.

17 30. This cause of action is brought pursuant to Labor Code §§ 204, 510, 1194, 1198, and
18 Wage Order 5, § 3, which provide that non-exempt employees are entitled to all overtime wages
19 and compensation for all overtime hours worked and provide a private right of action for the failure
20 to pay all overtime compensation for overtime work performed.

21 31. At all times relevant herein, Defendants were required to properly compensate non-
22 exempt employees, including Plaintiff and members of the Overtime Class, for all overtime hours
23 worked pursuant to Labor Code § 1194 and Wage Order 5. Wage Order 5, § 3 requires an employer
24 to pay an employee one and one-half (1½) times and two times the employee's regular rate of pay
25 for overtime and double time hours work. Defendants caused Plaintiff and members of the Overtime
26 Class to work overtime hours but failed to compensate these employees for all overtime hours
27 actually worked.

28 ///

1 32. As a consequence of Defendants’ non-payment of overtime wages, Plaintiff and
2 members of the Overtime Class seek recovery of the balance of unpaid overtime wages, including
3 interest thereon, statutory penalties, attorneys’ fees, and costs of suit according to Labor Code §§
4 204, 210, 216, 218.6, 510, 1194, and 1198; Code of Civil Procedure § 1021.5; and Civil Code §§
5 3287 and 3289.

6 **THIRD CAUSE OF ACTION**

7 **MEAL PERIOD VIOLATIONS**

8 **(Against All Defendants)**

9 33. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
10 fully set forth herein.

11 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed
12 in their affirmative obligation to provide all of their non-exempt employees in California, including
13 Plaintiff and members of the Meal Period Class, with all legally compliant meal periods in
14 accordance with the mandates of the Labor Code and Wage Order 5, § 11.

15 35. Despite Defendants’ violations, Defendants did not pay an additional hour of pay to
16 Plaintiff and members of the Meal Period Class at their respective regular rates of compensation, in
17 accordance with California Labor Code §§ 204, 210, 226.7, and 512.

18 36. As a consequence of Defendants’ unlawful meal period practices, Plaintiff and
19 members of the Meal Period Class seek recovery of unpaid premium wages for meal period
20 violations including interest thereon, statutory penalties, and costs of suit, pursuant to Labor Code
21 §§ 226.7, 512, 558, Wage Order 5, and Civil Code §§ 3287 and 3289.

22 **FOURTH CAUSE OF ACTION**

23 **REST PERIOD VIOLATIONS**

24 **(Against All Defendants)**

25 37. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
26 fully set forth herein.

27 38. Labor Code §§ 226.7, 516, 558, and Wage Order 5, § 12 and establish the right of
28 employees to be provided with a rest period of at least 10 minutes for each four-hour period

1 worked, or major fraction thereof. Plaintiff is informed and believes, and based thereon alleges, that
2 despite Defendants' failure to authorize and permit Plaintiff and members of the Rest Period Class
3 to take all legally compliant rest periods as alleged herein, Defendants did not pay these individuals
4 an additional hour of pay at their respective regular rate for the rest periods that they failed to
5 authorize and permit them to take, as required by Labor Code § 226.7.

6 39. As a consequence of Defendants' unlawful rest period practices, Plaintiff and
7 members of the Rest Period Class seek recovery of unpaid premium wages for rest period violations
8 including interest thereon, statutory penalties, and costs of suit, statutory penalties, attorneys' fees,
9 and costs of suit according to Labor Code §§ 226.7, 516, 558, Wage Order 5, and Civil Code §§
10 3287 and 3289.

11 **FIFTH CAUSE OF ACTION**
12 **WAGE STATEMENT PENALTIES**
13 **(Against All Defendants)**

14 40. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
15 fully set forth herein.

16 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants
17 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
18 and members of the Wage Statement Class with accurate and complete, itemized wage statements
19 that included, among other requirements, all hours worked, total gross wages earned, all rates of pay
20 and corresponding number of hours worked, total net wages earned, the inclusive dates of the pay
21 period, and/or the correct name and address of the legal entity that is the employer in violation of
22 Labor Code § 226.

23 42. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class
24 with accurate and complete, itemized wage statements resulted in actual injury, as said failures led
25 to, among other things, the non-payment of minimum and overtime wages and meal and rest period
26 premium wages owed and deprived them of the information necessary to identify the discrepancies
27 in Defendants' reported payroll data.

28 ///

1 43. As a consequence of Defendants' unlawful wage statement practices, Plaintiff and
2 members of the Wage Statement Class seek damages and/or statutory penalties, reasonable
3 attorneys' fees, and costs of suit according to California Labor Code § 226.

4 **SIXTH CAUSE OF ACTION**

5 **WAITING TIME PENALTIES**

6 **(Against All Defendants)**

7 44. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
8 fully set forth herein.

9 45. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an
10 employer to pay all wages immediately at the time of separation of employment in the event the
11 employer discharges the employee or the employee provides at least 72 hours of notice of their
12 intent to quit. In the event the employee provides less than 72 hours of notice of their intent to quit,
13 said employee's wages become due and payable not later than 72 hours upon said employee's last
14 date of employment.

15 46. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed
16 to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them at their
17 separation from employment, including unpaid minimum and overtime wages as well as unpaid
18 meal and rest period premium wages.

19 47. Furthermore, Plaintiff is informed and believes, and based thereon alleges, that as a
20 matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff and members of
21 the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant to
22 the requirements of Labor Code §§ 201-202.

23 48. Defendants' failure to pay all final wages was willful within the meaning of Labor
24 Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting
25 Time Class their earned wages upon separation from employment results in continued payment of
26 daily wages up to thirty days from the time the wages were due.

27 49. As a consequence of Defendants' unlawful practices, Plaintiff and members of the
28 Waiting Time Class seek statutory penalties, and costs of suit according to California Labor Code §

1 203.

2 **SEVENTH CAUSE OF ACTION**

3 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

4 **(Against All Defendants)**

5 50. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
6 fully set forth herein.

7 51. At all relevant times herein, Defendants were subject to Labor Code § 2802, which
8 states that “an employer shall indemnify his or her employees for all necessary expenditures or
9 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his
10 or obedience to the directions of the employer.”

11 52. Defendants violated Labor Code § 2802 by failing to reimburse Plaintiff and
12 members of the Expense Reimbursement Class all necessary business expenses they incurred in the
13 performance of their job duties.

14 53. As a consequence of Defendants’ unlawful practices, Plaintiff and members of the
15 class seek recovery of unreimbursed business expenses, including interest thereon, reasonable
16 attorneys’ fees, and costs of suit pursuant to Labor Code § 2802.

17 **EIGHTH CAUSE OF ACTION**

18 **UNFAIR COMPETITION**

19 **(Against All Defendants)**

20 54. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
21 fully set forth herein.

22 55. Defendants have engaged and continue to engage in unfair and/or unlawful business
23 practices in California in violation of Business and Professions Code § 17200, *et seq.*, by:

- 24 a. failing to pay Plaintiff and members of the Minimum Wage Class all minimum
25 wages due;
- 26 b. failing to pay Plaintiff and members of the Overtime Class all overtime wages due;
- 27 c. failing to provide Plaintiff and members of the Meal Period Class with all meal
28 periods to which they are entitled, and failing to pay them all meal period premium

- 1 wages due;
- 2 d. failing to authorize and permit Plaintiff and members of the Rest Period Class all rest
- 3 periods to which they are entitled, and failing to pay them all rest period premium
- 4 wages due;
- 5 e. failing to reimburse all necessary business expenses to Plaintiff and members of the
- 6 Expense Reimbursement Class;
- 7 f. failing to issue accurate and itemized wage statements to Plaintiff and members of
- 8 the Wage Statement Class; and
- 9 g. failing to timely pay all final wages to Plaintiff and members of the Waiting Time
- 10 Penalty Class.

11 56. Defendants' utilization of these unfair and/or unlawful business practices deprived

12 Plaintiff and continues to deprive members of the Classes of compensation to which they are legally

13 entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over

14 Defendants' competitors who have been and/or are currently employing workers and attempting to

15 do so in honest compliance with applicable wage and hour laws.

16 57. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged

17 herein, Plaintiff for himself and on behalf of the members of the Classes, seeks full restitution of

18 monies, as necessary and according to proof, to restore any and all monies withheld, acquired

19 and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

20 58. The acts complained of herein occurred within the last four years immediately

21 preceding the filing of the Complaint in this action.

22 **NINTH CAUSE OF ACTION**

23 **PRIVATE ATTORNEYS GENERAL ACT**

24 **(Against All Defendants)**

25 59. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though

26 fully set forth herein.

27 60. Plaintiff, an "aggrieved employee" within the meaning of Labor Code §§ 2698, *et*

28 *seq.*, acting on behalf of herself and other aggrieved employees (collectively, "Aggrieved

Employees”), brings this representative action against Defendants to recover the civil penalties due to Plaintiff and other Aggrieved Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100 for each initial violation and \$250 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250 for each initial violation and \$1,000 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to Labor Code § 256, a civil penalty in an amount not exceeding 30 days per former employee as waiting time under the terms of Labor Code § 203; and/or (6) \$100 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Failing to pay minimum wages for all hours worked to Aggrieved Employees in violation of Labor Code § 558, 1182.12, 1194, 1194.2, 1197, and 1198;
- b. Failing to pay Aggrieved Employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- c. Failing to provide all legally required meal periods, and failure to pay meal period premium wages, to Aggrieved Employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 512, 558, and 1198;
- d. Failing to authorize and permit all legally required rest periods, and failure to pay rest period premium wages, to Aggrieved Employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- e. Failing to furnish Aggrieved Employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- f. Failing to timely pay all final wages and compensation earned by Aggrieved

- 1 Employees at the time of separation in violation of Labor Code §§ 201-202;
- 2 g. Failure to reimburse Aggrieved Employees for all necessary business expenses in
- 3 violation of Labor Code § 2802;
- 4 h. Failing to pay Aggrieved Employees all paid sick leave wages in violation of Labor
- 5 Code § 246;
- 6 i. Failing to pay Aggrieved Employees all earned wages at least twice during each
- 7 calendar month in violation of Labor Code § 204; and
- 8 j. Failing to maintain accurate records on behalf of Aggrieved Employees in violation
- 9 of Labor Code §§ 1174 and 1198.

10 61. On or about November 19, 2024, Plaintiff notified Defendants via certified mail, and

11 notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of

12 Defendants’ violations of the Labor Code and Plaintiff’s intent to bring a claim for civil penalties

13 under Labor Code §§ 2698, *et seq.* with respect to the violations of the Labor Code identified in the

14 preceding paragraph. Now that 33 days and 65 days have passed from Plaintiff notifying

15 Defendants and the LWDA of these violations, Defendants have not cured any curable violations,

16 and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has

17 exhausted administrative requirements for bringing a claim under the Private Attorneys General Act

18 with respect to these violations.

19 62. Plaintiff has incurred attorneys’ fees and costs, which Plaintiff is entitled to receive

20 under California Labor Code § 2699(g).

21 **PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf

23 this suit is brought against Defendants, as follows:

- 24 1. For an order certifying the proposed Classes;
- 25 2. For an order appointing Plaintiff as representative of the Classes;
- 26 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 27 4. Upon the First Cause of Action, for payment of minimum wages, liquidated
- 28 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, and

1 1197;

2 5. Upon the Second Cause of Action, for payment of overtime wages and penalties
3 according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;

4 6. Upon the Third Cause of Action, for meal period premium wages according to proof
5 pursuant to Labor Code §§ 226.7, 512, and 558;

6 7. Upon the Fourth Cause of Action, for rest period premium wages according to proof
7 pursuant to Labor Code §§ 226.7, 516, and 558;

8 8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code §
9 226;

10 9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code §
11 203;

12 10. Upon the Seventh Cause of Action, for unreimbursed business expenses according to
13 proof pursuant to Labor Code § 2802;

14 11. Upon the Eighth Cause of Action, for restitution to Plaintiff and members of the
15 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
16 practices declared by this Court to be in violation of Business and Professions Code §§ 17200, *et*
17 *seq.*;

18 12. Upon the Ninth Cause of Action, for civil penalties due to Plaintiff, other Aggrieved
19 Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and
20 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to
21 pay each employee and \$200 for each subsequent violation or willful or intentional violation
22 pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each employee, plus 25% of the
23 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
24 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
25 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee
26 per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation
27 pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to Labor Code § 256, a
28 civil penalty in an amount not exceeding 30 days per former employee as waiting time under the

1 terms of Labor Code § 203; and/or (6) \$100.00 for each initial violation and \$200 for each
2 subsequent violation per employee per pay period for those violations of the Labor Code for which
3 no civil penalty is specifically provided;

4 13. Prejudgment interest on all due and unpaid wages pursuant to Labor Code § 218.6
5 and Civil Code §§ 3287 and 3289;

6 14. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
7 218.5, 226, 1194, 2699(g), and Code of Civil Procedure § 1021.5; and

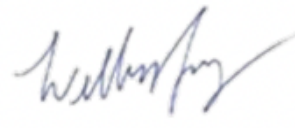
8 15. For such other and further relief, the Court may deem just and proper.

9 **DEMAND FOR JURY TRIAL**

10 Plaintiff hereby demands a trial by jury on all claims.

11
12 DATED: January 29, 2025

JUSTICE FOR WORKERS, P.C.

13
14 By: 

15 William C. Sung

16 Tiffany L. Luu

17 Attorneys for Plaintiff CRISTINA INZUNZA
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EXHIBIT 4



Cristina Inzunza v. EOS Hospitality DBA L'Ermitage Beverly Hills
Los Angeles Superior Court, Case No. 24STCV30593

Date	Description of Cost Item	Invoice #	Amount
11/19/24	LWDA Filing Fee for Initial PAGA Notice	LWDA-CM-1062474-24	\$75.00
11/19/24	Certified Mailing Cost for Mailing PAGA Letter to Def.	9589 0710 5270 1741 2744 43	\$9.64
11/20/24	Filing, Initial Appearance, and Complex Filing Fees for Complaint	10804104	\$1,494.22
12/23/24	Service of Process Fee to Serve Def.	10984508	\$85.23
12/24/24	e-Filing Fee for Proof of Personal Service	10984508-01	\$16.17
1/31/25	e-Filing Fee for First Amended Complaint	11237116	\$16.17
3/6/25	Case Anywhere System Access Fee	371591	\$40.12
4/4/25	Case Anywhere System Access Fee	384122	\$59.00
5/6/25	Case Anywhere System Access Fee	396063	\$59.00
6/18/25	Case Anywhere System Access Fee	408080	\$59.00
7/1/25	Case Anywhere System Access Fee	420367	\$59.00
8/7/25	Case Anywhere System Access Fee	432935	\$59.00
9/3/25	Case Anywhere System Access Fee	445417	\$59.00
10/1/25	Case Anywhere System Access Fee	458108	\$59.00
12/24/25	Fee for Expert Data Analyst	2299	\$650.00
10/6/25	Plaintiff's Share of Mediation Fee - Momentum ADR	1692	\$9,250.00
10/10/25	e-Filing Fee for Joint Status Conference Report	13086929	\$16.17
11/3/25	Case Anywhere System Access Fee	471008	\$66.00
12/1/25	Case Anywhere System Access Fee	483874	\$59.00
12/5/25	e-Filing Fee for Request for Dismissal	13494334	\$16.17
Estimated Future Cost	e-Filing Fee Motion for Approval of PAGA Settlement	N/A	\$77.97
Estimated Future Cost	Courtesy Copy Deliver Fee for Motion for Approval of PAGA Settlement	N/A	\$164.30
Estimated Future Cost	e-Filing Fee for Supplemental Brief and/or Amended Proposed Order	N/A	\$16.17
Estimated Future Cost	Case Anywhere System Access Fee Through Settlement Approval (December 2025 to April 2026)	N/A	\$302.00
Estimated Future Cost	e-Filing Fee for Declaration of Compliance	N/A	\$16.17
		TOTAL	\$12,783.50

EXHIBIT 5