

Clerk of the Superior Court
By C. Miranda ,Deputy Clerk

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Attorneys for Plaintiff ALEJANDRO CARRASCO,
on behalf of the general public as private attorney general,

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

25CU066333C

ALEJANDRO CARRASCO, on behalf of the
general public as private attorney general,

Plaintiff,

v.

PENDRY SAN DIEGO, LLC, a Delaware
Limited Liability Company; PENDRY
NEWPORT BEACH, LLC, a Delaware Limited
Liability Company; MONTAGE
INTERNATIONAL NORTH AMERICA, LLC,
a Delaware Limited Liability Company and
DOES 1-50, inclusive,

Defendants.

Case No.

ASSIGNED FOR ALL PURPOSES TO:

JUDGE:

DEPT:

**PAGA REPRESENTATIVE ACTION
COMPLAINT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT
(Labor Code §§ 2698 *et seq.*)**

COMES NOW Plaintiff ALEJANDRO CARRASCO (“Plaintiff”), on behalf the general public and all non-exempt aggrieved employees, acting on behalf of the California Attorney General as private attorney general, asserts claims against Defendants PENDRY SAN DIEGO, LLC, a Delaware Limited Liability Company; PENDRY NEWPORT BEACH, LLC, a Delaware Limited Liability Company; MONTAGE INTERNATIONAL NORTH AMERICA, LLC, a Delaware Limited Liability Company and DOES 1-50, inclusive (collectively “Defendants”) as follows:

I. INTRODUCTION

1. This is a representative action for recovery of penalties under the Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code sections 2698 *et seq.* PAGA permits “aggrieved employees” to bring a lawsuit as a representative action on behalf of the general public as private attorney general and all other current and former aggrieved employees, to recover civil penalties and address an employer’s violations of the California Labor Code.

2. In this case, Defendants violated various provisions of the California Labor Code. As set forth below, Defendants implemented policies and practices which led to unpaid wages resulting from Defendant’s: (a) failure to pay minimum and overtime wages, (b) failure to provide meal periods, (c) failure to provide rest periods, (d) failure to provide accurate itemized wage statements, (e) failure to pay vested vacation pay, and (f) failure to timely pay wages during employment. As a result Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

II. JURISDICTION AND VENUE

3. The California Superior Court has jurisdiction over this action pursuant to California Constitution Article VI, Section 10, which grants the Superior Court “original jurisdiction in all cases except those given by statute to other trial courts.” The statutes under which this action is brought do not give jurisdiction to any other court.

4. This Court has jurisdiction over Defendants because, upon information and belief, Defendants either has sufficient minimum contacts in California, or otherwise intentionally avails

1 itself of the California market so as to render the exercise of jurisdiction over it by the California
2 Courts consistent with traditional notions of fair play and substantial justice.

3 5. Venue as to each Defendants is proper in this judicial district pursuant to Code of
4 Civil Procedure section 395. Defendants is doing business throughout California, including but
5 not limited to San Diego County, and each Defendants is within the jurisdiction of this Court for
6 service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and
7 all other aggrieved employees within the State of California. Defendants employs numerous
8 aggrieved employees in in the State of California.

9 6. On information and belief, Defendants have conducted business within the State of
10 California during the purported liability period and continue to conduct business throughout the
11 State of California. The unlawful acts alleged herein have had a direct effect on Plaintiff, and the
12 similarly situated aggrieved employees within California.

13 7. The California Superior Court also has jurisdiction in this matter because on
14 information and belief there are no federal questions at issue, as the issues herein are based solely
15 on California statutes and law, including the California Labor Code, the IWC Wage Orders, the
16 California Code of Civil Procedure, the California Civil Code, and the California Business and
17 Professions Code.

18 8. On information and belief, during the statutory liability period and continuing to
19 the present ("liability period"), Defendants consistently maintained and enforced against
20 Defendant's aggrieved Employees, among others, the following unlawful practices and policies,
21 in violation of California state wage and hour laws: (a) failure to pay minimum and overtime
22 wages, (b) failure to provide meal periods, (c) failure to provide rest periods, (d) failure to provide
23 accurate itemized wage statements, (e) failure to pay vested vacation pay, and (f) failure to timely
24 pay wages during employment.

25 9. On information and belief, during the statutory liability period and continuing to
26 the present, Defendants have had a consistent policy of failing to pay wages including overtime
27 wages for hours worked while subject to the control of Defendants.
28

1 10. On information and belief, during the statutory liability period and continuing to
2 the present, Defendants have failed to provide meal periods to Plaintiff and aggrieved employees.
3 Defendants have also failed to provide meal premiums for missed meal periods.

4 11. On information and belief, during the statutory liability period and continuing to
5 the present, Defendants have failed to provide rest periods to Plaintiff and aggrieved employees.
6 Defendants have also failed to provide rest premiums for missed rest periods.

7 12. On information and belief, during the statutory liability period and continuing to
8 the present, Defendants have failed to provide Plaintiff and aggrieved employees accurate itemized
9 wage statements.

10 13. On information and belief, during the statutory liability period and continuing to
11 the present, Defendants have failed to provide Plaintiff and aggrieved employees vested vacation
12 pay;

13 14. On information and belief, during the statutory liability period and continuing to
14 the present, Defendants have failed to provide Plaintiff and aggrieved employees timely pay during
15 employment;

16 15. Plaintiff on behalf of the general public as private attorney general and all other
17 aggrieved employees bring this action pursuant to Labor Code 2698, et. seq. for violations
18 enumerated under 2699.5 as follows: sections 201-204, 226, 246, 510, 511, 512, 558, 226.7, 227.3,
19 1174, 1174.5, 1175, 1194, 1197, 1197.1, and 1198, and seeking penalties, interest, attorneys' fees
20 and costs.
21

22 **III. PARTIES**

23 **A. Plaintiff**

24 16. Plaintiff, ALEJANDRO CARRASCO, was at all times relevant to this action, a
25 resident of California. Plaintiff was employed by Defendants PENDRY SAN DIEGO, LLC, a
26 Delaware Limited Liability Company; PENDRY NEWPORT BEACH, LLC, a Delaware Limited
27 Liability Company; MONTAGE INTERNATIONAL NORTH AMERICA, LLC, a Delaware
28 Limited Liability Company, during November 19, 2014 as a Non-Exempt Employee with the title

1 of waiter assistant and worked during the liability period for Defendants, at Defendants' Laguna
2 beach and San Diego, California locations until Plaintiff's separation from Defendants' employ in
3 approximately August 2025.

4 17. As Defendants' employee, Plaintiff, and all other aggrieved employees were
5 regularly required to and subsequently suffered:

- 6 a) to perform work subject to the control of the employer without being compensated all
7 wages including overtime, all in violation of California labor laws, regulations, and the
8 Industrial Welfare Commission Wage Order ("IWC");
9 b) not provided first and second meal periods nor paid premium wages;
10 c) not provided first and second rest periods nor paid premium wages;
11 d) not paid vested vacation pay;
12 e) not timely paid all wages during employment;
13 f) and not provided accurate itemized wage statements.

14 On information and belief, Defendants willfully failed to pay all earned wages in the form
15 regular wages and overtime wages, to its Non-Exempt Employees and members of the
16 Representative Group; nor have Defendants returned to Plaintiff or members of the
17 Representative Group, upon or after separation from employment with Defendants, all wages
18 earned and owing. Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf of the
19 general public as private attorney general and all other aggrieved employees.
20

21 **B. Defendants**

22 18. Defendant, MONTAGE INTERNATIONAL NORTH AMERICA, LLC, a
23 Delaware Limited Liability Company is the parent company of PENDRY SAN DIEGO, LLC, a
24 Delaware Limited Liability Company and PENDRY NEWPORT BEACH, LLC, a Delaware
25 Limited Liability Company, the two locations that Plaintiff worked at. Defendants operate as a
26 hotel and hospitality business. Defendants operate in several locations in California. Plaintiff
27 estimate there are in excess of one hundred (100) Non-Exempt Employees who work or have
28 worked for Defendants over the last year.

1 19. Other than identified herein, Plaintiff are unaware of the true names, capacities,
2 relationships and extent of participation in the conduct alleged herein, of the defendants sued as
3 DOES 1 through 50, but is informed and believes and thereon alleges that said defendants are
4 legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by
5 such fictitious names. Plaintiff will amend this complaint when their true names and capabilities
6 are ascertained.

7 20. Plaintiff are informed and believes and thereon alleges that each Defendant, directly
8 or indirectly, or through agents or other persons, employed Plaintiff and other members of the
9 Representative Group, and exercised control over their wages, hours, and working conditions.
10 Plaintiff are informed and believes and thereon alleges that each Defendants acted in all respects
11 pertinent to this action as the agent of the other defendants, carried out a joint scheme, business
12 plan or policy in all respects pertinent hereto, and the acts of each Defendants are legally
13 attributable to the other defendants.

14 **IV. GENERAL ALLEGATIONS**

15 21. At all times set forth herein, Defendants employed Plaintiff and other persons in
16 the capacity of non-exempt positions, however titled, throughout the state of California.

17 22. Plaintiff is informed and believe Aggrieved Employees have at all times pertinent
18 hereto been Non-Exempt within the meaning of the California Labor Code and the implementing
19 rules and regulations of the IWC California Wage Orders.

20 23. Defendants continue to employ Non-Exempt Employees, however titled, in
21 California and implement a uniform set of policies and practices to all non-exempt employees, as
22 they were all engaged in the generic job duties related to Defendants' hotel business.

23 24. Plaintiff is informed and believes, and thereon alleges, that Defendants are and were
24 advised by skilled lawyers and other professionals, employees, and advisors with knowledge of
25 the requirements of California's wage and employment laws.

26 25. On information and belief, during the relevant time frame, Plaintiff and Aggrieved
27 Employees frequently worked well over eight (8) hours in a day and forty (40) hours in a work
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1 week.

2 26. During the relevant time frame, Defendants compensated Plaintiff and Aggrieved
3 Employees based upon an hourly rate.

4 27. On information and belief, during the relevant time frame, Plaintiff and Aggrieved
5 Employees typically worked five (5) days a week.

6 28. Plaintiff is informed and believe that the Aggrieved Employees were required to
7 keep similar schedules.

8 29. In addition, the Aggrieved Employees frequently worked in excess of eight (8)
9 hours a day and/or over forty (40) hours in a workweek, but were not properly paid for minimum
10 and overtime wages.

11 30. Defendants also failed to properly calculate Plaintiff and Aggrieved Employees'
12 regular rate of pay including but not limited to by failing to include all forms of
13 compensation/remuneration in the regular rate including but not limited to bonuses, incentives,
14 commissions, retroactive pay, bonus-spot, shift differentials, and other compensation for overtime
15 calculation purposes.

16 31. Plaintiff and Aggrieved Employees were not compensated overtime wages owed to
17 them for their time spent off the clock performing pre-shift activities for Defendants.

18 32. During the relevant time, as a consequence of Defendants' staffing and scheduling
19 practices, work demands, and Defendants' policies and practices, Defendants frequently failed to
20 provide Plaintiff and Aggrieved Employees timely, legally complaint uninterrupted 30-minute
21 meal periods on shifts over five hours as required by law.

22 33. Similarly, as a consequence of Defendants' staffing and scheduling practices, work
23 demands, and Defendants' policies and practices, Defendants frequently failed to provide Plaintiff
24 and Aggrieved Employees legally compliant second meal periods on shifts over ten hours as
25 required by law. Plaintiff and Aggrieved Employees worked more than ten hours a day on a
26 consistent and regular basis during the relevant time period where no second meal breaks were
27 given. Plaintiff and Aggrieved Employees worked over ten (10) hours a week approximately one
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1 or two times a week but did not have second meal breaks.

2 34. On information and belief, Plaintiff and Aggrieved Employees did not waive their
3 rights to meal periods under the law.

4 35. Plaintiff and Aggrieved Employees were not provided with valid lawful on-duty
5 meal periods.

6 36. Despite the above-mentioned meal period violations, Defendants failed to
7 compensate Plaintiff, and on information and belief, failed to compensate Aggrieved Employees,
8 one additional hour of pay at their regular rate as required by California law when meal periods
9 were not timely or lawfully provided in a compliant manner.

10 37. Plaintiff and Aggrieved Employees were prohibited from leaving the premises
11 during meal breaks.

12 38. Plaintiff is informed and believe, and thereon alleges, that Defendants know, should
13 know, knew, and/or should have known that Plaintiff and Aggrieved Employees were entitled to
14 receive premium wages based on their regular rate of pay under California Labor Code § 226.7
15 but were not receiving such compensation.

16 39. In addition, during the relevant time frame, Plaintiff and the Non-Exempt
17 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
18 period for every four hours worked or major fraction thereof, which is a violation of the California
19 Labor Code and IWC wage order.

20 40. Defendants maintained and enforced scheduling practices, policies, and imposed
21 work demands that frequently required Plaintiff and Aggrieved Employees to forego their lawful,
22 paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
23 requisite rest periods were not timely authorized and permitted as a result of Defendants' failure
24 to provide relief for Plaintiff and Aggrieved Employees to take their lawfully required breaks.
25 Plaintiff was not given a third rest break on the aforementioned ten (10) hour and above workdays.

26 41. Despite the above-mentioned rest period violations, Defendants did not compensate
27 Plaintiff, and on information and belief, did not pay Aggrieved Employees one additional hour of
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1 pay at their regular rate as required by California law, including California Labor Code § 226.7
2 and the applicable IWC wage order, for each day on which lawful rest periods were not authorized
3 and permitted.

4 42. On information and belief, during the relevant timeframe, Defendants had a policy
5 that provided for paid time off/vacation time for its employees, including Plaintiff and Aggrieved
6 Employees.

7 43. During the relevant timeframe, Defendants failed to accurately pay said vested paid
8 time off/vacation time to its employees at the time of termination, including Plaintiff and
9 Aggrieved Employees, at their final rate in accordance with said policy and in accordance with the
10 law.

11 44. Upon information and belief, Defendants knew and or should have known that it is
12 improper to implement policies and commit unlawful acts such as:

13 (a) requiring employees to work four (4) hours or a major fraction thereof without
14 being provided a minimum ten (10) minute rest period and without compensating the employees
15 with one (1) hour of pay at the employees' regular rate of compensation for each workday that a
16 rest period was not provided;

17 (b) requiring employees to work in excess of five (5) hours or ten (10) hours per day
18 without being provided an uninterrupted thirty minute meal period and/or a second meal period,
19 and without compensating employees with one (1) hour of pay at the regular rate of compensation
20 for each workday that such a meal period was not provided;

21 (c) failing to pay overtime and minimum wages;

22 (d) failing to pay vested vacation pay; and

23 (e) failing to maintain accurately itemized wage statements.

24 45. In addition to the violations above, and on information and belief, Defendants knew
25 they had a duty to compensate Plaintiff and Aggrieved Employees for the allegations asserted
26 herein, and that Defendants had the financial ability to pay such compensation, but willfully,
27 knowingly, recklessly, and/or intentionally failed to do so.
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1 46. Plaintiff and Aggrieved Employees they seek to represent are covered by, and
2 Defendants are required to comply with, applicable California Labor Codes, Industrial Welfare
3 Commission Occupational Wage Orders (hereinafter “IWC Wage Orders”) and corresponding
4 applicable provisions of California Code of Regulations, Title 8, § 11000 *et seq.*

5 **V. REPRESENTATIVE CLAIMS**

6 **THE PRIVATE ATTORNEYS GENERAL ACT- LABOR CODE §§ 2698 *et seq.***

7 47. Plaintiff incorporate by reference and re-alleges each and every allegation
8 contained above, as though fully set forth herein.

9 48. PAGA is a mechanism by which the State of California can enforce state labor laws
10 through the employee suing under the PAGA who do so as the proxy or agent of the state’s labor
11 law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally a
12 law enforcement action designed to protect the public and not to benefit private parties. The
13 purpose of the PAGA is not to recover damages or restitution, but to create a means of “deputizing”
14 citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California
15 Legislature specified that “it was...in the public interest to allow aggrieved employees, acting as
16 private attorneys general to recover civil penalties for Labor Code violations...” Stats. 2003, Ch.
17 906, section 1.

18 49. Plaintiff brings this Representative Action on behalf of the State of California with
19 respect to himself and all other individuals who are or previously were employed by Defendants
20 as non-exempt California employees during the applicable statutory period (the “aggrieved
21 employees”).

22 50. On October 7, 2025 Plaintiff complied with notice requirements pursuant to Labor
23 Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit A**,
24 indicating that the LWDA and Defendants were put on notice of the claims alleged here and that
25 the notice requirement has been satisfied. Sixty-five days have passed and the LWDA has not
26 indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action in a
27 representative capacity. The substance and violations set forth in this Complaint of which the
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1 LWDA was provided timely notice, Plaintiff have also sent a copy of this PAGA Representative
2 Action Complaint to the LWDA.

3 51. Plaintiff are an aggrieved employee as defined in Labor Code Section 2699(a).
4 Plaintiff bring this cause of action on behalf of all current and former California non-exempt
5 Employees of Defendants.

6 52. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for
7 which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint,
8 including without limitation Labor Code section 201-204, 226, 246, 510, 511, 512, 558, 226.7,
9 227.3, 1174, 1174.5, 1175, 1194, 1197, 1197.1, and 1198, and 2698 *et seq.*, applicable IWC Wage
10 Orders and California Code of Regulations, Title 8, section 11000 *et. seq.*

11 53. Defendants violated Labor Code section 510, and 1194 by failing to accurately pay
12 overtime wages owed. Therefore, Defendants violated section 510, and 1194 by not compensating
13 its Non-Exempt Employees for work performed in excess of eight hours (8) in a day or forty hours
14 in a work week (40). Section 510 of the Labor Code codifies the right to overtime compensation
15 at the rate of one and one-half times the regular rate of pay for all hours worked in excess of eight
16 (8) hours in a day or forty (40) hours in a work week and to overtime compensation twice the
17 regular rate of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight
18 (8) hours in a day on the seventh day of work in a particular work week.

19 54. Defendants have also failed to accurately record the meal and rest period premiums
20 owed and all wages owed per pay period.

21 55. On information and belief, Defendants willfully failed to pay all wages due and
22 owing upon separation from employment. These wages include minimum and overtime wages.

23 56. On information and belief, Defendants failed to provide accurate itemized wage
24 statements which failed to include all hours worked, including overtime, due and owing to Plaintiff
25 and the aggrieved employees pursuant to Labor Code section 226(a). Defendants further failed to
26 include or itemize the gift card payments made to Plaintiff and Aggrieved Employees.

27 57. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a)
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1 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
2 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
3 for each violation in a subsequent citation, for which the employer fails to provide the employee a
4 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

5 58. Additionally, Defendants have no accurate records relating to aggrieved
6 employees' work periods, total daily hours worked, total hours worked per payroll period and
7 applicable pay rates, in violation of applicable Wage Orders. Similarly, Defendants failed to
8 maintain accurate records relating to hours worked daily in violation of Labor Code sections
9 1174(d), 1174.5.

10 59. On information and belief, Defendants failed to timely pay all wages owed to
11 Plaintiff and Aggrieved Employees during employment, in violation of Labor Code section 204.
12 California Labor Code section 204 provides that: all wages earned by any person in any
13 employment between the 1st and 15th days, inclusive, of any calendar month, other than those
14 wages due upon termination of an employee, are due and payable between the 16th and the 26th
15 day of the month during which the labor was performed; that all wages earned by any person in
16 any employment between the 16th and the last day, inclusive, of any calendar month, other than
17 those wages due upon termination of an employee, are due and payable between the 1st and the
18 10th day of the following month; and that all wages earned for labor in excess of the normal
19 work period shall be paid no later than the payday for the next regular payroll period. During
20 the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the
21 other aggrieved employees all wages due to them, within any time period permissible under
22 California Labor Code section 204.

23 60. Labor Code § 227.3 provides that "...whenever a contract of employment or
24 employer policy provides for paid vacations, and an employee is terminated without having taken
25 off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in
26 accordance with such contract of employment or employer policy respecting eligibility or time
27 served; provided, however, that an employment contract or employer policy shall not provide for
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1 forfeiture of vested vacation time upon termination.” Defendants have a policy that provided for
2 paid vacation. Defendants have failed to pay vested vacation time due to Plaintiff and aggrieved
3 employees at separation from employment in accordance with California law.

4 61. Plaintiff and the Representative Aggrieved Employees are entitled to recover
5 Penalties and attorneys’ fees and costs under Labor Code section 2698, et. seq.

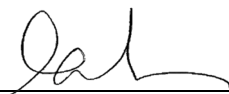
6 **PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

- 8 1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq.;
- 9 2. For reasonable attorneys’ fees and costs; and
- 10 3. For such other and further relief as the Court deems proper.
- 11

12 Dated: December 12, 2025

JAMES HAWKINS APLC

13 By: 
14 _____
15 JAMES R. HAWKINS
16 GREGORY MAURO
17 MICHAEL CALVO
18 LAUREN FALK
19 AVA ISSARY

20 Attorneys for Plaintiff ALEJANDRO
21 CARRASCO on behalf of the general public
22 as private attorney general
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Exhibit A

JAMES JH HAWKINS

A PROFESSIONAL LAW CORPORATION

9880 RESEARCH DRIVE, SUITE 200, IRVINE, CALIFORNIA 92618

TELEPHONE (949) 387-7200; FACSIMILE (949) 387-6676

October 7, 2025

Via LWDA Website

Labor and Workforce Development Agency

Attn: PAGA Administrator

1515 Clay Street, Suite 801

Oakland, CA 94612

<http://www.dir.ca.gov/Private-Attorneys-General-Act>

Via Certified Mail

PENDRY SAN DIEGO, LLC, a Delaware Limited Liability Company

Agent for Service of Process:

1505 Corporation

CSC - LAWYERS INCORPORATING SERVICE

AMANDA GARCIA 330 N BRAND BLVD, SUITE 700 GLENDALE, CA 91203

Receipt No.: 9589 0710 5270 0078 0201 74

PENDRY NEWPORT BEACH, LLC, a Delaware Limited Liability Company

Agent for Service of Process:

1505 Corporation

CSC - LAWYERS INCORPORATING SERVICE

AMANDA GARCIA 330 N BRAND BLVD, SUITE 700 GLENDALE, CA 91203

Receipt No.: 9589 0710 5270 0078 0201 81

MONTAGE INTERNATIONAL NORTH AMERICA, LLC, a Delaware Limited Liability Company

Agent for Service of Process:

1505 Corporation

CSC - LAWYERS INCORPORATING SERVICE

AMANDA GARCIA 330 N BRAND BLVD, SUITE 700 GLENDALE, CA 91203

Receipt No.: 9589 0710 5270 0078 0201 98

Re: NOTICE PURSUANT TO LABOR CODE SECTIONS 2698, *et seq.*

To Whom It May Concern:

PLEASE TAKE NOTICE that plaintiff ALEJANDRO CARRASCO, individually and on behalf of all similarly situated representative aggrieved employees, gives NOTICE to commence and/or amend a civil action pursuant to California Labor Code Sections 2698, *et seq.* Plaintiff hereby gives written notice by certified mail to the Labor and Workforce Development Agency, PENDRY SAN DIEGO, LLC, a Delaware Limited Liability Company; PENDRY NEWPORT BEACH, LLC, a Delaware Limited Liability Company; MONTAGE INTERNATIONAL NORTH AMERICA, LLC, a Delaware Limited Liability Company, through their Agents for Service of Process.

Plaintiff hereby attaches a copy of the Proposed PAGA Representative Action Complaint to be filed in the San Diego Superior Court, as though fully set forth herewith setting out the specific provisions of the Labor Code Plaintiff alleges have been violated, including the facts and theories. All labor provisions in the Proposed PAGA Representative Action Complaint alleged to have been violated pertain to all entities and individuals named in the Complaints, even if not expressly specified.

Please advise within sixty (60) days of the post mark on this letter if the LWDA intends to investigate these claims. Thank you, and if you have any questions, please do not hesitate to contact me.

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'Gregory Mauro', with a stylized, flowing script.

Gregory Mauro

Enclosure: Proposed PAGA Representative Action Complaint

JAMES HAWKINS APLC

James R. Hawkins (#192925)

Gregory Mauro (#222239)

Michael Calvo (#314986)

Lauren Falk (#316893)

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Attorneys for Plaintiff ALEJANDRO CARRASCO,
on behalf of the general public as private attorney general,

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1. This is a representative action for recovery of penalties under the Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code sections 2698 *et seq.* PAGA permits “aggrieved employees” to bring a lawsuit as a representative action on behalf of the general public as private attorney general and all other current and former aggrieved employees, to recover civil penalties and address an employer’s violations of the California Labor Code.

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6 service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and
7 all other aggrieved employees within the State of California. Defendants employs numerous
8 aggrieved employees in in the State of California.

9 6. On information and belief, Defendants have conducted business within the State of
10 California during the purported liability period and continue to conduct business throughout the
11 State of California. The unlawful acts alleged herein have had a direct effect on Plaintiff, and the
12 similarly situated aggrieved employees within California.

13 7. The California Superior Court also has jurisdiction in this matter because on
14 information and belief there are no federal questions at issue, as the issues herein are based solely
15 on California statutes and law, including the California Labor Code, the IWC Wage Orders, the
16 California Code of Civil Procedure, the California Civil Code, and the California Business and
17 Professions Code.

18 8. On information and belief, during the statutory liability period and continuing to
19 the present ("liability period"), Defendants consistently maintained and enforced against
20 Defendant's aggrieved Employees, among others, the following unlawful practices and policies,
21 in violation of California state wage and hour laws: (a) failure to pay minimum and overtime
22 wages, (b) failure to provide meal periods, (c) failure to provide rest periods, (d) failure to provide
23 accurate itemized wage statements, (e) failure to pay vested vacation pay, and (f) failure to timely
24 pay wages during employment.

25 9. On information and belief, during the statutory liability period and continuing to
26 the present, Defendants have had a consistent policy of failing to pay wages including overtime
27 wages for hours worked while subject to the control of Defendants.
28

10. On information and belief, during the statutory liability period and continuing to the present, Defendants have failed to provide meal periods to Plaintiff and aggrieved employees. Defendants have also failed to provide meal premiums for missed meal periods.

11. On information and belief, during the statutory liability period and continuing to the present, Defendants have failed to provide rest periods to Plaintiff and aggrieved employees. Defendants have also failed to provide rest premiums for missed rest periods.

12. On information and belief, during the statutory liability period and continuing to the present, Defendants have failed to provide Plaintiff and aggrieved employees accurate itemized wage statements.

13. On information and belief, during the statutory liability period and continuing to the present, Defendants have failed to provide Plaintiff and aggrieved employees vested vacation pay;

14. On information and belief, during the statutory liability period and continuing to the present, Defendants have failed to provide Plaintiff and aggrieved employees timely pay during employment;

15. Plaintiff on behalf of the general public as private attorney general and all other aggrieved employees bring this action pursuant to Labor Code 2698, et. seq. for violations enumerated under 2699.5 as follows: sections 201-204, 226, 246, 510, 511, 512, 558, 226.7, 227.3, 1174, 1174.5, 1175, 1194, 1197, 1197.1, and 1198, and seeking penalties, interest, attorneys' fees and costs.

III. PARTIES

A. Plaintiff

16. Plaintiff, ALEJANDRO CARRASCO, was at all times relevant to this action, a resident of California. Plaintiff was employed by Defendants PENDRY SAN DIEGO, LLC, a Delaware Limited Liability Company; PENDRY NEWPORT BEACH, LLC, a Delaware Limited Liability Company; MONTAGE INTERNATIONAL NORTH AMERICA, LLC, a Delaware Limited Liability Company, during November 19, 2014 as a Non-Exempt Employee with the title

1 of waiter assistant and worked during the liability period for Defendants, at Defendants' Laguna
2 beach and San Diego, California locations until Plaintiff's separation from Defendants' employ in
3 approximately August 2025.

4 17. As Defendants' employee, Plaintiff, and all other aggrieved employees were
5 regularly required to and subsequently suffered:

- 6 a) to perform work subject to the control of the employer without being compensated all
7 wages including overtime, all in violation of California labor laws, regulations, and the
8 Industrial Welfare Commission Wage Order ("IWC");
- 9 b) not provided first and second meal periods nor paid premium wages;
- 10 c) not provided first and second rest periods nor paid premium wages;
- 11 d) not paid vested vacation pay;
- 12 e) not timely paid all wages during employment;
- 13 f) and not provided accurate itemized wage statements.

14 On information and belief, Defendants willfully failed to pay all earned wages in the form
15 regular wages and overtime wages, to its Non-Exempt Employees and members of the
16 Representative Group; nor have Defendants returned to Plaintiff or members of the
17 Representative Group, upon or after separation from employment with Defendants, all wages
18 earned and owing. Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf of the
19 general public as private attorney general and all other aggrieved employees.
20

21 **B. Defendants**

22 18. Defendant, MONTAGE INTERNATIONAL NORTH AMERICA, LLC, a
23 Delaware Limited Liability Company is the parent company of PENDRY SAN DIEGO, LLC, a
24 Delaware Limited Liability Company and PENDRY NEWPORT BEACH, LLC, a Delaware
25 Limited Liability Company, the two locations that Plaintiff worked at. Defendants operate as a
26 hotel and hospitality business. Defendants operate in several locations in California. Plaintiff
27 estimate there are in excess of one hundred (100) Non-Exempt Employees who work or have
28 worked for Defendants over the last year.

1 19. Other than identified herein, Plaintiff are unaware of the true names, capacities,
2 relationships and extent of participation in the conduct alleged herein, of the defendants sued as
3 DOES 1 through 50, but is informed and believes and thereon alleges that said defendants are
4 legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by
5 such fictitious names. Plaintiff will amend this complaint when their true names and capabilities
6 are ascertained.

7 20. Plaintiff are informed and believes and thereon alleges that each Defendant, directly
8 or indirectly, or through agents or other persons, employed Plaintiff and other members of the
9 Representative Group, and exercised control over their wages, hours, and working conditions.
10 Plaintiff are informed and believes and thereon alleges that each Defendants acted in all respects
11 pertinent to this action as the agent of the other defendants, carried out a joint scheme, business
12 plan or policy in all respects pertinent hereto, and the acts of each Defendants are legally
13 attributable to the other defendants.

14 **IV. GENERAL ALLEGATIONS**

15 21. At all times set forth herein, Defendants employed Plaintiff and other persons in
16 the capacity of non-exempt positions, however titled, throughout the state of California.

17 22. Plaintiff is informed and believe Aggrieved Employees have at all times pertinent
18 hereto been Non-Exempt within the meaning of the California Labor Code and the implementing
19 rules and regulations of the IWC California Wage Orders.

20 23. Defendants continue to employ Non-Exempt Employees, however titled, in
21 California and implement a uniform set of policies and practices to all non-exempt employees, as
22 they were all engaged in the generic job duties related to Defendants' hotel business.

23 24. Plaintiff is informed and believes, and thereon alleges, that Defendants are and were
24 advised by skilled lawyers and other professionals, employees, and advisors with knowledge of
25 the requirements of California's wage and employment laws.

26 25. On information and belief, during the relevant time frame, Plaintiff and Aggrieved
27 Employees frequently worked well over eight (8) hours in a day and forty (40) hours in a work
28

1 week.

2 26. During the relevant time frame, Defendants compensated Plaintiff and Aggrieved
3 Employees based upon an hourly rate.

4 27. On information and belief, during the relevant time frame, Plaintiff and Aggrieved
5 Employees typically worked five (5) days a week.

6 28. Plaintiff is informed and believe that the Aggrieved Employees were required to
7 keep similar schedules.

8 29. In addition, the Aggrieved Employees frequently worked in excess of eight (8)
9 hours a day and/or over forty (40) hours in a workweek, but were not properly paid for minimum
10 and overtime wages.

11 30. Defendants also failed to properly calculate Plaintiff and Aggrieved Employees'
12 regular rate of pay including but not limited to by failing to include all forms of
13 compensation/remuneration in the regular rate including but not limited to bonuses, incentives,
14 commissions, retroactive pay, bonus-spot, shift differentials, and other compensation for overtime
15 calculation purposes.

16 31. Plaintiff and Aggrieved Employees were not compensated overtime wages owed to
17 them for their time spent off the clock performing pre-shift activities for Defendants.

18 32. During the relevant time, as a consequence of Defendants' staffing and scheduling
19 practices, work demands, and Defendants' policies and practices, Defendants frequently failed to
20 provide Plaintiff and Aggrieved Employees timely, legally complaint uninterrupted 30-minute
21 meal periods on shifts over five hours as required by law.

22 33. Similarly, as a consequence of Defendants' staffing and scheduling practices, work
23 demands, and Defendants' policies and practices, Defendants frequently failed to provide Plaintiff
24 and Aggrieved Employees legally compliant second meal periods on shifts over ten hours as
25 required by law. Plaintiff and Aggrieved Employees worked more than ten hours a day on a
26 consistent and regular basis during the relevant time period where no second meal breaks were
27 given. Plaintiff and Aggrieved Employees worked over ten (10) hours a week approximately one
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1 or two times a week but did not have second meal breaks.

2 34. On information and belief, Plaintiff and Aggrieved Employees did not waive their
3 rights to meal periods under the law.

4 35. Plaintiff and Aggrieved Employees were not provided with valid lawful on-duty
5 meal periods.

6 36. Despite the above-mentioned meal period violations, Defendants failed to
7 compensate Plaintiff, and on information and belief, failed to compensate Aggrieved Employees,
8 one additional hour of pay at their regular rate as required by California law when meal periods
9 were not timely or lawfully provided in a compliant manner.

10 37. Plaintiff and Aggrieved Employees were prohibited from leaving the premises
11 during meal breaks.

12 38. Plaintiff is informed and believe, and thereon alleges, that Defendants know, should
13 know, knew, and/or should have known that Plaintiff and Aggrieved Employees were entitled to
14 receive premium wages based on their regular rate of pay under California Labor Code § 226.7
15 but were not receiving such compensation.

16 39. In addition, during the relevant time frame, Plaintiff and the Non-Exempt
17 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
18 period for every four hours worked or major fraction thereof, which is a violation of the California
19 Labor Code and IWC wage order.

20 40. Defendants maintained and enforced scheduling practices, policies, and imposed
21 work demands that frequently required Plaintiff and Aggrieved Employees to forego their lawful,
22 paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
23 requisite rest periods were not timely authorized and permitted as a result of Defendants' failure
24 to provide relief for Plaintiff and Aggrieved Employees to take their lawfully required breaks.
25 Plaintiff was not given a third rest break on the aforementioned ten (10) hour and above workdays.

26 41. Despite the above-mentioned rest period violations, Defendants did not compensate
27 Plaintiff, and on information and belief, did not pay Aggrieved Employees one additional hour of
28

1 pay at their regular rate as required by California law, including California Labor Code § 226.7
2 and the applicable IWC wage order, for each day on which lawful rest periods were not authorized
3 and permitted.

4 42. On information and belief, during the relevant timeframe, Defendants had a policy
5 that provided for paid time off/vacation time for its employees, including Plaintiff and Aggrieved
6 Employees.

7 43. During the relevant timeframe, Defendants failed to accurately pay said vested paid
8 time off/vacation time to its employees at the time of termination, including Plaintiff and
9 Aggrieved Employees, at their final rate in accordance with said policy and in accordance with the
10 law.

11 44. Upon information and belief, Defendants knew and or should have known that it is
12 improper to implement policies and commit unlawful acts such as:

13 (a) requiring employees to work four (4) hours or a major fraction thereof without
14 being provided a minimum ten (10) minute rest period and without compensating the employees
15 with one (1) hour of pay at the employees' regular rate of compensation for each workday that a
16 rest period was not provided;

17 (b) requiring employees to work in excess of five (5) hours or ten (10) hours per day
18 without being provided an uninterrupted thirty minute meal period and/or a second meal period,
19 and without compensating employees with one (1) hour of pay at the regular rate of compensation
20 for each workday that such a meal period was not provided;

21 (c) failing to pay overtime and minimum wages;

22 (d) failing to pay vested vacation pay; and

23 (e) failing to maintain accurately itemized wage statements.

24 45. In addition to the violations above, and on information and belief, Defendants knew
25 they had a duty to compensate Plaintiff and Aggrieved Employees for the allegations asserted
26 herein, and that Defendants had the financial ability to pay such compensation, but willfully,
27 knowingly, recklessly, and/or intentionally failed to do so.
28

1 46. Plaintiff and Aggrieved Employees they seek to represent are covered by, and
2 Defendants are required to comply with, applicable California Labor Codes, Industrial Welfare
3 Commission Occupational Wage Orders (hereinafter “IWC Wage Orders”) and corresponding
4 applicable provisions of California Code of Regulations, Title 8, § 11000 *et seq.*

5 **V. REPRESENTATIVE CLAIMS**

6 **THE PRIVATE ATTORNEYS GENERAL ACT- LABOR CODE §§ 2698 *et seq.***

7 47. Plaintiff incorporate by reference and re-alleges each and every allegation
8 contained above, as though fully set forth herein.

9 48. PAGA is a mechanism by which the State of California can enforce state labor laws
10 through the employee suing under the PAGA who do so as the proxy or agent of the state’s labor
11 law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally a
12 law enforcement action designed to protect the public and not to benefit private parties. The
13 purpose of the PAGA is not to recover damages or restitution, but to create a means of “deputizing”
14 citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California
15 Legislature specified that “it was...in the public interest to allow aggrieved employees, acting as
16 private attorneys general to recover civil penalties for Labor Code violations...” Stats. 2003, Ch.
17 906, section 1.

18 49. Plaintiff brings this Representative Action on behalf of the State of California with
19 respect to himself and all other individuals who are or previously were employed by Defendants
20 as non-exempt California employees during the applicable statutory period (the “aggrieved
21 employees”).

22 50. On October 7, 2025 Plaintiff complied with notice requirements pursuant to Labor
23 Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit A**,
24 indicating that the LWDA and Defendants were put on notice of the claims alleged here and that
25 the notice requirement has been satisfied. Sixty-five days have passed and the LWDA has not
26 indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action in a
27 representative capacity. The substance and violations set forth in this Complaint of which the
28

1 LWDA was provided timely notice, Plaintiff have also sent a copy of this PAGA Representative
2 Action Complaint to the LWDA.

3 51. Plaintiff are an aggrieved employee as defined in Labor Code Section 2699(a).
4 Plaintiff bring this cause of action on behalf of all current and former California non-exempt
5 Employees of Defendants.

6 52. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for
7 which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint,
8 including without limitation Labor Code section 201-204, 226, 246, 510, 511, 512, 558, 226.7,
9 227.3, 1174, 1174.5, 1175, 1194, 1197, 1197.1, and 1198, and 2698 *et seq.*, applicable IWC Wage
10 Orders and California Code of Regulations, Title 8, section 11000 *et. seq.*

11 53. Defendants violated Labor Code section 510, and 1194 by failing to accurately pay
12 overtime wages owed. Therefore, Defendants violated section 510, and 1194 by not compensating
13 its Non-Exempt Employees for work performed in excess of eight hours (8) in a day or forty hours
14 in a work week (40). Section 510 of the Labor Code codifies the right to overtime compensation
15 at the rate of one and one-half times the regular rate of pay for all hours worked in excess of eight
16 (8) hours in a day or forty (40) hours in a work week and to overtime compensation twice the
17 regular rate of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight
18 (8) hours in a day on the seventh day of work in a particular work week.

19 54. Defendants have also failed to accurately record the meal and rest period premiums
20 owed and all wages owed per pay period.

21 55. On information and belief, Defendants willfully failed to pay all wages due and
22 owing upon separation from employment. These wages include minimum and overtime wages.

23 56. On information and belief, Defendants failed to provide accurate itemized wage
24 statements which failed to include all hours worked, including overtime, due and owing to Plaintiff
25 and the aggrieved employees pursuant to Labor Code section 226(a). Defendants further failed to
26 include or itemize the gift card payments made to Plaintiff and Aggrieved Employees.

27 57. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a)
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1 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
2 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
3 for each violation in a subsequent citation, for which the employer fails to provide the employee a
4 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

5 58. Additionally, Defendants have no accurate records relating to aggrieved
6 employees' work periods, total daily hours worked, total hours worked per payroll period and
7 applicable pay rates, in violation of applicable Wage Orders. Similarly, Defendants failed to
8 maintain accurate records relating to hours worked daily in violation of Labor Code sections
9 1174(d), 1174.5.

10 59. On information and belief, Defendants failed to timely pay all wages owed to
11 Plaintiff and Aggrieved Employees during employment, in violation of Labor Code section 204.
12 California Labor Code section 204 provides that: all wages earned by any person in any
13 employment between the 1st and 15th days, inclusive, of any calendar month, other than those
14 wages due upon termination of an employee, are due and payable between the 16th and the 26th
15 day of the month during which the labor was performed; that all wages earned by any person in
16 any employment between the 16th and the last day, inclusive, of any calendar month, other than
17 those wages due upon termination of an employee, are due and payable between the 1st and the
18 10th day of the following month; and that all wages earned for labor in excess of the normal
19 work period shall be paid no later than the payday for the next regular payroll period. During
20 the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the
21 other aggrieved employees all wages due to them, within any time period permissible under
22 California Labor Code section 204.

23 60. Labor Code § 227.3 provides that "...whenever a contract of employment or
24 employer policy provides for paid vacations, and an employee is terminated without having taken
25 off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in
26 accordance with such contract of employment or employer policy respecting eligibility or time
27 served; provided, however, that an employment contract or employer policy shall not provide for
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1 forfeiture of vested vacation time upon termination.” Defendants have a policy that provided for
2 paid vacation. Defendants have failed to pay vested vacation time due to Plaintiff and aggrieved
3 employees at separation from employment in accordance with California law.

4 61. Plaintiff and the Representative Aggrieved Employees are entitled to recover
5 Penalties and attorneys’ fees and costs under Labor Code section 2698, et. seq.

6 **PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

- 8 1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq.;
- 9 2. For reasonable attorneys’ fees and costs; and
- 10 3. For such other and further relief as the Court deems proper.
- 11

12 Dated: October 7, 2025

JAMES HAWKINS APLC

14 By: _____

15 JAMES R. HAWKINS
16 GREGORY MAURO
17 MICHAEL CALVO
18 LAUREN FALK
19 AVA ISSARY

20 Attorneys for Plaintiff ALEJANDRO
21 CARRASCO on behalf of the general public
22 as private attorney general
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