

Fair Wage Initiative

The people of the City of Los Angeles ordain as follows:

Section 1: Title

This measure shall be known and may be cited as the Fair Wage Initiative.

Section 2: Purpose

Workers across Los Angeles are currently experiencing severe economic distress. As wages have failed to keep pace with soaring housing costs, many working Angelinos have been required to spend an increasing share of their income to stay housed, to live far away from their workplaces, and in some cases to lose shelter altogether.

The California Housing Partnership reported in 2024 that renters in Los Angeles County needed to earn nearly three times the City of Los Angeles's minimum wage to afford the average monthly asking rent of \$2,498. In part due to low wages, an estimated three out of four Los Angeles households are now rent burdened, meaning they spend over 30% of household income on rent and utilities.

This Ordinance will increase the minimum wage for workers across the City. Raising the wage floor for low-wage workers will not only help struggling workers and their families get by, but will also benefit the broader economy as lower-wage workers tend to spend their income locally. It will also protect the interests of taxpayers by lessening the burden on the City to provide social support services to low-wage workers and their families.

To provide for consistency, this Ordinance removes exemptions and a cure period currently available to hotel and/or airport employers, which operate in one of Los Angeles's largest and most lucrative industries—tourism. It is reasonable to expect tourism businesses that are expected to generate record profits from the 2026 World Cup and 2028 Olympics, among other major events in which the City has invested significantly, to pay their workers the minimum wage. The Ordinance also increases penalties for minimum wage violations and willful minimum wage violations by hotel employers.

Finally, the Ordinance will ensure that hotel workers are paid fairly for burdensome workloads by adjusting the formula in existing law for large hotels to be required provide premium pay, prohibiting the exploitative practice of subcontracting housekeeping work, and strengthening remedies and enforcement measures.

Together, these measures will help to lessen the income inequality that plagues Los Angeles and help to ensure that struggling low-wage workers are able to support their families.

Section 3: Section 187.02 of Article 7, Chapter XVIII is amended as follows (with stricken language marked with ~~strikethrough~~, and additional language marked in underline):

SEC. 187.02. PAYMENT OF SICK TIME BENEFITS AND MINIMUM WAGE TO EMPLOYEES.

A. An Employer shall pay an Employee a wage of no less than the hourly rates set under the authority of this article.

B. ~~Employers with 26 or more Employees shall provide Sick Time Benefits pursuant to Section 187.04 and pay an hourly wage of no less than \$25.00, a wage of no less than the hourly rates set forth:~~

- ~~1. On July 1, 2026, the hourly wage shall be \$10.50.~~
- ~~2. On July 1, 2017, the hourly wage shall be \$12.00.~~
- ~~3. On July 1, 2018, the hourly wage shall be \$13.25.~~
- ~~4. On July 1, 2019, the hourly wage shall be \$14.25.~~
- ~~5. On July 1, 2020, the hourly wage shall be \$15.00.~~

C. ~~Employers with 25 or fewer Employees shall provide Sick Time Benefits pursuant to Section 187.04 and pay a wage of no less than the hourly rates set forth:~~

- ~~1. On July 1, 2017, the hourly wage shall be \$10.50.~~
- ~~2. On July 1, 2018, the hourly wage shall be \$12.00.~~
- ~~3. On July 1, 2019, the hourly wage shall be \$13.25.~~
- ~~4. On July 1, 2020, the hourly wage shall be \$14.25.~~
- ~~5. On July 1, 2021, the hourly wage shall be \$15.00.~~

~~C. D.~~ On July 1, 2028~~2~~, and annually thereafter, the minimum wage will increase based on the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the Los Angeles metropolitan area, which is published by the Bureau of Labor Statistics, or by 3%, whichever is greater. The DAA shall announce the adjusted rates on February 1st and publish a bulletin announcing the adjusted rates, which shall take effect on July 1st of each year.

~~D. E.~~ Employees who are 14-17 years of age shall be paid not less than 85 percent of the minimum wage required by Section 187.02 and rounded to the nearest nickel during their first 160 hours of employment. After more than 160 hours of employment, Employees who are 14-17 years of age shall be paid the applicable minimum wage pursuant to this article.

~~E. F.~~ A Non-Profit Corporation Employer, which also qualifies as a Local Transitional Employer, as defined by Los Angeles Administrative Code (LAAC) Section 10.25.1(m) (“Non-Profit/Local Transitional Employer”), can apply to the DAA for a limited exemption to this article. This limited exemption shall allow a “Non-Profit/Local Transitional Employer” to pay an Employee holding a Transitional Job, as defined by LAAC Section 10.25.1(s), wages less than those required under Section 187.02 during the first 18 months of employment in the Transitional Job. The intent of this limited

exemption is to create opportunities for the hardest to employ in the City, and shall be construed strictly in its application to an Employer seeking to qualify as a “Non-Profit/Local Transitional Employer”.

~~—G. For purposes of this article, on July 1, 2016, the size of an Employer’s business or Non-Profit Corporation shall be determined by the average number of Employees employed during the previous calendar year. The Employer shall comply solely under either Section 187.02 B. or C., until July 1, 2022, when the rate will be the same under both sections.~~

~~—H. For purposes of this article, the size of an Employer’s new business or Non-Profit Corporation in operation after July 1, 2016, shall initially be determined by the number of Employees employed during its first pay period. The Employer shall comply with wages due under the current year of operation under either Section 187.02 B. or C., until July 1, 2022, when the rate will be the same under both sections.~~

Section 4: Section 186.08 of Article 6, Chapter XVIII of the Los Angeles Municipal Code is amended to read as follows (with stricken language marked with ~~strikethrough~~, and additional language marked in underline):

SEC. 186.08. PENALTIES AND REMEDIES PAYABLE TO THE HOTEL WORKER.

A. Civil Enforcement Action by Hotel Worker, City, or Third Parties. Any Hotel Worker aggrieved by a violation of this article, the City Attorney, or any other person or entity acting on behalf of the public as provided for under applicable state law, may bring a civil action in a court of competent jurisdiction against the Hotel Employer. A Hotel Worker or the City, upon prevailing, shall be entitled to such legal or equitable relief as may be appropriate to remedy the violation, including, without limitation, the payment or provision of any wages, health benefits, compensated time off, or Service Charges unlawfully withheld, the payment of penalties in the amount of up to \$120 \$200 per aggrieved Hotel Worker for each day that the violation occurred or continued, reinstatement in employment and/or injunctive relief, and reasonable attorneys' fees and costs. For willful violations, the amount of monies to be paid to an aggrieved Hotel Worker shall be trebled. Any other person or entity enforcing this article on behalf of the public as provided for under applicable state law, upon prevailing, shall be entitled only to equitable, injunctive and/or restitutionary relief, and reasonable attorneys' fees and costs. Nothing in this article shall be interpreted as restricting, precluding, or otherwise limiting a separate or concurrent administrative action by the Division under Article 8 of Chapter XVIII, of this Code or a criminal prosecution under the Municipal Code or state law. Except to the extent a longer statute of limitations is allowed by the California Unfair Competition Law (California Business and Professions Code section 17208), or other applicable law, the statute of limitation for damages and penalties under this article shall be three (3) years.

B. Restitution and Penalty Assessments by the Division Payable to the Hotel Worker. Every Hotel Employer who violates this article, or any portion thereof, shall be liable to the Hotel Worker whose rights were violated for any and all relief, including, but not limited to, the payment or provision to each Hotel Worker of wages, health benefits, time off, or Service Charges unlawfully withheld and an additional penalty of up to \$120 \$200 per aggrieved person per day that each of the violations occurred or continued. For willful violations, the amount of monies to be paid to an aggrieved Hotel Worker shall be trebled. A violation for unlawfully withholding wages, health benefit payments, compensated time off, or Service Charges shall be deemed to continue from the date immediately following the date that the payments were due and payable as provided in Part 1 (commencing with Section 200) of Division 2

of the California Labor Code, to the date immediately preceding the date the amounts owed are paid in full. For retaliatory action by the Hotel Employer, the Hotel Worker shall be entitled to reinstatement and a trebling of all wages, health benefits, compensated time off, or Service Charges, and penalties owed.

Section 5: Section 186.10 of Article 6, Chapter XVIII of the Los Angeles Municipal Code is amended to read as follows (with stricken language marked with ~~strikethrough~~, and additional language marked in underline):

SEC. 186.10. WAIVERS.

A. Collective Bargaining Agreement. All the provisions of this article, or any part of the article, may be waived in a bona fide collective bargaining agreement, but only if the waiver is explicitly set forth in that agreement in clear and unambiguous terms. Unilateral implementation of terms and conditions of employment by either party to a collective bargaining relationship shall not constitute or be permitted as a waiver of all or any part of the provisions of this article.

~~B. Limited Hardship Waiver for Hotel Employers.~~

~~1. **Waiver application.** The Division shall grant a hardship waiver from the requirements of this article, subject to the limitation in subsection C below, to any Hotel Employer who demonstrates that compliance with this article would require the Hotel Employer, in order to avoid bankruptcy or a shutdown of the Hotel Employer's hotel, to reduce its workforce by more than 20 percent or curtail its Hotel Workers' total hours by more than 30 percent. The Division shall grant such a hardship waiver only after reviewing a Hotel Employer's financial condition at the Hotel Employer's expense. A hardship waiver granted under this section shall be valid for no more than one year. A determination by the Division to grant or deny a request for a hardship waiver under this section may be appealed to a hearing examiner in accordance with established city practices for hearing examiner review.~~

~~2. **Notice of waiver application.** Prior to submitting a waiver application pursuant to this section, a Hotel Employer shall provide written notice of the waiver application to all Hotel Workers employed by the Hotel Employer. Within three days of receiving a waiver determination from the Division under this section, a Hotel Employer shall provide written notice of the determination to all Hotel Workers employed by the Hotel Employer.~~

~~3. **Applicable minimum wage and health benefits upon granting of a hardship waiver.** A Hotel Employer that receives a hardship waiver under this section shall be granted a 12-month delay in providing any new wage and health benefit increases that occur after the date the completed hardship waiver application is received by the Division. A Hotel Employer granted a waiver must pay a Hotel Worker the minimum wage rate specified in Section 186.02.A.1 and provide the health care benefits specified in Section 186.04 (or the additional wage rate specified in Section 186.02.A.2 if health care benefits are not provided) that are in effect at the time the Hotel Employer submits a waiver application.~~

~~B. C. **Waiver by Employee** - The Division may waive the health care provisions in Section 186.04 with respect to and at the request of an individual Hotel Worker who is eligible for benefits under Medicare, a health plan through the U.S. Department of Veteran Affairs, or a health plan in which the Hotel Worker's spouse, domestic partner or parent is a participant or subscriber to another health~~

plan. A Hotel Worker who receives this waiver shall only be entitled to the hourly wage pursuant to Section 186.02.A.1, and an additional wage rate of:

1. \$100 per month for a full-time employee as defined by the Affordable Care Act (ACA) and who works at least 30 hours per week or 130 hours per month; or
2. \$50 per month for a half-time employee as defined by the ACA and who works less than 30 hours per week or 130 hours per month.

Section 6: Section 188.05 of Article 8, Chapter XVIII of the Los Angeles Municipal Code is amended to read as follows (with stricken language marked with ~~strikethrough~~, and additional language marked in underline):

SEC. 188.05. ENFORCEMENT.

A. Cure Period For a Violation of The Fair Work Week Ordinance.

Before an Employee or the Employee's representative can file a complaint with the Division or file a civil action alleging a violation of the Fair Work Week Ordinance, the following requirements must be met:

1. The Employee provides written notice to the Employer of the provisions of the Fair Work Week Ordinance alleged to have been violated and the facts to support the alleged violations; and
2. The Employer does not, within 15 days from receipt of the written notice to cure, take action to cure the alleged violations.

~~B. Cure Period For a Violation of the Citywide Hotel Worker Minimum Wage Ordinance.~~

~~Before an Employee or the Employee's representative can file a complaint with the Division or file a civil action alleging a violation of the Citywide Hotel Worker Minimum Wage Ordinance, the following requirements must be met:~~

- ~~1. The Employee or Employee's representative provides written notice to the Employer of the provisions of the Citywide Hotel Worker Minimum Wage Ordinance alleged to have been violated and the facts to support the alleged violations; and~~
- ~~2. The Employer does not, within 30 days from receipt of the written notice to cure, take action to cure the alleged violations.~~

BC. Reporting Violations. An Employee or any other person may report to the Division any suspected violation of the OWS-Enforced Ordinances, or this article. The Division shall encourage reporting pursuant to this article by keeping confidential, to the maximum extent permitted by applicable laws, the name and other identifying information of the Employee or person reporting the violation. With the authorization of the Employee or person reporting a violation, the Division may disclose their name and identifying information as necessary to enforce this article or for other appropriate purposes.

CD. Investigation. The Division shall be responsible for investigating possible violations of the OWS-Enforced Ordinances, and this article by an Employer or other person. The Employer shall cooperate fully in any investigation by the Division. The Division shall have access to all business sites and places of labor subject to the OWS-Enforced Ordinances, during business hours to inspect and request copies of books and records, interview employees and any other relevant witnesses, investigate such matters necessary or appropriate and request the Board of Public Works to issue a subpoena for books, papers, records, or other items relevant to the enforcement of this article. The Employer is required to provide the Division with its legal name, address, and telephone number in writing.

Section 7: Section 182.01 of Article 2, Chapter XVIII of the Los Angeles Municipal Code is amended to read as follows (with stricken language marked with ~~strikethrough~~, and additional language marked in underline):

SEC. 182.01. DEFINITIONS.

The following definitions shall apply to this article:

A. “**Additional bed room**” means a guest room with an additional bed or beds other than those regularly within the guest room, such as a cot or rollaway bed.

B. “**Adverse employment action**” means an action that detrimentally and materially affects the terms, conditions, or privileges of employment, including but not limited to any act to discharge, reduce in compensation, reduce work hours, alter established work schedules, increase workload, impose fees or charges, or change duties of a hotel worker.

C. “**Checkout room**” means a guest room to be cleaned by a hotel worker due to the departure of the guest assigned to that room.

D. “**City**” means the City of Los Angeles.

E. “**Client Hotel Employer**” means a hotel employer that obtains or is provided hotel workers to perform labor within its usual course of business from a labor contractor.

~~EF.~~ “**Division**” shall mean the Office of Wage Standards of the Bureau of Contract Administration within the Department of Public Works.

~~FG.~~ “**Emergency**” means an immediate threat to public safety or of substantial risk of property loss or destruction.

~~GH.~~ “**Guest**” means a registered guest of a hotel, a person occupying a guest room with a registered guest, or a visitor invited to a guest room by a registered guest or other person occupying a guest room.

~~HI.~~ “**Guest room**” means any room, suite of rooms, dwelling unit, cottage, or bungalow intended to be used by a guest of a hotel for transient sleeping purposes.

IJ. **“Hotel”** means an establishment that provides temporary lodging for payment in the form of overnight accommodations in guest rooms to transient patrons for periods of thirty consecutive calendar days or less, and may provide additional services, such as conference and meeting rooms, restaurants, bars, or recreation facilities available to guests or to the general public. “Hotel” includes hotels, motor lodges, motels, apartment hotels, transient occupancy residential structures and extended-stay hotels that rent units (including units with kitchens) for fewer than thirty days, private residential clubs, tourist courts, and hostels that contain both dormitory-style accommodations and private guest rooms that may be reserved, meeting the definition set forth above. “Hotel” also includes any contracted, leased or sublet premises operated in conjunction with a hotel or that is used for the primary purpose of providing services at a hotel. Except as provided above, the term “Hotel” also does not include corporate housing, rooming houses, boarding houses, single-room occupancy housing, or licensed bed and breakfast establishments within a single-unit residence. “Hotel” does not include a Short-Term Rental, as defined in Municipal Code Section 12.22 A.32.

JK. **“Hotel building”** means a structure used as a hotel that contains one or more ground-floor public or guest entrances.

KL. **“Hotel employer”** means any person who owns, controls, or operates a hotel in the City, and includes any person or contractor who, in a managerial, supervisory, or confidential capacity, employs hotel workers to provide services at a hotel in conjunction with the hotel’s purpose.

LM. **“Hotel worker”** means any person who is employed by a hotel employer to provide services at a hotel. “Hotel worker” does not include a managerial, supervisory or confidential employee.

N. **“Labor”** has the same meaning provided by California Labor Code §200.

O. **“Labor contractor”** means an individual or entity that supplies, either with or without a contract, a hotel employer with hotel workers to perform labor, as defined herein, within the hotel employer’s usual course of business. “Labor contractor” does not include either of the following: (A) a bona fide nonprofit organization that provides services to workers; or (B) a bona fide labor organization, as defined in 29 U.S.C. § 152, or an apprenticeship program, training program, or hiring hall operated pursuant to a labor-management agreement.

MP. **“Personal security device”** means a portable electronic emergency contact device, including but not limited to a panic button, that signals the hotel worker’s location and that provides direct contact between a hotel worker and a hotel security guard or responsible manager or supervisor designated by a hotel employer to respond to violent or threatening conduct. A personal security device does not include a whistle, noise-maker, alarm bell, or similar device that does not provide direct contact between the hotel worker and the designated security officer.

NQ. **“Room attendant”** means a hotel worker whose principal duties are to clean and put in order guest rooms in a hotel.

OR. **“Room cleaning”** means the performance of services or tasks that are required to maintain the cleanliness of a physical hotel room before, during, or after a guest’s stay. Room cleaning does not include time spent maintaining or organizing inventory (e.g., mini-bar, toiletries, towels, linens) or time spent

delivering such inventory to a guest room when not accompanied by other room cleaning tasks. Room cleaning does not include turndown service or tasks associated with preparing already-made beds for sleep when not accompanied by other room cleaning tasks. Room cleaning does not include preventative or as needed maintenance activities such as repair, replacement, and general maintenance of appliances, electronics, furniture, doors, windows, carpets, walls, plumbing, and other fixtures.

PS. “**Special-attention room**” means a checkout room or a guest room for which the occupant declined daily room cleaning on the immediately preceding day.

T. “**Usual course of business**” means the regular and customary work of a business, performed within or upon the premises or worksite of the client hotel employer.

QU. “**Violent or threatening conduct**” means: (1) any conduct that involves the use of physical violence or that would reasonably be interpreted as conveying a threat of the use of physical violence, and includes, but is not limited to, rape, assault (including sexual assault), and battery (including sexual battery), as defined by the California Penal Code, as well as any threat or attempt to commit such an act; or (2) any sexual conduct, or solicitation to engage in sexual conduct, directed by a guest at a hotel worker without the consent of the hotel worker and includes, but is not limited to, indecent exposure as defined by the California Penal Code.

RV. “**Workday**” means any consecutive 24-hour period commencing at the same time each calendar day

Section 8: Section 182.03 of Article 2, Chapter XVIII of the Los Angeles Municipal Code is amended to read as follows (with stricken language marked with ~~strikethrough~~, and additional language marked in underline):

SEC. 182.03. MEASURES TO PROVIDE FAIR COMPENSATION FOR WORKLOAD.

A. Workload limitation. For hotels with at least 45 guest rooms, but fewer than 60 guest rooms, a hotel employer shall not require a room attendant to perform room cleaning amounting to a total of more than 3,500 ~~4,000~~ square feet of floor space in any eight-hour workday, unless the hotel employer pays the room attendant twice the room attendant’s regular rate of pay for each and every hour worked during the workday. For hotels with 60 or more guest rooms, a hotel employer shall not require a room attendant to perform room cleaning amounting to a total of more than 3,000 ~~3,500~~ square feet of floor space in any eight-hour workday, unless the hotel employer pays the room attendant twice the room attendant’s regular rate of pay for each and every hour worked during the workday. If a room attendant during a workday is assigned to clean any combination of six or more special-attention rooms or additional-bed rooms, the total workload limitation under this section shall be reduced by 500 square feet for each such special-attention room or additional-bed room over four ~~five~~. If a room attendant is required to clean floor space in more than one hotel building during a workday, the total workload limitation under this subsection shall be reduced by 500 square feet for each additional hotel building. If a room attendant is required to clean floor space on more than two floors of a hotel building, the total workload limitation under this subsection shall be reduced by 500 square feet for each additional floor. The limitations contained in this section apply to any combination of spaces, including guest rooms, meeting rooms, and other rooms within the hotel, and apply regardless of the furniture, equipment, or

amenities in such rooms. The hotel employer shall state the actual square footage of each room in any written assignment of rooms that it provides to room attendants.

B. Workload proration. The maximum floor space set forth in subsection (a) shall be reduced on a prorated basis if a room attendant works less than eight hours in a workday, or is assigned to perform room cleaning for less than eight hours in a workday, and shall be increased on a prorated basis for each hour of overtime that a room attendant works in excess of eight hours in a workday, and shall be calculated on a prorated basis by room attendant if a room attendant is assigned to clean rooms jointly with one or more other room attendants.

C. Voluntary overtime. A hotel employer shall not require or permit a hotel worker to work more than 10 hours in a workday unless the hotel worker consents in writing to do so. A hotel worker's consent shall not be valid unless the hotel employer has advised the hotel worker in writing prior to the hotel worker's consent that the hotel worker may decline to work more than 10 hours in a workday and that the hotel employer will not subject the hotel worker to any adverse employment action for declining to work more than 10 hours in a workday. This subsection shall not apply in the event of an emergency.

D. Daily Room Sanitizing and Cleaning. A hotel shall not implement any program or policy whereby guest rooms are not sanitized and cleaned after each and every night that they are occupied, including a program under which guests receive a financial incentive to not have their guest room cleaned on a daily basis. This subsection does not prevent a hotel from continuing, modifying or establishing a sustainable environmental program, such as a "green program", under which guests are encouraged to re-use linens, bath towels or similar items, nor does it require a hotel to have any guest room cleaned when the occupant has opted-out of such service without solicitation by the hotel or when the occupant informs the hotel that they do not wish to be disturbed.

E. Preservation of records. Each hotel employer shall maintain for at least three years a record of each room attendant's name, rate of pay, pay received, identification of rooms cleaned, actual square footage of each room cleaned, number of special-attention rooms, number of additional hotel buildings, number of additional bed rooms, and total square footage cleaned for each workday, overtime hours worked for each workday, and any written consents provided pursuant to subsection C. above. A hotel employer shall make these records available for inspection and copying to any hotel worker or hotel worker's designated representative, except that the names and other personally identifying information of individual hotel workers shall be redacted except to the extent that the records identify the hotel worker who is making the request. A hotel employer shall maintain an accurate record of the square footage of each room that room attendants are assigned to clean, a copy of which shall be provided to any hotel worker who requests such record.

Section 9: A new Section 182.04 is added to Chapter XVIII, Article 2, as follows, and the remaining Sections of Article 2 are renumbered accordingly:

SEC. 182.04. SUBCONTRACTING OF HOUSEKEEPING WORK

A. Effective 30 days from the effective date of the Ordinance, a hotel employer that operates a hotel may not enter into any new, amended, or extended contract, oral or written, or any other arrangement, under which a labor contractor supplies hotel workers to perform room cleaning, as defined in section 182.02.

B. Subsection A of this section shall not apply to a temporary contract between a client hotel employer and a labor contractor that meets the following criteria:

- (1) lasts no more than 3 consecutive days and is not subject to renewal during the same calendar year;
- (2) addresses an unforeseen emergency; and
- (3) does not displace or reduce the working hours of any hotel employee employed by the client hotel employer who performs room cleaning.

C. A client hotel employer may use one or more labor contractors to perform room cleaning pursuant to one or more temporary contracts under subsection B of this section for no more than 15 days during any calendar year.

D. Each hotel employer shall maintain for a period of three (3) years records showing any contract or other arrangement with a labor contractor for the provision of hotel workers to provide room cleaning and documentation of any unforeseen emergency or unexpected increase in demand used to justify the use of a temporary contract or arrangement under subsection B of this section. A hotel employer shall make these records available for inspection and copying to any hotel worker or hotel worker's designated representative who requests such records.

Section 10: Section 182.10 of Article 2, Chapter XVIII of the Los Angeles Municipal Code is renumbered as Section 182.11 and amended to read as follows (with stricken language marked with ~~strikethrough~~, and additional language marked in underline):

SEC. 182.10. CIVIL REMEDIES.

A. **Civil action.** The City or any aggrieved person may enforce the provisions of this article by means of a civil action.

B. **Injunction.** Any person who commits an act, proposes to commit an act, or engages in any pattern or practice that violates this article may be enjoined therefrom by a court of competent jurisdiction. An action for injunction under this subsection may be brought by any aggrieved person, by the City Attorney, or by any person or entity who will fairly and adequately represent the interests of an aggrieved person or persons.

C. **Damages and penalties.** Any person who violates the provisions of this article is liable for any actual damages suffered by any aggrieved person and for ~~statutory damages penalties~~ of \$100 \$200 per violation per aggrieved person per day, except that ~~statutory damages penalties~~ for failure to maintain or provide records shall not exceed \$1,000 \$2,500 per day for all affected hotel workers. For willful violations, the amount of monies and penalties to be paid under this subsection shall be trebled. Except to the extent a longer statute of limitations is allowed by the California Unfair Competition Law (California Business and Professions Code section 17208), or other applicable law, the statute of limitation for damages and penalties under this article shall be three (3) years.

D. **Attorneys' fees and costs.** In a civil action brought under this section, the court shall award the prevailing plaintiff reasonable attorneys' fees and costs, including expert witness fees.

E. **Cumulative remedies.** The remedies set forth in this article are cumulative. Nothing in this article shall be interpreted as restricting, precluding, or otherwise limiting a separate or concurrent criminal prosecution under this Code or State law.

F. **No criminal penalties.** Notwithstanding any provision of this Code or any other ordinance to the contrary, no criminal penalties shall attach for violation of this article.

G. **Coexistence with other available relief for deprivations of protected rights.** This article shall not be construed to limit an aggrieved person's right to bring legal action for violation of any other federal, state, or local law.

Section 11: Section 10.37.15 of Article 11, Chapter 1, Division 10 of the Los Angeles Administrative Code to read as follows (with stricken language marked with ~~strikethrough~~, and additional language marked in underline):

Sec. 10.37.15. Exemptions.

Upon the request of an Employer, the DAA may exempt compliance with this article. An Employer seeking an exemption must submit the required documentation to the DAA for approval before the exemption takes effect.

(a) A Public Lessee or Licensee, that employs no more than seven people total on and off City property shall be exempted. A lessee or licensee shall be deemed to employ no more than seven people if the company's entire workforce worked an average of no more than 1,214 hours per month for at least three-fourths of the previous calendar year. If a Public Lease or License has a term of more than two years, the exemption granted pursuant to this section shall expire after two years, but shall be renewable in two-year increments.

(b) Non-Profit Organizations. Corporations organized under Section 501(c)(3) of the United States Internal Revenue Code of 1954, 26 U.S.C. § 501(c)(3), whose chief executive officer earns a salary which, when calculated on an hourly basis, is less than eight times the lowest wage paid by the corporation, shall be exempted as to all Employees other than child care workers.

(c) Students. High school and college students employed in a work study or employment program lasting less than three months shall be exempt. Other students participating in a work-study program shall be exempt if the Employer can verify to the DAA that:

(1) The program involves work/training for class or college credit and student participation in the work-study program is for a limited duration, with definite start and end dates; or

(2) The student mutually agrees with the Employer to accept a wage below this article's requirements based on a training component desired by the student.

(d) Nothing in this article shall limit the right of the Council to waive the provisions herein.

(e) Nothing in this article shall limit the right of the DAA to waive the provisions herein with respect to and at the request of an individual Employee who is eligible for benefits under Medicare, a health plan

through the U.S. Department of Veteran Affairs or a health plan in which the Employee's spouse, domestic partner or parent is a participant or subscriber to another health plan. An Employee who receives this waiver shall only be entitled to the hourly wage pursuant to Section 10.37.2(a)(2)(i) and an additional wage rate of:

1. \$100 per month for a full-time employee as defined by the Affordable Care Act (ACA) and who works at least 30 hours per week or 130 hours per month; or
2. \$50 per month for a half-time employee as defined by the ACA and who works less than 30 hours per week or 130 hours per month.

~~(f) Hardship Waiver for Airport Concessionaires with Less than 50 Employees. Airport Concessionaires subject to a lease agreement at~~

~~(1) Los Angeles International Airport that is in effect at the time of the passage of the ordinance and who have less than 50 employees may apply for a one-year hardship waiver from the requirements of this article.~~

~~(2) Hardship Waiver Application. The DAA shall grant a waiver from the requirements of this article to any Airport Concessionaire who demonstrates that compliance with this article would require the Airport Concessionaire, in order to avoid bankruptcy or a shutdown of the Airport Concessionaire's enterprise, to reduce its workforce by more than 20 percent or curtail its employees' total hours by more than 30 percent. The DAA shall grant such a hardship waiver only after reviewing the Airport Concessionaire's financial condition at the Airport Concessionaire's expense. A waiver granted under this section shall be valid for no more than one year.~~

~~(3) Notice of hardship waiver application. Prior to submitting a hardship waiver application pursuant to this section, an Airport Concessionaire shall provide written notice of the waiver application to all Employees employed by the Airport Concessionaire. Within three days of receiving a waiver determination from the DAA under this section, an Airport Concessionaire shall provide written notice of the determination to all Employees employed by the Airport Concessionaire.~~

~~(4) An Airport Concessionaire that receives a hardship waiver under this Article shall be granted a 12-month delay in providing any new wage and health benefit increases that occur after the date the completed hardship waiver application is received by the DAA. An Airport Concessionaire that is granted a hardship waiver must continue to provide its Employees with the wage, health payment, and other benefits that were in effect on the date the DAA received the hardship waiver application.~~

Section 12: Severability

If any section, subsection, sentence, clause, phrase, or application of this Ordinance or any part thereof is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions or applications of this Ordinance. The voters of the City of Los Angeles hereby declare that they would have passed this Ordinance and each and every section, subsection, subdivision, paragraph, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

Section 13: Conflicting Measures

This measure is intended to be comprehensive. It is the intent of the voters of the City of Los Angeles that, should this measure and one or more measures relating to minimum wage for workers in the City appear on the same ballot, the provisions of the other measure or measures shall be deemed to conflict with this measure. In the event that this measure receives a greater number of affirmative votes, the provisions of this measure shall prevail in their entirety, and all provisions of the other measure or measures shall be null and void.

Section 14: Effective Date

The proposed ordinance that is the subject of this initiative, once approved by the voters at an upcoming election as authorized by law, shall be deemed adopted upon the date that the vote is declared by the City Council, and shall go into effect ten (10) days after that date.

Section 15: Liberal Construction

This measure is an exercise of the initiative power of the people of the City of Los Angeles to implement the regulations set forth in the Ordinance, and it shall be liberally construed to effectuate these purposes.

Section 16: Amendments

This Ordinance may not be repealed or amended without approval of the voters of the City of Los Angeles, provided that nothing herein shall preclude amendments by the City Council that are consistent with and further the purpose of the Ordinance.