



County of Los Angeles

September 30, 2025

Dawyn R. Harrison
County Counsel

Board of Supervisors

Hilda L. Solis
Supervisor, First District

Holly J. Mitchell
Supervisor, Second District

Lindsey P. Horvath
Supervisor, Third District

Janice Hahn
Supervisor, Fourth District

Kathryn Barger
Supervisor, Fifth District

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Re: Ordinance Amending Title 8 — Consumer Protection, Business, and Wage Regulations, by renumbering and renaming Chapter 8.201 – COVID-19 Right of Recall, as Chapter 8.22 – Right of Recall; and by renumbering and renaming Chapter 8.202, COVID-19 Right of Retention, as Chapter 8.23 – Right of Retention (08/08/2023 Board Agenda; Item No. 9, Directive 2)

Dear Supervisors:



On August 8, 2023, your Board directed our office to compare the County's COVID-19 Right of Recall and COVID-19 Right of Retention Ordinances with the "right to recall" and "worker retention" ordinances in the cities of West Hollywood, Santa Monica, and Los Angeles, and to make revisions to the County Ordinances if they provide less protections than those in the cities. The analysis and proposed ordinance are enclosed for your Board's consideration.

Very truly yours,


pr DAWYN R. HARRISON
County Counsel

DRH:MB:eg

Enclosures

c: Fesia A. Davenport
Chief Executive Officer

Edward Yen, Executive Officer
Board of Supervisors

ANALYSIS

This ordinance amends Title 8 – Consumer Protection, Business, and Wage Regulations, of the Los Angeles County Code, by renumbering Chapter 8.201 as Chapter 8.22, and making permanent the right of recall for janitorial, maintenance, security service, and hospitality workers who are laid off; and by renumbering Chapter 8.202 as Chapter 8.23, and making permanent certain legal protections for workers to be retained when certain specified businesses change ownership or control.

DAWYN R. HARRISON
County Counsel

By 
MICHAEL S. BUENNAGEL
Senior Deputy County Counsel
Government Services Division

MSB:bl

Requested: 11/29/23
Revised: 05/9/25

ORDINANCE NO. _____

An ordinance amending Title 8 – Consumer Protection, Business and Wage Regulations of the Los Angeles County Code, by renumbering Chapter 8.201 as Chapter 8.22 and to make permanent the right of recall for janitorial, maintenance, security service, and hospitality workers who are laid off; and by renumbering Chapter 8.202 as Chapter 8.22 and to make permanent certain legal protections for workers to be retained when certain specified businesses change ownership or control.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Chapter 8.201 is hereby amended to read as follows:

CHAPTER 8.2012 COVID-19 RIGHT OF RECALL

SECTION 2. Section 8.201.010 is hereby amended to read as follows:

8.2012.010 Purpose.

During the COVID-19 pandemic and the resulting economic upheaval, the County enacted legal protections for certain workers laid off due to the pandemic to ensure fair employment practices and to reduce the demand on government-funded social services. These protections, which ensured janitorial, maintenance, security service, and hospitality service employers honor their former employees' right to return to their jobs, helped speed the transition back to a functioning labor market and lessened the damage to the County's economy. As the worst effects of the pandemic wane, these protections remain vitally important for workers in janitorial, maintenance, security service, and hospitality service positions, to ensure they have an opportunity to

return to their jobs if they happen to be laid off, to benefit both the affected workers, their dependents, and the local economy.

SECTION 3. Section 8.201.020 is hereby amended to read as follows:

8.2012.020 Definitions.

The following definitions shall apply to this Chapter:

- A. "County" means the unincorporated areas of the County of Los Angeles.
- B. "Commercial Property Employer" means an owner, operator, manager or lessee, including a contractor, subcontractor or sublessee, of a non-residential property in the County that employs 25 or more janitorial, maintenance or security service workers. ~~Only the janitorial, maintenance, and security service workers who perform work for a Commercial Property Employer are covered by this Chapter.~~ The only employees of a Commercial Property Employer covered by this Chapter are the Commercial Property Employer's janitorial, maintenance, and security service workers.
- C. "Employer" means a Commercial Property Employer ~~and~~ or a Hotel Employer. For purposes of this Chapter, an "Employer" does not include non-profit entities. Federal, state, and local government agencies ~~shall be~~ are exempt from this Chapter. The private contractors of an Employer are not exempt.
- D. "Hotel Employer" means an owner, operator or manager of a residential building in the County designated or used for public lodging or other related service for the public and either contains 50 or more guestrooms or ~~has~~ earned gross receipts in ~~2019~~ the prior fiscal year exceeding \$5 million. A Hotel Employer includes the owner, operator, manager, or lessee of any restaurant physically located on hotel premises.

E. "Laid Off Worker" means any person who, in a particular week, performs at least two hours of work within the geographical boundaries of the County for an Employer, has a Length of Service with the Employer of six months or more, and whose most recent separation from active employment by the Employer occurred on or after March 4, 2020, as a result of a lack of business, a reduction in work force or other economic, non-disciplinary reason. This ordinance creates a rebuttable presumption that any termination occurring on or after March 4, 2020, was due to a non-disciplinary reason.

F. "Length of Service" means the total of all periods of time during which an employee has been in active service for an Employer, including periods of time when the Employee was on leave or vacation.

SECTION 4. Section 8.201.030 is hereby amended to read as follows:

8.201.030 Right of Recall.

A. Priority for Laid Off Workers. An Employer shall make the offer to a Laid Off Worker in writing, to the last known mailing address, email, and text message phone number, to the extent the Employer possesses such information, of any position which is or becomes available after this Chapter's effective date for which the Laid Off Worker is qualified. A Laid Off Worker is qualified---and must be offered a position in the order of priority below---if the Laid Off Worker:

1. Held the same or similar position at the same site of employment at the time of the Laid Off Worker's most recent separation from active service with the Employer; or

2. ~~Is or can be qualified for the position~~ or can be qualified for the position with the same training that would be provided to a new worker hired into that position.

If more than one Laid Off Worker is entitled to preference for a position, the Employer shall offer positions to the Laid Off Worker with the greatest Length of Service in Subsections A.(1) and then A.(2) of this Section with the Employer at the employment site.

B. Time Limit. A Laid Off Worker who is offered a position pursuant to this Chapter shall be given no less than ~~five~~ten (510) business days in which to accept or decline the offer. A "business day" is any day except Saturday, Sunday, or official state holidays.

SECTION 5. Section 8.201.040 is hereby amended to read as follows:

8.201.040 Retaliatory Action Prohibited.

No Employer shall refuse to employ, terminate, reduce in compensation, or otherwise take any adverse action against any person for seeking to enforce his or her rights under this Chapter by any lawful means, for participating in proceedings related to this Chapter, for opposing any practice proscribed by this Chapter, or for otherwise asserting rights under this Chapter. This Section shall also apply to any Laid Off Worker who mistakenly, but in good faith, alleges noncompliance with this Chapter.

SECTION 6. Section 8.201.050 is hereby amended to read as follows:

8.2012.050 Enforcement.

A. A Laid Off Worker may bring an action in the Superior Court of the State of California against an Employer for violations of this Chapter and may be awarded:

1. Hiring and reinstatement rights pursuant to this Chapter.
2. All actual damages (including, but not limited to, lost pay and benefits) suffered by the Laid Off Worker ~~and/or~~ for statutory damages in the sum of \$1,000, whichever is greater.
3. Punitive damages, pursuant to California Civil Code section 3294.
4. The court shall award reasonable attorneys' fees and costs to a Laid Off Worker who prevails in any such enforcement action and to an Employer who prevails and obtains a court determination that the ~~worker's~~ lawsuit was frivolous.

B. A civil action by a Laid Off Worker alleging a violation of any provision of this ~~article~~ Chapter shall commence only after the following requirements have been met:

1. The Laid Off Worker provides written notice to the Employer of the provisions of the Chapter alleged to have been violated and the facts to support the alleged violation; and
2. The Employer is provided fifteen (15) days from receipt of the written notice to cure any alleged violation.

C. Notwithstanding any provision of this Code, or any other ordinance to the contrary, no criminal penalties shall attach for violation of this Chapter.

SECTION 7. Section 8.201.060 is hereby deleted in its entirety:

~~8.201.060~~ ————— ~~Regulations.~~

~~The County of Los Angeles may promulgate and enforce rules and regulations, and issue determinations and interpretations, consistent with and necessary for the implementation of this Chapter. Such rules and regulations, determinations and interpretations shall have the force of law and may be relied upon by Employers, Laid Off Workers, and other persons to determine their rights and responsibilities under this Chapter.~~

SECTION 8. Section 8.201.070 is hereby amended to read as follows:

8.2012.0760 No Preemption of Higher Standards.

The purpose of this Chapter is to ensure minimum labor standards. ~~This Chapter does not preempt or prevent the establishment of superior employment standards (including higher wages) or the expansion of coverage by ordinance, resolution, contract, or any other action of the County.~~ This Chapter shall not be construed to limit a discharged Employee's right to bring a common law cause of action for wrongful termination.

SECTION 9. Section 8.201.080 is hereby amended to read as follows:

**8.2012.0870 Exemption for Collective Bargaining Agreement,
Express Waiver.**

All of the provisions of this Chapter, or any part thereof, may be ~~expressly~~-waived in a collective bargaining agreement, but only if the waiver is explicitly set forth in the 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 to constitute, a waiver of all or any of the provisions of this Chapter.

SECTION 10. Section 8.201.090 is hereby amended to read as follows:

~~8.2012.0980~~ No Waiver of Rights.

Except for a collective bargaining agreement provision made pursuant to Section ~~8.2012.080~~, any waiver by a Laid Off Worker of any or all provisions of this Chapter shall be deemed contrary to public policy and shall be void and unenforceable. Other than in connection with the bona fide negotiation of a collective bargaining agreement, any request by an Employer to a worker to waive rights given by this Chapter shall constitute a violation of this Chapter.

SECTION 11. Section 8.201.100 is hereby amended to read as follows:

~~8.2012.40090~~ Severability.

If any section, subsection, sentence, clause or phrase of this Chapter is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Chapter. The Board of Supervisors hereby declares that it would have adopted this Chapter and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional, without regard to whether any portion of the Chapter would be subsequently declared invalid or unconstitutional.

SECTION 12. Section 8.201.110 is hereby deleted in its entirety:

~~8.201.110~~ Report.

~~Before March 1, 2022, the Chief Executive Office shall report to the Board on the effectiveness of the provisions of this Chapter in protecting workers' stability of employment, recommendations for additional protections that further the intent of this Chapter, and whether the provisions of the Chapter are still necessary based on the County's recovery from the impacts of the COVID-19 pandemic.~~

SECTION 13. Chapter 8.202 is hereby amended to read as follows:

CHAPTER 8.2023 COVID-19 RIGHT OF RETENTION

SECTION 14. Section 8.202.010 is hereby repealed and replaced to read as follows:

8.2023.010 Purpose.

As a result of the COVID-19 pandemic, many workers in the County of Los Angeles faced significant job and economic insecurity. To ensure fair employment practices during the economic upheaval resulting from the pandemic and to reduce the demand on government-funded social services, the County enacted legal protections requiring janitorial, maintenance, security service, and hospitality service employers to retain their workers when the businesses changed ownership or control. These protections helped speed the transition back to a functioning labor market and lessened the damage to the County's economy. As the worst effects of the COVID-19 pandemic wane, these protections remain vitally necessary to ensure janitorial, maintenance,

security service, and hospitality service workers have an opportunity to retain their jobs even if ownership of their employer is transferred to new owners.

SECTION 15. Section 8.202.020 is hereby amended to read as follows:

8.2023.020 Definitions.

The following definitions shall apply to this Chapter:

A. "Business" means a Commercial Property Employer or Hotel Employer, as defined in Chapter 8.204~~2~~. For purposes of this Chapter, a "Business" does not include non-profit entities. Federal, state, and local government agencies are~~shall be~~ exempt from this Chapter. The private contractors of a Business are not exempt.

B. "Change in Control" means any sale, assignment, transfer, contribution, or other disposition of all or substantially all of the assets used in the operation of a Business, or a discrete portion of a Business that continues to operate as the same type of Business of the Incumbent Business Employer, or any Person who controls the Incumbent Business Employer.

C. "County" means the unincorporated areas of the County of Los Angeles.

D. "Employment Commencement Date" means the date on which a Worker retained by the Successor Business Employer pursuant to this Chapter commences work for the Successor Business Employer in exchange for compensation under the terms and conditions established by the Successor Business Employer or as required by law.

E. "Incumbent Business Employer" means the Person who owns, controls, and/or operates a Business prior to the Change in Control.

F. "Length of Service" means the total of all periods of time during which a Worker has been in active service, including periods of time when the worker was on leave or vacation.

G. "Person" means an individual, corporation, partnership, limited partnership, limited liability company, business trust, estate, trust, association, joint venture, agency, instrumentality, or any other legal or commercial entity, whether domestic or foreign. Person does not include non-profit organizations or federal, state, or local government agencies ~~who shall be exempt from this Chapter.~~

H. "Successor Business Employer" means the Person who owns, controls, and/or operates a Business after the Change in Control.

I. "Transfer Document" means the purchase agreement or other documents creating a binding arrangement to effect the Change in Control.

J. "Worker" means an individual employed by the Incumbent Business Employer: (1) who has a Length of Service with the Incumbent Business Employer for six (6) months or more; (2) whose primary place of employment is a Business subject to a Change in Control; (3) who is employed or contracted to perform work functions directly by the Incumbent Business Employer, or by a Person who has contracted with the Incumbent Business Employer to provide services at the Business subject to the Change in Control; and (4) who worked for the Incumbent Business Employer on or after March 4, 2020, prior to the execution of the Transfer Document. "Worker" does not include a managerial, supervisory, or confidential employee ~~or who are hired through a~~ temporary staffing agency employee.

SECTION 16. Section 8.202.030 is hereby amended to read as follows:

8.2023.030 Business Worker Retention.

A. Business Employer's Responsibilities.

1. The Incumbent Business Employer shall, within fifteen (15) calendar days after execution of a Transfer Document, provide to the Successor Business Employer the name, address, date of hire, and occupation classification of each Worker.

2. The Successor Business Employer shall maintain a preferential hiring list of Workers identified by the Incumbent Business Employer as set forth in Subsection A.1 of this Section, and shall be required to hire from that list for a period beginning upon the execution of the Transfer Document and continuing for six (6) months after the Business is open to the public under the Successor Business Employer.

3. If the Successor Business Employer extends an offer of employment to a Worker, the Successor Business Employer shall retain written verification of that offer for no fewer than three (3) years from the date the offer was made. The verification shall include the name, address, date of hire, and occupation classification of each Worker.

B. Transition Employment Period.

1. A Successor Business Employer shall retain each Worker hired pursuant to this Chapter for no fewer than ninety (90) calendar days following the Worker's Employment Commencement Date. During the 90-day transition employment

period, a Worker shall be employed under reasonable terms and conditions of employment or as required by law. The Successor Business Employer shall provide a Worker with a written offer of employment. This offer shall remain open for at least five (5) business days from the date of the offer. A "business day" is any day except Saturday, Sunday, or official state holidays.

2. If, within the period established by Subsection A.2 of this Section 8.202.030.A.2, the Successor Business Employer determines that it requires fewer Workers than were required by the Incumbent Business Employer, the Successor Business Employer shall ~~offer the position to~~ retain the Worker in the same occupational classification with the greatest length of service with the Incumbent Business Employer.

3. During the 90-day transition employment period, the Successor Business Employer shall not discharge without cause a Worker retained pursuant to this Chapter.

4. At the end of the 90-day transition employment period, the Successor Business Employer shall perform a written performance evaluation for each Worker retained pursuant to this Chapter. If the Worker's performance during the 90-day transition employment period is satisfactory, the Successor Business Employer shall consider offering the Worker continued employment under the terms and conditions established by the Successor Business Employer or as required by law. The Successor Business Employer shall retain a record of the written performance evaluation period of no fewer than three (3) years.

C. Notice of Change in Control.

1. The Incumbent Business Employer shall post written notice of the Change in Control at the location of the affected Business within five (5) business days following the execution of the Transfer Document. Notice shall remain posted during any closure of the Business and for six (6) months after the Business is open to the public under the Successor Business Employer. Notice shall include, but not be limited to, the name of the Incumbent Business Employer and its contact information, the name of the Successor Business Employer and its contact information, and the effective date of the Change in Control.

2. Notice shall be posted in a conspicuous place at the Business so as to be readily viewed by Workers, other employees, and applicants for employment.

SECTION 17. Section 8.202.040 is hereby amended to read as follows:

8.2023.040 Retaliatory Action Prohibited.

No Incumbent or Successor Business Employer employing a Worker shall discharge, reduce in compensation, or otherwise discriminate against any Worker for opposing any practice proscribed by this Chapter, for participating in proceedings related to this Chapter, for seeking to exercise their rights under this Chapter by any lawful means, or for otherwise asserting rights under this Chapter.

SECTION 18. Section 8.202.050 is hereby amended to read as follows:

8.2023.050 Enforcement.

A. A Worker may bring an action in the Superior Court of the State of California against an Incumbent Business Employer or the Successor Business Employer for violations of this Chapter and may be awarded:

1. Hiring and reinstatement rights pursuant to this Chapter. For a Worker, the 90-day transition employment period begins on the Worker's Employment Commencement Date with the Successor Business Employer.

2. Front or back pay for each day the violation continues, which shall be calculated at a rate of compensation not less than the higher of:

a. The average regular rate of pay received by the Worker during the last three (3) years of their employment in the same occupation classification; or

b. The most recent regular rate received by the Worker while employed by either the Business, Incumbent Business Employer, or the Successor Business Employer.

3. Value of the benefits the Worker would have received under the Successor Business Employer's benefits plan.

B. A civil action by a Worker alleging a violation of any provision of this Chapter shall commence only after the following requirements have been met:

1. The Worker provided written notice to the Incumbent Business Employer and/or the Successor Business Employer of the provision of the Chapter alleged to have been violated and the facts supporting the alleged violation; and

2. The Incumbent Business Employer and/or the Successor Business Employer is provided fifteen (15) days from the receipt of the written notice to cure any alleged violation.

C. The court shall award reasonable attorney's fees and costs to a Worker who prevails in any such enforcement action and to an Incumbent Business Employer and/or the Successor Business Employer who prevails and obtains a court determination that the Worker's lawsuit was frivolous.

D. Notwithstanding any provision of this Code, or any other ordinance to the contrary, no criminal penalties shall attach for violation of this Chapter.

SECTION 19. Section 8.202.060 is hereby amended to read as follows:

**8.2023.060 Exemption for Collective Bargaining Agreement,
Express Waiver.**

All of the provisions of this Chapter, or any part thereof, may be ~~expressly~~-waived in a collective bargaining agreement, but only if the waiver is explicitly set forth in the 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 to constitute, a waiver of all or any of the provisions of this Chapter.

SECTION 20. Section 8.202.070 is hereby amended to read as follows:

8.2023.070 No Waiver of Rights.

Except for a collective bargaining agreement provision made pursuant to Section 8.2023.060, any waiver by a Worker of any or all provisions of this Chapter shall be deemed contrary to public policy and shall be void and unenforceable. Other than in connection with the bona fide negotiation of a collective bargaining agreement, any

request by an Employer to a Worker to waive rights given by this Chapter shall be a violation of this Chapter.

SECTION 21. Section 8.202.080 is hereby amended to read as follows:

8.2023.080 Severability.

If any section, subsection, sentence, clause or phrase of this Chapter is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Chapter. The Board of Supervisors hereby declares that it would have adopted this Chapter and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional, without regard to whether any portion of the Chapter would be subsequently declared invalid or unconstitutional.

SECTION 22. Section 8.202.090 is hereby deleted in its entirety:

~~8.202.090~~ Report.

~~Before March 1, 2022, the Chief Executive Office shall report to the Board on the effectiveness of the provisions of this Chapter in protecting workers' stability of employment, recommendations for additional protections that further the intent of this Chapter, and whether the provisions of the Chapter are still necessary based on the County's recovery from the impacts of the COVID-19 pandemic.~~

[CH8201MBCC]