

ELECTRONICALLY FILED

Superior Court of California
County of Sacramento

01/15/2025

By: _____ M. Pipe Deputy

Kyung M. Finley (SBN: 262128)
Email: kyung@finleyemplaw.com
Finley Employment Law
2450 Venture Oaks Way, Suite 200
Sacramento, CA 95833
Tel: (916) 612-0326

Renee Amador (SBN 301054)
RENEE AMADOR LAW OFFICE
28328 Agoura Road Suite 203
Agoura Hills, CA 91301
Phone: 818-614-6294
Email: renee@reneeamadorlaw.com

Attorneys for Plaintiff
NICOLÉ HART

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO

NICOLE HART, an individual

Plaintiffs,

v.

ESA MANAGEMENT, LLC, a Delaware limited liability company; EXTENDED STAY AMERICA, INC., a Delaware corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 25CV001209

COMPLAINT FOR DAMAGES:

- 1. **Wrongful Termination in Violation of Public Policy – Constructive Termination;**
- 2. **Discrimination Based on Race (Cal. Gov. Code § 12940, et seq.);**
- 3. **Discrimination Based on Sex/Gender (Cal. Gov. Code § 12940, et seq.);**
- 4. **Hostile Work Environment Sex/Gender Harassment (Cal. Gov. Code § 12940, et seq.);**
- 5. **Hostile Work Environment Race Harassment (Cal. Gov. Code § 12940, et seq.)**
- 6. **Failure to Prevent Discrimination and Harassment (Cal. Gov. Code § 12940, et seq.);**
- 7. **Intentional Infliction of Emotional Distress;**

8. **Failure to Pay Minimum Wages (IWC Wage Order No. 5; Cal. Labor Code §§ 1194, 1194.2, and 1197);**
9. **Failure to Pay Overtime Wages (IWC Wage Order No. 5; Cal. Labor Code §§ 510, 1194, and 1198);**
10. **Failure to Pay All Wages Due Upon Termination and Waiting Time Penalties (Cal. Labor Code §§ 201 and 203);**
11. **Failure to Reimburse Business Expenses (Cal. Labor Code § 2802); and**
12. **Violation of Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 *et seq.*)**

DEMAND FOR JURY TRIAL

1. Plaintiff Nicole Hart (“PLAINTIFF”) files this Complaint for Damages (the “Complaint”) against Defendant ESA Management, LLC (“ESA Management”), Extended Stay America, Inc. (“ESA”), and DOES 1 through 100, inclusive, (collectively, “Extended Stay America” or “DEFENDANTS”) and alleges as follows:

I. NATURE OF THE CASE

2. Extended Stay America operates affordable short- and long-term hotels, with over 700 locations nationwide. Extended Stay America proudly claims that its “spacious suites are designed with *safety, health* and comfort in mind” (emphasis added).

3. In reality, the litany of negative online reviews of the Extended Stay America hotel located at 2810 Gateway Oaks Drive, Sacramento, California 95833 (“ESA South Natomas”) depicts an alarmingly dangerous environment filled with crime and violence.

4. The following are just some examples from hundreds and hundreds of negative reviews: (1) “I’ve stayed in quite a few sketchy places before, but this one took the cake.... I also understand that cheap can sometimes mean sketchy but man was I still shaken up.... When I arrived, *multiple police were there* due to something that had happened before I arrived....” (2) “[B]lood splatters all over the stairs.” (3) “everything hotel is ghetto *bullet casing on the ground* and active prostitution is going on.” (4) “*blood on the concrete* in front of a room.” (5) “*We*

1 ***made it out alive[.]*** The amount of transient people living and using drugs on sight [sic] was
2 unbelievable.... WOW. WE FELT UNSAFE!!” (6) “Too many homeless staying under the
3 stairs playing with ***long pocket knife.***” (7) “***Heavy Domestic Violence all night.***” (8) “If ya
4 wanna find hookers and drugs this place is GREAT.... I called 911 cuz I was wondering if
5 someone was dead, I was told by the cops, ‘this is normal at this place’ ***If you are cool***
6 ***staying in a crime ridden shit hole...this might be the place for you.***” (emphases added)

7 5. PLAINTIFF, an African-American female, began her employment with
8 DEFENDANTS as a Housekeeping Attendant. PLAINTIFF was later transferred to the position
9 of Night Guest Laundry Attendant – a position that came with the added responsibility of
10 managing the front desk.

11 6. During PLAINTIFF’s employment with DEFENDANTS, ESA South Natomas
12 was synonymous with crime and violence: plagued by stabbings, attempted stabbings, arson,
13 robbery, drug dealing, prostitution, murder threats, drug overdose-related deaths, domestic
14 violence, and physical altercations. PLAINTIFF called the police over 30 times. At all relevant
15 times, PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS were
16 fully aware of the crime, violence, threats of violence, and gender-based harassment and violence
17 towards PLAINTIFF and the other African-American female employees at ESA South Natomas.
18 PLAINTIFF is further informed and believes, and thereon alleges, that numerous written police
19 reports memorialize these crimes, violence, threats of violence, and gender-based harassment and
20 violence.

21 7. DEFENDANTS regularly required PLAINTIFF – who often worked alone and at
22 night – to manage the complaints, frustrations, and crises of a guest population composed mostly
23 of transient individuals; individuals struggling with drugs and/or alcohol; individuals with mental
24 illnesses or psychiatric disabilities; and registered sex offenders. At all relevant times, ESA
25 South Natomas had a low vacancy rate and 143 rooms – which only compounded the challenges
26 of PLAINTIFF’s job.

27 ///

1 8. During her employment with DEFENDANTS, PLAINTIFF frequently
2 complained to Extended Stay America about the crimes, violence, threats of violence, and
3 gender-based harassment and violence at ESA South Natomas. For instance, on numerous
4 occasions, PLAINTIFF informed Extended Stay America that she did not feel safe and urged
5 Extended Stay America to station a 24-hour, on-site security guard at ESA South Natomas.
6 Likewise, other African-American female employees at ESA South Natomas frequently
7 complained to Extended Stay America about the crimes, violence, threats of violence, and
8 gender-based harassment and violence at ESA South Natomas. DEFENDANTS ignored these
9 complaints.

10 9. PLAINTIFF's pleas were echoed by her family, who feared for PLAINTIFF's
11 safety. After a guest threatened to stab PLAINTIFF with a knife, PLAINTIFF's nephew – also
12 an employee at ESA South Natomas – began staying with PLAINTIFF after his shift to ensure
13 she was not left alone at work. Similarly, PLAINTIFF's fiancé would visit PLAINTIFF at work
14 if she did not answer her cell phone, out of concern for her safety. Oftentimes, PLAINTIFF's
15 fiancé would sit in his car in the ESA South Natomas parking lot during her shifts – just in case.

16 10. What makes the situation even more egregious and unlawful is the disparity in
17 DEFENDANTS' treatment of ESA South Natomas employees vis-à-vis employees at other
18 Extended Stay America hotels in the region. Specifically, in violation of the Fair Employment
19 and Housing Act (the "FEHA"), Extended Stay America discriminated against PLAINTIFF and
20 the other African-American female employees working at the front desk at ESA South Natomas
21 (hereinafter, the "African-American Female Front Desk Employees") in the terms and conditions
22 of their employment by forcing them to work in dangerous, sometimes life-threatening,
23 conditions without even the most basic safety measures in place.

24 11. In stark contrast, Extended Stay America implemented *significantly stronger*
25 safety measures – including a 24-hour, on-site security guard – for its non-African-American
26 employees working at the front desk at other Extended Stay America hotels in Sacramento
27 County and Placer County. Extended Stay America did so even though these other hotels
28

1 experienced *substantially fewer* incidents of crime, violence, and threats of violence.

2 PLAINTIFF is informed and believes, and thereon alleges, that at all relevant times, the
3 employees who worked at the front desk at these other Extended Stay America hotels were not
4 predominantly African-American.

5 12. DEFENDANTS’ discriminatory practices repeatedly and unnecessarily exposed
6 PLAINTIFF and the other African-American Female Front Desk Employees to crime, violence,
7 threats of violence, and gender-based harassment and violence.

8 13. PLAINTIFF is informed and believes, and thereon alleges, that Extended Stay
9 America discriminated against PLAINTIFF and the other African-American Female Front Desk
10 Employees because in Extended Stay America’s view, African-American female employees are
11 less worthy of protection than non-African American female employees.

12 14. PLAINTIFF is also informed and believes, and thereon alleges, that Extended
13 Stay America relied on pernicious stereotypes, *i.e.*, that African-American female employees are
14 “tougher,” more suited to such dangerous environments; and/or accustomed to dealing with
15 crime and violence.

16 15. Extended Stay America’s unlawful discriminatory practices and unlawful
17 discriminatory treatment of PLAINTIFF and the other African-American Female Front Desk
18 Employees culminated in tragedy on the evening of November 10, 2024. That evening, an
19 intoxicated man became enraged at PLAINTIFF after she denied him access to a room that he
20 claimed was his (despite not being listed as a guest). (In managing the front desk, PLAINTIFF
21 was prohibited from permitting access to individuals who are not listed as a guest in
22 DEFENDANTS’ system.) PLAINTIFF called the police.

23 16. While PLAINTIFF was on the phone with the police dispatcher, PLAINTIFF’s
24 fiancé arrived to drop off food for PLAINTIFF, who was the only employee working at ESA
25 South Natomas at that time. Shortly thereafter, the intoxicated man stabbed PLAINTIFF’s
26 fiancé in the neck (hereinafter, the “November 10, 2024 Murder”). PLAINTIFF tried to stop the
27 bleeding with bed sheets and towels in the front desk area – but there was so much blood that it
28

1 made no difference.

2 17. PLAINTIFF's fiancé was taken to the hospital, and PLAINTIFF learned around
3 2:00 a.m. that night that her fiancé had died from the stabbing.

4 18. On December 2, 2024, DEFENDANTS constructively terminated PLAINTIFF's
5 employment. The last day that PLAINTIFF ever provided any services to DEFENDANTS was
6 November 10, 2024, the day of the murder.

7 19. By repeatedly and callously exposing PLAINTIFF and the other African-
8 American Female Front Desk Employees to dangerous, sometimes life-threatening, conditions
9 without even the most basic safety measures in place and by engaging in unlawful
10 discrimination, Extended Stay America demonstrated a shocking disregard of its legal
11 obligations.

12 **II. THE PARTIES**

13 20. At all relevant times, PLAINTIFF, an African-American female, resided and
14 worked in Sacramento County, California and was an employee of Extended Stay America.

15 21. At all relevant times, PLAINTIFF is informed and believes, and thereon alleges,
16 that Defendant ESA Management, LLC was and is a Delaware limited liability company with its
17 principal office located at 13024 Ballantyne Corporate Place, Suite 1000, Charlotte, North
18 Carolina 28277 and that it owns, operates, manages and does business as Extended Stay America
19 – Sacramento – South Natomas located at 2810 Gateway Oaks Drive, Sacramento, California
20 95833.

21 22. At all relevant times, PLAINTIFF is informed and believes, and thereon alleges,
22 that Defendant Extended Stay America, Inc. was and is a Delaware corporation with its principal
23 office located at 13024 Ballantyne Corporate Place, Suite 1000, Charlotte, North Carolina 28277
24 and that it owns, operates, manages and does business as Extended Stay America – Sacramento –
25 South Natomas located at 2810 Gateway Oaks Drive, Sacramento, California 95833.

26 ///

27 ///

1 23. According to their website, Extended Stay America is “a hospitality company that
2 goes beyond the basics of just simple accommodations. We pride ourselves in focusing on long-
3 term stays.... Our spacious suites are designed with *safety, health* and comfort in mind”
4 (emphasis added).

5 24. At all relevant times, Extended Stay America was and is an “employer” within the
6 meaning of the California Labor Code and the FEHA.

7 25. Extended Stay America employed supervisors and managing agents, as well as
8 Human Resources supervisors and managing agents (including District Manager Vanessa
9 Maldonado) who contributed to the unlawful employment practices alleged herein and are
10 accordingly in some manner responsible for PLAINTIFF’s injuries.

11 26. PLAINTIFF does not know the true names and capacities of the defendants sued
12 herein as DOES 1 through 100, inclusive, and therefore sues such defendants by such fictitious
13 names. PLAINTIFF is informed and believes, and thereon alleges, that each of the defendants
14 sued as DOES 1 through 100 participated in and/or is responsible in some manner for the
15 wrongful conduct described herein, and that PLAINTIFF’s injuries alleged herein were
16 proximately caused by such defendants’ actions. Pursuant to California Civil Code section 474,
17 PLAINTIFF will amend her Complaint to allege such defendants’ true names and capacities
18 when ascertained.

19 27. Unless otherwise indicated, each defendant sued herein is the agent, co-
20 conspirator, co-employer, dual employer, joint employer, joint venturer, partner, and/or
21 employee of every other defendant and, as alleged, has been acting within the course and scope
22 of said agency, conspiracy, joint venture, partnership, co-employment, dual employment, joint
23 employment, and/or employment, with the knowledge and/or consent of co-defendants, and each
24 of them. PLAINTIFF is informed and believe, and thereon alleges, that each defendant has
25 authorized and/or ratified the acts and omissions of each of the remaining defendants.
26 PLAINTIFF is also informed and believes, and thereon alleges, that defendants, and each of
27 them, aided and abetted the acts and omissions of each and all other defendants in proximately
28

1 causing the injuries alleged herein. The acts of any and all defendants were in accordance with
2 and represent the official policy of ESA Management and ESA.

3 28. DEFENDANTS are responsible, jointly and severally, for the events and injuries
4 alleged herein and caused damages to PLAINTIFF, as alleged herein.

5 29. The conduct of ESA Management and ESA were undertaken by their directors,
6 officers, managing agents, and other persons responsible for the supervision of employees and
7 for the drafting and implementation of policies as well as for other managerial decisions. The
8 conduct of the directors, officers, managing agents, and other persons was on behalf of ESA
9 Management and ESA.

10 **III. JURISDICTION AND VENUE**

11 30. This Court has jurisdiction over this action pursuant to the California
12 Constitution, Article VI, section 10.

13 31. Venue is proper in the County of Sacramento, pursuant to California Code of
14 Civil Procedure section 395.5, because PLAINTIFF's employment was performed in the County
15 of Sacramento and because the alleged legal violations occurred there.

16 32. This Court has jurisdiction to adjudicate PLAINTIFF's claims under the FEHA
17 pursuant to California Government Code section 12965(c)(3) because DEFENDANTS
18 committed the alleged unlawful practices in this county.

19 33. This Court has personal jurisdiction over DEFENDANTS because
20 DEFENDANTS employed PLAINTIFF in the County of Sacramento and because
21 DEFENDANTS' alleged acts giving rise to liability occurred in this county.

22 **IV. EXHAUSTION OF ADMINISTRATIVE REMEDIES**

23 34. On or about January 14, 2025, PLAINTIFF filed a Complaint of Employment
24 Discrimination with the California Civil Rights Department (the "CRD"), alleging discrimination
25 based on race and sex/gender and harassment based on race and sex/gender by ESA Management
26 and ESA. PLAINTIFF received an immediate Right-to-Sue notice from the CRD on January 14,
27 2025 (see attached **Exhibit A**). Accordingly, PLAINTIFF exhausted her administrative
28

1 remedies with respect to her claims arising under the FEHA.

2 **V. PROCEDURAL ALLEGATIONS**

3 35. PLAINTIFF will file a Private Attorneys General Act (“PAGA”) notice seeking
4 penalties for violations of California Labor Code §§ 6400(a), 6401, 6402, 6403, and 6404 against
5 DEFENDANTS on behalf of herself and all other employees working at ESA South Natomas
6 within the past year who were subjected to the dangerous, sometimes life-threatening, work
7 environment described herein. Upon satisfying the exhaustion requirements outlined in
8 California Labor Code section 2699.3, PLAINTIFF will amend this Complaint to add a cause of
9 action under PAGA.

10 **VI. STATEMENT OF FACTS**

11 **A. DEFENDANTS’ Discriminatory Practices Repeatedly Expose PLAINTIFF and the**
12 **Other African-American Female Front Desk Employees to Crime, Violence, Threats**
13 **of Violence, and Gender-Based Harassment and Violence.**

14 36. Around February 2023, PLAINTIFF began her employment with DEFENDANTS
15 as a Housekeeping Attendant at ESA South Natomas.

16 37. Around August 2023, Extended Stay America transferred PLAINTIFF to the
17 position of Night Guest Laundry Attendant at ESA South Natomas. In this position, PLAINTIFF
18 was tasked with managing the front desk, doing the laundry, and performing housekeeping
19 duties. Despite DEFENDANTS’ knowledge of ESA South Natomas’s violent and dangerous
20 environment, DEFENDANTS required PLAINTIFF to work at the front desk without even the
21 most basic safety measures in place, such as plexiglass or a 24-hour, on-site security guard.

22 38. Working alone at the front desk was much more dangerous than doing the laundry
23 or performing housekeeping duties because PLAINTIFF was required to repeatedly interact with
24 ESA South Natomas’s guests, which mostly consisted of transient individuals, individuals with
25 mental illnesses or psychiatric disabilities, and individuals struggling with drug and/or alcohol
26 addiction. Among other things, DEFENDANTS also directed PLAINTIFF to physically evict
27 guests (including male guests), to do welfare checks, and to investigate and address guest
28 complaints and conflicts – thereby further placing PLAINTIFF in dangerous situations.

1 39. DEFENDANTS provided no meaningful training, no support, and no protection.
2 The “training” provided by DEFENDANTS was limited to “virtual” sessions on a tablet.

3 40. During her employment with DEFENDANTS, PLAINTIFF called the police
4 department over 30 times in response to criminal activity, violence, threats of violence, or
5 gender-based harassment and violence at ESA South Natomas. On several of those occasions,
6 responding police officers stated that DEFENDANTS *should hire a security guard*. Many
7 times, the police failed to even come at all to ESA South Natomas in response to PLAINTIFF’s
8 telephone calls, or when they did, it was often three or four hours after PLAINTIFF’s call.

9 41. Because PLAINTIFF routinely faced dangerous, sometimes life-threatening,
10 situations at ESA South Natomas, she usually felt unsafe while at work. On numerous
11 occasions, she waited alone at night for police to arrive in response to criminal activity, violence,
12 threats of violence, or gender-based harassment and violence.

13 42. PLAINTIFF repeatedly informed DEFENDANTS that she did not feel safe.
14 PLAINTIFF and the other African-American Female Front Desk Employees also repeatedly
15 asked DEFENDANTS to hire a 24-hour, on-site security guard for ESA South Natomas.

16 43. Rather than hiring a 24-hour, on-site security guard, DEFENDANTS’ “advice” to
17 PLAINTIFF when she felt unsafe was for PLAINTIFF to lock herself in the back office.
18 However, at all relevant times, this back office lacked both a lock and door handle. It was only
19 after the November 10, 2024 Murder that DEFENDANTS finally installed a lock and door
20 handle for that back office – a measure that came far too late.

21 44. At all relevant times, DEFENDANTS had actual knowledge of the crimes,
22 violence, threats of violence, and gender-based harassment and violence; the numerous incidents
23 of domestic violence; and the widespread, illegal drug dealing and prostitution occurring at ESA
24 South Natomas, among other things. DEFENDANTS were made aware of these facts through
25 reports from PLAINTIFF and the other African-American Female Front Desk Employees who
26 experienced, witnessed, and/or were subjected to such activities. DEFENDANTS also
27 maintained security cameras at ESA South Natomas and required their employees to record all
28

1 incidents in a written log for management’s review.

2 45. Instead of addressing the crime, violence, threats of violence, and gender-based
3 harassment and violence at ESA South Natomas, DEFENDANTS consistently minimized,
4 downplayed, or outright ignored the crime, violence, threats of violence, and gender-based
5 harassment and violence. PLAINTIFF is informed and believes, and thereon alleges, that
6 DEFENDANTS’ disregard stemmed from their belief that African-American female employees
7 are less worthy of protection than non-African American female employees.

8 46. PLAINTIFF is also informed and believes, and thereon alleges, that Extended
9 Stay America relied on pernicious stereotypes, *i.e.*, that African-American female employees are
10 “tougher;” more suited to such dangerous environments; and/or accustomed to dealing with
11 crime and violence.

12 47. As a result, PLAINTIFF and the other African-American Female Front Desk
13 Employees were regularly exposed to crime, violence, threats of violence, and gender-based
14 harassment and violence. For instance, during PLAINTIFF’s employment with DEFENDANTS,
15 the following occurred at ESA South Natomas:

- 16 (a) At least three robberies occurred onsite.
- 17 (b) A male guest was stabbed multiple times. In the aftermath, DEFENDANTS ordered
18 PLAINTIFF to clean up the bloodied crime scene. No hazmat or any other protective
19 gear was offered to her, despite the obvious biohazards.
- 20 (c) The parking lot and hotel rooms of ESA South Natomas were a hub for open,
21 unchecked drug dealing.
- 22 (d) Prostitution was equally pervasive. Individuals who obviously looked like
23 “prostitutes” and “pimps” freely roamed ESA South Natomas, entering and exiting
24 rooms with impunity.
- 25 (e) A guest – who appeared to be under the influence of drugs – threatened to electrocute
26 himself with a blow dryer. Toward that end, he flooded his bathroom, causing water
27 to flood the room below.
- 28

- 1 (f) During a party thrown by one of the guests, gunshots were fired, causing everyone to
2 panic and flee in a frenzy.
- 3 (g) DEFENDANTS ordered PLAINTIFF to conduct a welfare check, during which
4 PLAINTIFF discovered a guest who had died from a drug overdose.
- 5 (h) PLAINTIFF's then-manager found a deceased guest in a vehicle parked in ESA
6 South Natomas's parking lot.
- 7 (i) A guest died after his car fell on top of him in the ESA South Natomas parking lot.
- 8 (j) A male guest was shot at ESA South Natomas. A 14-year-old girl – who was living
9 in one of the rooms with her mother – pressed a towel to his wound until the
10 ambulance arrived.
- 11 (k) A guest threatened to stab one of PLAINTIFF's co-workers – who is also an African-
12 American female, like PLAINTIFF – with a knife.
- 13 (l) A long-term male guest at ESA South Natomas routinely terrorized PLAINTIFF and
14 the other African-American Female Front Desk Employees. His threats were explicit
15 and violent: "I'm going to kill you!" "I'm going to kill all the women!" He would
16 ask other men, "Will you help me kill the women at the front desk?" (or words to that
17 effect). This guest also regularly laid out multiple knives on his bed and would show
18 off to others a book with Satanic themes.
- 19 (m) A long-term guest attempted to sic her pit bull on PLAINTIFF. PLAINTIFF is
20 informed and believes, and thereon alleges, that this guest continues to reside at ESA
21 South Natomas despite her obviously dangerous tendencies.
- 22 (n) A registered sex offender resided long-term at ESA South Natomas, but management
23 never alerted PLAINTIFF – a female who often worked alone at night – of this fact.
24 This registered sex offender frequently brought women, who often appeared to be
25 prostitutes and under the influence of drugs, to his room. PLAINTIFF regularly
26 heard screaming from his room.

27 ///

- 1 (o) One night, PLAINTIFF witnessed the registered sex offender physically assault his
2 female companion, who claimed that he had robbed her. The police arrested the
3 registered sex offender that night, but he was jailed for only two days and returned to
4 ESA South Natomas after his release.
- 5 (p) The registered sex offender often walked around the common areas of ESA South
6 Natomas wearing nothing but a loosely tied bathrobe or boxer shorts, even though
7 many children lived at ESA South Natomas, including homeless children (and their
8 families) housed at ESA South Natomas by the Natomas Unified School District.
9 DEFENDANTS finally evicted the registered sex offender a few weeks after the
10 November 10, 2024 Murder.
- 11 (q) On or about October 24 or 25, 2024, someone set fire to a room. After the fire
12 department extinguished the fire, PLAINTIFF was instructed to inspect the room
13 every 30 minutes for “hot spots” – localized areas where residual heat or smoldering
14 combustion could reignite the fire. During one of these inspections, PLAINTIFF
15 encountered two men inside – one of whom had cans of butane. Upon seeing
16 PLAINTIFF, they verbally threatened and swore at PLAINTIFF.
- 17 (r) There were many, many incidents of domestic violence and physical altercations.
- 18 (s) In 2023, a female guest ran out of a room in Building 2 of ESA South Natomas and
19 toward PLAINTIFF, yelling, “He’s trying to kill me!” (or words to that effect). The
20 female guest’s male partner pursued PLAINTIFF and the female guest, and then he
21 threatened to stab PLAINTIFF while waving a knife in PLAINTIFF’s face.
22 PLAINTIFF is informed and believes, and thereon alleges, that there is a police report
23 regarding this attempted stabbing.
- 24 (t) Despite the seriousness of this crime and despite reporting the attempted stabbing to
25 management, PLAINTIFF is informed and believes, and thereon alleges, that no
26 representatives from Extended Stay America’s corporate office ever visited ESA
27 South Natomas to address the matter or even to check on PLAINTIFF’s well-being.
28

1 48. In sum, at all relevant times, the conditions at ESA South Natomas were a far cry
2 from the “safe[]” and “comfort[able]” hotel that Extended Stay America touts itself as offering.

3 49. Extended Stay America did nothing to stop or prevent the unlawful gender-based
4 harassment and violence or threats against PLAINTIFF and the other African-American Female
5 Front Desk Employees described above. Nor did Extended Stay America take any reasonable
6 steps to address the credible threats of violence in the workplace.

7 50. In violation of the FEHA, DEFENDANTS discriminated against PLAINTIFF and
8 the other African-American Female Front Desk Employees in the terms and conditions of their
9 employment by forcing them to work in dangerous, sometimes life-threatening, conditions
10 without even the most basic safety measures in place, such as a 24-hour, on-site security guard, a
11 safe room, or plexiglass. For instance, during PLAINTIFF’s employment with DEFENDANTS,
12 Extended Stay America provided unarmed security guards at ESA South Natomas only on
13 Fridays and Saturdays from 7:00 p.m. to 3:00 a.m. At all other times, no security guards (armed
14 or unarmed) were provided. This meant that PLAINTIFF, a female, was frequently the sole
15 employee at night dealing with hundreds of guests – most of whom were transient individuals;
16 individuals struggling with drugs and/or alcohol; individuals with mental illnesses or psychiatric
17 disabilities; or registered sex offenders.

18 51. In stark contrast, Extended Stay America implemented *significantly stronger*
19 safety measures – including a 24-hour, on-site security guard – for its non-African-American
20 employees working at the front desk at other Extended Stay America hotels in Sacramento
21 County and Placer County. Extended Stay America did so even though these other hotels
22 experienced *substantially fewer* incidents of crime, violence, and threats of violence.

23 PLAINTIFF is informed and believes, and thereon alleges, that at all relevant times, the
24 employees who worked at the front desk at these other Extended Stay America hotels were
25 predominantly non-African-American.

26 ///

27 ///

1 52. Through their discriminatory practices – such as failing to implement even the
2 most basic safety measures like a 24-hour, on-site security guard, a safe room, or plexiglass –
3 DEFENDANTS significantly altered the terms and conditions of employment for PLAINTIFF
4 and the other African-American Female Front Desk Employees, resulting in an adverse
5 employment action. PLAINTIFF and the other African American Female Front Desk
6 Employees were deprived of the opportunity to work in conditions equally safe to the conditions
7 in which their non-African American counterparts worked at other Extended Stay America
8 hotels. PLAINTIFF and the other African American Female Front Desk Employees were in
9 constant fear for their personal safety at work, and as a result, many, like PLAINTIFF, were
10 constructively terminated from their employment.

11 53. DEFENDANTS’ policy and practice (*e.g.*, of failing to implement even the most
12 basic safety measures like a 24-hour, on-site security guard, a safe room, or plexiglass) were
13 implemented by decisionmakers with substantial and independent authority over policies and
14 practices at all of DEFENDANTS’ hotels and places of business.

15 54. At all relevant times, Vanessa Maldonado (“Ms. Maldonado”), District Manager,
16 was a managing agent of DEFENDANTS. Ms. Maldonado was fully aware of the alarming rates
17 of crime, violence, threats of violence, and gender-based harassment and violence at ESA South
18 Natomas – and that those rates were far higher than those at other Extended Stay America hotels
19 in Sacramento County and Placer County.

20 55. PLAINTIFF is informed and believes, and thereon alleges, that during
21 PLAINTIFF’s employment with DEFENDANTS, Extended Stay America received funding from
22 government programs such as HeartLand Child & Family Services (“Heartland”), which serves
23 the mental health needs of children and families in Sacramento. PLAINTIFF is also informed
24 and believes, and thereon alleges, that in exchange for these government funds, Heartland
25 imposed specific compliance requirements on Extended Stay America.

26 ///

27 ///

1 56. However, PLAINTIFF is further informed and believes, and thereon alleges, that
2 DEFENDANTS failed to meet these compliance requirements, thereby exacerbating the already
3 unstable living conditions of Heartland clients, many of whom suffer from severe mental
4 illnesses. Amid this neglect, DEFENDANTS forced PLAINTIFF and the other African-
5 American Female Front Desk Employees – who earned a mere \$16 to \$16.50 per hour – to bear
6 the burden of managing complaints, frustrations, altercations, and crises from a vulnerable and
7 mentally ill population. DEFENDANTS provided no meaningful training, no support, and no
8 protection to equip PLAINTIFF and the other African-American Female Front Desk employees
9 to safely and effectively manage individuals with severe mental illnesses.

10 57. PLAINTIFF is also informed and believes, and thereon alleges, that during her
11 employment with DEFENDANTS, Extended Stay America received funding from Turning Point
12 Community Programs (“Turning Point”), a nonprofit organization providing mental health
13 services to individuals with psychiatric disabilities. PLAINTIFF is further informed and
14 believes, and thereon alleges, that numerous Turning Point clients resided at ESA South
15 Natomas. Here as well, DEFENDANTS provided no meaningful training, no support, and no
16 protection to equip PLAINTIFF and the other African-American Female Front Desk employees
17 to safely and effectively manage individuals with psychiatric disabilities.

18 58. At all relevant times, many of the approximately 143 rooms at ESA South
19 Natomas were infested with rats, roaches, bedbugs, and flies. ESA South Natomas’s appalling
20 conditions triggered constant complaints from a guest population that primarily consisted of
21 transient individuals, individuals with mental illnesses or psychiatric disabilities, individuals
22 under the influence of drugs and/or alcohol, and registered sex offenders – many of whom were
23 prone to engage in criminal activity, violence, and/or threats of violence. Yet, Extended Stay
24 America forced PLAINTIFF and the other African-American Female Front Desk Employees to
25 manage these numerous complaints with no meaningful training, no support, and no protection.

26 ///

27 ///

1 59. Extended Stay America turned a blind eye, leaving PLAINTIFF and the other
2 African-American Female Front Desk Employees exposed to dangerous, sometimes life-
3 threatening, conditions and a volatile guest population.

4 **B. The November 10, 2024 Murder**

5 60. On the evening of Sunday, November 10, 2024, PLAINTIFF was the only
6 employee working at ESA South Natomas. No security guard was on the premises.

7 61. That evening, an intoxicated man became enraged at PLAINTIFF after she denied
8 him access to a room that he claimed was his (despite not being listed as a guest). (In managing
9 the front desk, PLAINTIFF was prohibited from permitting access to individuals who are not
10 listed as a guest in DEFENDANTS' system.) PLAINTIFF called the police.

11 62. While PLAINTIFF was on the phone with the police dispatcher, PLAINTIFF's
12 fiancé arrived to drop off food for PLAINTIFF. Shortly thereafter, the intoxicated man stabbed
13 PLAINTIFF's fiancé in the neck (the "November 10, 2024 Murder"). PLAINTIFF tried to stop
14 the bleeding with bed sheets and towels in the front desk area – but there was so much blood that
15 it made no difference. PLAINTIFF's fiancé was taken to the hospital, and PLAINTIFF learned
16 around 2:00 a.m. that night that her fiancé had died from the stabbing.

17 63. The November 10, 2024 Murder left PLAINTIFF deeply traumatized and in
18 shock. In response, Extended Stay America displayed a callous and business-as-usual attitude,
19 treating the tragedy as little more than a disruption to routine operations. For example, on
20 November 13, 2024 – just three days after the November 10, 2024 Murder – Nadia Herrera
21 ("Ms. Herrera"), a Human Resources Representative at Extended Stay America, contacted
22 PLAINTIFF and offered a counseling session to PLAINTIFF at ESA South Natomas (*i.e., the*
23 *scene of the crime*).

24 64. Later that day (November 13, 2024), PLAINTIFF texted Ms. Herrera, stating:
25 "[T]o be honest *I'm not gonna be able to come to that hotel tomorrow. I can't relive this again.*
26 I keep reliving and reliving so if it's somewhere else we can meet I'll do that but come in [sic]
27 there I cannot" (emphasis added). Ms. Herrera replied later that day: "I understand. We do have
28

1 a counselor coming to the hotel [ESA South Natomas] if you wish to speak with him.”

2 65. PLAINTIFF is informed and believes, and thereon alleges, that soon after the
3 November 10, 2024 Murder, Extended Stay America finally hired a full-time security guard for
4 ESA South Natomas – an action that Extended Stay America was legally obligated to take well
5 before the November 10, 2024 Murder. Extended Stay America’s delayed action epitomizes the
6 phrase, “too little, too late.”

7 66. Shortly after the November 10, 2024 Murder, Ms. Maldonado informed some
8 ESA South Natomas employees that Extended Stay America would provide training on how to
9 de-escalate dangerous situations. However, as of the date of this Complaint, PLAINTIFF is
10 informed and believes, and thereon alleges, that Extended Stay America has yet to provide any
11 such training.

12 67. On December 2, 2024, DEFENDANTS constructively terminated PLAINTIFF’s
13 employment. The last day that PLAINTIFF ever provided any services to DEFENDANTS was
14 November 10, 2024, the day of the murder.

15 **C. Extended Stay America Violates California’s Wage and Hour Laws.**

16 68. During her employment with DEFENDANTS, PLAINTIFF incurred work-related
17 expenses in direct consequence of the discharge of her duties with Extended Stay America.

18 69. At the direction of DEFENDANTS, and/or with their knowledge and
19 acquiescence, PLAINTIFF regularly used her cell phone to communicate with DEFENDANTS
20 in the performance of necessary work-related duties. However, in violation of California Labor
21 Code section 2802, DEFENDANTS failed to pay for any portion of PLAINTIFF’s monthly cell
22 phone bill.

23 70. At all relevant times, in violation of the Industrial Welfare Commission (“IWC”)
24 Wage Order No. 5 and California Labor Code section 1197, DEFENDANTS regularly required
25 PLAINTIFF to work without paying at least minimum wages for PLAINTIFF’s work.
26 DEFENDANTS failed to pay PLAINTIFF for all the hours that she worked, including hours
27 reflected in her timecards and hours that are not reflected in her timecards.

1 71. At all relevant times, PLAINTIFF regularly worked more than eight (8) hours in a
2 workday or more than forty (40) hours in a workweek. However, in violation of the IWC Wage
3 Order No. 5 and California Labor Code section 510, DEFENDANTS failed to pay overtime
4 compensation to PLAINTIFF when she worked overtime. DEFENDANTS failed to pay
5 PLAINTIFF for all the overtime hours that she worked, including overtime hours reflected in her
6 timecards and overtime hours that are not reflected in her timecards.

7 72. California Labor Code section 201 provides that “[i]f an employer discharges an
8 employee, the wages earned and unpaid at the time of discharge are due and payable
9 immediately.” California Labor Code section 203 provides that where an employer willfully
10 fails to pay a discharged employee all wages due as required under the California Labor Code,
11 the employer is liable to such employee under California Labor Code section 203 for waiting
12 time penalties in the amount of one (1) day’s compensation at the employee’s daily rate of pay
13 for each day the wages are withheld, up to thirty (30) days. In violation of California Labor
14 Code section 201, DEFENDANTS failed to pay PLAINTIFF’s earned wages (including
15 minimum wages and overtime wages) on her employment termination date and accordingly owes
16 PLAINTIFF waiting time penalties under California Labor Code section 203.

17 73. DEFENDANTS’ corporate policy, practice, and procedure of, among other
18 things, failing to pay minimum and overtime wages, was for the purpose of intentionally
19 avoiding the payment of wages required by California law. This allowed DEFENDANTS to
20 reap unfair benefits, illegal competitive advantage, and illegal profits at the expense of
21 PLAINTIFF and the general public. DEFENDANTS accordingly violated California Business
22 and Professions Code section 17200.

23 **FIRST CAUSE OF ACTION**
24 **Wrongful Termination in Violation of Public Policy – Constructive Termination**
 (PLAINTIFF Against All DEFENDANTS)

25 74. PLAINTIFF re-alleges and incorporates by reference Paragraphs 1 through 73, as
26 though fully set forth herein.

27 75. PLAINTIFF was employed by ESA Management and ESA.
28

1 76. DEFENDANTS constructively terminated PLAINTIFF’s employment.

2 77. As set forth herein, DEFENDANTS, and each of them, constructively terminated
3 PLAINTIFF’s employment in violation of various fundamental public policies of the State of
4 California. These fundamental public policies are embodied in, *inter alia*, the following statutes,
5 codes, and regulations: Cal. Gov. Code section 12940(a) (It is an unlawful employment practice
6 “[f]or an employer, because of the race...of any person,...to discharge the person from
7 employment..., or to discriminate against the person in compensation or in terms, conditions, or
8 privileges of employment...”); California Labor Code section 6400(a) (“Every employer shall
9 furnish employment and a place of employment that is safe and healthful for the employees
10 therein.”); California Labor Code section 6401 (“Every employer shall furnish and use safety
11 devices and safeguards, and shall adopt and use practices, means, methods, operations, and
12 processes which are reasonably adequate to render such employment and place of employment
13 safe and healthful. Every employer shall do every other thing reasonably necessary to protect the
14 life, safety, and health of employees.”); California Labor Code section 6402 (“No employer shall
15 require, or permit any employee to go or be in any employment or place of employment which is
16 not safe and healthful.”); California Labor Code section 6403 (“No employer shall fail or neglect
17 to do any of the following: (a) To provide and use safety devices and safeguards reasonably
18 adequate to render the employment and place of employment safe. (b) To adopt and use methods
19 and processes reasonably adequate to render the employment and place of employment safe.
20 (c) To do every other thing reasonably necessary to protect the life, safety, and health of
21 employees.”); California Labor Code section 6404 (“No employer shall occupy or maintain any
22 place of employment that is not safe and healthful.”); and California Labor Code section 527.8(a)
23 (“Any employer, whose employee has suffered unlawful violence or a credible threat of violence
24 from any individual, that can reasonably be construed to be carried out or to have been carried
25 out at the workplace, may seek a temporary restraining order and an order after hearing on behalf
26 of the employee and, at the discretion of the court, any number of other employees at the
27 workplace, and, if appropriate, other employees at other workplaces of the employer.”).

1 78. DEFENDANTS’ constructive termination of PLAINTIFF’s employment violated
2 various fundamental public policies of the State of California, as set forth above.

3 79. The following were substantial motivating reasons for PLAINTIFF’s constructive
4 termination of employment: (a) PLAINTIFF’s race; (b) DEFENDANTS’ failure to furnish a
5 place of employment that is safe and healthful for their employees; (c) DEFENDANTS’ failure
6 (i) to furnish and use safety devices and safeguards, (ii) to adopt and use practices, means,
7 methods, operations, and processes which are reasonably adequate to render such employment
8 and place of employment safe and healthful, and (iii) to do every other thing reasonably
9 necessary to protect the life, safety, and health of employees; (d) DEFENDANTS’ requirement
10 that PLAINTIFF be in an unsafe and unhealthful place of employment; (e) DEFENDANTS’
11 failure and neglect: “[] To provide and use safety devices and safeguards reasonably adequate to
12 render the employment and place of employment safe. [] To adopt and use methods and
13 processes reasonably adequate to render the employment and place of employment safe. [and] []
14 To do every other thing reasonably necessary to protect the life, safety, and health of
15 employees;” (f) DEFENDANTS’ “occupy[ing] or maintain[ing] [a] place of employment that is
16 not safe and healthful;” and (g) DEFENDANTS’ failure to provide a safe and secure workplace,
17 including the requirement that DEFENDANTS take reasonable steps to address credible threats
18 of violence in the workplace

19 80. PLAINTIFF was harmed.

20 81. The constructive termination was a substantial factor in causing PLAINTIFF’s
21 harm.

22 82. As a direct and proximate result of the unlawful conduct of DEFENDANTS,
23 PLAINTIFF has suffered and will continue to suffer substantial losses in earnings and other
24 employment benefits and has incurred other economic losses.

25 83. As a direct and proximate result of the unlawful conduct of DEFENDANTS,
26 PLAINTIFF has suffered and continues to suffer anxiety, embarrassment, humiliation, shame,
27 insomnia, depression, loss of self-esteem, loss of enjoyment of life, financial distress, emotional
28

1 distress, and other physical ailments, and incurred expenses for medical treatment, all to
2 PLAINTIFF's damage in an amount to be proven at time of trial.

3 84. PLAINTIFF has incurred and continues to incur attorney's fees and legal
4 expenses. Pursuant to California Civil Procedure Code section 1021.5 and/or other applicable
5 law, PLAINTIFF is entitled to be reimbursed for reasonable attorneys' fees and costs of suit.

6 85. DEFENDANTS committed the acts herein alleged maliciously, fraudulently, and
7 oppressively in conscious disregard for PLAINTIFF's rights, and PLAINTIFF is entitled to
8 recover punitive damages from DEFENDANTS, in an amount according to proof. The unlawful
9 conduct alleged above was engaged in and/or ratified by the officers, directors, supervisors
10 and/or managing agents of ESA Management and ESA, and they were acting at all times relevant
11 to this Complaint within the scope and course of their employment.

12 **SECOND CAUSE OF ACTION**
13 **Discrimination Based on Race**
14 **(Cal. Gov. Code § 12940, et seq.)**
15 **(PLAINTIFF Against All DEFENDANTS)**

16 86. PLAINTIFF re-alleges and incorporates by reference Paragraphs 1 through 85, as
17 though fully set forth herein.

18 87. Under the FEHA, it is an unlawful employment practice “[f]or an employer,
19 because of the race ... of any person,... to discharge the person from employment . . . or to
20 discriminate against the person in compensation or in terms, conditions, or privileges of
21 employment.” (Cal. Gov. Code § 12940(a).)

22 88. At all relevant times, ESA MANAGEMENT and ESA were “employers” within
23 the meaning of California Government Code section 12926(d) and were subject to the FEHA in
24 that it regularly employs five (5) or more persons.

25 89. At all relevant times herein, PLAINTIFF was an employee of ESA
26 MANAGEMENT and ESA.

27 90. PLAINTIFF is a member of a protected class within the meaning of the FEHA
28 based on her race.

///

1 91. As set forth above, PLAINTIFF was subjected to an adverse employment action
2 by and through DEFENDANTS, including, but not limited to, PLAINTIFF’s constructive
3 termination of employment.

4 92. Through their discriminatory practices – such as failing to implement even the
5 most basic safety measures, like a 24-hour, on-site security guard – DEFENDANTS significantly
6 altered the terms and conditions of employment for PLAINTIFF, resulting in an adverse
7 employment action. PLAINTIFF was deprived of the opportunity to work in conditions equally
8 safe to the conditions in which her non-African American counterparts worked at other Extended
9 Stay America hotels.

10 93. PLAINTIFF’s race was a substantial motivating reason for the adverse
11 employment actions, including, but not limited to, PLAINTIFF’s constructive termination of
12 employment.

13 94. PLAINTIFF was harmed.

14 95. The conduct of DEFENDANTS was a substantial factor in causing PLAINTIFF’s
15 harm.

16 96. As a direct and proximate result of the unlawful conduct of DEFENDANTS,
17 PLAINTIFF has suffered and will continue to suffer substantial losses in earnings and other
18 employment benefits and has incurred other economic losses.

19 97. As a direct and proximate result of the unlawful conduct of DEFENDANTS,
20 PLAINTIFF has suffered and continues to suffer anxiety, embarrassment, humiliation, shame,
21 insomnia, depression, loss of self-esteem, loss of enjoyment of life, financial distress, emotional
22 distress, and other physical ailments, and incurred expenses for medical treatment, all to
23 PLAINTIFF’s damage in an amount to be proven at time of trial.

24 98. PLAINTIFF has incurred and continues to incur attorney’s fees and legal
25 expenses. Pursuant to California Government Code section 12965 and/or other applicable law,
26 PLAINTIFF is entitled to be reimbursed for reasonable attorneys’ fees and costs of suit.

27 ///

1 99. DEFENDANTS committed the acts herein alleged maliciously, fraudulently, and
2 oppressively in conscious disregard for PLAINTIFF's rights, and PLAINTIFF is entitled to
3 recover punitive damages from DEFENDANTS, in an amount according to proof. The unlawful
4 conduct alleged above was engaged in and/or ratified by the officers, directors, supervisors
5 and/or managing agents of ESA Management and ESA, and they were acting at all times relevant
6 to this Complaint within the scope and course of their employment.

7 **THIRD CAUSE OF ACTION**
8 **Discrimination Based on Sex/Gender**
9 **(Cal. Gov. Code § 12940, et seq.)**
10 **(PLAINTIFF Against All DEFENDANTS)**

11 100. PLAINTIFF re-alleges and incorporates by reference Paragraphs 1 through 99, as
12 though fully set forth herein.

13 101. Under the FEHA, it is an unlawful employment practice “[f]or an employer,
14 because of the...sex, gender...of any person,... to discharge the person from employment . . . or
15 to discriminate against the person in compensation or in terms, conditions, or privileges of
16 employment.” (Cal. Gov. Code § 12940(a).)

17 102. At all relevant times, ESA Management and ESA were “employers” within the
18 meaning of California Government Code section 12926(d) and were subject to the FEHA in that
19 it regularly employs five (5) or more persons.

20 103. At all relevant times herein, PLAINTIFF was an employee of ESA
21 MANAGEMENT and ESA.

22 104. PLAINTIFF is a member of a protected class within the meaning of the FEHA
23 based on her sex and/or gender.

24 105. As set forth above, PLAINTIFF was subjected to an adverse employment action
25 by and through DEFENDANTS, including, but not limited to, PLAINTIFF's constructive
26 termination of employment.

27 106. PLAINTIFF's sex and/or gender was a substantial motivating reason for the
28 adverse employment actions, including, but not limited to, PLAINTIFF's constructive
29 termination of employment.

1 107. PLAINTIFF was harmed.

2 108. The conduct of DEFENDANTS was a substantial factor in causing PLAINTIFF's
3 harm.

4 109. As a direct and proximate result of the unlawful conduct of DEFENDANTS,
5 PLAINTIFF has suffered and will continue to suffer substantial losses in earnings and other
6 employment benefits and has incurred other economic losses.

7 110. As a direct and proximate result of the unlawful conduct of DEFENDANTS,
8 PLAINTIFF has suffered and continues to suffer anxiety, embarrassment, humiliation, shame,
9 insomnia, depression, loss of self-esteem, loss of enjoyment of life, financial distress, emotional
10 distress, and other physical ailments, and incurred expenses for medical treatment, all to
11 PLAINTIFF's damage in an amount to be proven at time of trial.

12 111. PLAINTIFF has incurred and continues to incur attorney's fees and legal
13 expenses. Pursuant to California Government Code section 12965 and/or other applicable law,
14 PLAINTIFF is entitled to be reimbursed for reasonable attorneys' fees and costs of suit.

15 112. DEFENDANTS committed the acts herein alleged maliciously, fraudulently, and
16 oppressively in conscious disregard for PLAINTIFF's rights, and PLAINTIFF is entitled to
17 recover punitive damages from DEFENDANTS, in an amount according to proof. The unlawful
18 conduct alleged above was engaged in and/or ratified by the officers, directors, supervisors
19 and/or managing agents of ESA Management and ESA, and they were acting at all times relevant
20 to this Complaint within the scope and course of their employment.

21 **FOURTH CAUSE OF ACTION**
22 **Hostile Work Environment Sex/Gender Harassment**
23 **(Cal. Gov. Code § 12940, et seq.)**
24 **(PLAINTIFF Against All DEFENDANTS)**

25 113. PLAINTIFF re-alleges and incorporates by reference Paragraphs 1 through 112,
as though fully set forth herein.

26 114. PLAINTIFF was an employee of ESA Management and ESA.

27 115. PLAINTIFF was subjected to harassing conduct because of her sex and/or gender
28

1 by DEFENDANTS' guests/customers.

2 116. "The [California] Legislature hereby declares that harassment creates a hostile,
3 offensive, oppressive, or intimidating work environment and deprives victims of their statutory
4 right to work in a place free of discrimination when the harassing conduct sufficiently offends,
5 humiliates, distresses, or intrudes upon its victim, so as to disrupt the victim's emotional
6 tranquility in the workplace, affect the victim's ability to perform the job as usual, or otherwise
7 interfere with and undermine the victim's personal sense of well-being." Cal. Gov. Code §
8 12923.

9 117. The harassing conduct was severe or pervasive.

10 118. A reasonable person in PLAINTIFF's circumstances would have considered the
11 work environment to be hostile, intimidating, offensive, oppressive, or abusive.

12 119. PLAINTIFF considered the work environment to be hostile, intimidating,
13 offensive, oppressive, or abusive.

14 120. DEFENDANTS knew or should have known of the conduct and failed to take
15 immediate and appropriate corrective action.

16 121. PLAINTIFF was harmed.

17 122. The conduct was a substantial factor in causing PLAINTIFF's harm.

18 123. As a direct and proximate result of the unlawful conduct of DEFENDANTS,
19 PLAINTIFF has suffered and will continue to suffer substantial losses in earnings and other
20 employment benefits and has incurred other economic losses.

21 124. As a direct and proximate result of the unlawful conduct of DEFENDANTS,
22 PLAINTIFF has suffered and continues to suffer anxiety, embarrassment, humiliation, shame,
23 insomnia, depression, loss of self-esteem, loss of enjoyment of life, financial distress, emotional
24 distress, and other physical ailments, and incurred expenses for medical treatment, all to
25 PLAINTIFF's damage in an amount to be proven at time of trial.

26 ///

27 ///

1 125. PLAINTIFF has incurred and continues to incur attorney's fees and legal
2 expenses. Pursuant to California Government Code section 12965 and/or other applicable law,
3 PLAINTIFF is entitled to be reimbursed for reasonable attorneys' fees and costs of suit.

4 126. DEFENDANTS committed the acts herein alleged maliciously, fraudulently, and
5 oppressively in conscious disregard for PLAINTIFF's rights, and PLAINTIFF is entitled to
6 recover punitive damages from DEFENDANTS, in an amount according to proof. The unlawful
7 conduct alleged above was engaged in and/or ratified by the officers, directors, supervisors
8 and/or managing agents of ESA Management and ESA, and they were acting at all times relevant
9 to this Complaint within the scope and course of their employment.

10 **FIFTH CAUSE OF ACTION**
11 **Hostile Work Environment Race Harassment**
12 **(Cal. Gov. Code § 12940, et seq.)**
13 **(PLAINTIFF Against All DEFENDANTS)**

14 127. PLAINTIFF re-alleges and incorporates by reference Paragraphs 1 through 126,
as though fully set forth herein.

15 128. PLAINTIFF was an employee of ESA Management and ESA.

16 129. PLAINTIFF was subjected to harassing conduct because of her race by
17 DEFENDANTS.

18 130. "The [California] Legislature hereby declares that harassment creates a hostile,
19 offensive, oppressive, or intimidating work environment and deprives victims of their statutory
20 right to work in a place free of discrimination when the harassing conduct sufficiently offends,
21 humiliates, distresses, or intrudes upon its victim, so as to disrupt the victim's emotional
22 tranquility in the workplace, affect the victim's ability to perform the job as usual, or otherwise
23 interfere with and undermine the victim's personal sense of well-being." Cal. Gov. Code §
24 12923.

25 131. The harassing conduct was severe or pervasive.

26 132. A reasonable person in PLAINTIFF's circumstances would have considered the
27 work environment to be hostile, intimidating, offensive, oppressive, or abusive.

1 133. PLAINTIFF considered the work environment to be hostile, intimidating,
2 offensive, oppressive, or abusive.

3 134. DEFENDANTS knew or should have known of the conduct and failed to take
4 immediate and appropriate corrective action.

5 135. PLAINTIFF was harmed.

6 136. The conduct was a substantial factor in causing PLAINTIFF's harm.

7 137. As a direct and proximate result of the unlawful conduct of DEFENDANTS,
8 PLAINTIFF has suffered and will continue to suffer substantial losses in earnings and other
9 employment benefits and has incurred other economic losses.

10 138. As a direct and proximate result of the unlawful conduct of DEFENDANTS,
11 PLAINTIFF has suffered and continues to suffer anxiety, embarrassment, humiliation, shame,
12 insomnia, depression, loss of self-esteem, loss of enjoyment of life, financial distress, emotional
13 distress, and other physical ailments, and incurred expenses for medical treatment, all to
14 PLAINTIFF's damage in an amount to be proven at time of trial.

15 139. PLAINTIFF has incurred and continues to incur attorney's fees and legal
16 expenses. Pursuant to California Government Code section 12965 and/or other applicable law,
17 PLAINTIFF is entitled to be reimbursed for reasonable attorneys' fees and costs of suit.

18 140. DEFENDANTS committed the acts herein alleged maliciously, fraudulently, and
19 oppressively in conscious disregard for PLAINTIFF's rights, and PLAINTIFF is entitled to
20 recover punitive damages from DEFENDANTS, in an amount according to proof. The unlawful
21 conduct alleged above was engaged in and/or ratified by the officers, directors, supervisors
22 and/or managing agents of ESA Management and ESA, and they were acting at all times relevant
23 to this Complaint within the scope and course of their employment.

24 ///

25 ///

26 ///

27 ///

1 **SIXTH CAUSE OF ACTION**
2 **Failure to Prevent Discrimination, Harassment, and Retaliation**
3 **(Cal. Gov. Code § 12940, *et seq.*)**

4 **(PLAINTIFFS Against All DEFENDANTS)**

5 141. PLAINTIFF re-alleges and incorporates by reference Paragraphs 1 through 140,
6 as though fully set forth herein.

7 142. California Government Code sections 12940, *et seq.* were in full force and effect
8 and binding on DEFENDANTS.

9 143. ESA Management and ESA regularly employed five (5) or more persons.

10 144. PLAINTIFF was an employee of ESA Management and ESA.

11 145. California Government Code section 12940(k) makes it unlawful for an employer
12 to fail to take all reasonable steps necessary to prevent discrimination and harassment from
13 occurring.

14 146. PLAINTIFF was subjected to discrimination and harassment in the course of her
15 employment.

16 147. DEFENDANTS failed to take all reasonable steps to prevent the discrimination
17 and harassment.

18 148. PLAINTIFF was harmed.

19 149. The failure of DEFENDANTS to take all reasonable steps to prevent the
20 discrimination and harassment was a substantial factor in causing PLAINTIFF's harm.

21 150. As a direct and proximate result of the unlawful conduct of DEFENDANTS,
22 PLAINTIFF has suffered and will continue to suffer substantial losses in earnings and other
23 employment benefits and has incurred other economic losses.

24 151. As a direct and proximate result of the unlawful conduct of DEFENDANTS,
25 PLAINTIFF has suffered and continues to suffer anxiety, embarrassment, humiliation, shame,
26 insomnia, depression, loss of self-esteem, loss of enjoyment of life, financial distress, emotional
27 distress, and other physical ailments, and incurred expenses for medical treatment, all to
28 PLAINTIFF's damage in an amount to be proven at time of trial.

///

1 152. PLAINTIFF has incurred and continues to incur attorney's fees and legal
2 expenses. Pursuant to California Government Code section 12965 and/or other applicable law,
3 PLAINTIFF is entitled to be reimbursed for reasonable attorneys' fees and costs of suit.

4 153. As a result of the unlawful acts of DEFENDANTS, PLAINTIFF is entitled to
5 compensatory damages, attorneys' fees, and costs.

6 154. DEFENDANTS committed the acts herein alleged maliciously, fraudulently, and
7 oppressively in conscious disregard for PLAINTIFF's rights, and PLAINTIFF is entitled to
8 recover punitive damages from DEFENDANTS, in an amount according to proof. The unlawful
9 conduct alleged above was engaged in and/or ratified by the officers, directors, supervisors
10 and/or managing agents of ESA Management and ESA, and they were acting at all times relevant
11 to this Complaint within the scope and course of their employment.

12 **SEVENTH CAUSE OF ACTION**
13 **Intentional Infliction of Emotional Distress**
14 **(Against All DEFENDANTS)**

15 155. PLAINTIFF re-alleges and incorporates by reference Paragraphs 1 through 154,
16 as though fully set forth herein.

17 156. DEFENDANTS' conduct, as set forth herein, was outrageous.

18 157. DEFENDANTS intended to cause PLAINTIFF's emotional distress and/or
19 DEFENDANTS acted with reckless disregard of the probability that PLAINTIFF would suffer
20 emotional distress, knowing that PLAINTIFF was present when the conduct occurred.

21 158. PLAINTIFF suffered severe emotional distress.

22 159. DEFENDANTS' conduct was a substantial factor in causing PLAINTIFF's
23 severe emotional distress.

24 160. As a direct and proximate result of the unlawful conduct of DEFENDANTS,
25 PLAINTIFF has suffered and will continue to suffer substantial losses in earnings and other
26 employment benefits and has incurred other economic losses.

27 161. As a direct and proximate result of the unlawful conduct of DEFENDANTS,
28 PLAINTIFF has suffered and continues to suffer anxiety, embarrassment, humiliation, shame,

1 insomnia, depression, loss of self-esteem, loss of enjoyment of life, financial distress, emotional
2 distress, and other physical ailments, and incurred expenses for medical treatment, all to
3 PLAINTIFF's damage in an amount to be proven at time of trial.

4 162. In doing the acts herein alleged, DEFENDANTS acted with oppression, fraud,
5 malice and in conscious disregard of PLAINTIFF's rights, and PLAINTIFF is accordingly
6 entitled to punitive damages in an amount according to proof at trial.

7 163. PLAINTIFF has incurred and continues to incur attorneys' fees and legal
8 expenses in an amount according to proof at trial.

9
10 **EIGHTH CAUSE OF ACTION**
11 **Failure to Pay Minimum Wages**
12 **(IWC Wage Order No. 5 and California Labor Code §§ 1194, 1194.1, and 1197)**
13 **(Against All DEFENDANTS)**

14 164. PLAINTIFF re-alleges and incorporates by reference Paragraphs 1 through 163,
15 as though fully set forth herein.

16 165. IWC Wage Order No. 5 and California Labor Code section 1197 entitle non-
17 exempt employees to an amount equal to or greater than the minimum wage for all hours
18 worked.

19 166. California Labor Code section 1194 provides that if PLAINTIFF receives less
20 than the minimum wage, she is entitled to recover the unpaid balance of this minimum wage
21 compensation, as well as interest, reasonable attorney's fees, and costs of suit. In addition,
22 pursuant to California Labor Code section 1194.2, PLAINTIFF is entitled to recover liquidated
23 damages in an amount equal to the wages unlawfully unpaid, plus interest.

24 167. As set forth above, DEFENDANTS regularly required PLAINTIFF to work
25 without paying at least minimum wages for PLAINTIFF's work, in violation of IWC Wage
26 Order No. 5 and California Labor Code section 1197.

27 168. PLAINTIFF has been damaged in an amount according to proof at the time of
28 trial and seeks all wages earned and due, penalties, interest, expenses, reasonable attorneys' fees,
and costs of suit.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

TENTH CAUSE OF ACTION
Failure to Pay All Wages Due Upon Termination
(Cal. Labor Code sections 201 and 203)
(Against All DEFENDANTS)

174. PLAINTIFF re-alleges and incorporates by reference Paragraphs 1 through 173, as though fully set forth herein.

175. California Labor Code section 201 provides that “[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” California Labor Code section 203 provides that if an employer willfully fails to pay such wages, the employer must continue to pay the employee’s wages until the back wages are paid in full or an action is commenced, up to a maximum of thirty (30) days of wages.

176. As set forth above, DEFENDANTS willfully failed to pay earned wages (including, but not limited to, minimum wages and overtime wages) to PLAINTIFF at the time they became due and payable (*i.e.*, on PLAINTIFF’s constructive termination date), and have thus violated California Labor Code sections 201 and 203. PLAINTIFF is therefore entitled to recover waiting time penalties under California Labor Code section 203.

177. PLAINTIFF has been damaged in an amount according to proof at trial and seeks all wages earned and due, penalties, interest, expenses, attorneys’ fees and costs of suit.

ELEVENTH CAUSE OF ACTION
Failure to Reimburse Business Expenses
(Cal. Labor Code § 2802)
(PLAINTIFF Against All DEFENDANTS)

178. PLAINTIFF re-alleges and incorporates by reference Paragraphs 1 through 177, as though fully set forth herein.

179. California Labor Code section 2802 provides that an employer “shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties.”

///

///

1 180. In direct consequence of the discharge of her duties for DEFENDANTS,
2 PLAINTIFF incurred necessary work-related expenditures. Specifically, PLAINTIFF incurred
3 work-related expenditures in connection with her cell phone plan.

4 181. By requiring PLAINTIFF to pay expenses that she incurred as a direct
5 consequence of discharging her job duties for DEFENDANTS and by failing to indemnify
6 PLAINTIFF for these expenses, DEFENDANTS violated California Labor Code section 2802.

7 182. The conduct of DEFENDANTS was willful, in bad faith, and in knowing
8 violation of California Labor Code section 2802.

9 183. California Labor Code section 2804 expressly prohibits the waiver of the rights
10 afforded to PLAINTIFFS under California Labor Code section 2802.

11 184. As a direct and proximate result of the conduct of DEFENDANTS, PLAINTIFF
12 has suffered substantial losses according to proof, as well as pre-judgment interest.

13 185. DEFENDANTS are liable for reimbursement of all the expenses that PLAINTIFF
14 incurred as a direct consequence of discharging her job duties for DEFENDANTS.

15 186. By unlawfully failing to reimburse the substantial expenses that PLAINTIFF
16 incurred, DEFENDANTS are also liable for costs and reasonable attorneys' fees under
17 California Labor Code section 2802(c) and 218.5.

18 **TWELFTH CAUSE OF ACTION**
19 **Violation of Unfair Competition Law**
20 **(Cal. Business & Prof. Code section 17200 *et seq.*)**
21 **(PLAINTIFF Against All DEFENDANTS)**

22 187. PLAINTIFF re-alleges and incorporates by reference Paragraphs 1 through 186,
23 as though fully set forth herein.

24 188. California Business and Professions Code section 17200 (the "Unfair Competition
25 Law") prohibits unfair competition in the form of any unlawful, unfair, or fraudulent business act
26 or practice. California Business and Professions Code section 17204 permits "a person who has
27 suffered injury in fact and has lost money or property" to prosecute a civil action for violation of
28 the Unfair Competition Law.

1 189. DEFENDANTS are “person[s]” as defined under California Business and
2 Professions Code section 17201.

3 190. As described above, among other things, DEFENDANTS unlawfully, unfairly,
4 and/or fraudulently failed to pay minimum wages and overtime wages and failed to reimburse
5 PLAINTIFF for work-related expenses and have thereby committed unlawful, unfair, and/or
6 fraudulent business acts and practices as defined by California Business and Professions Code
7 section 17200. Additionally, DEFENDANTS gained an unfair business advantage against other
8 competing hotel businesses in the area by refusing to spend money on implementing safety
9 measures for its employees.

10 191. The violations of the above-referenced California Labor Code provisions serve as
11 unlawful predicate acts and practices for purposes of California Business and Professions Code
12 sections 17200 et seq.

13 **NOTICE OF INTENT TO ASSERT THIRTEENTH CAUSE OF ACTION**
14 **(PAGA, California Labor Code § 2698 et seq. by PLAINTIFF Individually and on Behalf of**
15 **the LWDA and All Aggrieved Employees)**

16 192. PLAINTIFF re-alleges and incorporates by reference Paragraphs 1 through 191,
17 as though fully set forth herein.

18 193. PLAINTIFF intends to bring this claim individually and on behalf of all
19 Aggrieved Employees.

20 194. PLAINTIFF will satisfy the administrative exhaustion requirements of PAGA
21 under California Labor Code section 2699(b). Upon completion of this process, and if the State
22 of California declines to prosecute these claims, PLAINTIFF will seek leave to amend this
23 Complaint to add a PAGA cause of action and to seek civil penalties on behalf of herself and all
24 other Aggrieved Employees.

25 195. The cause of action will be based on DEFENDANTS’ violations of California
26 Labor Code §§ 6400(a), 6401, 6402, 6403, and 6404.

27 ///

28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF prays for judgment against DEFENDANTS as follows:

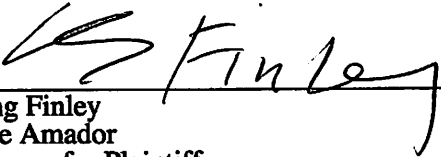
- 1. For compensatory damages, including, but not limited to, lost back pay, plus interest, lost fringe benefits, and future lost earnings and fringe benefits, damages for emotional distress and pain and suffering, with legal interest;
- 2. For restitution and/or disgorgement;
- 3. For punitive and exemplary damages as allowed by law;
- 4. For unpaid wages, liquidated damages, prejudgment interest, reasonable attorneys' fees and costs of suit under California Labor Code sections 1194 and 1194.2;
- 5. For waiting time penalties under California Labor Code section 203;
- 6. For an award to PLAINTIFF of reasonable attorneys' fees and costs of suit under California Government Code section 12965, California Labor Code section 218.5, California Labor Code section 2802(c), California Code of Civil Procedure section 1021.5, and/or other applicable law;
- 7. For an award of prejudgment and post-judgment interest; and
- 8. For an award to PLAINTIFF of such other and further legal and equitable relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Additionally, PLAINTIFF demands a jury trial on all causes of action on which PLAINTIFFS have a right to a jury.

Dated: January 15, 2025

FINLEY EMPLOYMENT LAW
RENEE AMADOR LAW OFFICE



Kyung Finley
Renee Amador
Attorneys for Plaintiff
NICOLE HART

EXHIBIT A



Civil Rights Department

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

January 14, 2025

RE: Notice of Filing of Discrimination Complaint
CRD Matter Number: 202501-27735415
Right to Sue: Hart / ESA MANAGEMENT, LLC et al.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Civil Rights Department (CRD) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to CRD is requested or required.

Sincerely,

Civil Rights Department



Civil Rights Department

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

January 14, 2025

Nicole Hart
4550 Le Donne Drive, Apt. 336
Sacramento, CA 95823

RE: Notice of Case Closure and Right to Sue
CRD Matter Number: 202501-27735415
Right to Sue: Hart / ESA MANAGEMENT, LLC et al.

Dear Nicole Hart:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective January 14, 2025 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

After receiving a Right-to-Sue notice from CRD, you may have the right to file your complaint with a local government agency that enforces employment anti-discrimination laws if one exists in your area that is authorized to accept your complaint. If you decide to file with a local agency, you must file before the deadline for filing a lawsuit that is on your Right-to-Sue notice. Filing your complaint with a local agency does not prevent you from also filing a lawsuit in court.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this CRD Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Civil Rights Department

1 **COMPLAINT OF EMPLOYMENT DISCRIMINATION**
2 **BEFORE THE STATE OF CALIFORNIA**
3 **Civil Rights Department**
4 **Under the California Fair Employment and Housing Act**
5 **(Gov. Code, § 12900 et seq.)**

6 **In the Matter of the Complaint of**

7 Nicole Hart

CRD No. 202501-27735415

8 Complainant,

9 vs.

10 **ESA MANAGEMENT, LLC**
11 13024 Ballantyne Corporate Place, Suite 1000
12 Charlotte, NC 28277

13 **EXTENDED STAY AMERICA, INC.**
14 13024 Ballantyne Corporate Place, Suite 1000
15 Charlotte, NC 28277

16 Respondents

17 **1. Respondent ESA MANAGEMENT, LLC is an employer** subject to suit under the California
18 Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

19 **2. Complainant is naming EXTENDED STAY AMERICA, INC. business as Co-Respondent(s).**

20 **3. Complainant Nicole Hart, resides in the City of Sacramento, State of CA.**

21 **4. Complainant alleges that on or about December 2, 2024, respondent took the**
22 following adverse actions:

23 **Complainant was harassed** because of complainant's sex/gender, race (includes hairstyle
24 and hair texture).

25 **Complainant was discriminated against** because of complainant's sex/gender, race
26 (includes hairstyle and hair texture) and as a result of the discrimination was terminated,
27 forced to quit, other, denied work opportunities or assignments, given additional work
28 responsibilities or assignments.

Additional Complaint Details: Around February 2023, Nicole Hart (hereinafter, "Ms. Hart")
began her employment with ESA Management, LLC and Extended Stay America, Inc.

1 (hereinafter, collectively, “Extended Stay America”) as a Housekeeping Attendant at an
2 Extended Stay America hotel located at 2810 Gateway Oaks Drive, Sacramento, California
3 95833 (hereinafter, “ESA South Natomas”).

4 Around August 2023, Extended Stay America transferred Ms. Hart to the position of Night
5 Guest Laundry Attendant at ESA South Natomas. In this position, Ms. Hart was tasked with
6 managing the front desk, doing the laundry, and performing housekeeping duties. Despite
7 Extended Stay America’s knowledge of ESA South Natomas’s violent and dangerous
8 environment, Extended Stay America required Ms. Hart to work at the front desk without
9 even the most basic safety measures in place, such as plexiglass or a 24-hour, on-site
10 security guard.

11 Working alone at the front desk was much more dangerous than doing the laundry or
12 performing housekeeping duties because Ms. Hart was required to repeatedly interact with
13 ESA South Natomas’s guests, which mostly consisted of transient individuals, individuals
14 with mental illnesses or psychiatric disabilities, and individuals struggling with drug and/or
15 alcohol addiction. Among other things, Extended Stay America also directed Ms. Hart to
16 physically evict guests (including male guests), to do welfare checks, and to investigate and
17 address guest complaints and conflicts – thereby further placing Ms. Hart in dangerous
18 situations.

19 Extended Stay America provided no meaningful training, no support, and no protection. The
20 “training” provided by Extended Stay America was limited to “virtual” sessions on a tablet.
21 During her employment with Extended Stay America, Ms. Hart called the police department
22 over 30 times in response to criminal activity, violence, threats of violence, or gender-based
23 harassment and violence at ESA South Natomas. On several of those occasions,
24 responding police officers stated that Extended Stay America should hire a security guard.
25 Many times, the police failed to even come at all to ESA South Natomas in response to Ms.
26 Hart’s telephone calls, or when they did, it was often three or four hours after Ms. Hart’s call.
27 Because Ms. Hart routinely faced dangerous, sometimes life-threatening, situations at ESA
28 South Natomas, she usually felt unsafe while at work. On numerous occasions, she waited
alone at night for police to arrive in response to criminal activity, violence, threats of
violence, or gender-based harassment and violence.

Ms. Hart repeatedly informed Extended Stay America that she did not feel safe. Ms. Hart
and the other African-American female employees working at the front desk at ESA South
Natomas (hereinafter, the “African-American Female Front Desk Employees”) also
repeatedly asked Extended Stay America to hire a 24-hour, on-site security guard for ESA
South Natomas.

Rather than hiring a 24-hour, on-site security guard, Extended Stay America’s “advice” to
Ms. Hart when she felt unsafe was for Ms. Hart to lock herself in the back office. However,
at all relevant times, this back office lacked both a lock and door handle. It was only after
the November 10, 2024 Murder that Extended Stay America finally installed a lock and door
handle for that back office – a measure that came far too late.

At all relevant times, Extended Stay America had actual knowledge of the crimes, violence,
threats of violence, and gender-based harassment and violence; the numerous incidents of
domestic violence; and the widespread, illegal drug dealing and prostitution occurring at
ESA South Natomas, among other things. Extended Stay America was made aware of
these facts through reports from Ms. Hart and the other African-American Female Front
Desk Employees who experienced, witnessed, and/or were subjected to such activities.

1 Extended Stay America also maintained security cameras at ESA South Natomas and
2 required their employees to record all incidents in a written log for management’s review.
3 Instead of addressing the crime, violence, threats of violence, and gender-based
4 harassment and violence at ESA South Natomas, Extended Stay America consistently
5 minimized, downplayed, or outright ignored the crime, violence, threats of violence, and
6 gender-based harassment and violence. Ms. Hart is informed and believes, and thereon
7 alleges, that Extended Stay America’s disregard stemmed from their belief that African-
8 American female employees are less worthy of protection than non-African American female
9 employees.

10 Ms. Hart is also informed and believes, and thereon alleges, that Extended Stay America
11 relied on pernicious stereotypes, i.e., that African-American female employees are “tougher;”
12 more suited to such dangerous environments; and/or accustomed to dealing with crime and
13 violence.

14 As a result, Ms. Hart and the other African-American Female Front Desk Employees were
15 regularly exposed to crime, violence, threats of violence, and gender-based harassment and
16 violence. For instance, during Ms. Hart’s employment with Extended Stay America, the
17 following occurred at ESA South Natomas:

- 18 (a) At least three robberies occurred onsite.
- 19 (b) A male guest was stabbed multiple times. In the aftermath, Extended Stay America
20 ordered Ms. Hart to clean up the bloodied crime scene. No hazmat or any other protective
21 gear was offered to her, despite the obvious biohazards.
- 22 (c) The parking lot and hotel rooms of ESA South Natomas were a hub for open,
23 unchecked drug dealing.
- 24 (d) Prostitution was equally pervasive. Individuals who obviously looked like
25 “prostitutes” and “pimps” freely roamed ESA South Natomas, entering and exiting rooms
26 with impunity.
- 27 (e) A guest – who appeared to be under the influence of drugs – threatened to
28 electrocute himself with a blow dryer. Toward that end, he flooded his bathroom, causing
water to flood the room below.
- (f) During a party thrown by one of the guests, gunshots were fired, causing everyone to
panic and flee in a frenzy.
- (g) Extended Stay America ordered Ms. Hart to conduct a welfare check, during which
Ms. Hart discovered a guest who had died from a drug overdose.
- (h) Ms. Hart’s then-manager found a deceased guest in a vehicle parked in ESA South
Natomas’s parking lot.
- (i) A guest died after his car fell on top of him in the ESA South Natomas parking lot.
- (j) A male guest was shot at ESA South Natomas. A 14-year-old girl – who was living
in one of the rooms with her mother – pressed a towel to his wound until the ambulance
arrived.
- (k) A guest threatened to stab one of Ms. Hart’s co-workers – who is also an African-
American female, like Ms. Hart – with a knife.
- (l) A long-term male guest at ESA South Natomas routinely terrorized Ms. Hart and the
other African-American Female Front Desk Employees. His threats were explicit and
violent: “I’m going to kill you!” “I’m going to kill all the women!” He would ask other men,
“Will you help me kill the women at the front desk?” (or words to that effect). This guest also

1 regularly laid out multiple knives on his bed and would show off to others a book with
Satanic themes.

2 (m) A long-term guest attempted to sic her pit bull on Ms. Hart. Ms. Hart is informed and
believes, and thereon alleges, that this guest continues to reside at ESA South Natomas
3 despite her obviously dangerous tendencies.

4 (n) A registered sex offender resided long-term at ESA South Natomas, but
management never alerted Ms. Hart – a female who often worked alone at night – of this
5 fact. This registered sex offender frequently brought women, who often appeared to be
prostitutes and under the influence of drugs, to his room. Ms. Hart regularly heard
6 screaming from his room.

7 (o) One night, Ms. Hart witnessed the registered sex offender physically assault his
female companion, who claimed that he had robbed her. The police arrested the registered
8 sex offender that night, but he was jailed for only two days and returned to ESA South
Natomas after his release.

9 (p) The registered sex offender often walked around the common areas of ESA South
Natomas wearing nothing but a loosely tied bathrobe or boxer shorts, even though many
10 children lived at ESA South Natomas, including homeless children (and their families)
housed at ESA South Natomas by the Natomas Unified School District. Extended Stay
America finally evicted the registered sex offender a few weeks after the November 10,
11 2024 Murder.

12 (q) On or about October 24 or 25, 2024, someone set fire to a room. After the fire
department extinguished the fire, Ms. Hart was instructed to inspect the room every 30
13 minutes for “hot spots” – localized areas where residual heat or smoldering combustion
could reignite the fire. During one of these inspections, Ms. Hart encountered two men
14 inside – one of whom had cans of butane. Upon seeing Ms. Hart, they verbally threatened
and swore at Ms. Hart.

15 (r) There were many, many incidents of domestic violence and physical altercations.

16 (s) In 2023, a female guest ran out of a room in Building 2 of ESA South Natomas and
toward Ms. Hart, yelling, “He’s trying to kill me!” (or words to that effect). The female guest’s
17 male partner pursued Ms. Hart and the female guest, and then he threatened to stab Ms.
Hart while waving a knife in Ms. Hart’s face. Ms. Hart is informed and believes, and thereon
alleges, that there is a police report regarding this attempted stabbing.

18 (t) Despite the seriousness of this crime and despite reporting the attempted stabbing to
management, Ms. Hart is informed and believes, and thereon alleges, that no
19 representatives from Extended Stay America’s corporate office ever visited ESA South
Natomas to address the matter or even to check on Ms. Hart’s well-being.

20 In sum, at all relevant times, the conditions at ESA South Natomas were a far cry from the
“safe[]” and “comfort[able]” hotel that Extended Stay America touts itself as offering.
21 Extended Stay America did nothing to stop or prevent the unlawful gender-based
harassment and violence or threats against Ms. Hart and the other African-American Female
22 Front Desk Employees described above. Nor did Extended Stay America take any
reasonable steps to address the credible threats of violence in the workplace.

23 In violation of the FEHA, Extended Stay America discriminated against Ms. Hart and the
24 other African-American Female Front Desk Employees in the terms and conditions of their
employment by forcing them to work in dangerous, sometimes life-threatening, conditions
25 without even the most basic safety measures in place, such as a 24-hour, on-site security

1 guard, a safe room, or plexiglass. For instance, during Ms. Hart's employment with
2 Extended Stay America, Extended Stay America provided unarmed security guards at ESA
3 South Natomas only on Fridays and Saturdays from 7:00 p.m. to 3:00 a.m. At all other
4 times, no security guards (armed or unarmed) were provided. This meant that Ms. Hart, a
5 female, was frequently the sole employee at night dealing with hundreds of guests – most of
6 whom were transient individuals; individuals struggling with drugs and/or alcohol; individuals
7 with mental illnesses or psychiatric disabilities; or registered sex offenders.

8 In stark contrast, Extended Stay America implemented significantly stronger safety
9 measures – including a 24-hour, on-site security guard – for its non-African-American
10 employees working at the front desk at other Extended Stay America hotels in Sacramento
11 County and Placer County. Extended Stay America did so even though these other hotels
12 experienced substantially fewer incidents of crime, violence, and threats of violence. Ms.
13 Hart is informed and believes, and thereon alleges, that at all relevant times, the employees
14 who worked at the front desk at these other Extended Stay America hotels were
15 predominantly non-African-American.

16 Through their discriminatory practices – such as failing to implement even the most basic
17 safety measures like a 24-hour, on-site security guard, a safe room, or plexiglass –
18 Extended Stay America significantly altered the terms and conditions of employment for Ms.
19 Hart and the other African-American Female Front Desk Employees, resulting in an adverse
20 employment action. Ms. Hart and the other African American Female Front Desk
21 Employees were deprived of the opportunity to work in conditions equally safe to the
22 conditions in which their non-African American counterparts worked at other Extended Stay
23 America hotels. Ms. Hart and the other African American Female Front Desk Employees
24 were in constant fear for their personal safety at work, and as a result, many, like Ms. Hart,
25 were constructively terminated from their employment.

26 Extended Stay America's policy and practice (e.g., of failing to implement even the most
27 basic safety measures like a 24-hour, on-site security guard, a safe room, or plexiglass)
28 were implemented by decisionmakers with substantial and independent authority over
policies and practices at all of Extended Stay America's hotels and places of business.
At all relevant times, Vanessa Maldonado ("Ms. Maldonado"), District Manager, was a
managing agent of Extended Stay America. Ms. Maldonado was fully aware of the alarming
rates of crime, violence, threats of violence, and gender-based harassment and violence at
ESA South Natomas – and that those rates were far higher than those at other Extended
Stay America hotels in Sacramento County and Placer County.

Ms. Hart is informed and believes, and thereon alleges, that during Ms. Hart's employment
with Extended Stay America, Extended Stay America received funding from government
programs such as HeartLand Child & Family Services ("Heartland"), which serves the
mental health needs of children and families in Sacramento. Ms. Hart is also informed and
believes, and thereon alleges, that in exchange for these government funds, Heartland
imposed specific compliance requirements on Extended Stay America.

However, Ms. Hart is further informed and believes, and thereon alleges, that Extended Stay
America failed to meet these compliance requirements, thereby exacerbating the already
unstable living conditions of Heartland clients, many of whom suffer from severe mental
illnesses. Amid this neglect, Extended Stay America forced Ms. Hart and the other African-
American Female Front Desk Employees – who earned a mere \$16 to \$16.50 per hour – to
bear the burden of managing complaints, frustrations, altercations, and crises from a

1 vulnerable and mentally ill population. Extended Stay America provided no meaningful
2 training, no support, and no protection to equip Ms. Hart and the other African-American
Female Front Desk employees to safely and effectively manage individuals with severe
mental illnesses.

3 Ms. Hart is also informed and believes, and thereon alleges, that during her employment
4 with Extended Stay America, Extended Stay America received funding from Turning Point
Community Programs (“Turning Point”), a nonprofit organization providing mental health
5 services to individuals with psychiatric disabilities. Ms. Hart is further informed and believes,
6 and thereon alleges, that numerous Turning Point clients resided at ESA South Natomas.
7 Here as well, Extended Stay America provided no meaningful training, no support, and no
protection to equip Ms. Hart and the other African-American Female Front Desk employees
to safely and effectively manage individuals with psychiatric disabilities.

8 At all relevant times, many of the approximately 143 rooms at ESA South Natomas were
9 infested with rats, roaches, bedbugs, and flies. ESA South Natomas’s appalling conditions
10 triggered constant complaints from a guest population that primarily consisted of transient
11 individuals, individuals with mental illnesses or psychiatric disabilities, individuals under the
influence of drugs and/or alcohol, and registered sex offenders – many of whom were prone
to engage in criminal activity, violence, and/or threats of violence. Yet, Extended Stay
America forced Ms. Hart and the other African-American Female Front Desk Employees to
manage these numerous complaints with no meaningful training, no support, and no
protection.

12 Extended Stay America turned a blind eye, leaving Ms. Hart and the other African-American
13 Female Front Desk Employees exposed to dangerous, sometimes life-threatening,
conditions and a volatile guest population.

14 On the evening of Sunday, November 10, 2024, Ms. Hart was the only employee working at
ESA South Natomas. No security guard was on the premises.

15 That evening, an intoxicated man became enraged at Ms. Hart after she denied him access
16 to a room that he claimed was his (despite not being listed as a guest). (In managing the
front desk, Ms. Hart was prohibited from permitting access to individuals who are not listed
as a guest in Extended Stay America’s system.) Ms. Hart called the police.

17 While Ms. Hart was on the phone with the police dispatcher, Ms. Hart’s fiancé arrived to
18 drop off food for Ms. Hart. Shortly thereafter, the intoxicated man stabbed Ms. Hart’s fiancé
19 in the neck (the “November 10, 2024 Murder”). Ms. Hart tried to stop the bleeding with bed
sheets and towels in the front desk area – but there was so much blood that it made no
20 difference. Ms. Hart’s fiancé was taken to the hospital, and Ms. Hart learned around 2:00
a.m. that night that her fiancé had died from the stabbing.

21 The November 10, 2024 Murder left Ms. Hart deeply traumatized and in shock. In response,
22 Extended Stay America displayed a callous and business-as-usual attitude, treating the
tragedy as little more than a disruption to routine operations. For example, on November
23 13, 2024 – just three days after the November 10, 2024 Murder – Nadia Herrera (“Ms.
Herrera”), a Human Resources Representative at Extended Stay America, contacted Ms.
Hart and offered a counseling session to Ms. Hart at ESA South Natomas (i.e., the scene of
the crime).

24 Later that day (November 13, 2024), Ms. Hart texted Ms. Herrera, stating: “[T]o be honest
25 I’m not gonna be able to come to that hotel tomorrow. I can’t relive this again. I keep reliving
and reliving so if it’s somewhere else we can meet I’ll do that but come in [sic] there I

1 cannot” (emphasis added). Ms. Herrera replied later that day: “I understand. We do have a
counselor coming to the hotel [ESA South Natomas] if you wish to speak with him.”

2 Ms. Hart is informed and believes, and thereon alleges, that soon after the November 10,
3 2024 Murder, Extended Stay America finally hired a full-time security guard for ESA South
4 Natomas – an action that Extended Stay America was legally obligated to take well before
the November 10, 2024 Murder. Extended Stay America’s delayed action epitomizes the
5 phrase, “too little, too late.”

6 Shortly after the November 10, 2024 Murder, Ms. Maldonado informed some ESA South
7 Natomas employees that Extended Stay America would provide training on how to de-
8 escalate dangerous situations. However, as of the date of this complaint, Ms. Hart is
9 informed and believes, and thereon alleges, that Extended Stay America has yet to provide
10 any such training.

11 On December 2, 2024, Extended Stay America constructively terminated Ms. Hart’s
12 employment. The last day that Ms. Hart ever provided any services to Extended Stay
13 America was November 10, 2024, the day of the murder.

1 VERIFICATION

2 I, **KYUNG MOON FINLEY**, am the **Attorney** in the above-entitled complaint. I have
3 read the foregoing complaint and know the contents thereof. The matters alleged are
4 based on information and belief, which I believe to be true. The matters alleged are
5 based on information and belief, which I believe to be true.

6 On January 14, 2025, I declare under penalty of perjury under the laws of the State of
7 California that the foregoing is true and correct.

8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
GRANITE BAY, CA