REFERENDUM AGAINST AN ORDINANCE PASSED BY THE CITY COUNCIL
ORDINANCE NO. 22-13—AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRVINE, ADDING DIVISION 6 TO TITLE 3 OF THE IRVINE MUNICIPAL CODE REGARDING HOTEL WORKER PROTECTION.

We, the undersigned, are duly registered and qualified voters of the City of Irvine, California. We hereby protest the adoption of the portions of Ordinance Number 22-13 set forth herein, adopted by the City Council on November 22, 2022, that it be submitted to a vote of the People of the City of Irvine at the next regular election or at a special election called for that purpose pursuant to Cal. Elec. Code section 9241.

Sec. 3-6-103. Measures to provide fair compensation for workload.
A. Workload. 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 4,500 square feet of floor space in any eight-hour workday, unless the hotel employer or more guest rooms, a hotel employer shall not require a room attendant to clean rooms amounting to a total of more than 3,500 square feet 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 subsection shall be reduced by 500 square feet for each such special attention room or additional bed room over five (5). 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 herein 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 spaces. The hotel employer shall state the actual square footage of each room in any written assignment of rooms that it provides to room attendants (whether on paper or in digital format).
B. Workload proration. The workload amount 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, 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. Intentionally omitted—portion not the subject of the referendum
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.
F. Notice of Workload Rights. A hotel employer shall provide written notice of the hotel workers’ rights set forth in this chapter to each hotel worker at the time of hire or within 30 days of the effective date of this chapter, whichever is later. Such written notice shall be provided in English, Spanish, and any other language known by the hotel employer to be spoken by ten percent or more of the hotel workers employed by the hotel employer.

Sec. 3-6-109, Civil Enforcement and Remedies.
A. Civil action. The City or any aggrieved person may enforce the provisions of this chapter 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 chapter may be enjoined therefor 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. Any person who violates the provisions of this chapter is liable for any actual damages suffered 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.
C. Damages and penalties. Any person who violates the provisions of this chapter is liable for any actual damages suffered by any aggrieved person, and any person who violates the provisions of this chapter is liable for statutory damages for person or for statutory damages up to the amount of $100 per aggrieved person per day, whichever is more, except that statutory damages for person or for statutory damages up to the amount of $1,000 per day, whichever is more, except that statutory damages for person or for statutory damages up to the amount of $1,000 per day, whichever is more.
D. Attorney’s fees and costs. In a civil action brought under this section, the court shall award the prevailing party reasonable attorney’s fees and costs, including expert witness fees, except that, notwithstanding Section 998 of the Code of Civil Procedure, a prevailing defendant using expert witness fees, the plaintiff shall not be awarded fees and costs unless the court finds the action was frivolous, unreasonable, or groundless when brought, or the plaintiff shall not be awarded fees and costs unless the court finds the action was frivolous, unreasonable, or groundless when brought, or the plaintiff shall not be awarded fees and costs unless the court finds the action was frivolous, unreasonable, or groundless when brought, or the plaintiff.
E. Cumulative remedies. The remedies set forth in this chapter are cumulative. Nothing in this chapter shall be interpreted as restricting, continuing to litigate it after it clearly became so.
F. No criminal penalties. Notwithstanding any provision of this Municipal Code or any other ordinance to the contrary, no criminal penalties shall attach for violation of this chapter.
G. Coexistence with other available relief for deprivation of protected rights. This chapter 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.