

NOTICE OF PRIVATE ATTORNEYS GENERAL ACT CLAIM

To: California Labor and Workforce Development Agency,
Sunshine Hotels II, LLC. and Advance Management & Investment, LLC
Date: December 3, 2024, 2024
Subject: *Marina Molina Molina v. Sunshine Hotels II, LLC.* and
Advance Management & Investment, LLC

INTRODUCTION

Please take notice that Marina Molina Molina intends to seek civil penalties against her employers, Sunshine Hotels II, LLC. and *Advance Management & Investment, LLC* (collectively, “Employers”) under the California Private Attorneys General Act, California Labor Code §§ 2698, *et seq.* (“PAGA”), on behalf of herself, the Labor and Workforce Development Agency (“LWDA”), and other aggrieved employees. Employers are liable for these civil penalties as a result of their uniform and systematic failure to comply with California wage laws, including California Labor Code provisions relating to the payment of overtime wages and minimum wages, and providing meal and rest breaks (or payment of the statutory additional wages due), expense reimbursements, inaccurate wage statements, and waiting time penalties.

Before pursuing these PAGA penalties in a representative capacity, California Labor Code § 2699.3 requires that aggrieved employees notify their employer and the LWDA of the specific provisions of the California Labor Code allegedly violated, as well as the facts and legal grounds supporting the allegations. To that end, we submit this letter on behalf of our client, Marina Molina Molina, and on behalf of all aggrieved employees to provide notice of the following facts and violations of the California Labor Code:

GENERAL INFORMATION

Sunshine Hotels II, LLC. is in the hospitality industry and operates the Courtyard Marriott Victorville, a commercial establishment that specializes in short-term lodging, meals, and other services to travelers and tourists and has its headquarters in Hesperia, California. Similarly, Advance Management & Investment, LLC is in the hospitality industry that is known for its development and management of hotels and has its headquarters in Kingman, Arizona. At all times mentioned herein, Employers are licensed to do business in the State of California and conducted and continue to conduct substantial business in the State of California and at all times mentioned herein, Employers were and are covered by the California Labor Code and the applicable California Industrial Welfare Commission (“IWC”) Wage Order.

Marina Molina Molina was employed by Employers as a housekeeper from January 1, 2019 to November 10, 2024. At all times, Ms. Molina was employed as an hourly non-exempt employee.

CALIFORNIA LABOR CODE VIOLATIONS

1. Failure to Provide Rest Periods

(California Labor Code §§ 226.7 and 512 and IWC Wage Orders)

High workload demands, strict deadlines, and intense pressure to meet company goals forced employees to delay, shorten, or forgo their rest breaks to complete their assigned tasks. Specifically, Employers required that Ms. Molina and other employees without any breaks so that the rooms would be clean when guests arrived. In doing so, Employers regularly failed to provide Ms. Molina and other employees with any rest breaks at all. In addition, when working more than six hours, Ms. Molina and other employees would not receive any additional rest breaks. As a result, Ms. Molina and other employees regularly worked in excess of four hours or major fraction thereof during work days without being provided at least a ten-minute rest period in which they were relieved of all duties, as required by California Labor Code §§ 226.7, 512, and 1198 and IWC Wage Orders, and Employers are liable for civil penalties under California Labor Code §§ 2698 *et seq.*

2. Failure to Provide Meal Periods

(California Labor Code §§ 226.7, 512 and IWC Wage Orders)

The same workload demands discussed above forced Ms. Molina and other employees to delay, shorten, or forgo their meal breaks to complete their assigned tasks. Oftentimes, Ms. Molina worked more than a five-hour shift and did not receive a 30-minute meal break. Similarly, Ms. Molina and other employees worked more than ten hours in a shift without receiving a second timely half-hour meal period, as required by California Labor Code §§ 226.7 and 512 and the IWC Wage Orders. As a result, Employers have violated California Labor Code §§ 226.7 and 512 and the applicable IWC Wage Order, and is liable for civil penalties under California Labor Code §§ 2698 *et seq.*

3. Failure to Pay Overtime Wages

(California Labor Code §§ 510 and 1194, and 1198)

At times, Employers employed Ms. Molina and other employees for more than eight hours per day or more than 40 hours per workweek. In this instance, the non-exempt employees are entitled to receive one-and-one half times their regular hourly rate of pay for working more than eight hours but less than 12 hours in a workday or over 40 hours in a workweek. Notwithstanding this law, Employers failed to maintain a policy that compensates Ms. Molina and other employees for all hours worked, including overtime compensation and properly calculating the overtime rate.

As a result, Employers have violated California Labor Code §§ 204, 210, 211, 510, 1194, 1197.1, and 1198 and the applicable IWC Wage Order for failure to pay overtime, and is liable for civil penalties under California Labor Code §§ 558 and 2698 *et seq.*

4. Failure to Pay Minimum Wage

(California Labor Code §§ 204, 1118.12, 1197.1, IWC Wage Order)

Employers failed to pay Ms. Molina and other employees California's prevailing minimum wage for all "hours worked." In such an instance, Employers were obligated to pay wages for all hours worked, but failed to do so. As a result, Employers have violated California Labor Code §§ 204, 558, 1118.12, 1193.6, 1194, 1197, 1197.1, and 1198 and the applicable IWC Wage Order for failure to pay minimum wage for all hours worked, and is liable for civil penalties under California Labor Code §§ 558 and 2698 *et seq.*

5. Failure to Provide Accurate Itemized Wage Statements

(California Labor Code § 226)

Ms. Molina and other employees' wage statements were deficient, because of the violations detailed in this notice, including not paying regular and overtime wages for all hours worked and failing to provide meal and rest break premiums. As a result, the wage statements provided to Ms. Molina and other employees were not accurate and do not include all of the statutorily-required information. Specifically, Employers have violated California Labor Code § 226 by willfully failing to furnish Ms. Molina and other employees with accurate, itemized wage statements. These California Labor Code violations, in turn, constitute PAGA violations.

6. Reporting Time Pay

(IWC Wage Order)

Under California law, each workday an employee is required to work, but is not put to work or is furnished with less than half of his or her usual day's work, the employee must be paid for half the usual or scheduled day's work, but in no event for less than two hours not more than four, at his or her regular rate of pay. Here, Employers required Ms. Molina and other employees to report to work, but sometimes Employers' management would inform them that there was not any work for them that day. In such a situation, these employees were sent home before their usual day's work, and are entitled to reporting time pay under the applicable IWC Wage Order. Employers, however, did not provide reporting time pay to Ms. Molina and other employees in violation of the applicable IWC Wage Order, which in turn, constitutes a PAGA violation.

7. Failure to Pay Waiting Time Penalties

(California Labor Code § 203)

Sections 201 and 202 of the California Labor Code requires that employers pay employees all wages due immediately if an employer discharges an employee, and within 72 hours if an employee quits his or her employment. Section 203 of the California Labor Code provides that if an employer willfully fails to timely pay such wages the employer must, as a sanction and amount owed, continue to pay that employee's wages until the back wages are paid in full or an action is commenced. The sanction and amount owed cannot exceed 30 days of wages.

Employers owed wages to discharged employees, such as premiums for missed meal and rest periods, minimum wage, and overtime pay for hours worked over eight hours in a workday or 40 in a workweek. Sunshine Hotel's failure to pay these wages at termination was willful and constitutes a PAGA violation based on a violation of California Labor Codes §§ 201-203 and 558.

8. Failure to Reimburse for Business Expenditures and Losses
(California Labor Code § 2802)

As a pattern of practice, Employers regularly failed to reimburse and indemnify Ms. Molina and other employees for their business expenses. These expenses were necessary expenditures incurred by Ms. Molina and other employees to perform their job duties. For example, Ms. Molina and other employees were required to use their own mobile devices to communicate with management or colleagues when there were issues with company-issued radios, but were not reimbursed for this expense. Despite being aware of these business expenses, Employers failed to reimburse Ms. Molina and other employees for such business expenses in violation of California Labor Code § 2802, which requires employers to "indemnify his or her employee for all necessary expenditures and losses incurred by employees." In turn, this constitutes a PAGA violation based on a violation of California Labor Code §§ 2800 and 2802.

CONCLUSION

In sum, Employers have committed PAGA violations based on non-compliance with California Labor Code §§ 204, 1118.12, 1197.1 (minimum wage), 226 (inaccurate itemized wage statements), 226.7 (meal and rest break violations), 510-511, 119, 512 (meal breaks), 2802 (expense reimbursements) and 202-203 and 558 (waiting time penalties), as well as the applicable IWC Wage Order

Ms. Molina seeks to remedy these violations by securing unpaid wages and civil penalties. Please let me know whether the LWDA intends to investigate or whether we may proceed with a civil action as representatives for the LWDA and those employees that are aggrieved. If you have any questions, please do not hesitate to contact me.

Sincerely,



Vache Thomassian, Esq.
KJT Law Group, LLP

VIA ONLINE FILING

Labor and Workforce Development Agency

Attn: PAGA Administrator

Filed at "New PAGA Claim Notice" (<https://dir.tfaforms.net/308>)

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