

**JCL LAW FIRM, APC**

Jean-Claude Lapuyade (State Bar #248676)

[jlapuyade@jcl-lawfirm.com](mailto:jlapuyade@jcl-lawfirm.com)

Sydney Castillo-Johnson (State Bar #343881)

[scastillo@jcl-lawfirm.com](mailto:scastillo@jcl-lawfirm.com)

John L. Nitti (State Bar #330752)

[jnitti@jcl-lawfirm.com](mailto:jnitti@jcl-lawfirm.com)

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 599-8292

**ZAKAY LAW GROUP, APLC**

Shani O. Zakay (State Bar #277924)

[shani@zakaylaw.com](mailto:shani@zakaylaw.com)

Nicole Noursamadi (State Bar #357246)

[nicole@zakaylaw.com](mailto:nicole@zakaylaw.com)

Jaclyn Joyce (State Bar #285124)

[jaclyn@zakaylaw.com](mailto:jaclyn@zakaylaw.com)

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 255-9047

Attorneys for PLAINTIFF

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF ALAMEDA**

DARNELL MICHAEL CONERLY, an  
individual, on behalf of Plaintiff, and on behalf  
of all persons similarly situated,

Plaintiff,

v.

MARRIOTT INTERNATIONAL, INC., a  
Delaware corporation; MARRIOTT HOTEL  
SERVICES, INC., a Delaware corporation; and  
DOES 1-50, Inclusive,

Defendants.

Case No: **25CV125102**

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

1) VIOLATIONS OF THE PRIVATE  
ATTORNEYS GENERAL ACT [LABOR  
CODE §§ 2698 ET SEQ.]

1 PLAINTIFF DARNELL MICHAEL CONERLY ("PLAINTIFF"), an individual, in  
2 PLAINTIFF'S representative capacity and on behalf of PLAINTIFF, the people of the State of  
3 California, and as an "aggrieved employee" acting as a private attorney general under the Labor  
4 Code Private Attorney General Act of 2004, Section 2699, *et seq.* ("PAGA") only, alleges on  
5 information and belief, except for PLAINTIFF'S own acts and knowledge which are based on  
6 personal knowledge, the following:

### 7 **INTRODUCTION**

8 1. PLAINTIFF brings this action against Defendant MARRIOTT INTERNATIONAL,  
9 INC. and Defendant MARRIOTT HOTEL SERVICES, INC. (collectively, "DEFENDANTS")  
10 seeking only to recover PAGA civil penalties on behalf of all current and former aggrieved  
11 employees who worked for DEFENDANTS. PLAINTIFF does **not seek to recover anything**  
12 **other than penalties as permitted by California Labor Code Section 2699.** To the extent that  
13 statutory violations are mentioned for wage violations, PLAINTIFF does not seek underlying  
14 general and/or special damages for those violations, but simply the civil penalties permitted by  
15 California Labor Code Section 2699.

16 2. California has enacted the PAGA which permits PLAINTIFF to bring an action on  
17 behalf of PLAINTIFF and on behalf of others for PAGA penalties *only*, which is the precise and  
18 sole nature of this action.

19 3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for DEFENDANTS'  
20 violations under PAGA and solely for the relief as permitted by PAGA that is, penalties and any  
21 other relief the Court deems proper pursuant to PAGA. Nothing in this complaint should be  
22 constructed as attempting to obtain any relief that would not be available in a PAGA- only action.

23 4. PLAINTIFF brings this representative action pursuant to PAGA on behalf of the  
24 Labor and Workforce Development Agency ("LWDA") and other current and former aggrieved  
25 employees of DEFENDANTS for engaging in a pattern and practice of wage and hour violations  
26 under the California Labor Code.

27  
28 ///

5. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS decreased their employment-related costs by systematically violating California wage and hour laws.

6. DEFENDANTS' systematic pattern of wage and hour and Industrial Welfare Commission ("IWC") Wage Order violations toward PLAINTIFF and other aggrieved employees in California include, *inter alia*:

- a. Failure to provide compliant meal and rest periods;
- b. Failure to allow employees to take duty-free meal and rest periods;
- c. Failure to pay all minimum, sick pay, regular and overtime wages;
- d. Failure to correctly calculate the regular rate of pay;
- e. Failure to pay within seven (7) days of the close of payroll;
- f. Failure to pay for all hours worked;
- g. Failure to maintain true and accurate records;
- h. Failure to reimburse for required business expenses;
- i. Failure to provide suitable seating;
- j. Failure to provide accurate itemized wage statements; and
- k. Failure to timely pay wages due during, and upon termination of employment.

7. PLAINTIFF reserves the right to name additional representatives throughout the State of California.

## THE PARTIES

8. Defendant MARRIOTT INTERNATIONAL, INC. (“Defendant Marriott International”) is a Delaware corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

9. Defendant MARRIOTT HOTEL SERVICES, INC. (“Defendant Marriott Hotel Services”) is a Delaware corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

10. Defendant Marriott International and Defendant Marriott Hotel were the joint employers of PLAINTIFF and the AGGRIEVED EMPLOYEES as evidenced by the documents

1 issued to PLAINTIFF and the AGGRIEVED EMPLOYEES, by the company PLAINTIFF and the  
2 AGGRIEVED EMPLOYEES performed work for respectively, and as these entities each exerted  
3 control over the hours, wages and/or working conditions of PLAINTIFF and the AGGRIEVED  
4 EMPLOYEES. Therefore, Defendant Marriott International and Defendant Marriott Hotel are  
5 jointly responsible as employers for the conduct alleged herein as “DEFENDANTS.”

6 11. DEFENDANTS own and operate a hotels in California, including in the County of  
7 Alameda.

8 12. PLAINTIFF was employed by DEFENDANTS in California from December 2021  
9 to February 2023 and again from November 2024 to January 2025, as a non-exempt employee,  
10 paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of  
11 minimum and overtime wages due for all time worked.

12 13. PLAINTIFF, and such persons who may be added from time to time who satisfy the  
13 requirements and exhaust the administrative procedures under the PAGA, bring this Representative  
14 Action on behalf of the State of California with respect to PLAINTIFF and all individuals who are  
15 or previously were employed by Defendant Marriott International and/or Defendant Marriott Hotel  
16 Services who performed work at the Oakland Marriot City Center location in California and  
17 classified as non-exempt employees (“AGGRIEVED EMPLOYEES”) during the time period of  
18 March 28, 2024, and the present (“PAGA PERIOD”).

19 14. PLAINTIFF is an “AGGRIEVED EMPLOYEE” within the meaning of Labor Code  
20 Section 2699(c) because PLAINTIFF was employed by DEFENDANTS and personally suffered  
21 each of the alleged Labor Code violations committed by DEFENDANTS.

22 15. PLAINTIFF and all other AGGRIEVED EMPLOYEES are, and at all relevant times  
23 were, employees of DEFENDANTS, within the meanings set forth in the California Labor Code  
24 and the applicable IWC Wage Order.

25 16. Each of the fictitiously named defendants participated in the acts alleged in this  
26 Complaint. The true names and capacities of the Defendants named as DOES 1 THROUGH 50,  
27 inclusive, are presently unknown to PLAINTIFF. PLAINTIFF will amend this Complaint, setting  
28 forth the true names and capacities of these fictitiously named Defendants when their true names

1 are ascertained. PLAINTIFF is informed and believes, and on that basis alleges, that each of the  
2 fictitious Defendants have participated in the acts alleged in this Complaint.

3 17. DEFENDANTS, including DOES 1 THROUGH 50 (hereinafter collectively  
4 “DEFENDANTS”), were PLAINTIFF’S employers or persons acting on behalf of PLAINTIFF’S  
5 employer, within the meaning of California Labor Code Section 558, who violated or caused to be  
6 violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating  
7 hours and days of work in any order of the IWC and, as such, are subject to civil penalties for each  
8 underpaid employee, as set forth in Labor Code Section 558, at all relevant times.

9 18. DEFENDANTS were PLAINTIFF’S employer or persons acting on behalf of  
10 PLAINTIFF’S employer either individually or as an officer, agent, or employee of another person,  
11 within the meaning of California Labor Code Section 1197.1, who paid or caused to be paid to any  
12 employee a wage less than the minimum fixed by California state law, and as such, are subject to  
13 civil penalties for each underpaid employee.

#### 14 **JURISDICTION AND VENUE**

15 19. This Court has jurisdiction over this Action pursuant to California Code of Civil  
16 Procedure, Section 410.10 and California Business and Professions Code, Section 17203. This  
17 Court has jurisdiction over AGGRIEVED EMPLOYEES’ claims for civil penalties under the  
18 Private Attorney General Act of 2004, California Labor Code Section 2698, *et seq.*

19 20. Venue is proper in this Court pursuant to California Code of Civil Procedure,  
20 Sections 395 and 395.5, because DEFENDANTS (i) currently maintain and at all relevant times  
21 maintained offices and facilities in this County and/or conduct substantial business in this County,  
22 and (ii) committed the wrongful conduct herein alleged in this County against AGGRIEVED  
23 EMPLOYEES.

#### 24 **THE CONDUCT**

25 21. In violation of the applicable sections of the California Labor Code and the  
26 requirements of the IWC Wage Order, DEFENDANTS as a matter of company policy, practice,  
27 and procedure, intentionally, knowingly, and systematically failed to provide legally compliant  
28 meal and rest periods, failed to accurately compensate PLAINTIFF and AGGRIEVED

1 EMPLOYEES for missed meal and rest periods, failed to pay PLAINTIFF and AGGRIEVED  
2 EMPLOYEES for all time worked, failed to compensate PLAINTIFF and AGGRIEVED  
3 EMPLOYEES for off-the-clock work, failed to pay PLAINTIFF and AGGRIEVED EMPLOYEES  
4 overtime at the correct regular rate of pay, failed to compensate PLAINTIFF and AGGRIEVED  
5 EMPLOYEES meal rest premiums at the regular rate, failed to reimburse PLAINTIFF and other  
6 AGGRIEVED EMPLOYEES for business expenses, and knowingly and intentionally failed to  
7 issue to PLAINTIFF and AGGRIEVED EMPLOYEES accurate itemized wage statements  
8 showing, among other things, all applicable hourly rates in effect during the pay periods and the  
9 corresponding amount of time worked at each hourly rate. DEFENDANTS' uniform policies and  
10 practices are intended to purposefully avoid the accurate and full payment for all time worked as  
11 required by California law which allows DEFENDANTS to illegally profit and gain an unfair  
12 advantage over competitors who comply with the law. To the extent equitable tolling operates to  
13 toll claims by the AGGRIEVED EMPLOYEES against DEFENDANTS, the PAGA PERIOD  
14 should be adjusted accordingly.

15 **A. Meal Period Violations**

16 22. Pursuant to the IWC Wage Orders, DEFENDANTS were required to pay  
17 PLAINTIFF and AGGRIEVED EMPLOYEES for all their time worked, meaning the time during  
18 which an employee is subject to the control of an employer, including all the time the employee is  
19 suffered or permitted to work. From time to time during the PAGA PERIOD, DEFENDANTS  
20 required PLAINTIFF and AGGRIEVED EMPLOYEES to work without paying them for all the  
21 time they were under DEFENDANTS' control. Specifically, DEFENDANTS required  
22 PLAINTIFF to work while clocked out during what was supposed to be PLAINTIFF'S off-duty  
23 meal break. Indeed, there were many days where PLAINTIFF did not even receive a partial lunch.  
24 As a result, the PLAINTIFF and other AGGRIEVED EMPLOYEES forfeited minimum wage and  
25 overtime compensation by regularly working without their time being accurately recorded and  
26 without compensation at the applicable minimum wage and overtime rates. DEFENDANTS'  
27 uniform policy and practice not to pay PLAINTIFF and other AGGRIEVED EMPLOYEES for all  
28 time worked is evidenced by DEFENDANTS' business records.

23. During the PAGA PERIOD, as a result of their rigorous work schedules and DEFENDANTS' inadequate staffing practices, PLAINTIFF and other AGGRIEVED EMPLOYEES were from time to time unable to take thirty (30) minute off-duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and other AGGRIEVED EMPLOYEES were from time to time required to perform work as ordered by DEFENDANTS for more than five (5) hours during some shifts without receiving a meal break. Further, from time to time DEFENDANTS failed to provide PLAINTIFF and AGGRIEVED EMPLOYEES with a second off-duty meal period for some workdays in which DEFENDANTS require these employees to work ten (10) hours of work. The nature of the work performed by PLAINTIFF and other AGGRIEVED EMPLOYEES does not qualify for the limited and narrowly construed "on-duty" meal period exception. When they were provided with meal periods, PLAINTIFF and other AGGRIEVED EMPLOYEES were, from time to time, required to remain on duty and on call. DEFENDANTS' failure to provide PLAINTIFF and the AGGRIEVED EMPLOYEES with legally required meal breaks is evidenced by DEFENDANTS' business records. PLAINTIFF and AGGRIEVED EMPLOYEES therefore forfeit meal breaks without additional compensation and in accordance with DEFENDANTS' strict corporate policy and practice.

**B. Rest Period Violations**

24. During the PAGA PERIOD, PLAINTIFF and other AGGRIEVED EMPLOYEES were from time to time also required to work in excess of four (4) hours without being provided ten (10) minute rest periods as a result of their rigorous work requirements and DEFENDANTS' inadequate staffing. Further, for the same reasons, these employees were from time to time denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, denied from time to time a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and denied from time to time a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more. When they were provided with rest breaks, PLAINTIFF and other AGGRIEVED EMPLOYEES were, from time to time, required to remain on premises, on duty and/or on call. Further, DEFENDANTS from time to time required PLAINTIFF and other AGGRIEVED

1 EMPLOYEES to maintain cordless communication devices in order to receive and respond to  
2 work-related communications during what was supposed to be their off-duty rest breaks.  
3 PLAINTIFF and other AGGRIEVED EMPLOYEES were also not provided with one-hour wages  
4 *in lieu* thereof. As a result of their rigorous work schedules and DEFENDANTS' inadequate  
5 staffing, PLAINTIFF and other AGGRIEVED EMPLOYEES were from time to time denied their  
6 proper rest periods by DEFENDANTS and DEFENDANTS' managers.

7 **C. Unreimbursed Business Expenses**

8 25. DEFENDANTS as a matter of corporate policy, practice, and procedure,  
9 intentionally, knowingly, and systematically failed to reimburse and indemnify the PLAINTIFF  
10 and the other AGGRIEVED EMPLOYEES for required business expenses incurred by the  
11 PLAINTIFF and other AGGRIEVED EMPLOYEES in direct consequence of discharging their  
12 duties on behalf of DEFENDANTS. Under California Labor Code Section 2802, employers are  
13 required to indemnify employees for all expenses incurred in the course and scope of their  
14 employment. California Labor Code Section 2802 expressly states that "an employer shall  
15 indemnify his or her employee for all necessary expenditures or losses incurred by the employee in  
16 direct consequence of the discharge of his or her duties, or of his or her obedience to the directions  
17 of the employer, even though unlawful, unless the employee, at the time of obeying the directions,  
18 believed them to be unlawful."

19 26. In the course of their employment, DEFENDANTS required PLAINTIFF and other  
20 AGGRIEVED EMPLOYEES to incur personal expenses as a result of and in furtherance of their  
21 job duties for the use of their personal cell phones and maintenance of their work uniforms.  
22 Specifically, PLAINTIFF and other AGGRIEVED EMPLOYEES were required to use their own  
23 cell phones and maintain their work uniforms in order to perform work related tasks, including but  
24 not limited to, authorizing clocking in and out and servicing guests. However, DEFENDANTS  
25 unlawfully failed to reimburse PLAINTIFF and other AGGRIEVED EMPLOYEES for the  
26 personal expenses incurred for the use of their personal cell phones and maintenance of their work  
27 uniforms. As a result, in the course of their employment with DEFENDANTS, the PLAINTIFF and  
28 other AGGRIEVED EMPLOYEES incurred unreimbursed business expenses that included, but



1 were not limited to, costs related to the use of their personal cell phones, all on behalf of and for the  
2 benefit of DEFENDANTS.

3 **D. Wage Statement Violations**

4 27. California Labor Code Section 226 requires an employer to furnish its employees an  
5 accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours  
6 worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions,  
7 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the  
8 name of the employee and only the last four digits of the employee's social security number or an  
9 employee identification number other than a social security number, (8) the name and address of  
10 the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay  
11 period and the corresponding number of hours worked at each hourly rate by the employee.

12 28. From time to time during the PAGA PERIOD, when PLAINTIFF and other  
13 AGGRIEVED EMPLOYEES missed meal and rest breaks, or were paid inaccurately for missed  
14 meal and rest period premiums, or were not paid for all hours worked, DEFENDANTS also failed  
15 to provide PLAINTIFF and other AGGRIEVED EMPLOYEES with complete and accurate wage  
16 statements which failed to show, among other things, all deductions, the total hours worked and all  
17 applicable hourly rates in effect during the pay period, and the corresponding amount of time  
18 worked at each hourly rate, correct rates of pay for penalty payments or missed meal and rest  
19 periods.

20 29. In addition to the foregoing, DEFENDANTS, from time to time, failed to provide  
21 PLAINTIFF and the AGGRIEVED EMPLOYEES with wage statements that comply with  
22 California Labor Code Section 226(a)(1)-(9).

23 30. As a result, DEFENDANTS issued PLAINTIFF and AGGRIEVED EMPLOYEES  
24 with wage statements that violate California Labor Code Section 226. Further, DEFENDANTS'  
25 violations are knowing and intentional; they were not isolated due to an unintentional payroll error  
26 due to clerical or inadvertent mistake.

27  
28 ///

**E. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations**

31. During the PAGA PERIOD, from time to time DEFENDANTS failed and continue to fail to accurately pay PLAINTIFF and AGGRIEVED EMPLOYEES for all hours worked.

32. During the PAGA PERIOD, from time to time DEFENDANTS required PLAINTIFF and AGGRIEVED EMPLOYEES to perform pre-shift or post-shift work, including but not limited to, using their personal cell phone to clock in and out, donning and doffing required work uniforms and servicing guests while off the clock. This resulted in PLAINTIFF and AGGRIEVED EMPLOYEES having to work while off-the-clock.

33. DEFENDANTS directed and directly benefited from the undercompensated off-the-clock work performed by PLAINTIFF and the other AGGRIEVED EMPLOYEES.

34. DEFENDANTS controlled the work schedules, duties, protocols, applications, assignments, and employment conditions of PLAINTIFF and AGGRIEVED EMPLOYEES.

35. DEFENDANTS were able to track the amount of time PLAINTIFF and AGGRIEVED EMPLOYEES spent working; however, DEFENDANTS failed to document, track, or pay PLAINTIFF and AGGRIEVED EMPLOYEES all wages earned and owed for all the work they performed.

36. PLAINTIFF and AGGRIEVED EMPLOYEES were non-exempt employees, subject to the requirements of the California Labor Code.

37. DEFENDANTS' policies and practices deprived PLAINTIFF and the other AGGRIEVED EMPLOYEES of all minimum regular, overtime, and double time wages owed for the off-the-clock work activities. Because PLAINTIFF and AGGRIEVED EMPLOYEES typically worked over forty (40) hours in a workweek, and more than eight (8) hours per day, DEFENDANTS' policies and practices also deprived them of overtime pay.

38. DEFENDANTS knew or should have known that PLAINTIFF and AGGRIEVED EMPLOYEES' off-the-clock work was compensable under the law.

39. As a result, PLAINTIFF and AGGRIEVED EMPLOYEES forfeited wages due to them for all hours worked at DEFENDANTS' direction, control, and benefit for the time spent working while off-the-clock. DEFENDANTS' uniform policy and practice to not pay PLAINTIFF

1 and AGGRIEVED EMPLOYEES wages for all hours worked in accordance with applicable law is  
2 evidenced by DEFENDANTS' business records.

3 **F. Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums, and**  
4 **Redeemed Sick Pay**

5 40. From time to time during the PAGA PERIOD, DEFENDANTS failed and continues  
6 to fail to accurately calculate and pay PLAINTIFF and the other AGGRIEVED EMPLOYEES for  
7 their overtime and double time hours worked, meal and rest period premiums, and redeemed sick  
8 pay. As a result, PLAINTIFF and the other AGGRIEVED EMPLOYEES forfeited wages due to  
9 them for working overtime without compensation at the correct overtime and double time rates,  
10 meal and rest period premiums, and redeemed sick pay rates. DEFENDANTS' uniform policy and  
11 practice not to pay PLAINTIFF and the AGGRIEVED EMPLOYEES at the correct rate for all  
12 overtime and double time worked, meal and rest period premiums, and redeemed sick pay in  
13 accordance with applicable law is evidenced by DEFENDANTS' business records.

14 41. State law provides that employees must be paid overtime at one-and-one-half times  
15 their "regular rate of pay." (Cal. Lab. Code § 510.) PLAINTIFF and other AGGRIEVED  
16 EMPLOYEES were compensated at an hourly rate plus incentive pay that was tied to specific  
17 elements of an employee's performance.

18 42. The second component of PLAINTIFF'S and other AGGRIEVED EMPLOYEES'  
19 compensation was DEFENDANTS' non-discretionary incentive program that paid PLAINTIFF  
20 and other AGGRIEVED EMPLOYEES' incentive wages based on their performance for  
21 DEFENDANTS. The non-discretionary bonus program provided all employees paid on an hourly  
22 basis with bonus compensation when the employees met the various performance goals set by  
23 DEFENDANTS.

24 43. From time to time, when calculating the regular rate of pay, in those pay periods  
25 where PLAINTIFF and other AGGRIEVED EMPLOYEES worked overtime, double time, paid  
26 meal and rest period premium payments, and/or redeemed sick pay, and earned non-discretionary  
27 bonus, DEFENDANTS failed to accurately include the non-discretionary bonus compensation as  
28 part of the employees' "regular rate of pay" and/or calculated all hours worked rather than just all

1 non-overtime hours worked. Management and supervisors described the incentive/bonus program  
2 to potential and new employees as part of the compensation package. As a matter of law, the  
3 incentive compensation received by PLAINTIFF and other AGGRIEVED EMPLOYEES must be  
4 included in the “regular rate of pay.” The failure to do so has resulted in a systematic underpayment  
5 of overtime and double time compensation, meal and rest period premiums, and redeemed sick pay  
6 to PLAINTIFF and other AGGRIEVED EMPLOYEES by DEFENDANTS. Specifically,  
7 California Labor Code Section 246 mandates that paid sick time for non-exempt employees shall  
8 be calculated in the same manner as the regular rate of pay for the workweek in which the non-  
9 exempt employee uses paid sick time, whether or not the employee actually works overtime in that  
10 workweek. DEFENDANTS’ conduct, as articulated herein, by failing to include the incentive  
11 compensation as part of the “regular rate of pay” for purposes of sick pay compensation was in  
12 violation of California Labor Code Section 246 the underpayment of which is recoverable under  
13 California Labor Code Sections 201, 202, 203 and/or 204.

14 44. In violation of the applicable sections of the California Labor Code and the  
15 requirements of the IWC Wage Order, DEFENDANTS as a matter of company policy, practice,  
16 and procedure, intentionally and knowingly failed to compensate PLAINTIFF and AGGRIEVED  
17 EMPLOYEES at the correct rate of pay for all overtime and double time worked, meal and rest  
18 period premiums, and sick pay. This uniform policy and practice of DEFENDANTS is intended to  
19 purposefully avoid the payment of the correct overtime and double time compensation, meal and  
20 rest period premiums, and sick pay as required by California law which allowed DEFENDANTS  
21 to illegally profit and gain an unfair advantage over competitors who complied with the law. To  
22 the extent equitable tolling operates to toll claims by the AGGRIEVED EMPLOYEES against  
23 DEFENDANTS, the PAGA PERIOD should be adjusted accordingly.

24 **G. Sick Pay Violations**

25 45. California Labor Code Section 246 (a)(1) mandates that “An employee who, on or  
26 after July 1, 2015, works in California for the same employer for 30 or more days within a year  
27 from the commencement of employment is entitled to paid sick days as specified in this section.”  
28 Further, California Labor Code Sections 246(b)-(d) provide for the sick day accrual requirements.

1 From time to time, DEFENDANTS failed to have a policy or practice in place that provided  
2 PLAINTIFF and AGGRIEVED EMPLOYEES with sick days and/or paid sick leave. As of January  
3 1, 2024, DEFENDANTS failed to adhere to the law in that they failed to provide and allow  
4 employees to use at least forty hours or five days of paid sick leave per year.

5 46. California Labor Code Section 246(i) requires an employer to furnish its employees  
6 with written wage statements setting forth the amount of paid sick leave available. From time to  
7 time, DEFENDANTS violated California Labor Code Section 246 by failing to furnish PLAINTIFF  
8 and AGGRIEVED EMPLOYEES with wage statements setting forth the amount of paid sick leave  
9 available.

#### 10 **H. Violations for Untimely Payment of Wages**

11 47. Pursuant to California Labor Code section 204, PLAINTIFF and the AGGRIEVED  
12 EMPLOYEES were entitled to timely payment of wages during their employment. PLAINTIFF  
13 and the AGGRIEVED EMPLOYEES, from time to time, did not receive payment of all wages,  
14 including, but not limited to, overtime wages, minimum wages, meal period premium wages, and  
15 rest period premium wages within the permissible time period.

16 48. Pursuant to California Labor Code Section 201, "If an employer discharges an  
17 employee, the wages earned and unpaid at the time of discharge are due and payable immediately."  
18 Pursuant to California Labor Code Section 202, if an employee quits his or her employment, "his  
19 or her wages shall become due and payable not later than 72 hours thereafter, unless the employee  
20 has given 72 hours previous notice of his or her intention to quit, in which case the employee is  
21 entitled to his or her wages at the time of quitting." PLAINTIFF and the AGGRIEVED  
22 EMPLOYEES were, from time to time, not timely provided the wages earned and unpaid at the  
23 time of their discharge and/or at the time of quitting, in violation of California Labor Code Sections  
24 201 and 202. Further, DEFENDANTS' violations are willful and intentional; they were not isolated  
25 due to an unintentional payroll error due to clerical or inadvertent mistake.

26 49. As such, PLAINTIFF demands up to thirty days of pay as penalty for not timely  
27 paying all wages due at time of termination for all AGGRIEVED EMPLOYEES whose  
28 employment ended during the PAGA PERIOD.

1     **I. Unlawful Deductions**

2             50. DEFENDANTS, from time to time unlawfully deducted wages from PLAINTIFF  
3 and AGGRIEVED EMPLOYEES' pay without explanations and without authorization to do so or  
4 notice to PLAINTIFF and the AGGRIEVED EMPLOYEES. As a result, DEFENDANTS violated  
5 Labor Code Section 221.

6     **J. Unlawful Rounding Practices**

7             51. During the PAGA PERIOD, DEFENDANTS did not have in place an immutable  
8 timekeeping system to accurately record and pay PLAINTIFF and other AGGRIEVED  
9 EMPLOYEES for the actual time these employees worked each day, including overtime hours.  
10 Specifically, DEFENDANTS had in place an unlawful rounding policy and practice that resulted  
11 in PLAINTIFF and AGGRIEVED EMPLOYEES being undercompensated for all of their time  
12 worked. As a result, DEFENDANTS were able to and did in fact unlawfully, and unilaterally round  
13 the time recorded in DEFENDANTS' timekeeping system for PLAINTIFF and AGGRIEVED  
14 EMPLOYEES in order to avoid paying these employees for all their time worked, including the  
15 applicable overtime compensation for overtime worked. As a result, PLAINTIFF and other  
16 AGGRIEVED EMPLOYEES, from time to time, forfeited compensation for their time worked by  
17 working without their time being accurately recorded and without compensation at the applicable  
18 overtime rates.

19             52. Further, the mutability of DEFENDANTS' timekeeping system and unlawful  
20 rounding policy and practice resulted in PLAINTIFF and AGGRIEVED EMPLOYEES' time being  
21 inaccurately recorded. As a result, from time to time, DEFENDANTS' unlawful rounding policy  
22 and practice caused PLAINTIFF and AGGRIEVED EMPLOYEES to perform work as ordered by  
23 DEFENDANTS for more than five (5) hours during a shift without receiving an off-duty meal  
24 break.

25     **K. Timekeeping Manipulation**

26             53. During the PAGA PERIOD, DEFENDANTS, from time to time, did not have an  
27 immutable timekeeping system to accurately record and pay PLAINTIFF and AGGRIEVED  
28 EMPLOYEES for the actual time PLAINTIFF and AGGRIEVED EMPLOYEES worked each day,

1 including regular time, overtime hours, sick pay, meal and rest breaks. As a result, DEFENDANTS  
2 was able to and did in fact, unlawfully, and unilaterally alter the time recorded in DEFENDANTS'  
3 timekeeping system for PLAINTIFF and AGGRIEVED EMPLOYEES in order to avoid paying  
4 these employees for all hours worked, applicable overtime compensation, applicable sick pay,  
5 missed meal breaks and missed rest break.

6 54. As a result, PLAINTIFF and AGGRIEVED EMPLOYEES, from time to time,  
7 forfeited time worked by working without their time being accurately recorded and without  
8 compensation at the applicable pay rates.

9 55. The mutability of the timekeeping system also allowed DEFENDANTS to alter  
10 employee time records by recording fictitious thirty (30) minute meal breaks in DEFENDANTS'  
11 timekeeping system so as to create the appearance that PLAINTIFF and AGGRIEVED  
12 EMPLOYEES clocked out for thirty (30) minute meal breaks when in fact the employees were not  
13 at all times provided an off-duty meal break. This practice is a direct result of DEFENDANTS'  
14 uniform policy and practice of denying employees uninterrupted thirty (30) minute off-duty meal  
15 breaks each day or otherwise compensating them for missed meal breaks.

16 56. As a result, PLAINTIFF and AGGRIEVED EMPLOYEES forfeited wages due to  
17 them for all hours worked at DEFENDANTS' direction, control and benefit for the time the  
18 timekeeping system was inoperable. DEFENDANTS' uniform policy and practice to not pay  
19 PLAINTIFF and AGGRIEVED EMPLOYEES wages for all hours worked in accordance with  
20 applicable law is evidenced by DEFENDANTS' business records.

21 **L. Suitable Seating Violations**

22 57. PLAINTIFF further alleges that the counters in DEFENDANTS' workplace  
23 provide ample space at work stations to allow for the presence and use of a stool or seat by  
24 DEFENDANTS' employees during the performance of their work duties. DEFENDANTS'  
25 employees' working at DEFENDANTS' facilities spend a very substantial portion, and, in many  
26 workdays, the vast majority of their working time with DEFENDANTS' customers. The nature  
27 of the position can reasonably be accomplished while using a seat/stool.

28 ///

1           58. In violation of the applicable sections of the California Labor Code and the  
2 requirements of the applicable Industrial Welfare Commission ("IWC") Wage Order,  
3 DEFENDANT as a matter of company policy, practice and procedure, intentionally, knowingly  
4 and systematically failed to provide PLAINTIFF and the other AGGRIEVED EMPLOYEES  
5 suitable seating when the nature of these employees' work reasonably permitted sitting.

6           59. DEFENDANTS knew or should have known that PLAINTIFF and other  
7 AGGRIEVED EMPLOYEES were entitled to suitable seating and/or were entitled to sit when it  
8 did not interfere with the performance of their duties, and that DEFENDANTS did not provide  
9 suitable seating and/or did not allow them to sit when it did not interfere with the performance of  
10 their duties. By reason of this conduct applicable to PLAINTIFF and all AGGRIEVED  
11 EMPLOYEES, DEFENDANTS violated California Labor Code Section 1198 and Wage Order  
12 4-2001, Section 14 by failing to provide suitable seats.

13           60. Specifically, as to PLAINTIFF, PLAINTIFF was from time to time unable to take  
14 off-duty meal and rest breaks and was not fully relieved of duty for PLAINTIFF'S rest and meal  
15 periods. PLAINTIFF was required to perform work as ordered by DEFENDANTS for more than  
16 five (5) hours during a shift without receiving an off-duty meal break. Further, DEFENDANTS  
17 failed to provide PLAINTIFF with a second off-duty meal period each workday in which  
18 DEFENDANTS required PLAINTIFF to work ten (10) hours of work. When DEFENDANTS  
19 provided PLAINTIFF with a rest break, they required PLAINTIFF to remain on premises, on-duty  
20 and on-call for the rest break. DEFENDANTS' policy caused PLAINTIFF to remain on-call and  
21 on-duty during what was supposed to be PLAINTIFF'S off-duty meal periods. PLAINTIFF  
22 therefore forfeited meal and rest breaks without additional compensation and in accordance with  
23 DEFENDANTS' strict corporate policy and practice. Moreover, DEFENDANTS also provided  
24 PLAINTIFF with paystubs that failed to comply with California Labor Code Section 226. Further,  
25 DEFENDANTS also failed to reimburse PLAINTIFF for required business expenses related to the  
26 personal expenses incurred for the use of PLAINTIFF'S personal cell phone and maintenance of  
27 their work uniforms, on behalf of and in furtherance of PLAINTIFF'S employment with  
28 DEFENDANTS. To date, DEFENDANTS have not fully paid PLAINTIFF the minimum, overtime



1 and double time compensation still owed to PLAINTIFF or any penalty wages owed to PLAINTIFF  
2 under California Labor Code Section 203. The amount in controversy for PLAINTIFF individually  
3 does not exceed the sum or value of \$75,000.

4 **FIRST CAUSE OF ACTION**

5 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

6 **(Cal. Lab. Code §§2698 *et seq.*)**

7 **(Alleged by PLAINTIFF against all DEFENDANTS)**

8 61. PLAINTIFF realleges and incorporates by this reference, as though fully set forth  
9 herein, the prior paragraphs of this Complaint.

10 62. PAGA is a mechanism by which the State of California itself can enforce state labor  
11 laws through the employee suing under the PAGA who do so as the proxy or agent of the state's  
12 labor law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally  
13 a law enforcement action designed to protect the public and not to benefit private parties. The  
14 purpose of the PAGA is not to recover damages or restitution, but to create a means of "deputizing"  
15 citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California  
16 Legislature specified that "it was ... in the public interest to allow aggrieved employees, acting as  
17 private attorneys general to recover civil penalties for Labor Code violations ..." (Stats. 2003, ch.  
18 906, § 1.) Accordingly, PAGA claims cannot be subject to arbitration.

19 63. At all relevant times, for the reasons described herein and others, PLAINTIFF and  
20 the AGGRIEVED EMPLOYEES were aggrieved employees of DEFENDANTS within the  
21 meaning of Labor Code Section 2699(c).

22 64. Labor Code Sections 2699(a) and (k) authorize an AGGRIEVED EMPLOYEE, like  
23 PLAINTIFF, on behalf of PLAINTIFF and other current or former employees, to bring a civil  
24 action to recover civil penalties pursuant to the procedures specified in Labor Code Section 2699.3

25 65. PLAINTIFF complied with the procedures for bringing suit specified in Labor Code  
26 Section 2699.3. By certified letter, return receipt requested, dated March 28, 2025, PLAINTIFF  
27 gave written notice to the Labor and Workforce Development Agency ("LWDA") and to  
28

1 DEFENDANTS of the specific provisions of the Labor Code alleged to have been violated,  
2 including the facts and theories to support the alleged violations. (See **Exhibit #1.**)

3 66. As of the date of this complaint, more than sixty-five (65) days after serving the  
4 LWDA with notice of DEFENDANTS' violations, the LWDA has not provided any notice by  
5 certified mail of its intent to investigate the DEFENDANTS' alleged violations as mandated by  
6 Labor Code Section 2699.3(a)(2)(A). Accordingly, pursuant to Labor Code Section  
7 2699.3(a)(2)(A), PLAINTIFF may commence and is authorized to pursue this cause of action.

8 67. Pursuant to Labor Code Sections 2699(a) and (f), PLAINTIFF and the  
9 AGGRIEVED EMPLOYEES are entitled to civil penalties for DEFENDANTS' violations of  
10 Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7,  
11 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, 2804  
12 and California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating) in the  
13 following amounts:

14 a. For violation of Labor Code Sections 201, 202, 203, and 204, up to (\$200)  
15 per AGGRIEVED EMPLOYEE per pay period [penalty per Labor Code  
16 Section 2699(f)];

17 b. For violations of Labor Code Section 226(a), a civil penalty in the amount  
18 of two hundred fifty dollars (\$250) for each AGGRIEVED EMPLOYEE for  
19 any initial violation and one thousand dollars for each subsequent violation  
20 [penalty per Labor Code Section 226.3];

21 c. For violations of Labor Code Sections 204, a civil penalty in the amount of  
22 one hundred dollars (\$100) for each AGGRIEVED EMPLOYEE for any initial  
23 violation and two hundred dollars (\$200) for AGGRIEVED EMPLOYEE for  
24 each subsequent violation [penalty per Labor Code Section 210];

25 d. For violations of Labor Code Sections 226.7, 510 and 512, a civil penalty  
26 in the amount of fifty dollars (\$50) for each underpaid AGGRIEVED  
27 EMPLOYEE for the initial violation and one hundred dollars (\$100) for each  
28 underpaid AGGRIEVED EMPLOYEE for each subsequent violation [penalty

per Labor Code Section 558];

e. For violations of Labor Code Section 1174(d), a civil penalty in the amount of five hundred (\$500) dollars for each AGGRIEVED EMPLOYEE [penalty per Labor Code Section 1174.5].

f. For violations of Labor Code Sections 1194, 1194.2, 1197, 1198 and 1199, a civil penalty in the amount of one hundred dollars (\$100) for each AGGRIEVED EMPLOYEE per pay period for the initial violation and two hundred dollars fifty (\$250) for each AGGRIEVED EMPLOYEE per pay period for each subsequent violation [penalty per Labor Code Section 1197.1].

68. For all provisions of the Labor Code for which civil penalty is not specifically provided, Labor Code Section 2699(f) imposes upon DEFENDANTS a penalty of up to two hundred dollars (\$200) for each AGGRIEVED EMPLOYEE per pay period. PLAINTIFF and the AGGRIEVED EMPLOYEES are entitled to an award of reasonable attorney's fees and costs in connection with their claims for civil penalties pursuant to Labor Code Section 2699(k)(1).

**PRAYER FOR RELIEF**

WHEREFORE, PLAINTIFF prays for judgment against DEFENDANTS as follows:

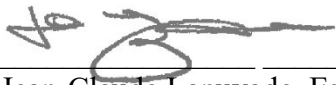
1. For reasonable attorney's fees and costs of suit to the extent permitted by law, including pursuant to Labor Code Section 2699, *et seq.*;

2. For civil penalties to the extent permitted by law pursuant to the Labor Code under the Private Attorneys General Act; and

3. For such other relief as the Court deems just and proper.

DATED: June 2, 2025

**JCL LAW FIRM, APC**

By:   
Jean-Claude Lapuyade, Esq.  
Attorney for PLAINTIFF

# **EXHIBIT 1**

---

**March 28, 2025**

**Via Online Filing to LWDA and Certified Mail to Defendants**  
**Labor and Workforce Development Agency**  
Online Filing

**MARRIOTT INTERNATIONAL, INC.**

c/o CSC- Lawyers Incorporating Services  
2710 Gateway Oaks Drive, Suite 150N  
Sacramento, CA 95833

***Sent via Certified Mail and Return Receipt No. 9589 0710 5270 2308 6656 12***

**MARRIOTT HOTEL SERVICES, INC.**

c/o C T Corporation System  
330 N Brand Blvd, Suite 700  
Glendale, CA 91203

***Sent via Certified Mail and Return Receipt No. 9589 0710 5270 2308 6656 36***

**Re: Notice of Violations of California Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, 2804, Title 8, Section 1 1070(14) (Failure to Provide Seating) and Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant to California Labor Code Section 2699.5**

Dear Sir/Madam:

This notice is being sent in compliance with California Labor Code Section 2699.3. Our offices represent Plaintiff DARNELL CONERLY ("Plaintiff") and other aggrieved employees. Plaintiff was employed by Defendant MARRIOTT INTERNATIONAL, INC. ("Defendant Marriott International") and Defendant MARRIOTT HOTEL SERVICES, INC. ("Defendant Marriott Hotel") (hereinafter, collectively, "Defendants") in California from December 2021 through February 2023 and again from November 2024 to January 2025 as a non-exempt employee, paid on an hourly basis, and entitled to payment of all wages and the legally required meal and rest breaks.

Plaintiff alleges that within the past year, Plaintiff personally suffered violations of the following Labor Code Sections as a result of Defendants' failure to pay Plaintiff for all time worked, provide Plaintiff with compliant meal periods, provide Plaintiff with compliant rest periods, provide Plaintiff with accurate itemized wage statements that facially comply with the requirements provided for in Labor Code Section 226, furnish wages to Plaintiff with the frequency as set forth under Labor Code Section 204, and reimburse Plaintiff for necessary business expenses pursuant to Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, 2804, and Title 8, Section 1 1070(14) (Failure to Provide Seating). These violations are

actionable under California Labor Code Section 2699.3.

The information below provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. If the agency needs any further information, please do not hesitate to ask.

**Plaintiff seeks to represent a group of aggrieved employees defined as any person currently or formerly employed by Defendant Marriott International and/or Defendant Marriott Hotel who performed work at the Oakland Marriott City Center location in California and against whom one or more of the alleged violations listed above were committed during the relevant claim period ("Aggrieved Employees"). Plaintiff believes this group to be comprised of all current and former non-exempt employees who performed work for Defendant Marriott International and/or Defendant Marriott Hotel who performed work at the Oakland Marriott City Center location in California during the period beginning one year prior to the date of this Notice and continuing through the present.**

In violation of the applicable sections of the California Labor Code and the requirements of the Industrial Welfare Commission ("IWC") Wage Order, Defendants as a matter of company policy, practice, and procedure, intentionally, knowingly, and systematically failed to provide legally compliant meal and rest periods, failed to accurately compensate Plaintiff and other Aggrieved Employees for missed meal and rest periods, failed to pay Plaintiff and other Aggrieved Employees for all time worked, failed to compensate Plaintiff and other Aggrieved Employees for off-the-clock work, failed to pay Plaintiff and other Aggrieved Employees overtime at the correct regular rate of pay, failed to compensate Plaintiff and other Aggrieved Employees meal and rest premiums at the regular rate of pay, failed to pay Plaintiff and other Aggrieved Employees redeemed sick pay at the regular rate of pay, failed to reimburse Plaintiff and other Aggrieved Employees for business expenses, and failed to issue to Plaintiff and other Aggrieved Employees accurate itemized wage statements showing, among other things, all applicable hourly rates in effect during the pay periods and the corresponding amount of time worked at each hourly rate. Defendants' uniform policies and practices are intended to purposefully avoid the accurate and full payment for all time worked as required by California law which allows Defendants to illegally profit and gain an unfair advantage over competitors who comply with the law.

**Meal Period Violations:** Pursuant to the Industrial Welfare Commission Wage Orders, Defendants were required to pay Plaintiff and the Aggrieved Employees for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. From time to time during the last year, Defendants required Plaintiff and other Aggrieved Employees to work without paying them for all the time they were under Defendants' control. Specifically, Defendants required Plaintiff to work while clocked out during what was supposed to be Plaintiff's off-duty meal break. Indeed, there were many days where Plaintiff did not even receive a partial lunch. As a result, Plaintiff and other Aggrieved Employees forfeited minimum wage and overtime compensation by regularly working without their time being accurately recorded and without compensation at the applicable minimum wage and overtime rates. Defendants' uniform policy and practice not to pay Plaintiff and other Aggrieved Employees for all time worked is evidenced by Defendants' business records.

During the last year, as a result of their rigorous work schedules and Defendants' inadequate staffing practices, Plaintiff and other Aggrieved Employees were from time to time unable to take

thirty (30) minute off duty meal breaks and were not fully relieved of duty for their meal periods. Plaintiff and other Aggrieved Employees were required to perform work as ordered by Defendants for more than five (5) hours during some shifts without receiving a meal break. Further, Defendants failed to provide Plaintiff and other Aggrieved Employees with a second off-duty meal period for some workdays in which these employees were required by Defendants to work ten (10) hours of work. The nature of the work performed by Plaintiff and other Aggrieved Employees does not qualify for the limited and narrowly construed "on-duty" meal period exception. When they were provided with meal periods, Plaintiff and other Aggrieved Employees were, from time to time, required to remain on duty and on call. Defendants' failure to provide Plaintiff and other Aggrieved Employees with legally required meal breaks is evidenced by Defendants' business records. As a result of their rigorous work schedules and Defendants' inadequate staffing, Plaintiff and other Aggrieved Employees therefore forfeited meal breaks without additional compensation and in accordance with Defendants' strict corporate policy and practice.

**Rest Period Violations:** From time to time during the past year, Plaintiff and other Aggrieved Employees were also required to work in excess of four (4) hours without being provided ten (10) minute rest periods as a result of their rigorous work requirements and Defendants' inadequate staffing. Further, for the same reasons, these employees were from time to time denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, from time to time denied a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and from time to time denied a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more. When they were provided with rest breaks, Plaintiff and other Aggrieved Employees were, from time to time, required to remain on premises, on duty and/or on call, and not fully relieved of all duties. Plaintiff and other Aggrieved Employees were also not provided with one-hour wages in lieu thereof. As a result of their rigorous work schedules and Defendants' inadequate staffing, Plaintiff and other Aggrieved Employees were from time to time denied their proper rest periods by Defendants and Defendants' managers. Specifically, as to Plaintiff, Plaintiff was unable to take off duty rest breaks due to Defendants single staffing. Even though Plaintiff suffered, Plaintiff was not paid any rest break premiums as evidence by the wage statement attached further within this letter.

**Unreimbursed Business Expenses:** Defendants as a matter of corporate policy, practice, and procedure, intentionally, knowingly, and systematically failed to reimburse and indemnify the Plaintiff and other Aggrieved Employees for required business expenses incurred by the Plaintiff and other Aggrieved Employees in direct consequence of discharging their duties on behalf of Defendants. Under California Labor Code Section 2802, employers are required to indemnify employees for all expenses incurred in the course and scope of their employment. California Labor Code Section 2802 expressly states that "an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful."

Within the last year, in the course of their employment, Defendants required Plaintiff and other Aggrieved Employees to incur personal expenses as a result of and in furtherance of their job duties for the use of their personal cell phones and maintenance of their work uniforms. Specifically, Plaintiff and other Aggrieved Employees were required to incur personal expenses for the use of their personal cell phones and maintenance of their work uniforms in order to perform

work related tasks. However, Defendants unlawfully failed to reimburse Plaintiff and other Aggrieved Employees for the personal expenses incurred for the use of their personal cell phones and maintenance of their work uniforms. As a result, in the course of their employment with Defendants, the Plaintiff and other Aggrieved Employees incurred unreimbursed business expenses that included, but were not limited to, costs related to the personal expenses incurred for the use of their personal cell phones and maintenance of their work uniforms, all on behalf of and for the benefit of Defendants. For example, during each pay period Defendants required Plaintiff to use Plaintiff's personal cell phone to authorize his account to clock in an out multiple times during each shift. Further, Plaintiff was forced to maintain his work uniform in order to meet the strict requirements of Defendants. However, as evidenced by the example below, Defendants failed to reimburse Plaintiff for the use of Plaintiff's personal cell phone and maintenance of their work uniforms.



Page 1 of 1

MICHAEL CONERLY

|                                                                                        |                                                                                             |                                                                                                                                                                                      |
|----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Payroll Inquiries</b><br>1965 Hawks Landing<br>Louisville, TN 37777<br>703-466-7493 | <b>Assignment Number</b><br>E1780564-9<br><b>Department</b><br>33806 0011 WD - Front Office | <b>Person Number</b><br>HCE<br><b>Work Location</b><br>Oakland Marriott City Center                                                                                                  |
| <b>Employee Information</b><br><br>MICHAEL CONERLY                                     |                                                                                             | <b>Job Title</b><br>Clerk-Front Desk<br><b>Employer Name</b><br>Marriott International, Inc.<br>52-2055918<br><b>Employer Address</b><br>7750 Wisconsin Avenue<br>Bethesda, MD 20814 |

| Period Type | Period Start Date | Period End Date | Payment Date |
|-------------|-------------------|-----------------|--------------|
| Weekly      | 01-25-2025        | 01-31-2025      | 02-03-2025   |

| Additional Pay Information         |  |  |  |
|------------------------------------|--|--|--|
| Week 1 Regular Rate of Pay: 24.180 |  |  |  |

| Tax Withholding Information |                                            |                        |            |                   |
|-----------------------------|--------------------------------------------|------------------------|------------|-------------------|
| Type                        | Marital Status                             | Total Dependent Amount | Exemptions | Additional Amount |
| CA                          | Single or married with two or more incomes |                        | 000        | \$0.00            |
| FEDERAL_2020                | Single or Married filing separately        | \$0.00                 |            | \$0.00            |

| Summary    |            |                   |                |                  |            |               |            |
|------------|------------|-------------------|----------------|------------------|------------|---------------|------------|
|            | Gross Pay  | Pretax Deductions | Tax Deductions | Other Deductions | Net Pay    | Federal Wages | FICA Wages |
| Current    | \$521.57   | \$0.00            | \$76.41        | \$0.00           | \$445.16   | \$521.57      | \$521.57   |
| YTD Totals | \$5,228.32 | \$0.00            | \$992.55       | \$59.60          | \$4,176.17 | \$5,228.32    | \$5,228.32 |

| Earnings                              |            |            |          |                                          |        |          |          |
|---------------------------------------|------------|------------|----------|------------------------------------------|--------|----------|----------|
| Description                           | Start Date | End Date   | Quantity | Type                                     | Rate   | Multiple | Current  |
| Regular Hours                         | 01-25-2025 | 01-31-2025 | 17.27    | Hours                                    | 24.180 | 1.00     | \$417.59 |
| OT Straight Time                      | 01-25-2025 | 01-31-2025 | 0.20     | Hours                                    | 24.180 | 1.00     | \$4.84   |
| OT Prem 0.5                           | 01-25-2025 | 01-31-2025 | 0.20     | Hours                                    | 24.180 | 0.50     | \$2.42   |
| CA Reporting Pay                      | 01-25-2025 | 01-31-2025 | 4.00     | Hours                                    | 24.180 | 1.00     | \$96.72  |
| <b>Total Hours Worked This Period</b> |            |            | 17.47    | <b>Current Pay Period Gross Earnings</b> |        |          | \$521.56 |

| Year to Date Earnings |            |
|-----------------------|------------|
| Description           | YTD Totals |
| Regular Hours         | \$4,671.67 |
| Holiday               | \$193.44   |
| OT Straight Time      | \$190.76   |
| CA Reporting Pay      | \$96.72    |
| OT Prem 0.5           | \$66.14    |
| Front Desk Upsell     | \$45.00    |
| Meal Break Penalty    | \$24.59    |

| Tax Deductions                    |         |              |
|-----------------------------------|---------|--------------|
| Description                       | Current | Year to Date |
| FIT Withheld                      | \$23.39 | \$392.19     |
| Medicare Employee Withheld        | \$7.56  | \$75.81      |
| Social Security Employee Withheld | \$32.34 | \$324.16     |
| SIT Withheld (CA)                 | \$6.86  | \$137.65     |
| SDI Employee Withheld (CA)        | \$6.26  | \$62.74      |

| Other Deductions         |         |              |
|--------------------------|---------|--------------|
| Description              | Current | Year to Date |
| Union Dues - Flat Amount | \$0.00  | \$59.60      |

| Memo - Arrears & Imputed Income |        |
|---------------------------------|--------|
| Description                     | Amount |
| Vision BT Arrears               | \$1.44 |

Wage Statement Violations: California Labor Code Section 226 requires an employer to furnish its employees and accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of the employee's social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. From time to time during the last year, when Plaintiff and other Aggrieved Employees missed meal and rest breaks, or were paid inaccurately for missed meal and rest period premiums,



or were not paid for all hours worked, Defendants also failed to provide Plaintiff and other Aggrieved Employees with complete and accurate wage statements which failed to show, among other things, all deductions, the total hours worked and all applicable hourly rates in effect during the pay period, and the corresponding amount of time worked at each hourly rate, correct rates of pay for penalty payments or missed meal and rest periods. Defendants also failed to provide Plaintiff and other Aggrieved Employees with complete and accurate wage statements that included all required elements listed above.

As a result, Defendants issued Plaintiff and other Aggrieved Employees with wage statements that violate California Labor Code Section 226. Further, Defendants' violations are knowing and intentional; they were not isolated due to an unintentional payroll error due to clerical or inadvertent mistake.

**Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations:** During the last year, from time-to-time, Defendants failed and continue to fail to accurately pay Plaintiff and other Aggrieved Employees for all hours worked. During the last year, from time-to-time Defendants required Plaintiff and other Aggrieved Employees to perform pre-shift or post-shift work, including but not limited to, using their personal cell phone to clock in and out, donning and doffing required work uniforms and servicing guests while off the clock. This resulted in Plaintiff and other Aggrieved Employees having to work while off-the-clock. Defendants directly benefited from the undercompensated off-the-clock work performed by Plaintiff and other Aggrieved Employees. Defendants controlled the work schedules, duties, and protocols, applications, assignments, and employment conditions of Plaintiff and other Aggrieved Employees.

Defendants were able to track the amount of time Plaintiff and other Aggrieved Employees spent working; however, Defendants failed to document, track, or pay Plaintiff and other Aggrieved Employees all wages earned and owed for all the work they performed. Plaintiff and other Aggrieved Employees were non-exempt employees, subject to the requirements of the California Labor Code. Defendants' policies and practices deprived Plaintiff and other Aggrieved Employees of all minimum regular, overtime, and double time wages owed for the off-the-clock work activities. Because Plaintiff and other Aggrieved Employees typically worked over forty (40) hours in a workweek, and more than eight (8) hours per day, Defendants' policies and practices also deprived them of overtime pay.

Defendants knew or should have known that Plaintiff's and other Aggrieved Employees' off-the-clock work was compensable under the law. As a result, Plaintiff and other Aggrieved Employees forfeited wages due to them for all hours worked at Defendants' direction, control, and benefit for the time spent working while off-the-clock, including but not limited to, undergoing pre-shift and post-shift work. Defendants' uniform policy and practice to not pay Plaintiff and other Aggrieved Employees wages for all hours worked in accordance with applicable law is evidenced by Defendants' business records.

**Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums, and Redeemed Sick Pay:** From time to time during the last year, Defendants failed and continue to fail to accurately calculate and pay Plaintiff and other Aggrieved Employees for their overtime and double time hours worked, meal and rest period premiums, and redeemed sick pay. As a result, Plaintiff and other Aggrieved Employees forfeited wages due to them for working overtime without compensation at the correct overtime and double time rates, meal and rest period

premiums, and redeemed sick pay rates. Defendants' uniform policy and practice not to pay Plaintiff and other Aggrieved Employees at the correct rate for all overtime and double time worked, meal and rest period premiums, and sick pay in accordance with applicable law is evidenced by Defendants' business records.

State law provides that employees must be paid overtime at one-and-one-half times their "regular rate of pay." Plaintiff and other Aggrieved Employees were compensated at an hourly rate plus incentive pay that was tied to specific elements of an employee's performance. The second component of Plaintiff's and other Aggrieved Employees' compensation was Defendants' non-discretionary incentive program that paid Plaintiff and other Aggrieved Employees incentive wages based on their performance for Defendants. The non-discretionary bonus program provided all employees paid on an hourly basis with bonus compensation when the employees met the various performance goals set by Defendants. However, from time to time, when calculating the regular rate of pay in those pay periods where Plaintiff and other Aggrieved Employees worked overtime, double time, paid meal and rest period premium payments, and/or redeemed sick pay, and earned non-discretionary bonuses, Defendants failed to accurately include the non-discretionary bonus compensation as part of the employee's "regular rate of pay" and/or calculated all hours worked rather than just all non-overtime hours worked. Management and supervisors described the incentive/bonus program to potential and new employees as part of the compensation package. As a matter of law, the incentive compensation received by Plaintiff and other Aggrieved Employees must be included in the "regular rate of pay." The failure to do so has resulted in a systematic underpayment of overtime and double time compensation, meal and rest period premium payments, and redeemed sick pay to Plaintiff and other Aggrieved Employees by Defendants.

Specifically, California Labor Code Section 246 mandates that paid sick time for non-exempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the non-exempt employee uses paid sick time, whether or not the employee actually works overtime in that workweek. Defendants' conduct, as articulated herein, by failing to include the incentive compensation as part of the "regular rate of pay" for purposes of sick pay compensation was in violation of California Labor Code Section 246 the underpayment of which is recoverable under California Labor Code Sections 201, 202, 203, and/or 204.

In violation of the applicable sections of the California Labor Code and the requirements of the Industrial Welfare Commission ("IWC") Wage Order, Defendants as a matter of company policy, practice, and procedure, intentionally and knowingly failed to compensate Plaintiff and other Aggrieved Employees at the correct rate of pay for all overtime and double time worked, meal and rest period premiums, and redeemed sick pay as required by California law which allowed Defendants to illegally profit and gain an unfair advantage over competitors who complied with the law.



Page 1 of 1

MICHAEL CONERLY

|                                                            |                          |                                             |            |
|------------------------------------------------------------|--------------------------|---------------------------------------------|------------|
| <b>Payroll Inquiries</b>                                   | <b>Assignment Number</b> | <b>Person Number</b>                        | <b>HCE</b> |
| 1965 Hawks Landing<br>Louisville, TN 37777<br>703-466-7493 | E1780564-9               |                                             | No         |
| <b>Department</b>                                          |                          | <b>Work Location</b>                        |            |
| 33806 0011 WD - Front Office                               |                          | Oakland Marriott City Center                |            |
| <b>Employee Information</b>                                |                          |                                             |            |
| <b>Job Title</b>                                           |                          | <b>Employer Name</b>                        |            |
| Clerk-Front Desk                                           |                          | Marriott International, Inc.                |            |
| <b>Employer Name</b>                                       |                          | 52-2055918                                  |            |
| <b>Employer Address</b>                                    |                          | 7750 Wisconsin Avenue<br>Bethesda, MD 20814 |            |

| Period Type | Period Start Date | Period End Date | Payment Date |
|-------------|-------------------|-----------------|--------------|
| Weekly      | 01-25-2025        | 01-31-2025      | 02-03-2025   |

| Additional Pay Information         |  |  |  |
|------------------------------------|--|--|--|
| Week 1 Regular Rate of Pay: 24.180 |  |  |  |

| Tax Withholding Information |                                            |                        |            |                   |
|-----------------------------|--------------------------------------------|------------------------|------------|-------------------|
| Type                        | Marital Status                             | Total Dependent Amount | Exemptions | Additional Amount |
| CA                          | Single or married with two or more incomes |                        | 000        | \$0.00            |
| FEDERAL_2020                | Single or Married filing separately        | \$0.00                 |            | \$0.00            |

| Summary    |            |                   |                |                  |            |               |            |
|------------|------------|-------------------|----------------|------------------|------------|---------------|------------|
|            | Gross Pay  | Pretax Deductions | Tax Deductions | Other Deductions | Net Pay    | Federal Wages | FICA Wages |
| Current    | \$521.57   | \$0.00            | \$76.41        | \$0.00           | \$445.16   | \$521.57      | \$521.57   |
| YTD Totals | \$5,228.32 | \$0.00            | \$992.55       | \$59.60          | \$4,176.17 | \$5,228.32    | \$5,228.32 |

| Earnings                              |            |            |              |       |        |          |                                                   |
|---------------------------------------|------------|------------|--------------|-------|--------|----------|---------------------------------------------------|
| Description                           | Start Date | End Date   | Quantity     | Type  | Rate   | Multiple | Current                                           |
| Regular Hours                         | 01-25-2025 | 01-31-2025 | 17.27        | Hours | 24.180 | 1.00     | \$417.59                                          |
| OT Straight Time                      | 01-25-2025 | 01-31-2025 | 0.20         | Hours | 24.180 | 1.00     | \$4.84                                            |
| OT Prem 0.5                           | 01-25-2025 | 01-31-2025 | 0.20         | Hours | 24.180 | 0.50     | \$2.42                                            |
| CA Reporting Pay                      | 01-25-2025 | 01-31-2025 | 4.00         | Hours | 24.180 | 1.00     | \$96.72                                           |
| <b>Total Hours Worked This Period</b> |            |            | <b>17.47</b> |       |        |          | <b>Current Pay Period Gross Earnings \$521.56</b> |

| Year to Date Earnings |            |
|-----------------------|------------|
| Description           | YTD Totals |
| Regular Hours         | \$4,671.67 |
| Holiday               | \$193.44   |
| OT Straight Time      | \$130.76   |
| CA Reporting Pay      | \$96.72    |
| OT Prem 0.5           | \$66.14    |
| Front Desk Upsell     | \$45.00    |
| Meal Break Penalty    | \$24.59    |

| Tax Deductions                    |         |              |
|-----------------------------------|---------|--------------|
| Description                       | Current | Year to Date |
| FIT Withheld                      | \$23.39 | \$392.19     |
| Medicare Employee Withheld        | \$7.56  | \$75.81      |
| Social Security Employee Withheld | \$32.34 | \$324.16     |
| SIT Withheld (CA)                 | \$6.86  | \$137.65     |
| SDI Employee Withheld (CA)        | \$6.26  | \$62.74      |

| Other Deductions         |         |              |
|--------------------------|---------|--------------|
| Description              | Current | Year to Date |
| Union Dues - Flat Amount | \$0.00  | \$59.60      |

| Memo - Arrears & Imputed Income |        |
|---------------------------------|--------|
| Description                     | Amount |
| Vision BT Arrears               | \$1.44 |

**Unlawful Deductions:** During the last year, Defendants, from time-to-time, unlawfully deducted wages from Plaintiff and Aggrieved Employees' pay without explanations and without authorization to do so or notice to Plaintiff and the Aggrieved Employees. As a result, Defendants violated Labor Code Section 221.

**Timekeeping Manipulation:** During the last year, Defendants, from time-to-time, did not have an immutable timekeeping system to accurately record and pay Plaintiff and other Aggrieved Employees for the actual time Plaintiff and other Aggrieved Employees worked each day, including regular time, overtime hours, sick pay, meal and rest breaks. As a result, Defendants were able to and did in fact, unlawfully, and unilaterally alter the time recorded in Defendants' timekeeping system for Plaintiff and other Aggrieved Employees in order to avoid paying these employees for all hours worked, applicable overtime compensation, applicable sick pay, missed meal breaks and missed rest breaks. As a result, Plaintiff and other Aggrieved Employees, from time-to-time, forfeited time worked by working without their time being accurately recorded and without compensation at the applicable pay rates.

The mutability of the timekeeping system also allowed Defendants to alter employee time records by recording fictitious thirty (30) minute meal breaks in Defendants' timekeeping system so as to create the appearance that Plaintiff and other Aggrieved Employees clocked out for thirty (30)

minute meal breaks when in fact the employees were not at all times provided an off-duty meal break. This practice is a direct result of Defendants' uniform policy and practice of denying employees uninterrupted thirty (30) minute off-duty meal breaks each day or otherwise compensating them for missed meal breaks. As a result, Plaintiff and other Aggrieved Employees forfeited wages due to them for all hours worked at Defendants' direction, control and benefit for the time the timekeeping system was inoperable. Defendants' uniform policy and practice to not pay Plaintiff and the Aggrieved Employees wages for all hours worked in accordance with applicable law is evidenced by Defendants' business records.

**Unlawful Rounding Practices:** During the last year, Defendants did not have in place an immutable timekeeping system to accurately record and pay Plaintiff and other Aggrieved Employees for the actual time these employees worked each day, including overtime hours. Specifically, Defendants had in place an unlawful rounding policy and practice that resulted in Plaintiff and the Aggrieved Employees being undercompensated for all of their time worked. As a result, Defendants were able to and did in fact unlawfully and unilaterally round the time recorded in Defendants' timekeeping system for Plaintiff and the Aggrieved Employees in order to avoid paying these employees for all their time worked, including the applicable overtime compensation for overtime worked. As a result, Plaintiff and other Aggrieved Employees, from time to time, forfeited compensation for their time worked by working without their time being accurately recorded and without compensation at the applicable overtime rates.

Further, the mutability of Defendants' timekeeping system and unlawful rounding policy and practice resulted in Plaintiff's and the Aggrieved Employees' time being inaccurately recorded. As a result, from time to time, Defendants' unlawful rounding policy and practice caused Plaintiff and other Aggrieved Employees to perform work as ordered by Defendants for more than five (5) hours during a shift without receiving an off-duty meal break.

**Untimely Payment of Wages:** Pursuant to California Labor Code Section 204, Plaintiff and the Aggrieved Employees were entitled to timely payment of wages during their employment. Plaintiff and the Aggrieved Employees, from time to time, did not receive payment of all wages, including, but not limited to, overtime wages, minimum wages, meal period premium wages, and rest period premium wages within the permissible time period. Pursuant to California Labor Code Section 201, "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." Pursuant to California Labor Code Section 202, if an employee quits his or her employment, "his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting." Plaintiff and the Aggrieved Employees were, from time to time, not timely provided the wages earned and unpaid at the time of their discharge and/or at the time of quitting, in violation of California Labor Code Sections 201 and 202. To date, Defendants have not fully paid PLAINTIFF the minimum, overtime and double time compensation still owed to them or any penalty wages owed to them under California Labor Code Section 203.

**Sick Pay Violations:** California Labor Code Section 246 (a)(1) mandates that "An employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section." Further, California Labor Code Sections 246(b)-(d) provide for the sick day accrual requirements. From time to time, including within the last year, Defendants failed to have a policy

or practice in place that provided Plaintiff and other Aggrieved Employees with sick days and/or paid sick leave. As of January 1, 2024, Defendants failed to adhere to the law in that they failed to provide and allow employees to use at least 40 hours or five days of paid sick leave per year. California Labor Code Section 246(i) requires an employer to furnish its employees with written wage statements setting forth the amount of paid sick leave available. From time to time, including within the last year, Defendants violated California Labor Code Section 246 by failing to furnish Plaintiff and other Aggrieved Employees with wage statements setting forth the amount of paid sick leave available.

Suitable Seating Violations: Plaintiff further alleges that the counters in Defendants' workplace provide ample space at work stations to allow for the presence and use of a stool or seat by Defendants' employees during the performance of their work duties. Defendants' employees' working at Defendants' facilities spend a very substantial portion, and, in many workdays, the vast majority of their working time with Defendants' customers. The nature of the position can reasonably be accomplished while using a seat/stool. In violation of the applicable sections of the California Labor Code and the requirements of the applicable Industrial Welfare Commission ("IWC") Wage Order, Defendants as a matter of company policy, practice and procedure, intentionally, knowingly and systematically failed to provide Plaintiff and the other Aggrieved Employees suitable seating when the nature of these employees' work reasonably permitted sitting. Defendants knew or should have known that Plaintiff and other Aggrieved Employees were entitled to suitable seating and/or were entitled to sit when it did not interfere with the performance of their duties, and that Defendants did not provide suitable seating and/or did not allow them to sit when it did not interfere with the performance of their duties. By reason of this conduct applicable to Plaintiff and all Aggrieved Employees, Defendants violated California Labor Code Section 1198 and Wage Order 4-2001, Section 14 by failing to provide suitable seats.

To the extent that entities and/or individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code Sections including, but not limited to 558, 558.1, and 1197.1—Plaintiff reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue.

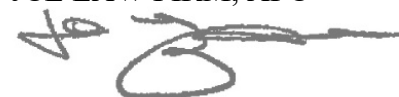
Any further amendments and changes to this notice shall relate back to the date of this notice. Consequently, Defendants are on notice that Plaintiff continues their investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of any of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein.

This notice is provided in compliance with California Labor Code Section 2699.3, *et seq.*

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

Very truly yours,

JCL LAW FIRM, APC

A handwritten signature in black ink, appearing to read 'Jean-Claude Lapuyade', with a stylized flourish at the end.

Jean-Claude Lapuyade, Esq.