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on behalf of themselves and all other aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ALEXANDRE PASSOS, an individual;) **Case No.**
JENNIFER ALLEN, an individual, on behalf of)
themselves and all other aggrieved employees;)

Plaintiffs,

**COMPLAINT FOR ENFORCEMENT
UNDER THE PRIVATE ATTORNEYS
GENERAL ACT, CALIFORNIA LABOR
CODE § 2698, ET SEQ.**

vs.

Violation of California Labor Code § 2698, et
seq. (California Labor Code Private Attorneys
General Act of 2004)

Beaumont Management Co., Inc., a California
Corporation; AB-PV, Inc., a California
corporation; JOHN DOE, an individual, and
DOES 1-100;

Defendants.

1 Plaintiffs ALEXANDRE PASSOS and JENNIFER ALLEN ("Representative Plaintiffs"
2 "Plaintiffs") alleges as follows:

3 **PARTIES**

4 1. Representative Plaintiffs are individuals who reside in California and were
5 employed by defendants Beaumont Management Co., Inc., and AB-PV, Inc. (hereinafter
6 collectively referred to as "Defendants," or the "Companies") from on or about March 13, 2017
7 until on or about April 16, 2019.

8 2. Defendant JOHN DOE (hereinafter, "Defendant DOE") were Representative
9 Plaintiffs direct report and supervisor at Defendants. Defendant DOE, acting as Agent of
10 Defendants, was responsible for Representative Plaintiffs schedules, timekeeping, and clocking in
11 and out for rest breaks, meal breaks, and shifts.

12 3. Representative Plaintiffs are informed, believe, and thereupon alleges that at all
13 times mentioned herein Defendants are California Corporations, licensed to do business and
14 actually doing business in the State of California.

15 4. Representative Plaintiff is unaware of the true names and capacities, whether
16 corporate, individual, or otherwise, of defendants named as DOES 1 through 100, inclusive.
17 Pursuant to California Code of Civil Procedure section 474, Representative Plaintiff will seek leave
18 of court to amend this complaint to state said Defendants' true names and capacities when the same
19 have been ascertained. Representative Plaintiff is informed and believes and based on such
20 information and belief alleges that said fictitiously-named defendants are responsible in some
21 manner for the injuries and damages to Representative Plaintiff, and other aggrieved employees as
22 further alleged herein.

23 **VENUE AND JURISDICTION**

24 5. Venue is proper under California Code of Civil Procedure section 395 and under
25 California Government Code section 12965(b), in that Representative Plaintiff's injuries were
26 incurred within the County of Los Angeles, the actions giving rise to Representative Plaintiff's
27 complaint arose within the County of Los Angeles, and Defendant is located in the County of Los
28 Angeles.

STATEMENT OF FACTS

6. This is only a Private Attorney General Action Complaint, pursuant to California Labor Code section 2699 et seq., on behalf of Plaintiffs and all other persons similarly situated who worked for Defendants at their California locations as non-exempt hourly employees - (herein collectively identified as "other aggrieved employees") for:

- (i) failure to pay overtime and double time in violation of Labor Code sections 510, 1198 and the applicable Wage Orders;
- (ii) failure to pay the minimum wage in violation of Labor Code 1182.12, 1194, 1197, 1197.1, 1198, and the applicable Wage Orders;
- (iii) failure to provide rest and meal periods in violation of Labor Code sections 226.7, 512(a), 1198, and the applicable Wage Orders;
- (iv) failure to keep accurate payroll records and provide itemized wage statements in violation of Labor Code 226(a), 1174(d), 1198, and the applicable Wage Orders;
- (v) failure to pay all wages earned on time in violation of Labor Code sections 204;
- (vi) failure to pay all wages earned upon discharge or resignation in violation of Labor Code sections 201, 202, and 203;
- (vii) failure to reimburse necessary, business-related expenses in violation of Labor Code sections 2800 and 2802;
- (viii) failure to provide adequate lodging in violation of Labor Code sections 6400, 6401, 6401.7, 6402, 6403, 6404, 6406, 6407, 6409.1, and the applicable Wage Orders;
- (ix) illegal rounding practices in violation of Labor Code section 204.

7. Representative Plaintiffs were hired by Defendants as Property Managers. Plaintiff ALEXANDRE PASSOS ("PASSOS") was hired on or about October 1, 2000, and Plaintiff JENNIFER ALLEN ("ALLEN") was hired on or about January 16, 2019. Representative Plaintiffs both worked for Defendants up until on or about January 24, 2020, when their employment was terminated.

8. Defendants have a consistent policy of failing to pay for straight and overtime hours worked by the Defendants' non-exempt hourly California employees in violation of California law.

1 Defendants failed to pay Representative Plaintiffs and other similarly aggrieved employees for all
2 of the time in which they were under its control as stated above.

3 9. Defendants failed to pay its aggrieved employees' overtime in accordance with state
4 law when they worked in excess of 8 hours in a day and/or 40 hours within a workweek.
5 Defendants also failed to pay their aggrieved employees double time in accordance with California
6 state law.

7 10. Representative Plaintiffs and other aggrieved employees were frequently required to
8 work during their meal periods and rest breaks. During so-called "working lunches" and missed
9 breaks, employees had to finish tasks that they did not have time to finish during their regular shift
10 because of understaffing, insufficient scheduling, and/or other actions or inactions by Defendants.

11 11. Defendants failed to provide Representative Plaintiffs and other aggrieved
12 employees with meal periods in accordance with Labor Code Sections 512 and 226.7. Aggrieved
13 employees were often not afforded an opportunity to take an off-duty meal period of at least 30
14 minutes within the first five hours of their shift because of work demands, understaffing, and/or
15 other actions or inactions by Defendants as can be evidenced by the employee records.

16 12. When aggrieved employees worked in excess of 10 hours in a day, they were not
17 offered an opportunity to take a second meal period in accordance with Labor Code section 512.

18 13. Representative Plaintiffs and other aggrieved employees were not provided a
19 premium wage payment pursuant to Labor Code section 226.7 for their unprovided meal periods
20 and rest periods as they were not relieved of all duties and responsibilities as required by the law.
21 Defendants' failure to properly pay Representative Plaintiffs and other aggrieved employees for all
22 hours worked in these instances violates Labor Code sections 201, 202, 203, 204, 223, 510, 1194
23 and 1198.

24 14. Defendants and Defendant DOE, being aware of these occurrences, still deducted 30
25 minutes from Representative Plaintiffs and other aggrieved employees pay on these days that they
26 were required to continue working without a legal meal period by altering and adjusting time-
27 sheets and time-cards.

28 15. Defendants also failed to provide Plaintiffs and other aggrieved employees with a

1 10-minute rest break for every four hours of work, or every major fraction thereof, as employees
2 were forced to work extended periods without rest breaks due to understaffing, audits, meetings
3 and/or other actions or inactions by Defendants. Defendants also failed to provide their employees
4 with a premium wage payment pursuant to Labor Code section 226.7 when it failed to provide its
5 employees with legally adequate rest breaks.

6 16. Additionally, Defendants required Representative Plaintiffs and other aggrieved
7 employees to work without appropriate compensation, including the payment of at least minimum
8 wage for such work time as described above in violation of Labor Code sections 201, 202, 203,
9 204, 223, 510, 1194, 1197, 1197.1 and 1198, and the Industrial Welfare Commission ("IWC")
10 Wage Orders, Order No. 5.

11 17. California Labor Code section 226(a) provides that every employer shall furnish to
12 each of its employees an accurate itemized wage statement in writing, showing, among other
13 things, all applicable hourly rates in effect during the pay period and the corresponding correct
14 number of hours worked at each hourly rate by the employee. Defendants' wage statements fail to
15 comply with this section of the Labor Code as they list the incorrect rates of pay and the incorrect
16 number of hours worked at each rate of pay.

17 18. The number of hours that the employees actually spent working for the Companies,
18 which are listed on the pay stubs, is incorrect because of the Companies' failure to properly
19 compensate its employees for all of the time that they spent working under their employer's control
20 due to its failure to pay for all work time, including, but not limited to, during "working lunches"
21 missed rest breaks, and missed meal breaks.

22 19. Defendants also failed to indemnify Plaintiffs and other aggrieved employees for all
23 necessary expenditures or losses incurred by the employee's in direct consequence of the discharge
24 of their duties, or of their obedience to the directions of the Defendant. This includes, but is not
25 limited to; Personal vehicle use, personal cell phone use, personal computer use, travel expenses,
26 lodging, and parking expenses.

27 20. Representative Plaintiffs and other aggrieved employees were directed to use their
28 own personal cell phones and computers in order to communicate with other employees and clients

1 and to perform work tasks. Further, Plaintiffs were also regularly made to travel at the behest of
2 Defendants, but were not paid for their travel expenses or their parking expenses as required by
3 law. Plaintiffs and the other aggrieved employees would not have been able to successfully
4 accomplish their job duties absent incurring these personal expenses. The Companies failed to
5 indemnify Plaintiffs and other aggrieved employees for all necessary expenditures or losses
6 incurred by the employee's in direct consequence of the discharge of their duties, or of their
7 obedience to the directions of the Defendant in violation of Labor Code 2800 and 2802.

8 21. Defendants "rounding" practices are neither neutral on their face or as applied in
9 violation Labor Code 204 as defined by the California Court of Appeals in (*See's Candy Shops,*
10 *Inc. v. Superior Court* (2012) 210 Cal.App.4th 889, 909.) and as adopted by the California DLSE.
11 These violations can be shown by a review of the employment timekeeping records.

12 22. Plaintiffs and all aggrieved employees who were separated from their employment
13 with Defendants, to whom Defendants willfully failed to pay for all hours worked, as described
14 herein, are also entitled to up to penalties pursuant to California Labor Code sections 201, 202,
15 203 and 558.

16 23. Defendants' failure to properly pay Plaintiffs and other aggrieved employees for all
17 hours worked in these instances violate Labor Code sections 201, 202, 203, 204, 223, 510, 558,
18 1194 and 1198 which requires that employees be timely paid all wages due to them. Defendants
19 also knowingly underpaid Plaintiffs in violation of Labor Code section 1194.2 as noted above, and
20 caused Plaintiffs to work for longer hours than those fixed by law in violation of Labor Code
21 section 1199.

22 24. Plaintiffs expressed concerns in writing, corroborated by reports furnished to
23 Defendants, regarding the habitability of their provided lodging. These complaints and reports were
24 ignored by Defendants. Defendants failure to provide Plaintiffs with adequate lodging violates
25 IWC Wage Order No. 5, and California Labor Code sections 6400, 6401, 6401.7, 6402, 6403,
26 6404, 6406, 6407, and 6409.1.

27 25. Plaintiffs filed their PAGA Notice on April 6, 2020, by furnishing copies of their
28 PAGA Notice to all named Defendants and their representative Agents for Service of Process, as

1 well as the California LWDA. As of June 10, 2020, 65-days after Plaintiffs initial PAGA Notice,
2 Plaintiffs have not received correspondence from the LWDA regarding their intent to investigate
3 Plaintiffs claims.

4 **FIRST CAUSE OF ACTION**

5 **(VIOLATION OF LABOR CODE § 2698, ET SEQ.)**

6 **(By Plaintiff Against Defendants and Does 1 through 10, inclusive)**

7 26. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through
8 21, and each and every part thereof with the same force and effect as though fully set forth herein.

9 27. PAGA expressly establishes that any provisions of the California Labor Code which
10 provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments,
11 divisions, commissions, boards, agencies or employees for a violation of the California Labor
12 Code, may be recovered through a civil action brought by an aggrieved employee on behalf of
13 himself or herself, and other current or former employees.

14 28. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
15 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized
16 to exercise the same discretion, subject to the same limitations and conditions, to assess a civil
17 penalty.

18 29. Plaintiffs and the other hourly-paid or non-exempt employees, are “aggrieved
19 employees” within the meaning of California Labor Code section 2699(c) as they are all current or
20 former employees of Defendants, and one or more of the alleged violations was committed against
21 them.

22 **Failure to Pay Overtime**

23 30. Defendants’ failure to pay legally required overtime wages to Plaintiffs and the
24 other aggrieved employees is in violation of the applicable Wage Orders and constitutes unlawful
25 and/or unfair activity prohibited by California Labor Code sections 510 and 1198.

26 **Failure to Pay Minimum Wages**

27 31. Defendants’ failure to pay legally required minimum wages to Plaintiffs and the
28 other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair

1 activity prohibited by California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

2 **Failure to Provide Meal Periods**

3 32. Defendants' failure to provide legally required meal periods to Plaintiffs and the
4 other aggrieved employees is in violation of the applicable Wage Orders and constitutes unlawful
5 and/or unfair activity prohibited by California Labor Code sections 226.7 and 512(a).

6 **Failure to Provide Rest Periods**

7 33. Defendants' failure to provide legally required rest periods to Plaintiffs and the
8 other aggrieved employees is in violation of the applicable Wage Orders and constitutes unlawful
9 and/or unfair activity prohibited by California Labor Code section 226.7.

10 **Failure to Keep Accurate and Provide Itemized Wage Statements**

11 34. Defendants' failure to keep accurate, and provide itemized wage statements to
12 Plaintiffs and the other aggrieved employees in accordance with Labor Code section 226(a),
13 1174(d), and 1198 constitutes unlawful and/or unfair activity prohibited by California Labor Code
14 section 226(a), 1174(d), and 1198.

15 **Failure to Timely Pay Wages During Employment**

16 35. Defendants' failure to timely pay wages to Plaintiffs and the other aggrieved
17 employees during employment in accordance with Labor Code section 204 constitutes unlawful
18 and/or unfair activity prohibited by California Labor Code section 204.

19 **Failure to Timely Pay Wages Upon Termination**

20 36. Defendants' failure to timely pay wages to Plaintiffs and the other aggrieved
21 employees upon termination in accordance with Labor Code sections 201, 202, and 203 constitutes
22 unlawful and/or unfair activity prohibited by California Labor Code sections 201, 202, and 203.

23 **Failure to Reimburse Necessary Business-Related Expenses and Costs**

24 37. Defendants' failure to reimburse Plaintiffs and the other aggrieved employees for
25 necessary business-related expenses and costs in accordance with California Labor Code sections
26 2800 and 2802 constitutes unlawful and/or unfair activity prohibited by California Labor Code
27 sections 2800 and 2802.

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Failure to Provide Adequate Lodging

38. Defendants failure to provide Plaintiffs with adequate lodging violates IWC Wage Order No. 5, and California Labor Code sections 6400, 6401, 6401.7, 6402, 6403, 6404, 6406, 6407, and 6409.1.

Illegal Rounding Practices

39. Defendant's failure to institute a rounding practice that is both neutral on its face and in its application is in violation of Labor Code 204, as defined by the California Court of Appeals in (*See's Candy Shops, Inc. v. Superior Court* (2012) 210 Cal.App.4th 889, 909.), and as adopted by the California DLSE.

40. Pursuant to California Labor Code section 2699, Plaintiffs, individually, and on behalf of all aggrieved employees, requests and is entitled to recover from Defendants and each of them, business expenses, unpaid wages, and/or untimely wages according to proof, interest, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all statutory penalties against Defendants, and each of them, including but not limited to:

a. Penalties under California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;

b. Penalties under California Code of Regulations Title 8 section 11010, et seq. in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;

c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalties provided in the California Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation; and

d. Any and all additional penalties and sums as provided by the California

1 Labor Code and/or other statutes.

2 41. Pursuant to California Labor Code section 2699(i), civil penalties recovered by
3 aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor and
4 Workforce Development Agency for the enforcement of labor laws and education of employers
5 and employees about their rights and responsibilities and twenty-five percent (25%) to the
6 aggrieved employees.

7 42. Further, Plaintiffs are entitled to seek and recover reasonable attorneys' fees and
8 costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable
9 statute.

10 THEREFORE, Representative Plaintiffs and the individuals they seek to represent request
11 relief as described below:

12 **PRAYER**

13 THEREFORE, Representative Plaintiffs prays for judgment against Defendants, and Does 1
14 through 100, and each of them, as follows:

- 15 1. Statutory attorneys' fees and costs under PAGA and California Code of Civil
16 Procedure Section 1021.5;
17 2. Statutory penalties under PAGA;
18 3. Costs of suit; and
19 4. Such further relief as the Court deems just and proper.

20 Dated: August 10, 2020

21 **HAIG B. KAZANDJIAN LAWYERS, APC**
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23 By: 

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