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ELECTRONICALLY FILED

Superior Court of California
County of Sacramento

06/01/2026

By: V. Bloxson Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SACRAMENTO

ROBERT CASTRO, on behalf of the State of
California, as a private attorney general,

Plaintiff,

vs.

ALM CANE CA, LLC, a Limited Liability
Company; CA BAKERSFIELD OPCO LLC,
a Limited Liability Company; ARBOR
LODGING MANAGEMENT, a Corporation;
ARBOR LODGING PARTNERS LLC, a
Limited Liability Company; CA FOLSOM
OPCO LLC, a Limited Liability Company;
CA 199 ARCADIA OPCO LLC, a Limited
Liability Company; CA 27082 FH RANCH
OPCO LLC, a Limited Liability Company;
and DOES 1 through 50, inclusive,

Defendants.

Case No. **26CV013304**

REPRESENTATIVE ACTION
COMPLAINT FOR:

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

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

6 **INTRODUCTION**

7 1. PLAINTIFF brings this action against defendants ALM Cane CA, LLC, CA
8 Bakersfield Opco LLC, Arbor Lodging Management, Arbor Lodging Partners LLC, CA Folsom
9 Opco LLC, CA 199 Arcadia Opco LLC and CA 27082 FH Ranch Opco LLC (referred to as
10 “DEFENDANT”) seeking only to recover PAGA civil penalties on behalf of all current and
11 former aggrieved employees that worked for DEFENDANT. PLAINTIFF does **not seek to**
12 **recover anything other than penalties as permitted by California Labor Code § 2699.** To
13 the extent that statutory violations are mentioned for wage violations, PLAINTIFF does not seek
14 underlying general and/or special damages for those violations, but simply the civil penalties
15 permitted by California Labor Code § 2699.

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

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

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

26 **THE PARTIES**

27 5. ALM Cane CA, LLC (“DEFENDANT”) is a limited liability company that at all
28

1 relevant times mentioned herein conducted and continues to conduct substantial business in
2 California.

3 6. CA Bakersfield Opco LLC ("DEFENDANT") is a limited liability company that
4 at all relevant times mentioned herein conducted and continues to conduct substantial business
5 in California.

6 7. Arbor Lodging Management ("DEFENDANT") is a corporation that at all
7 relevant times mentioned herein conducted and continues to conduct substantial business in
8 California.

9 8. Arbor Lodging Partners LLC ("DEFENDANT") is a limited liability company that
10 at all relevant times mentioned herein conducted and continues to conduct substantial business
11 in California.

12 9. CA Folsom Opco LLC ("DEFENDANT") is a limited liability company that at
13 all relevant times mentioned herein conducted and continues to conduct substantial business in
14 California.

15 10. CA 199 Arcadia Opco LLC ("DEFENDANT") is a limited liability company that
16 at all relevant times mentioned herein conducted and continues to conduct substantial business
17 in California.

18 11. CA 27082 FH Ranch Opco LLC ("DEFENDANT") is a limited liability company
19 that at all relevant times mentioned herein conducted and continues to conduct substantial
20 business in California.

21 12. The entities named in paragraphs 5-11 above (and any DOE entities later named)
22 are the joint employers of PLAINTIFF as evidenced by paycheck, standardized company
23 employment handbooks, by standardized policies and procedures, by the company PLAINTIFF
24 performs work for respectively and are therefore jointly responsible as employers for the
25 conduct alleged herein, and are therefore collectively referred to herein as ("DEFENDANT").

26 13. DEFENDANT owns, operates, and manages a portfolio of several hotels in
27 California.

28 14. PLAINTIFF was employed by DEFENDANT in California from August 1, 2024

1 to June 4, 2025. PLAINTIFF was at all times classified by DEFENDANT as a non-exempt
2 employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and
3 payment of minimum and overtime wages due for all time worked.

4 15. PLAINTIFF, and such persons that may be added from time to time who satisfy
5 the requirements and exhaust the administrative procedures under the Private Attorney General
6 Act, brings this Representative Action on behalf of the State of California with respect to all
7 individuals who are or previously were employed by ALM Cane CA, LLC and/or CA
8 Bakersfield Opco LLC and/or Arbor Lodging Management and/or Arbor Lodging Partners LLC
9 and/or CA Folsom Opco LLC and/or CA 199 Arcadia Opco LLC and/or CA 27082 FH Ranch
10 Opco LLC in California, including any employees staffed with ALM Cane CA, LLC and/or CA
11 Bakersfield Opco LLC and/or Arbor Lodging Management and/or Arbor Lodging Partners LLC
12 and/or CA Folsom Opco LLC and/or CA 199 Arcadia Opco LLC and/or CA 27082 FH Ranch
13 Opco LLC by a third party, and classified as non-exempt employees ("AGGRIEVED
14 EMPLOYEES") during the time period of February 24, 2025 until a date as determined by the
15 Court (the "PAGA PERIOD").

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

24 17. The true names and capacities, whether individual, corporate, subsidiary,
25 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are
26 presently unknown to PLAINTIFF who therefore sues these Defendants by such fictitious
27 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this
28 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when

1 they are ascertained. PLAINTIFF is informed and believes, and based upon that information
2 and belief alleges, that the Defendants named in this Complaint, including DOES 1 through
3 50, inclusive, are responsible in some manner for one or more of the events and happenings
4 that proximately caused the injuries and damages hereinafter alleged.

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

13 14 THE CONDUCT

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

1 recorded time rather than “rounded” time. As a result, PLAINTIFF and the AGGRIEVED
2 EMPLOYEES forfeit minimum wage, overtime wage compensation, and off-duty meal
3 breaks by working without their time being correctly recorded and without compensation at
4 the applicable rates. DEFENDANT’s policy and practice not to pay PLAINTIFF and the
5 AGGRIEVED EMPLOYEES for all time worked, is evidenced by DEFENDANT’s business
6 records.

7 20. As a result of their rigorous work schedules, PLAINTIFF and the
8 AGGRIEVED EMPLOYEES were from time to time unable to take thirty (30) minute off
9 duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF
10 and the AGGRIEVED EMPLOYEES were required from time to time to perform work as
11 ordered by DEFENDANT for more than five (5) hours during some shifts without receiving
12 a meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFF and
13 AGGRIEVED EMPLOYEES with a second off-duty meal period for some workdays in
14 which these employees were required by DEFENDANT to work ten (10) hours of work.
15 DEFENDANT also engaged in the practice of rounding the meal period times to avoid
16 paying penalties to PLAINTIFF and the AGGRIEVED EMPLOYEES. PLAINTIFF and the
17 AGGRIEVED EMPLOYEES therefore forfeit meal breaks without additional compensation
18 and in accordance with DEFENDANT’s corporate policy and practice.

19 21. During the PAGA PERIOD, PLAINTIFF and the AGGRIEVED
20 EMPLOYEES were also required from time to time to work in excess of four (4) hours
21 without being provided ten (10) minute rest periods. Further, these employees were denied
22 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2)
23 to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes
24 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,
25 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10)
26 hours or more from time to time. PLAINTIFF and the AGGRIEVED EMPLOYEES were
27 also not provided with one hour wages in lieu thereof. Additionally, the applicable
28 California Wage Order requires employers to provide employees with off-duty rest periods,

1 which the California Supreme Court defined as time during which an employee is relieved
2 from all work related duties and free from employer control. In so doing, the Court held that
3 the requirement under California law that employers authorize and permit all employees to
4 take rest period means that employers must relieve employees of all duties and relinquish
5 control over how employees spend their time which includes control over the locations
6 where employees may take their rest period. Employers cannot impose controls that prohibit
7 an employee from taking a brief walk - five minutes out, five minutes back. Here,
8 DEFENDANT's policy restricted PLAINTIFF and the AGGRIEVED EMPLOYEES from
9 unconstrained walks and is unlawful based on DEFENDANT's rule which states
10 PLAINTIFF and the AGGRIEVED EMPLOYEES cannot leave the work premises during
11 their rest period.

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

27 23. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
28 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to

1 show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226
2 provides that every employer shall furnish each of his or her employees with an accurate
3 itemized wage statement in writing showing, among other things, gross wages earned and all
4 applicable hourly rates in effect during the pay period and the corresponding amount of time
5 worked at each hourly rate. PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on
6 an hourly basis. As such, the wage statements should reflect all applicable hourly rates
7 during the pay period and the total hours worked, and the applicable pay period in which the
8 wages were earned pursuant to California Labor Code Section 226(a). The wage statements
9 DEFENDANT provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to
10 identify such information. More specifically, the wage statements failed to identify the
11 accurate total hours worked each pay period. When the hours shown on the wage statements
12 were added up, they did not equal the actual total hours worked during the pay period in
13 violation of Cal. Lab. Code 226(a)(2). Aside, from the violations listed above in this
14 paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that
15 lists all the requirements under California Labor Code 226. As a result, DEFENDANT from
16 time to time provided PLAINTIFF and the AGGRIEVED EMPLOYEES with wage
17 statements which violated Cal. Lab. Code § 226.

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

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

26 25. DEFENDANT from time to time failed to pay PLAINTIFF and the
27 AGGRIEVED EMPLOYEES within seven (7) days of the close of the payroll period in
28

1 accordance with Cal. Lab. Code § 204(d), including but not limited to the “Hourly” regular
2 wage payments.

3 26. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF
4 and the AGGRIEVED EMPLOYEES their correct wages and accordingly owe waiting time
5 penalties pursuant to Cal. Lab. Code Section 203.

6 27. The employment of PLAINTIFF and some AGGRIEVED EMPLOYEES has
7 terminated and DEFENDANT has not tendered payment of all wages owed as required by
8 law.

9 **JURISDICTION AND VENUE**

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

12 29. Venue is proper in this Court pursuant to California Code of Civil Procedure,
13 Sections 395.5 and 393, because DEFENDANT operates in locations across California,
14 employs AGGRIEVED EMPLOYEES across California, including in this County, and
15 committed the wrongful conduct herein alleged in this County against AGGRIEVED
16 EMPLOYEES.

17 **FIRST CAUSE OF ACTION**

18 **For Violation of the Private Attorneys General Act**

19 **[Cal. Lab. Code §§ 2698]**

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

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

23 31. PAGA is a mechanism by which the State of California itself can enforce state
24 labor laws through the employee suing under the PAGA who do so as the proxy or agent of
25 the state's labor law enforcement agencies. An action to recover civil penalties under
26 PAGA is fundamentally a law enforcement action designed to protect the public and not to
27 benefit private parties. The purpose of the PAGA is not to recover damages or restitution,
28

1 but to create a means of "deputizing" citizens as private attorneys general to enforce the
2 Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the
3 public interest to allow aggrieved employees, acting as private attorneys general to recover
4 civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA
5 claims cannot be subject to arbitration.

6 32. PLAINTIFF, and such persons that may be added from time to time who
7 satisfy the requirements and exhaust the administrative procedures under the Private
8 Attorney General Act, brings this Representative Action on behalf of the State of California
9 with respect to all individuals who are or previously were employed by ALM Cane CA, LLC
10 and/or CA Bakersfield Opco LLC and/or Arbor Lodging Management and/or Arbor
11 Lodging Partners LLC and/or CA Folsom Opco LLC and/or CA 199 Arcadia Opco LLC
12 and/or CA 27082 FH Ranch Opco LLC in California, including any employees staffed with
13 ALM Cane CA, LLC and/or CA Bakersfield Opco LLC and/or Arbor Lodging Management
14 and/or Arbor Lodging Partners LLC and/or CA Folsom Opco LLC and/or CA 199 Arcadia
15 Opco LLC and/or CA 27082 FH Ranch Opco LLC by a third party, and classified as non-
16 exempt employees ("AGGRIEVED EMPLOYEES") during the time period of February 24,
17 2025 until a date as determined by the Court (the "PAGA PERIOD").

18 33. On February 24, 2026, PLAINTIFF gave written notice by electronic mail to
19 the Labor and Workforce Development Agency (the "Agency") and by certified mail to the
20 employer of the specific provisions of this code alleged to have been violated as required by
21 Labor Code § 2699.3. See **Exhibit #1**, attached hereto and incorporated by this reference
22 herein. The statutory waiting period for PLAINTIFF to add these allegations to the
23 Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now
24 commence a representative civil action under PAGA pursuant to Section 2699 as the proxy
25 of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

26 34. The policies, acts and practices heretofore described were and are an unlawful
27 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the
28 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly

1 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,
2 (d) failed to pay overtime wages and (e) failed to provide wages when due, all in violation of
3 the applicable Labor Code sections listed in Labor Code §§ 201, 202, 203, 204, 210, 226(a),
4 226(a)(2), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, California Code of
5 Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage
6 Order(s), and thereby gives rise to civil penalties as a result of such conduct.¹ PLAINTIFF
7 hereby seeks recovery of only civil penalties as prescribed by the Labor Code Private
8 Attorney General Act of 2004 as the representative of the State of California for the illegal
9 conduct perpetrated on other AGGRIEVED EMPLOYEES.

10
11 **PRAYER FOR RELIEF**

12 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
13 severally, as follows:

14 1. On behalf of the State of California and with respect to other AGGRIEVED
15 EMPLOYEES:

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

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

20 Dated: June 1, 2026 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
21

22 By: /s/ Norman Blumenthal

23 Norman B. Blumenthal
24 Kyle R. Nordrehaug
25 Nicholas J. De Blouw

26 **LAWYERS FOR EMPLOYEE AND
CONSUMER RIGHTS APC**
Robert E. Byrnes (State Bar No. 200761)

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

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Attorneys for Plaintiff

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EXHIBIT 1

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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**WRITERS EXT:
1004**

February 24, 2026
CA3790

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency Online Filing	ALM Cane CA, LLC Certified Mail #9589071052703647148675 CSC - LAWYERS INCORPORATING SERVICE BECKY DEGEORGE 2710 GATEWAY OAKS DRIVE, Suite 150N SACRAMENTO, CA 95833
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Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226(a)(2), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of Robert Castro ("Plaintiff") and all other Aggrieved Employees of ALM Cane CA, LLC and/or CA Bakersfield Opco LLC and/or Arbor Lodging Management and/or Arbor Lodging Partners LLC and/or CA Folsom Opco LLC and/or CA 199 Arcadia Opco LLC and/or CA 27082 FH Ranch Opco LLC ("Defendant"). "Aggrieved Employees" refers to all individuals who are or previously were employed by ALM Cane CA, LLC and/or CA Bakersfield Opco LLC and/or Arbor Lodging Management and/or Arbor Lodging Partners LLC and/or CA Folsom Opco LLC and/or CA 199 Arcadia Opco LLC and/or CA 27082 FH Ranch Opco LLC in California, including any employees staffed with ALM Cane CA, LLC and/or CA Bakersfield Opco LLC and/or Arbor Lodging Management and/or Arbor Lodging Partners LLC and/or CA Folsom Opco LLC and/or CA 199 Arcadia Opco LLC and/or CA 27082 FH Ranch Opco LLC by a third party, and classified as non-exempt employees during the time period of February 24, 2025 until a date as determined by the Court ("PAGA Period").

Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff was employed by Defendant in California from August 1, 2024 to

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July 4, 2025. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock as described further below.

Specifically, Plaintiff was employed by Defendant as an executive chef from August 1, 2024 to July 4, 2025 working at 3625 Marriott Dr, Bakersfield, CA 93308. Plaintiff performed his job duties consisting prepping the food for breakfast and dinner services, ordering the ingredients for each dish, cooking each order that comes in, creating specialty menus, cleaning the entire kitchen, and handling the marketing of the restaurant.

First, Plaintiff was periodically unable to take rest breaks and took many of his meal breaks late, after the 5th hour of work as a result of his strenuous job duties in violation of Cal. Labor Codes Section 226.7, 512 & 1198. Plaintiff prepared sixty (60) to seventy (70) meals per day for Defendant's customers. Because of amount of work that he was required to do on a daily basis, Plaintiff was rarely able to take his rest breaks, and his meal breaks were late, missed, or interrupted from time to time during the PAGA period. Defendant failed to provide the appropriate level of staffing at Plaintiff's work location and as a result, Plaintiff didn't have other chefs to relieve him of his duties forcing Plaintiff to continue preparing all meals even though he should of have been on a meal and/or a rest break. Though Defendant compensated Plaintiff for some of the missed meal and rest breaks, Defendant failed to pay Plaintiff for all his meal and rest break violations during the PAGA Period.

Additionally, Plaintiff alleges that Defendant failed to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the proper overtime/minimum/and meal and rest break premium wages earned which the pay stubs did not. Further, Defendant violated Cal. Lab. Code 226(a)(2) as Defendant allocated non-worked "Sick" and "Vacation" hours to actual regular and overtime hours worked. Defendant knowingly and intentionally failed to include all applicable rates and hours worked and the correct wages owed in violation of Cal. Lab. Code 226(a).

Further, as a result of Plaintiff's job duties, there were also times when Plaintiff, while clocked out for a meal break, continued with his job duties mentioned above. There

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were instances where Plaintiff would clock out for his meal break and keep preparing orders because of the vast quantity of orders coming in and the lack of other chefs to prepare them. Plaintiff had no other chefs who could relieve him. Because of that, Plaintiff would continue working while clocked out for meal breaks. Further, Plaintiff would begin prepping the food prior to clocking in for each meal service. Plaintiff had to ensure the necessary prep work was done not only for the typical food items on the menu, but also for the specialty menu Plaintiff created. After clocking out for the day, Plaintiff had to mop the floors, clean the counters, wash the dishes, and put away the unused food. Plaintiff also worked on the marketing for the restaurant on the weekends to ensure customers would come in. However, Plaintiff was not compensated for this off the clock work. These actions above resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197, 1197.1, & 1198. Further, in violation of Labor Code §§ 204 and 210, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages, including the minimum, overtime and meal and rest break penalties described above. Defendant also paid “RETRO” wages to Plaintiff late in violation of Labor Code §§ 204 and 210.

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Respectfully,

/s/ Nicholas De Blouw

Nicholas De Blouw, Esq.

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February 24, 2026
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Labor and Workforce Development Agency
Online Filing

Arbor Lodging Management
Certified Mail #958907103647148651
CSC - LAWYERS INCORPORATING
SERVICE
801 Adlai Stevenson Drive
Springfield, IL 62703

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Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff was employed by Defendant in California from August 1, 2024 to July 4, 2025. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and

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150N
SACRAMENTO, CA 95833

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/s/ *Nicholas De Blouw*

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July 4, 2025. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock as described further below.

Specifically, Plaintiff was employed by Defendant as an executive chef from August 1, 2024 to July 4, 2025 working at 3625 Marriott Dr, Bakersfield, CA 93308. Plaintiff performed his job duties consisting prepping the food for breakfast and dinner services, ordering the ingredients for each dish, cooking each order that comes in, creating specialty menus, cleaning the entire kitchen, and handling the marketing of the restaurant.

First, Plaintiff was periodically unable to take rest breaks and took many of his meal breaks late, after the 5th hour of work as a result of his strenuous job duties in violation of Cal. Labor Codes Section 226.7, 512 & 1198. Plaintiff prepared sixty (60) to seventy (70) meals per day for Defendant's customers. Because of amount of work that he was required to do on a daily basis, Plaintiff was rarely able to take his rest breaks, and his meal breaks were late, missed, or interrupted from time to time during the PAGA period. Defendant failed to provide the appropriate level of staffing at Plaintiff's work location and as a result, Plaintiff didn't have other chefs to relieve him of his duties forcing Plaintiff to continue preparing all meals even though he should of have been on a meal and/or a rest break. Though Defendant compensated Plaintiff for some of the missed meal and rest breaks, Defendant failed to pay Plaintiff for all his meal and rest break violations during the PAGA Period.

Additionally, Plaintiff alleges that Defendant failed to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the proper overtime/minimum/and meal and rest break premium wages earned which the pay stubs did not. Further, Defendant violated Cal. Lab. Code 226(a)(2) as Defendant allocated non-worked "Sick" and "Vacation" hours to actual regular and overtime hours worked. Defendant knowingly and intentionally failed to include all applicable rates and hours worked and the correct wages owed in violation of Cal. Lab. Code 226(a).

Further, as a result of Plaintiff's job duties, there were also times when Plaintiff, while clocked out for a meal break, continued with his job duties mentioned above. There

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

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699. The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees. If you have any questions of concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ *Nicholas De Blouw*

Nicholas De Blouw, Esq.

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WRITERS E-MAIL:
nick@bamlawca.com

WRITERS EXT:
1004

February 24, 2026
CA3790

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

CA Bakersfield Opco LLC
Certified Mail #9589071052703647148705
CSC - LAWYERS INCORPORATING
SERVICE
BECKY DEGEORGE
2710 GATEWAY OAKS DRIVE, Suite
150N
SACRAMENTO, CA 95833

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

Dear Sir/Madam:

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of Robert Castro (“Plaintiff”) and all other Aggrieved Employees of ALM Cane CA, LLC and/or CA Bakersfield Opco LLC and/or Arbor Lodging Management and/or Arbor Lodging Partners LLC and/or CA Folsom Opco LLC and/or CA 199 Arcadia Opco LLC and/or CA 27082 FH Ranch Opco LLC (“Defendant”). “Aggrieved Employees” refers to all individuals who are or previously were employed by ALM Cane CA, LLC and/or CA Bakersfield Opco LLC and/or Arbor Lodging Management and/or Arbor Lodging Partners LLC and/or CA Folsom Opco LLC and/or CA 199 Arcadia Opco LLC and/or CA 27082 FH Ranch Opco LLC in California, including any employees staffed with ALM Cane CA, LLC and/or CA Bakersfield Opco LLC and/or Arbor Lodging Management and/or Arbor Lodging Partners LLC and/or CA Folsom Opco LLC and/or CA 199 Arcadia Opco LLC and/or CA 27082 FH Ranch Opco LLC by a third party, and classified as non-exempt employees during the time period of February 24, 2025 until a date as determined by the Court (“PAGA Period”).

Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff was employed by Defendant in California from August 1, 2024 to

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July 4, 2025. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock as described further below.

Specifically, Plaintiff was employed by Defendant as an executive chef from August 1, 2024 to July 4, 2025 working at 3625 Marriott Dr, Bakersfield, CA 93308. Plaintiff performed his job duties consisting prepping the food for breakfast and dinner services, ordering the ingredients for each dish, cooking each order that comes in, creating specialty menus, cleaning the entire kitchen, and handling the marketing of the restaurant.

First, Plaintiff was periodically unable to take rest breaks and took many of his meal breaks late, after the 5th hour of work as a result of his strenuous job duties in violation of Cal. Labor Codes Section 226.7, 512 & 1198. Plaintiff prepared sixty (60) to seventy (70) meals per day for Defendant's customers. Because of amount of work that he was required to do on a daily basis, Plaintiff was rarely able to take his rest breaks, and his meal breaks were late, missed, or interrupted from time to time during the PAGA period. Defendant failed to provide the appropriate level of staffing at Plaintiff's work location and as a result, Plaintiff didn't have other chefs to relieve him of his duties forcing Plaintiff to continue preparing all meals even though he should of have been on a meal and/or a rest break. Though Defendant compensated Plaintiff for some of the missed meal and rest breaks, Defendant failed to pay Plaintiff for all his meal and rest break violations during the PAGA Period.

Additionally, Plaintiff alleges that Defendant failed to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the proper overtime/minimum/and meal and rest break premium wages earned which the pay stubs did not. Further, Defendant violated Cal. Lab. Code 226(a)(2) as Defendant allocated non-worked "Sick" and "Vacation" hours to actual regular and overtime hours worked. Defendant knowingly and intentionally failed to include all applicable rates and hours worked and the correct wages owed in violation of Cal. Lab. Code 226(a).

Further, as a result of Plaintiff's job duties, there were also times when Plaintiff, while clocked out for a meal break, continued with his job duties mentioned above. There

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

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699. The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees. If you have any questions of concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ *Nicholas De Blouw*

Nicholas De Blouw, Esq.

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February 24, 2026
CA3790

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

CA Folsom Opco LLC
Certified Mail #9589071052703647148699
CSC - LAWYERS INCORPORATING
SERVICE
BECKY DEGEORGE
2710 GATEWAY OAKS DRIVE, Suite
150N
SACRAMENTO, CA 95833

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Dear Sir/Madam:

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of Robert Castro (“Plaintiff”) and all other Aggrieved Employees of ALM Cane CA, LLC and/or CA Bakersfield Opco LLC and/or Arbor Lodging Management and/or Arbor Lodging Partners LLC and/or CA Folsom Opco LLC and/or CA 199 Arcadia Opco LLC and/or CA 27082 FH Ranch Opco LLC (“Defendant”). “Aggrieved Employees” refers to all individuals who are or previously were employed by ALM Cane CA, LLC and/or CA Bakersfield Opco LLC and/or Arbor Lodging Management and/or Arbor Lodging Partners LLC and/or CA Folsom Opco LLC and/or CA 199 Arcadia Opco LLC and/or CA 27082 FH Ranch Opco LLC in California, including any employees staffed with ALM Cane CA, LLC and/or CA Bakersfield Opco LLC and/or Arbor Lodging Management and/or Arbor Lodging Partners LLC and/or CA Folsom Opco LLC and/or CA 199 Arcadia Opco LLC and/or CA 27082 FH Ranch Opco LLC by a third party, and classified as non-exempt employees during the time period of February 24, 2025 until a date as determined by the Court (“PAGA Period”).

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Respectfully,

/s/ Nicholas De Blouw

Nicholas De Blouw, Esq.

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