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Superior Court of California
County of Riverside
6/25/2020
L. Melendrez
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

ARMANDO MONTANO, as an individual
and on behalf of all other aggrieved
employees,

Plaintiff,

vs.

ALLIANCE RESIDENTIAL, LLC., an
Arizona Limited Liability Company; and
DOES 1 through 100,

Defendants.

Case No. **RIC2002097**

**REPRESENTATIVE ACTION
COMPLAINT:**

**(1) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *et seq.*)**

UNLIMITED CIVIL CASE

1 Plaintiff Armando Montano (“Plaintiff”), on behalf of himself and all other aggrieved
2 employees hereby brings this Representative Action Complaint against Alliance Residential, LLC
3 an Arizona Limited Liability Company; and DOES 1 to 100, inclusive (collectively
4 “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of himself, all other aggrieved employees, and the State of
7 California, hereby brings this representative action for recovery of civil penalties under the Private
8 Attorneys General Act (“PAGA”), California Labor Code § 2698 *et seq.*

9 2. This Court has jurisdiction over Defendants because, upon information and belief,
10 Defendants are citizens of California, have sufficient minimum contacts in California, or
11 otherwise intentionally avail themselves to the California market so as to render the exercise of
12 jurisdiction over them by the California courts consistent with the traditional notions of fair play
13 and substantial justice.

14 **VENUE**

15 3. Venue as to each Defendant is proper in this judicial district pursuant to California
16 Code of Civil Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions
17 complained of herein occurred in Riverside County. Defendants own, maintain offices, transact
18 business, have agent(s) within Riverside County, and/or otherwise are found within Riverside
19 County, and Defendants are within the jurisdiction of this Court for purposes of service of process.

20 **PARTIES**

21 4. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
22 Plaintiff was, and currently is, a California resident. During the one year immediately preceding
23 the filing of this Representative Action Complaint and within the statute of limitations periods
24 applicable to each cause of action pled herein, Plaintiff was employed by Defendants as an hourly
25 non-exempt employee. Plaintiff was, and is a victim of Defendants’ policies and/or practices
26 complained herein, and has been deprived of the rights guaranteed under California Business &
27 Professions Code § 17200 *et seq.*; Labor Code § 226; and Industrial Welfare Commission Wage
28 Order No. 5, which sets the employment standards for the “Public Housekeeping Industry.”

1 5. Plaintiff is informed and believes, and based thereon alleges, that during the one
2 year preceding Plaintiff's giving of the required notice under the PAGA, and continuing to the
3 present, Defendants did (and continue to do) business by managing residential properties in the
4 County of Riverside, and employed Plaintiff and other, similarly aggrieved employees within the
5 County of Riverside and, therefore, were (and are) doing business in the County of Riverside and
6 the State of California.

7 6. Plaintiff does not know the true names or capacities, whether individual, partner,
8 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
9 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
10 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed,
11 and believes, and thereon alleges, that each of said fictitious defendants, whether individual,
12 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
13 and proximately caused Plaintiff and the aggrieved employees to be subject to the unlawful
14 employment practices, wrongs, injuries and damages complained of herein.

15 7. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
16 herein, Defendants were and are the employers of Plaintiff and the aggrieved employees.

17 8. At all times herein mentioned, each of said Defendants participated in the doing
18 of the acts hereinafter alleged to have been done by the named Defendants. Furthermore, the
19 Defendants, and each of them, were the agents, servants, and employees of each and every one of
20 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
21 were acting within the course and scope of said agency and employment. Defendants, and each
22 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
23 omissions complained of herein.

24 9. At all times mentioned herein, Defendants, and each of them, were members of
25 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
26 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
27 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and the
28 aggrieved employees.

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11. During Plaintiff's tenure with Defendants, Defendants issued facially deficient wage statements to Plaintiff and other aggrieved employees. First, the wage statements fail to list the correct total hours worked and therefore, fail to comply with Labor Code § 226(a)(2). Specifically, the wage statements issued by Defendants generally included an item titled "total hours worked," which stated "0.0000" regardless of the number of hours actually worked, and/or a line item that stated "total hours," which included the "hours" attributed to meal period premiums, holiday and vacation pay, and sick pay, even though the hours ascribed to these types of earnings are not considered hours worked. The "total hours" line item also double-counted overtime hours worked, and/or included other items in "total hours" other than hours worked. Further, the wage statements furnished by Defendants failed to list the applicable rates of pay for regular, overtime and double-time hours, in violation of Labor Code § 226(a)(9).

12. Plaintiff is informed and believes, and based thereon alleges, that the violations alleged herein are continuing until the present. Based on the foregoing, Plaintiff seeks to represent himself and all aggrieved employees, as defined by Labor Code § 2699(c).

PRIVATE ATTORNEYS GENERAL ACT
(AGAINST ALL DEFENDANTS)

14. Defendants have committed Labor Code violations against Plaintiff and other aggrieved employees. Plaintiff is an “aggrieved employee” within the meaning of Labor Code §§ 2698 *et seq.*, and acting on behalf of himself, other aggrieved employees, and the State of California, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, other aggrieved employees against whom one or more of the violations has been

committed, and the State of California according to proof, pursuant to Labor Code § 2699, including, but not limited to: (1) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation of Labor Code § 226, pursuant to Labor Code § 226.3 per employee per pay period; and/or (2) \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, pursuant to Labor Code § 2699(f), based on the following Labor Code violation:

- a. Failing to furnish Plaintiff and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226.

15. On or about January 15, 2020, Plaintiff notified Defendant Alliance Residential, LLC via certified mail, and the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to the Labor Code violation identified in Paragraph 14(a). Now that sixty-five days have passed from Plaintiff’s notifying Defendants and the LWDA of this violation, Plaintiff has exhausted his administrative requirements for bringing a claim under the PAGA with respect to foregoing Labor Code violation.

16. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which he is entitled to recover under California Labor Code § 2699.

PRAYER

WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf this suit is brought against Defendants, jointly and severally, as follows:

1. Upon the First Cause of Action, for civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 2699(a) and (f) including, but not limited to: (1) \$250.00 for each initial violation, and \$1,000.00 for each subsequent violation, of Labor Code § 226, pursuant to Labor Code § 226.3 per employee per pay

1 period; and/or (2) \$100.00 for each initial violation and \$200 for each subsequent violation per
2 employee per pay period for those violations of the Labor Code for which no civil penalty is
3 specifically provided, pursuant to Labor Code § 2699(f), based on the foregoing Labor Code
4 violations.

5 2. On all causes of action, for attorneys' fees and costs as provided by Labor Code §
6 2699(g), and Code of Civil Procedure § 1021.5; and

7 3. For such other and further relief the Court may deem just and proper.

8
9 Dated: March 23, 2020

HAINES LAW GROUP, APC

10
11 By:



Paul K. Haines
Attorneys for Plaintiff