

1 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

2 Norman B. Blumenthal (State Bar #068687)

3 Kyle R. Nordrehaug (State Bar #205975)

4 Aparajit Bhowmik (State Bar #248066)

5 Nicholas J. De Blouw (State Bar #280922)

6 Christine T. LeVu (State Bar #288271)

7 [christine@bamlawca.com](mailto:christine@bamlawca.com)

8 2255 Calle Clara

9 La Jolla, CA 92037

10 Telephone: (858)551-1223

11 Facsimile: (858) 551-1232

12 Website: [www.bamlawca.com](http://www.bamlawca.com)

13 *Attorneys for Plaintiff*

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **IN AND FOR THE COUNTY OF SAN FRANCISCO**

16 DELANEY BARNES, on behalf of the State  
17 of California, as a private attorney general,

18 Plaintiff,

19 vs.

20 HYDE PARK HOSPITALITY LLC, a  
21 Limited Liability Company; and DOES 1  
22 through 50, inclusive,

23 Defendants.

Case No. **CGC-25-626980**

**REPRESENTATIVE ACTION**  
**COMPLAINT FOR:**

1. Civil Penalties Pursuant to Labor Code  
§ 2699 for violations of Labor Code  
§§ 201, 202, 203, 204, 210, 226(a), 226.7,  
246, 510, 512, 558(a)(1)(2), 1194, 1197,  
1197.1, 1198, 2802, California Code of  
Regulations, Title 8, Section 11040,  
Subdivision 5(A)-(B), and the applicable  
Wage Order(s).

ELECTRONICALLY  
**FILED**  
Superior Court of California,  
County of San Francisco

**07/07/2025**  
**Clerk of the Court**  
BY: WILMA CORRALES  
Deputy Clerk

1 Plaintiff Delaney Barnes (“PLAINTIFF”), on behalf of the people of the State of  
2 California and as an “aggrieved employee” acting as a private attorney general under the  
3 Labor Code Private Attorney General Act of 2004, § 2699, (“PAGA”) only, alleges on  
4 information and belief, except for his own acts and knowledge which are based on personal  
5 knowledge, the following:

### 6 **INTRODUCTION**

7 1. PLAINTIFF brings this action against defendant Hyde Park Hospitality LLC  
8 (referred to as “DEFENDANT”) seeking only to recover PAGA civil penalties on behalf of all  
9 current and former aggrieved employees that worked for DEFENDANT. PLAINTIFF does **not**  
10 **seek to recover anything other than penalties as permitted by California Labor Code §**  
11 **2699**. To the extent that statutory violations are mentioned for wage violations, PLAINTIFF  
12 does not seek underlying general and/or special damages for those violations, but simply the  
13 civil penalties permitted by California Labor Code § 2699.

14 2. California has enacted the PAGA which permits PLAINTIFF to bring an action  
15 for PAGA penalties *only*, which is the precise and sole nature of this action.

16 3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for  
17 DEFENDANT’s violations under PAGA and solely for the relief as permitted by PAGA – that  
18 is, penalties and any other relief the Court deems proper pursuant to the PAGA. Nothing in this  
19 complaint should be construed as attempting to obtain any relief that would not be available in  
20 a PAGA-only action.

21 4. PLAINTIFF is not suing in his individual capacity; he is proceeding  
22 herein solely under the PAGA, on behalf of the State of California for all aggrieved employees.  
23 Nothing in this complaint should be construed as PLAINTIFF suing in his individual capacity.

### 24 **THE PARTIES**

25 5. Hyde Park Hospitality LLC (“DEFENDANT”) is a limited liability company that  
26 at all relevant times mentioned herein conducted and continues to conduct substantial business  
27 in California.  
28

1           6.     DEFENDANT provides hospitality services in San Francisco.

2           7.     PLAINTIFF was employed by DEFENDANT in California from July of 2024 to  
3 December 22, 2024. PLAINTIFF was at all times classified by DEFENDANT as a non-exempt  
4 employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and  
5 payment of minimum and overtime wages due for all time worked.

6           8.     PLAINTIFF, and such persons that may be added from time to time who satisfy  
7 the requirements and exhaust the administrative procedures under the Private Attorney General  
8 Act, brings this Representative Action on behalf of the State of California with respect to all  
9 individuals who are or previously were employed by DEFENDANT in California, including any  
10 employees staffed with DEFENDANT by a third party, and classified as non-exempt employees  
11 (“AGGRIEVED EMPLOYEES”) during the time period of February 10, 2024 until a date as  
12 determined by the Court (the "PAGA PERIOD").

13          9.     PLAINTIFF, on behalf of all AGGRIEVED EMPLOYEES presently or  
14 formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative  
15 action pursuant to Labor Code § 2699 seeking fixed civil penalties for DEFENDANT’s  
16 violation of California Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 246, 510, 512,  
17 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8,  
18 Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s). Based upon the  
19 foregoing, PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved employees  
20 within the meaning of Labor Code § 2699.

21          10.    The true names and capacities, whether individual, corporate, subsidiary,  
22 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are  
23 presently unknown to PLAINTIFF who therefore sues these Defendants by such fictitious  
24 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this  
25 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when  
26 they are ascertained. PLAINTIFF is informed and believes, and based upon that information  
27 and belief alleges, that the Defendants named in this Complaint, including DOES 1 through  
28

1 50, inclusive, are responsible in some manner for one or more of the events and happenings  
2 that proximately caused the injuries and damages hereinafter alleged.

3 11. The agents, servants and/or employees of the Defendants and each of them  
4 acting on behalf of the Defendants acted within the course and scope of his, her or its  
5 authority as the agent, servant and/or employee of the Defendants, and personally  
6 participated in the conduct alleged herein on behalf of the Defendants with respect to the  
7 conduct alleged herein. Consequently, the acts of each Defendant are legally attributable to  
8 the other Defendants and all Defendants are jointly and severally liable to PLAINTIFF and  
9 all the AGGRIEVED EMPLOYEES, for the loss sustained as a proximate result of the  
10 conduct of the Defendants' agents, servants and/or employees.

### 11 12 THE CONDUCT

13 12. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT  
14 was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all their time  
15 worked, meaning the time during which an employee is subject to the control of an  
16 employer, including all the time the employee is suffered or permitted to work.  
17 DEFENDANT requires PLAINTIFF and the AGGRIEVED EMPLOYEES to work without  
18 paying them for all the time they are under DEFENDANT's control. Among other things,  
19 DEFENDANT requires PLAINTIFF to work while clocked out during what is supposed to  
20 be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by  
21 work assignments while clocked out for what should have been PLAINTIFF's off-duty meal  
22 break. DEFENDANT, as a matter of established company policy and procedure,  
23 administers a uniform practice of rounding the actual time worked and recorded by  
24 PLAINTIFF and the AGGRIEVED EMPLOYEES, always to the benefit of DEFENDANT,  
25 so that during the course of their employment, PLAINTIFF and the AGGRIEVED  
26 EMPLOYEES are paid less than they would have been paid had they been paid for actual  
27 recorded time rather than "rounded" time. As a result, PLAINTIFF and the AGGRIEVED  
28 EMPLOYEES forfeit minimum wage, overtime wage compensation, and off-duty meal

1 breaks by working without their time being correctly recorded and without compensation at  
2 the applicable rates. DEFENDANT's policy and practice not to pay PLAINTIFF and the  
3 AGGRIEVED EMPLOYEES for all time worked, is evidenced by DEFENDANT's business  
4 records.

5 13. State law provides that employees must be paid overtime and meal and rest  
6 break premiums at one-and-one-half times their "regular rate of pay." PLAINTIFF and the  
7 AGGRIEVED EMPLOYEES are compensated at an hourly rate plus incentive pay that is  
8 tied to specific elements of an employee's performance.

9 14. The second component of PLAINTIFF's and the AGGRIEVED  
10 EMPLOYEES' compensation is DEFENDANT's non-discretionary incentive program that  
11 paid PLAINTIFF and the AGGRIEVED EMPLOYEES incentive wages based on their  
12 performance for DEFENDANT. The non-discretionary incentive program provided all  
13 employees paid on an hourly basis with incentive compensation when the employees met the  
14 various performance goals set by DEFENDANT. However, when calculating the regular  
15 rate of pay in order to pay overtime and meal and rest break premiums to PLAINTIFF and  
16 the AGGRIEVED EMPLOYEES, DEFENDANT failed to include the incentive  
17 compensation as part of the employees' "regular rate of pay" for purposes of calculating  
18 overtime pay and meal and rest break premium pay. Management and supervisors described  
19 the incentive program to potential and new employees as part of the compensation package.  
20 As a matter of law, the incentive compensation received by PLAINTIFF and the  
21 AGGRIEVED EMPLOYEES must be included in the "regular rate of pay." The failure to  
22 do so has resulted in a underpayment of overtime compensation and meal and rest break  
23 premiums to PLAINTIFF and the AGGRIEVED EMPLOYEES by DEFENDANT.

24 15. As a result of their rigorous work schedules, PLAINTIFF and the  
25 AGGRIEVED EMPLOYEES were from time to time unable to take thirty (30) minute off  
26 duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF  
27 and the AGGRIEVED EMPLOYEES were required from time to time to perform work as  
28 ordered by DEFENDANT for more than five (5) hours during some shifts without receiving

1 a meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFF and  
2 AGGRIEVED EMPLOYEES with a second off-duty meal period for some workdays in  
3 which these employees were required by DEFENDANT to work ten (10) hours of work.  
4 DEFENDANT also engaged in the practice of rounding the meal period times to avoid  
5 paying penalties to PLAINTIFF and the AGGRIEVED EMPLOYEES. PLAINTIFF and the  
6 AGGRIEVED EMPLOYEES therefore forfeit meal breaks without additional compensation  
7 and in accordance with DEFENDANT's corporate policy and practice.

8 16. During the PAGA PERIOD, PLAINTIFF and the AGGRIEVED  
9 EMPLOYEES were also required from time to time to work in excess of four (4) hours  
10 without being provided ten (10) minute rest periods. Further, these employees were denied  
11 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2)  
12 to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes  
13 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,  
14 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10)  
15 hours or more from time to time. PLAINTIFF and the AGGRIEVED EMPLOYEES were  
16 also not provided with one hour wages in lieu thereof. Additionally, the applicable  
17 California Wage Order requires employers to provide employees with off-duty rest periods,  
18 which the California Supreme Court defined as time during which an employee is relieved  
19 from all work related duties and free from employer control. In so doing, the Court held that  
20 the requirement under California law that employers authorize and permit all employees to  
21 take rest period means that employers must relieve employees of all duties and relinquish  
22 control over how employees spend their time which includes control over the locations  
23 where employees may take their rest period. Employers cannot impose controls that prohibit  
24 an employee from taking a brief walk - five minutes out, five minutes back. Here,  
25 DEFENDANT's policy restricted PLAINTIFF and the AGGRIEVED EMPLOYEES from  
26 unconstrained walks and is unlawful based on DEFENDANT's rule which states  
27 PLAINTIFF and the AGGRIEVED EMPLOYEES cannot leave the work premises during  
28 their rest period.

1           17. During the PAGA PERIOD, DEFENDANT failed to accurately record and  
2 pay PLAINTIFF and the AGGRIEVED EMPLOYEES for the actual amount of time these  
3 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,  
4 DEFENDANT was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for  
5 all time worked, meaning the time during which an employee was subject to the control of  
6 an employer, including all the time the employee was permitted or suffered to permit this  
7 work. DEFENDANT required these employees to work off the clock without paying them  
8 for all the time they were under DEFENDANT's control. As such, DEFENDANT knew or  
9 should have known that PLAINTIFF and the AGGRIEVED EMPLOYEES were under  
10 compensated for all time worked. As a result, PLAINTIFF and the AGGRIEVED  
11 EMPLOYEES forfeited time worked by working without their time being accurately  
12 recorded and without compensation at the applicable minimum wage and overtime wage  
13 rates. To the extent that the time worked off the clock does not qualify for overtime  
14 premium payment, DEFENDANT failed to pay minimum wages for the time worked off-  
15 the-clock in violation of Cal. Lab. Code §§ 1194, 1197, and 1197.1.

16           18. From time to time, DEFENDANT also failed to provide PLAINTIFF and the  
17 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to  
18 show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226  
19 provides that every employer shall furnish each of his or her employees with an accurate  
20 itemized wage statement in writing showing, among other things, gross wages earned and all  
21 applicable hourly rates in effect during the pay period and the corresponding amount of time  
22 worked at each hourly rate. PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on  
23 an hourly basis. As such, the wage statements should reflect all applicable hourly rates  
24 during the pay period and the total hours worked, and the applicable pay period in which the  
25 wages were earned pursuant to California Labor Code Section 226(a). The wage statements  
26 DEFENDANT provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to  
27 identify such information. More specifically, the wage statements failed to identify the  
28 accurate total hours worked each pay period. When the hours shown on the wage statements

1 were added up, they did not equal the actual total hours worked during the pay period in  
2 violation of Cal. Lab. Code 226(a)(2). Aside, from the violations listed above in this  
3 paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that  
4 lists all the requirements under California Labor Code 226. As a result, DEFENDANT from  
5 time to time provided PLAINTIFF and the AGGRIEVED EMPLOYEES with wage  
6 statements which violated Cal. Lab. Code § 226.

7 19. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be  
8 deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if  
9 the wages are paid not more than seven (7) calendar days following the close of the payroll  
10 period. Cal. Lab. Code § 210 provides:

11 in [I]n addition to, and entirely independent and apart from, any other penalty provided  
12 this article, every person who fails to pay the wages of each employee as provided in  
13 Sections. . . 204. . . shall be subject to a civil penalty as follows: (1) For any initial  
14 violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For  
each subsequent violation, or any willful or intentional violation, two hundred dollars  
(\$200) for each failure to pay each employee, plus 25 percent of the amount  
unlawfully withheld.

15 20. DEFENDANT from time to time failed to pay PLAINTIFF and the  
16 AGGRIEVED EMPLOYEES within seven (7) days of the close of the payroll period in  
17 accordance with Cal. Lab. Code § 204(d), including but not limited to the “Hourly” regular  
18 wage payments.

19 21. DEFENDANT underpaid sick pay wages to PLAINTIFF and the  
20 AGGRIEVED EMPLOYEES by failing to pay such wages at the regular rate of pay in  
21 violation of Cal. Lab. Code Section 246. Specifically, PLAINTIFF and other non-exempt  
22 employees earn non-discretionary remuneration, including, but not limited to, incentives,  
23 shift differential pay, and bonuses. Rather than pay sick pay at the regular rate of pay,  
24 DEFENDANT underpays sick pay to PLAINTIFF and the AGGRIEVED EMPLOYEES at  
25 their base rates of pay.

26 22. Cal. Lab. Code Section 246(1)(2) requires that paid sick time for nonexempt  
27  
28

1 employees be calculated by dividing the employee's total wages, not including overtime  
2 premium pay, by the employee's total hours worked in the full pay periods of the prior 90  
3 days of employment.

4 23. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay  
5 at the regular rate of pay. PLAINTIFF and the AGGRIEVED EMPLOYEES routinely  
6 earned non-discretionary incentive wages which increased their regular rate of pay.  
7 However, when sick pay was paid, it was paid at the base rate of pay for PLAINTIFF and  
8 the AGGRIEVED EMPLOYEES, as opposed to the correct, higher regular rate of pay, as  
9 required under Cal. Lab. Code Section 246.

10 24. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF  
11 and the AGGRIEVED EMPLOYEES their correct wages and accordingly owe waiting time  
12 penalties pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFF is informed and  
13 believes and based thereon alleges that such failure to pay sick pay at regular rate was  
14 willful, such that the AGGRIEVED EMPLOYEES whose employment has separated are  
15 entitled to waiting time penalties pursuant to Cal. Lab. Code Sections 201-203.

16 25. DEFENDANT intentionally and knowingly failed to reimburse and indemnify  
17 PLAINTIFF and the AGGRIEVED EMPLOYEES for required business expenses incurred  
18 by the PLAINTIFF and the AGGRIEVED EMPLOYEES in direct consequence of  
19 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section  
20 2802, employers are required to indemnify employees for all expenses incurred in the course  
21 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer  
22 shall indemnify his or her employee for all necessary expenditures or losses incurred by the  
23 employee in direct consequence of the discharge of his or her duties, or of his or her  
24 obedience to the directions of the employer, even though unlawful, unless the employee, at  
25 the time of obeying the directions, believed them to be unlawful."

26 26. In the course of their employment PLAINTIFF and the AGGRIEVED  
27 EMPLOYEES as a business expense, were required by DEFENDANT to use their own  
28 personal cellular phones as a result of and in furtherance of their job duties as employees for

1 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost  
2 associated with the use of their personal cellular phones for DEFENDANT's benefit.  
3 Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were required by  
4 DEFENDANT to use their personal cellular phones. As a result, in the course of their  
5 employment with DEFENDANT, PLAINTIFF and the AGGRIEVED EMPLOYEES  
6 incurred unreimbursed business expenses which included, but were not limited to, costs  
7 related to the use of their personal cellular phones all on behalf of and for the benefit of  
8 DEFENDANT.

9 27. The employment of PLAINTIFF and some AGGRIEVED EMPLOYEES has  
10 terminated and DEFENDANT has not tendered payment of all wages owed as required by  
11 law.

### 12 13 **JURISDICTION AND VENUE**

14 28. This Court has jurisdiction over this Action pursuant to California Code of  
15 Civil Procedure, Section 410.10.

16 29. Venue is proper in this Court pursuant to California Code of Civil Procedure,  
17 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and  
18 DEFENDANT (i) currently maintains and at all relevant times maintained offices and  
19 facilities in this County and/or conducts substantial business in this County, and (ii)  
20 committed the wrongful conduct herein alleged in this County against PLAINTIFF and other  
21 AGGRIEVED EMPLOYEES.

### 22 23 **FIRST CAUSE OF ACTION**

#### 24 **For Violation of the Private Attorneys General Act**

25 **[Cal. Lab. Code §§ 2698]**

26 **(By PLAINTIFF and Against All Defendants)**

27 30. PLAINTIFF realleges and incorporates by this reference, as though fully set  
28 forth herein, the prior paragraphs of this Complaint.

1           31.     PAGA is a mechanism by which the State of California itself can enforce state  
2 labor laws through the employee suing under the PAGA who do so as the proxy or agent of  
3 the state's labor law enforcement agencies. An action to recover civil penalties under  
4 PAGA is fundamentally a law enforcement action designed to protect the public and not to  
5 benefit private parties. The purpose of the PAGA is not to recover damages or restitution,  
6 but to create a means of "deputizing" citizens as private attorneys general to enforce the  
7 Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the  
8 public interest to allow aggrieved employees, acting as private attorneys general to recover  
9 civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA  
10 claims cannot be subject to arbitration.

11           32.     PLAINTIFF, and such persons that may be added from time to time who  
12 satisfy the requirements and exhaust the administrative procedures under the Private  
13 Attorney General Act, brings this Representative Action on behalf of the State of California  
14 with respect to all individuals who are or previously were employed by DEFENDANT in  
15 California, including any employees staffed with DEFENDANT by a third party, and  
16 classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during the time  
17 period of February 10, 2024 until a date as determined by the Court (the "PAGA PERIOD").

18           33.     On February 10, 2025, PLAINTIFF gave written notice by electronic mail to  
19 the Labor and Workforce Development Agency (the "Agency") and by certified mail to the  
20 employer of the specific provisions of this code alleged to have been violated as required by  
21 Labor Code § 2699.3. See Exhibit #1, attached hereto and incorporated by this reference  
22 herein (*PAGA Notice only without draft complaint*). On April 24, 2025, PLAINTIFF gave  
23 amended written notice by electronic mail to the Labor and Workforce Development Agency  
24 (the "Agency") and by certified mail to the employer of the specific provisions of this code  
25 alleged to have been violated as required by Labor Code § 2699.3. See Exhibit #2, attached  
26 hereto and incorporated by this reference herein. The statutory waiting period for  
27 PLAINTIFF to add these allegations to the Complaint has expired. As a result, pursuant to  
28 Section 2699.3, PLAINTIFF may now commence a representative civil action under PAGA

1 pursuant to Section 2699 as the proxy of the State of California with respect to all  
2 AGGRIEVED EMPLOYEES as herein defined.

3 34. The policies, acts and practices heretofore described were and are an unlawful  
4 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the  
5 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly  
6 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,  
7 (d) failed to pay overtime wages and sick pay wages, (e) failed to reimburse employees for  
8 required expenses, and (f) failed to provide wages when due, all in violation of the  
9 applicable Labor Code sections listed in Labor Code §§ 201, 202, 203, 204, 210, 226(a),  
10 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of  
11 Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage  
12 Order(s), and thereby gives rise to civil penalties as a result of such conduct.<sup>1</sup> PLAINTIFF  
13 hereby seeks recovery of only civil penalties as prescribed by the Labor Code Private  
14 Attorney General Act of 2004 as the representative of the State of California for the illegal  
15 conduct perpetrated on PLAINTIFF and the AGGRIEVED EMPLOYEES.

16  
17 **PRAYER FOR RELIEF**

18 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and  
19 severally, as follows:

20 1. On behalf of the State of California and with respect to all AGGRIEVED  
21 EMPLOYEES:

22 A) Recovery of civil penalties as prescribed by the Labor Code Private  
23 Attorneys General Act of 2004; and,

24 B) An award of attorneys' fees and cost of suit, as allowable under the  
25 law, including, but not limited to, pursuant to Labor Code §2699.

26 ///

27 \_\_\_\_\_  
28 <sup>1</sup>Plaintiff specifically excludes and/or does not allege any claims under California Labor  
Code §558(a)(3).

1 Dated: July 7, 2025 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP  
2  
3

4 By: /s/ Nicholas De Blouw  
5 Norman B. Blumenthal  
6 Kyle R. Nordrehaug  
7 Nicholas J. De Blouw  
8 *Attorneys for Plaintiff*  
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# EXHIBIT 1

**BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

**2255 CALLE CLARA  
LA JOLLA, CALIFORNIA 92037**

**Web Site: [www.bamlawca.com](http://www.bamlawca.com)**

**San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago**

**Phone: (858) 551-1223**

**Fax: (858) 551-1232**

**WRITERS E-MAIL:  
[Nick@bamlawca.com](mailto:Nick@bamlawca.com)**

**WRITERS EXT:  
1004**

**February 10, 2025  
CA3631**

**VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT**

|                                        |                                        |
|----------------------------------------|----------------------------------------|
| Labor and Workforce Development Agency | Hyde Park Hospitality LLC              |
| Online Filing                          | Certified Mail #9589071052702306888761 |
|                                        | Marc Brooks                            |
|                                        | 171 N. Aberdeen                        |
|                                        | 4th Floor–Office #55                   |
|                                        | Chicago, IL 60607                      |

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2100, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and Violation of Applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Hyde Park Hospitality LLC in California, including any employees staffed with Hyde Park Hospitality LLC by a third party, and classified as non-exempt employees during the time period of February 10, 2024 until a date as determined by the Court. Our offices represent Plaintiff Delaney Barnes (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Hyde Park Hospitality LLC (“Defendant”). Plaintiff was employed by Defendant in California from July of 2024 to December 22, 2024. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed

to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5<sup>th</sup> 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw  
Nicholas J. De Blouw, Esq.

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# EXHIBIT 2

**BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

2255 CALLE CLARA  
LA JOLLA, CALIFORNIA 92037

Web Site: [www.bamlawca.com](http://www.bamlawca.com)

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

WRITERS E-MAIL:  
[rico@bamlawca.com](mailto:rico@bamlawca.com)

WRITERS EXT:  
1009

April 24, 2025  
CA3631

**VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT**

|                                        |                                        |
|----------------------------------------|----------------------------------------|
| Labor and Workforce Development Agency | Hyde Park Hospitality LLC              |
| Online Filing                          | Certified Mail #9589071052700057737710 |
|                                        | The Corporation Trust Center           |
|                                        | 1209 Orange St.                        |
|                                        | Wilmington, DE 19801                   |

**Re: AMENDED NOTICE FOR LWDA CASE NO. LWDA-CM-1078997-25**

Amended Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and Violation of Applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

Plaintiff's original PAGA Notice was sent to Defendant and the LWDA on February 10, 2025. On April 1, 2025, the LWDA sent Plaintiff's counsel a letter directing the submission of an Amended PAGA Notice setting forth specific violations personally suffered by Plaintiff and describing the particular facts and theories supporting the specific violations alleged. Accordingly, this letter serves as Amended written notice under California Labor Code Section 2699.3 on behalf of Delaney Barnes ("Plaintiff") and all other Aggrieved Employees of Hyde Park Hospitality LLC ("Defendant").

"Aggrieved Employees" refers to all individuals who are or previously were employed by Hyde Park Hospitality LLC in California, including any employees staffed with Hyde Park Hospitality LLC by a third party, and classified as non-exempt employees during the time period of February 10, 2024 until a date as determined by the Court ("PAGA Period"). Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff was employed by Defendant in California from July of 2024 to December 22, 2024. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum

# BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

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San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, for all of their time spent working off the clock as described further below, and for businesses expenses incurred but not reimbursed.

Plaintiff was employed by Defendant as a dishwasher and a food preparer. Plaintiff worked for Defendant at an airport lounge inside San Francisco International Airport located at 780 S. Airport Blvd., San Francisco, CA 94128. Throughout Plaintiff's employment and during the PAGA period, the lounge that Plaintiff worked at was constantly busy in order to serve the needs of its constant flow of airport customers. Simultaneously, the "back of the house" area of the lounge (kitchen/dishwashing/ food preparation areas), where Plaintiff worked, was also extremely busy and, unfortunately, regularly understaffed. As a result, Plaintiff and other Aggrieved Employees were often unable to receive compliant meal breaks and rest breaks, which were many times late (taken after the 5<sup>th</sup> hour), interrupted by work issues, or missed entirely. On at least one occasion, for example, Plaintiff was told by the kitchen supervisor, Sandy Dionisio, that he could not take his meal break at that time so that someone else could take it first – which caused Plaintiff's meal break to be taken late, after the 5<sup>th</sup> hour of work. With respect to rest breaks, Plaintiff rarely received 10-minute duty-free rest breaks every 3 hours of work. Plaintiff does not recall being advised by Defendant that he could take rest breaks but instead became aware of them through a co-worker several weeks after he starting working for Defendant. Due to the lounge and back of the house being so busy, coupled with chronic short staffing, during the PAGA period Plaintiff and other Aggrieved Employees were often unable to take compliant meal and rest breaks which is in violation of Cal. Labor Codes Sections 226.7 and 512. While Plaintiff's wage statements show that meal break premiums were paid to Plaintiff for some meal break violations, Defendant did not come close to compensating Plaintiff for every meal break violation that occurred. Plaintiff was rarely able to take rest breaks and his meal breaks were late, missed or interrupted at least 3 times every week. Moreover, because the reasons for not being able to take compliant breaks was generally the same for meal breaks and rest breaks (eg. extremely busy, under-staffing), it is illogical that no rest break violations occurred. Plaintiff, however, did not receive any rest break premium payments despite regularly being unable to take compliant rest breaks. Attached as **Exhibit #1** are true and correct copies of Plaintiff's wage statements for two consecutive pay periods from October 16, 2024 through November 15, 2024, showing only 4 meal break premiums paid during a one month period, including a 2<sup>nd</sup> meal penalty for a shift lasting more than 10 hours, and **zero** rest break premiums paid by Defendant when Plaintiff regularly did not receive compliant meal and rest breaks during that time period.

Furthermore, Plaintiff worked while off the clock which resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197 & 1198. For example, from time to time Plaintiff's supervisors, such as Ms. Dionisio and Juan Calvo, asked him to keep working at the end of a shift while clocked

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out, such as helping to clean up the kitchen and bringing supplies into the back-of-the house area. Plaintiff also worked while clocked out during meal breaks. For example, on at least one occasion Ms. Dionisio told Plaintiff during a meal break to get back to the kitchen and work because help was needed. In addition, in order to clock in for a shift on his cell phone, Plaintiff had to be within a certain range of the airport lounge he worked at. In order to get into that range, Plaintiff had to arrive at the airport early and also wait 5-10 minutes for a supervisor or manager to escort him to an area close enough that he could clock into work.

Pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages, including the meal and rest break penalties described above. Additionally, Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the proper regular and overtime wages earned. Often, this did not occur. Plaintiff therefore contends that Defendant failed to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a), such as not including all non-discretionary incentive wages into the regular rate for purposes of calculating Plaintiff's correct overtime and meal break penalty rate during certain pay periods. For example, Plaintiff earned non-discretionary shift differential pay in November of 2024 for working on Thanksgiving, identified on his wage statement as "HOLIDAY WOR", in the same pay period where he also worked overtime and received meal break penalty payments. During this pay period, however, Plaintiff was underpaid overtime and meal break penalties because his regular rate, for purposes of determining his correct overtime and meal break penalty rate, did not include this shift differential pay as required by law. This failure to include all non-discretionary incentive wages into Plaintiff's regular rate, also was a violation of Cal. Lab code section 510. Attached as **Exhibit #2** is a true and correct copy of Plaintiff's wage statement for the time period November 16, 2024 through November 30, 2024. See also **Exhibit #3** which is a true and correct copy of Plaintiff's wage statement for the time period October 1, 2024 through October 15, 2024. During this time period Plaintiff earned a non-discretionary shift differential payment identified as a "DAILYDOUBLE" in the same pay period he earned overtime and a meal break penalty – but again, this shift differential payment was not factored into Plaintiff's regular rate for purposes of determining his correct overtime and meal break penalty rate during that pay period resulting in an underpayment of overtime wages to Plaintiff and his meal break penalty being less than what it should have been.

Plaintiff was also not reimbursed for business related expenses that he incurred as a result of his job duties for Defendant in violation of Cal. Lab. Code Section 2802. For

# **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

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example, Plaintiff was required to wear non-slip shoes which he had to pay for himself. Plaintiff also had to wear a uniform at work consisting of a blue collared button-up shirt with black work pants. Plaintiff was provided with only one uniform by Defendant and had to wash it himself on a regular basis at his own expense. In addition, Plaintiff had to use his personal cell phone for various work-related issues but was not reimbursed any reasonable expenses he incurred. Specifically, Plaintiff was required to clock in and out for his work shifts via the ADP app on his cell phone. Another required cell phone app, "When I Work", was used by Plaintiff and other Aggrieved Employees for scheduling purposes. Moreover, Plaintiff was called and contacted via text by his supervisors regarding scheduling issues. Most of the time this communication occurred while Plaintiff was off the clock which resulted in additional unpaid off the clock work.

Defendant also failed to comply with California's paid sick leave laws with respect to Plaintiff and other Aggrieved Employees in violation of California Labor Code Section 246. Due to Defendants' policy and practice of excluding some forms of non-discretionary wages, including but not limited to the shift differential wages (eg. "HOLIDAY WOR " and "DAILYDOUBLE") from the regular rate of pay, Plaintiff believes and alleges that Defendant underpaid sick pay at only Plaintiff's and Aggrieved Employees' base hourly rate instead of regular rate of pay.

Finally, as described in detail in this notice, Defendant failed to pay all wages and premiums owed to Plaintiff and Aggrieved Employees during their employment and also failed to timely pay those amounts due and earned to departing employees upon separation of employment (such as when Plaintiff's employment with Defendant ended in December of 2024) in violation of California Labor Code Sections 201-204. Defendant also failed to pay the waiting time penalties owed to Plaintiff and other Aggrieved Employees that stemmed from the non-payment of wages and premiums owed based on the allegations above. Said conduct, in addition to the foregoing, violates Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees.

**BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

**2255 CALLE CLARA**

**LA JOLLA, CALIFORNIA 92037**

**Web Site: [www.bamlawca.com](http://www.bamlawca.com)**

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

If you have any questions or concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

*/s/ Ricardo R. Ehmann*

Ricardo R. Ehmann, Esq.

## **EXHIBIT 1**

CO. FILE DEPT. CLOCK VCHR. NO. 030  
YGO 001186 020017 0000450011 1

## Earnings Statement



HYDE PARK HOSPITALITY LLC  
171 N ABERDEEN ST # 155  
CHICAGO, IL 60607-1669

Period Beginning: 10/16/2024  
Period Ending: 10/31/2024  
Pay Date: 11/07/2024

Filing Status:   
Exemptions/Allowances:  
Federal:

DELANEY BARNES

Social Security Number:

| Earnings         | rate    | hours | this period       | year to date |
|------------------|---------|-------|-------------------|--------------|
| Regular          | 22.0000 | 43.03 | 946.66            | 9,092.38     |
| Overtime         | 33.0000 | 2.40  | 79.20             | 2,120.91     |
| Meal Penalty 1   | 22.0000 | 1.00  | 22.00             | 352.00       |
| Paid Sick Lv     | 22.0000 | 13.00 | 286.00            | 781.00       |
| DAILYDOUBLE      |         |       |                   | 54.12        |
| HOLIDAY WOR      |         |       |                   | 820.05       |
| Meal Penalty 2   |         |       |                   | 264.00       |
| <b>Gross Pay</b> |         |       | <b>\$1,333.86</b> | 13,484.46    |

### Other Benefits and Information

|                 | this period | total to date |
|-----------------|-------------|---------------|
| Totl Hrs Worked | 45.43       |               |

### Important Notes

COMPANY PH#:(812) 764-9143

BASIS OF PAY: HOURLY

### Additional Tax Withholding Information

Taxable Marital Status:  
CA:   
Exemptions/Allowances:  
CA:

| Deductions          | Statutory         |          |
|---------------------|-------------------|----------|
| Federal Income Tax  | -77.41            | 1,078.41 |
| Social Security Tax | -82.70            | 836.04   |
| Medicare Tax        | -19.34            | 195.52   |
| CA State Income Tax | -21.46            | 394.53   |
| CA SDI Tax          | -14.67            | 148.33   |
| <b>Net Pay</b>      | <b>\$1,118.28</b> |          |
| Chkck1              | -868.28           |          |
| Chkck2              | -250.00           |          |
| <b>Net Check</b>    | <b>\$0.00</b>     |          |

Your federal taxable wages this period are  
\$1,333.86

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HYDE PARK HOSPITALITY LLC  
171 N ABERDEEN ST # 155  
CHICAGO, IL 60607-1669

Advice number: 00000450011  
Pay date: 11/07/2024

| Deposited to the account of | account number | transit ABA | amount   |
|-----------------------------|----------------|-------------|----------|
| DELANEY BARNES              |                |             | \$868.28 |
|                             |                |             | \$250.00 |

THIS IS NOT A CHECK

NON-NEGOTIABLE

CO. FILE DEPT. CLOCK VCHR. NO. 030  
YGO 001186 020017 0000470010 1

## Earnings Statement



HYDE PARK HOSPITALITY LLC  
171 N ABERDEEN ST # 155  
CHICAGO, IL 60607-1669

Period Beginning: 11/01/2024  
Period Ending: 11/15/2024  
Pay Date: 11/22/2024

Filing Status: [REDACTED]  
Exemptions/Allowances:  
Federal: [REDACTED]

DELANEY BARNES

[REDACTED]  
[REDACTED]

Social Security Number: [REDACTED]

| Earnings         | rate    | hours | this period       | year to date |
|------------------|---------|-------|-------------------|--------------|
| Regular          | 22.0000 | 55.13 | 1,212.86          | 10,305.24    |
| Overtime         | 33.0000 | 8.95  | 295.35            | 2,416.26     |
| Meal Penalty 1   | 22.0000 | 2.00  | 44.00             | 396.00       |
| Meal Penalty 2   | 22.0000 | 1.00  | 22.00             | 286.00       |
| DAILYDOUBLE      |         |       |                   | 54.12        |
| HOLIDAY WOR      |         |       |                   | 820.05       |
| Paid Sick Lv     |         |       |                   | 781.00       |
| <b>Gross Pay</b> |         |       | <b>\$1,574.21</b> | 15,058.67    |

### Other Benefits and Information

|                 | this period | total to date |
|-----------------|-------------|---------------|
| Totl Hrs Worked | 64.08       |               |

### Important Notes

COMPANY PH#:(812) 764-9143

BASIS OF PAY: HOURLY

### Additional Tax Withholding Information

Taxable Marital Status:

CA: [REDACTED]

Exemptions/Allowances:

CA: [REDACTED]

| Deductions          | Statutory         |          |
|---------------------|-------------------|----------|
| Federal Income Tax  | -106.25           | 1,184.66 |
| Social Security Tax | -97.60            | 933.64   |
| Medicare Tax        | -22.83            | 218.35   |
| CA State Income Tax | -32.03            | 426.56   |
| CA SDI Tax          | -17.32            | 165.65   |
| <b>Net Pay</b>      | <b>\$1,298.18</b> |          |
| Chkck1              | -798.18           |          |
| Chkck2              | -500.00           |          |
| <b>Net Check</b>    | <b>\$0.00</b>     |          |

Your federal taxable wages this period are  
\$1,574.21

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HYDE PARK HOSPITALITY LLC  
171 N ABERDEEN ST # 155  
CHICAGO, IL 60607-1669

Advice number: 00000470010  
Pay date: 11/22/2024

| Deposited to the account of | account number | transit ABA | amount   |
|-----------------------------|----------------|-------------|----------|
| DELANEY BARNES              | [REDACTED]     | [REDACTED]  | \$798.18 |
|                             |                |             | \$500.00 |

THIS IS NOT A CHECK

NON-NEGOTIABLE

## **EXHIBIT 2**

CO. FILE DEPT. CLOCK VCHR. NO. 030  
YGO 001186 020017 0000490010 1

## Earnings Statement



HYDE PARK HOSPITALITY LLC  
171 N ABERDEEN ST # 155  
CHICAGO, IL 60607-1669

Period Beginning: 11/16/2024  
Period Ending: 11/30/2024  
Pay Date: 12/06/2024

Filing Status:   
Exemptions/Allowances:   
Federal:

DELANEY BARNES

Social Security Number:

| Earnings         | rate    | hours | this period       | year to date     |
|------------------|---------|-------|-------------------|------------------|
| Regular          | 22.0000 | 69.75 | 1,534.50          | 11,839.74        |
| Overtime         | 33.0000 | 2.85  | 94.05             | 2,510.31         |
| HOLIDAY WOR      | 55.0000 | 12.17 | 669.35            | 1,489.40         |
| Meal Penalty 1   | 22.0000 | 1.00  | 22.00             | 418.00           |
| Meal Penalty 2   | 22.0000 | 1.00  | 22.00             | 308.00           |
| DAILYDOUBLE      |         |       |                   | 54.12            |
| Paid Sick Lv     |         |       |                   | 781.00           |
| <b>Gross Pay</b> |         |       | <b>\$2,341.90</b> | <b>17,400.57</b> |

### Other Benefits and Information

|                 | this period | total to date |
|-----------------|-------------|---------------|
| Totl Hrs Worked | 84.77       |               |

### Important Notes

COMPANY PH#:(812) 764-9143

BASIS OF PAY: HOURLY

### Additional Tax Withholding Information

Taxable Marital Status:  
CA:   
Exemptions/Allowances:  
CA:

| Deductions          | Statutory         |          |
|---------------------|-------------------|----------|
| Federal Income Tax  | -198.37           | 1,383.03 |
| Social Security Tax | -145.20           | 1,078.84 |
| Medicare Tax        | -33.96            | 252.31   |
| CA State Income Tax | -76.71            | 503.27   |
| CA SDI Tax          | -25.76            | 191.41   |
| <b>Net Pay</b>      | <b>\$1,861.90</b> |          |
| Chkck1              | -1,361.90         |          |
| Chkck2              | -500.00           |          |
| <b>Net Check</b>    | <b>\$0.00</b>     |          |

Your federal taxable wages this period are  
\$2,341.90

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HYDE PARK HOSPITALITY LLC  
171 N ABERDEEN ST # 155  
CHICAGO, IL 60607-1669

Advice number: 00000490010  
Pay date: 12/06/2024

| Deposited to the account of | account number | transit ABA | amount     |
|-----------------------------|----------------|-------------|------------|
| DELANEY BARNES              |                |             | \$1,361.90 |
|                             |                |             | \$500.00   |

THIS IS NOT A CHECK

NON-NEGOTIABLE

## **EXHIBIT 3**

CO. FILE DEPT. CLOCK VCHR. NO. 030  
YGO 001186 020017 0000430010 1

## Earnings Statement



HYDE PARK HOSPITALITY LLC  
171 N ABERDEEN ST # 155  
CHICAGO, IL 60607-1669

Period Beginning: 10/01/2024  
Period Ending: 10/15/2024  
Pay Date: 10/22/2024

Filing Status: [REDACTED]  
Exemptions/Allowances:  
Federal: [REDACTED]

DELANEY BARNES

Social Security Number: [REDACTED]

| Earnings         | rate    | hours | this period       | year to date     |
|------------------|---------|-------|-------------------|------------------|
| Regular          | 22.0000 | 37.75 | 830.50            | 8,145.72         |
| Overtime         | 33.0000 | 4.83  | 159.39            | 2,041.71         |
| DAILYDOUBLE      | 44.0000 | 1.23  | 54.12             | 54.12            |
| Meal Penalty 2   | 22.0000 | 1.00  | 22.00             | 264.00           |
| HOLIDAY WOR      |         |       |                   | 820.05           |
| Meal Penalty 1   |         |       |                   | 330.00           |
| Paid Sick Lv     |         |       |                   | 495.00           |
| <b>Gross Pay</b> |         |       | <b>\$1,066.01</b> | <b>12,150.60</b> |

### Other Benefits and Information

|                 | this period | total to date |
|-----------------|-------------|---------------|
| Totl Hrs Worked | 43.81       |               |

### Important Notes

COMPANY PH#:(812) 764-9143

BASIS OF PAY: HOURLY

### Additional Tax Withholding Information

Taxable Marital Status:  
CA: [REDACTED]  
Exemptions/Allowances:  
CA: [REDACTED]

| Deductions          | Statutory       |          |
|---------------------|-----------------|----------|
| Federal Income Tax  | -45.77          | 1,001.00 |
| Social Security Tax | -66.10          | 753.34   |
| Medicare Tax        | -15.45          | 176.18   |
| CA State Income Tax | -13.76          | 373.07   |
| CA SDI Tax          | -11.73          | 133.66   |
| <b>Net Pay</b>      | <b>\$913.20</b> |          |
| Chkck1              | -413.20         |          |
| Chkck2              | -500.00         |          |
| <b>Net Check</b>    | <b>\$0.00</b>   |          |

Your federal taxable wages this period are  
\$1,066.01

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HYDE PARK HOSPITALITY LLC  
171 N ABERDEEN ST # 155  
CHICAGO, IL 60607-1669

Advice number: 00000430010  
Pay date: 10/22/2024

| Deposited to the account of | account number | transit ABA | amount   |
|-----------------------------|----------------|-------------|----------|
| DELANEY BARNES              | [REDACTED]     |             | \$413.20 |
|                             |                |             | \$500.00 |

THIS IS NOT A CHECK

NON-NEGOTIABLE