

KINGSLEY SZAMET EMPLOYMENT LAWYERS

ERIC B. KINGSLEY, Esq. (SBN 185123)

eric@kingsleylawyers.com

JESSICA BULAON, Esq., (SBN 340749)

jessi@kingsleylawyers.com

16133 Ventura Blvd., Suite 1200

Encino, CA 91436

Tel: (818) 990-8300, Fax (818) 990-2903

EMIL DAVTYAN, Esq. (SBN-299363)

emil@d.law

D. LAW, INC.

400 N. Brand Blvd, 7th Floor

Glendale, CA 91203

Tel (818)875-2008, Fax (818)722-3974

Attorneys for Plaintiffs and all aggrieved employees

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

MANDY C. MENA; RAUL E. ZAMORA;
ANTONIO PEREZ; as individuals, on behalf
of the State of California, as their own private
attorney generals,

PLAINTIFFS,

v.

ABODE COMMUNITIES; and DOES 1 thru
50, inclusive,

DEFENDANTS.

CASE NO. 23STCV28338

[Case Assigned for All Purposes to Hon. Lia
Martin in Dept. 3]

Consolidated with Case No. 22STCV33949

**CONSOLIDATED FIRST AMENDED
REPRESENTATIVE ACTION
COMPLAINT:**

1. Penalties Pursuant to Labor Code § 2699, et seq. for violations of Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and 2802

FILED
Superior Court of California
County of Los Angeles

02/10/2026

David W. Slayton, Executive Officer / Clerk of Court

By: N. DiGiambattista Deputy

1 Plaintiffs Mandy C. Mena, Raul E. Zamora, and Antonio Perez (“Plaintiffs”) , on behalf of
2 themselves and the people of the State of California and as “aggrieved employees” under the Labor
3 Code Private Attorneys General Act of 2004, §2699, et seq. (“PAGA”) complains against Abode
4 Communities (“Defendant”), a corporation, and DOES 1 to 50 (collectively “Defendants”), as
5 follows:

6 **I.**

7 **GENERAL ALLEGATIONS**

8 1. This is a Representative Action, pursuant to Labor Code §2699 et seq., on behalf
9 of the following individuals:

10 All persons who are employed or have been employed as an hourly
11 employee by Abode Communities, in the State of California who
12 worked one or more pay periods since one (1) year prior to the date
13 of Plaintiff’s notice letter to the Labor & Workforce Development
14 Agency (“LWDA”) and continuing to the present. (“aggrieved
15 employees”)

16 2. For at least one (1) year prior to the date of the letter sent to the Labor & Workforce
17 Development Agency and Defendant giving notice of this claim pursuant to PAGA and continuing
18 to the present, Defendant has failed to properly comply with Labor Code §§ 201, 202, 203, 226(a),
19 226.7, 510, 512, 1194, 1194.2, 1199, and 2802.

20 3. Defendant engaged in a practice of failing to pay wages/overtime pursuant to Labor
21 Code §§ 510, 1194, 1194.2, and 1199. Defendant had a consistent policy of failing to compensate
22 Plaintiffs and all aggrieved employees for time they were on-call. Defendant places significant
23 restrictions on Plaintiffs and other aggrieved employees during on-call time, including restricting
24 travel and barring activities that would make the employee unreachable. Employees are not free
25 to us on-call time for their own purposes. Time spent on call constitutes “hours worked” under
26 California law, but Defendant has not compensated Plaintiffs and aggrieved employees for this
27 time. Thus, Plaintiffs are aggrieved employees within the meaning of PAGA and Defendant has
28 violated Labor Code §§ 510, 1194, and 1199 with respect to Plaintiffs and all aggrieved employees.

4. Defendant has had a consistent practice and policy of violating Labor Code §§
226.7 and 512. Here, Defendant failed to apprise Plaintiffs and the aggrieved employees of their

rights associated with meal periods and failed to provide timely meal periods. Defendant has had a consistent policy of: (1) requiring Plaintiffs and the aggrieved employees to take late meal breaks that occurred after the first five hours of each shift; and (2) failed to pay such employees one (1) hour of pay at the employees' regular rate of compensation for each workday that the first meal period was not provided within the first (5) hours of the shift or that a second meal period was not provided. Thus, Plaintiffs are aggrieved employees within the meaning of PAGA and Defendant has violated Labor Code §§ 226.7 and 512 with respect to Plaintiffs and all aggrieved employees.

5. Defendant has had a consistent practice and policy of violating Labor Code § 226.7. Defendant failed to provide Plaintiffs and the aggrieved employees with rest breaks of not less than ten (10) minutes per four (4) hour work period, or major fraction thereof. Defendant maintains an unlawful policy of requiring Plaintiffs and the aggrieved employees to remain on the premises during rest periods in violation of *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257, 269 (2016) (an employer that limits where an employee can take a break does not "relinquish control over how employees spend their time"). As Such, Defendant failed to provide Plaintiffs and the aggrieved employees with compliant rest periods. Further, Plaintiffs and the aggrieved employees were not compensated with one (1) hour of wages for each missed rest period as required by Labor Code § 226.7.

6. Defendant has had a consistent practice and policy of violating Labor Code § 2802. Defendant has failed to reimburse Plaintiffs and aggrieved employees the cost of using their personal cell phones, tools and supplies for business related purposes. Specifically, Defendant required Plaintiffs and the aggrieved employees to be available by cell phone and answer/use their cellphones while working and the cellphones were necessary to perform their job duties. Plaintiffs and the aggrieved employees were also required to download an application on her personal cell phone to clock in and out of their scheduled working shifts. Defendant required that Plaintiffs and the aggrieved employees purchase tools, cleaning supplies and light bulbs, and this was necessary to perform their job duties. These cell phones, tools, cleaning supplies and light bulbs were not provided by Defendant, and Defendant failed to reimburse Plaintiffs and the aggrieved employees for the costs associated with using these personal cell phones, tools and supplies. Thus, Plaintiffs

are aggrieved employees within the meaning of PAGA and Defendant has violated Labor Code § 2802 with respect to Plaintiffs and all aggrieved employees.

7. Defendant has had a consistent practice and policy of violating Labor Code § 226(a). Labor Code § 226(a)(2) requires that every employer shall semimonthly or at the time of each payment of wages, furnish each of his or her employees, an accurate itemized statement in writing showing the total hours worked by the employee. Labor Code §226(a)(9) requires that every employer shall semimonthly or at the time of each payment of wages, furnish each of his or her employees, an accurate itemized statement in writing showing all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Here, Plaintiffs and the aggrieved employees are issued wage statements that do not include the total hours worked and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. As such, Plaintiffs are aggrieved employees within the meaning of PAGA and Defendant has violated Labor Code §226(a) with respect to Plaintiffs and all aggrieved employees.

8. Defendant has violated Labor Code § 203, which provides that if “an employer willfully fails to pay...any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days.” Here, Plaintiffs and all aggrieved employees were not paid all wages due upon their separation from Defendant’s employ. As such, Plaintiffs are aggrieved employees and Defendant failed to pay Plaintiff and all aggrieved employees all wages due at the time of termination or within seventy-two (72) hours of their resignation and have failed to pay those sums for thirty (30) days thereafter in violation of Labor Code §203.

9. Plaintiffs, on behalf of themselves and all aggrieved employees presently or formerly employed by Defendant during the liability period, brings this representative action pursuant to Labor Code §2699, et seq. seeking penalties for Defendant’s violation of Labor Code Sections §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and 2802.

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2 **II.**

3 **JURISDICTION & VENUE**

4 10. This Court has subject matter jurisdiction over any and all causes of action asserted
5 herein pursuant to Article VI, §10 of the California Constitution and California Code of Civil
6 Procedure §410.10 by virtue of the fact that this is a civil action in which the matter in controversy,
7 exclusive of interest, exceeds \$35,000, and because each cause of action asserted arises under the
8 laws of the State of California or is subject to adjudication in the courts of the State of California.

9 11. This Court has personal jurisdiction over Defendant because Defendant has caused
10 injuries in Los Angeles County and the State of California through their acts, and by their violation
11 of the California Labor Code and California state common law.

12 12. At all times set forth herein, Defendant is and was, based upon information and
13 belief, a California corporation doing business in Los Angeles County and in the State of California
14 with its California address at 1149 S Hill Street, Suite 700, Los Angeles, CA 90015. At all relevant
15 times, Defendant employed Plaintiffs in the State of California.

16 13. Venue as to each Defendant is proper in this judicial district, pursuant to Code of
17 Civil Procedure §395. Defendant operates within California and does business within the county
18 of Los Angeles, California. The unlawful acts alleged herein have a direct effect on Plaintiffs and
19 all “aggrieved employees” within the State of California and Los Angeles County.

20 **PARTIES**

21 **A. Plaintiff**

22 14. Plaintiffs are residents of State of California. Plaintiffs were employed by
23 Defendant as non-exempt employees in California.

24 15. Upon information and belief, Plaintiffs and all aggrieved employees are covered by
25 California Industrial Welfare Commission Occupational Wage Order No. 5-2001 (Title 8 Cal.
26 Code of Regs. § 11050.)

27 16. Plaintiffs and all current and former employees are aggrieved employees within the
28 meaning of Labor Code §2699, et seq. (See Labor Code §2699(c).)

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2 **B. Defendants**

3 17. Defendant ABODE COMMUNITIES is a California Corporation operating in
4 California including in the County of Los Angeles. The Defendant's California address is 1149 S
5 Hill Street, Suite 700, Los Angeles, CA 90015. Defendant employed Plaintiffs and the other
6 aggrieved employees within California. Some of the violations alleged herein arose in the County
7 of Los Angeles, California.

8 18. The true names and capacities, whether individual, corporate, associate, or
9 otherwise, of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to
10 Plaintiffs, who therefore sues Defendants by such fictitious names under Code of Civil Procedure
11 §474. Plaintiffs are informed and believes, and based thereon alleges, that each of the Defendants
12 designated herein as a DOE is legally responsible in some manner for the unlawful acts referred
13 to herein. Plaintiffs will seek leave of court to amend this Complaint to reflect the true names and
14 capacities of the Defendants designated hereinafter as DOES when such identities become known.

15 19. Plaintiffs are informed and believes, and based thereon alleges, that each of the
16 Defendants acted in all respects pertinent to this action as the agent of the other Defendants, carried
17 out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each of
18 the Defendants are legally attributable to the other Defendants.

19 20. The Defendants named herein as DOE 1 through DOE 10 are and were persons
20 acting on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one
21 or more provisions of the California Labor Code and public policy as alleged herein.

22 21. Furthermore, Defendants acted in all respects as the employers or joint employers
23 of aggrieved employees. Defendants, and each of them, exercised control over the wages, hours or
24 working conditions of aggrieved employees, or suffered or permitted the aggrieved employees to
25 work, or engaged, thereby creating a common law employment relationship, with the aggrieved
26 employees. Therefore, Defendants, and each of them, employed or jointly employed the aggrieved
27 employees.

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2 **III.**

3 **FACTUAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

4 22. Plaintiffs and the aggrieved employees are, and at all times pertinent hereto, have
5 been classified as non-exempt employees.

6 23. Upon information and belief, Plaintiffs and the aggrieved employees are covered
7 by California Industrial Welfare Commission Occupational Wage Order No. 5-2001 (Title 8 Cal.
8 Code of Regs. § 11050).

9 24. On a regular and consistent basis, for all aggrieved employees employed by
10 Defendant, Defendant has failed to comply with Labor Code §§ 201, 202, 203, 226(a), 226.7, 510,
11 512, 1194, 1194.2, 1199, and 2802.

12 **IV.**

13 **CAUSES OF ACTION**

14 **FIRST CAUSE OF ACTION**

15 **PLAINTIFFS AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS**
16 **FOR PENALTIES PURSUANT TO LABOR CODE §2699, ET SEQ. FOR VIOLATIONS**
17 **OF LABOR CODE §§201, 202, 203, 226(A), 226.7, 510, 512, 1194, 1194.2, 1199, AND 2802**

18 25. Plaintiffs reallege and incorporate by reference all previous paragraphs.

19 26. For at least one (1) year prior to the date of the letter sent to the Labor & Workforce
20 Development Agency and Defendant giving notice of these PAGA claims and continuing to the
21 present, Defendant has engaged in a practice of failing to pay wages/overtime pursuant to Labor
22 Code §§ 510, 1194, 1194.2, and 1199. Labor Code §§ 1194 and 1199 require an employer to pay
23 its employees the legal minimum wage and the legal overtime compensation applicable. Labor
24 Code § 510(a) states that eight hours of labor constitutes a day's work and any work in excess of
25 eight hours in one workday and any work in excess of 40 hours in any one workweek must be
26 compensated at the rate of no less than one and one-half times the regular rate of pay for an
27 employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less
28 than twice the regular rate of pay. Defendant had a consistent policy of failing to compensate

1 Plaintiffs and all aggrieved employees for time they were on-call. Defendant places significant
2 restrictions on Plaintiffs and other aggrieved employees during on-call time, including restricting
3 travel and barring activities that would make the employee unreachable. Employees are not free
4 to us on-call time for their own purposes. Time spent on call constitutes “hours worked” under
5 California law, but Defendant has not compensated Plaintiffs and aggrieved employees for this
6 time. Thus, Plaintiffs are aggrieved employees within the meaning of PAGA and Defendant has
7 violated Labor Code §§ 510, 1194, and 1199 with respect to Plaintiffs and all aggrieved employees.

8 27. For at least one (1) year prior to the date of the letter sent to the Labor & Workforce
9 Development Agency and Defendant giving notice of these PAGA claims and continuing to the
10 present, Defendant has had a consistent practice and policy of violating Labor Code §§ 226.7 and
11 512. Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of compensation
12 for each meal period the employer fails to provide. Employees are entitled to a first meal period
13 of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the first five (5)
14 hours of the shift, and a second meal period of at least thirty (30) minutes for shifts over ten (10)
15 hours. Likewise, the Wage Orders (5-2001) state that: An employer may not employ an employee
16 for a work period of more than ten (10) hours per day without providing the employee with a
17 second meal period of not less than thirty (30) minutes, except that if the total hours worked is no
18 more than twelve (12) hours, the second meal period may be waived by mutual consent of the
19 employer and the employee only if the first meal period was not waived. Pursuant to Labor Code
20 § 226.7(c), if an employer fails to provide an employee with a lawful meal period, the employer
21 must pay the employee one (1) hour of pay at the employee’s regular rate of compensation for
22 each workday that a thirty (30) minute uninterrupted meal period was not provided, was not
23 provided in full, or was not provided in a timely manner. Here, Defendant failed to apprise
24 Plaintiffs and the aggrieved employees of their rights associated with meal periods and failed to
25 provide timely meal periods. Defendant has had a consistent policy of: (1) requiring Plaintiffs and
26 the aggrieved employees to take late meal breaks that occurred after the first five hours of each
27 shift; and (2) failed to pay such employees one (1) hour of pay at the employees’ regular rate of
28 compensation for each workday that the first meal period was not provided within the first (5)

1 hours of the shift or that a second meal period was not provided. Thus, Plaintiffs are aggrieved
2 employees within the meaning of PAGA and Defendant has violated Labor Code §§ 226.7 and
3 512 with respect to Plaintiffs and all aggrieved employees.

4 28. For at least one (1) year prior to the date of the letter sent to the Labor & Workforce
5 Development Agency and Defendant giving notice of these PAGA claims and continuing to the
6 present, Defendant has had a consistent practice and policy of violating Labor Code § 226.7.
7 Defendant failed to provide Plaintiffs and the aggrieved employees with rest breaks of not less
8 than ten (10) minutes per four (4) hour work period, or major fraction thereof. Defendant maintains
9 an unlawful policy of requiring Plaintiffs and the aggrieved employees to remain on the premises
10 during rest periods in violation of *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257, 269
11 (2016) (an employer that limits where an employee can take a break does not “relinquish control
12 over how employees spend their time”). As Such, Defendant failed to provide Plaintiffs and the
13 aggrieved employees with compliant rest periods. Further, Plaintiffs and the aggrieved employees
14 were not compensated with one (1) hour of wages for each missed rest period as required by Labor
15 Code § 226.7.

16 29. For at least one (1) year prior to the date of the letter sent to the Labor & Workforce
17 Development Agency and Defendant giving notice of these PAGA claims and continuing to the
18 present, Defendant has had a consistent practice and policy of violating Labor Code § 2802. Labor
19 Code § 2802 provides that an employer shall indemnify his or her employee for all necessary
20 expenditures or losses incurred by the employee in direct consequence of the discharge of his or
21 her duties, or of his or her obedience to the directions of the employer, even though unlawful,
22 unless the employee, at the time of obeying the directions, believed them to be unlawful. Defendant
23 has failed to reimburse Plaintiffs and aggrieved employees the cost of using their personal cell
24 phones, tools and supplies for business related purposes. Specifically, Defendant required
25 Plaintiffs and the aggrieved employees to be available by cell phone and answer/use their
26 cellphones while working and the cellphones were necessary to perform their job duties. Plaintiffs
27 and the aggrieved employees were also required to download an application on her personal cell
28 phone to clock in and out of their scheduled working shifts. Defendant required that Plaintiffs and

1 the aggrieved employees purchase tools, cleaning supplies and light bulbs, and this was necessary
2 to perform their job duties. These cell phones, tools, cleaning supplies and light bulbs were not
3 provided by Defendant, and Defendant failed to reimburse Plaintiffs and the aggrieved employees
4 for the costs associated with using these personal cell phones, tools and supplies. Thus, Plaintiffs
5 are aggrieved employees within the meaning of PAGA and Defendant has violated Labor Code §
6 2802 with respect to Plaintiffs and all aggrieved employees.

7 30. For at least one (1) year prior to the date of the letter sent to the Labor & Workforce
8 Development Agency and Defendant giving notice of these PAGA claims and continuing to the
9 present, Defendant has had a consistent practice and policy of violating Labor Code § 226(a).
10 Labor Code § 226(a)(2) requires that every employer shall semimonthly or at the time of each
11 payment of wages, furnish each of his or her employees, an accurate itemized statement in writing
12 showing the total hours worked by the employee. Labor Code §226(a)(9) requires that every
13 employer shall semimonthly or at the time of each payment of wages, furnish each of his or her
14 employees, an accurate itemized statement in writing showing all applicable hourly rates in effect
15 during the pay period and the corresponding number of hours worked at each hourly rate by the
16 employee. Here, Plaintiffs and the aggrieved employees are issued wage statements that do not
17 include the total hours worked and all applicable hourly rates in effect during the pay period and
18 the corresponding number of hours worked at each hourly rate by the employee. As such, Plaintiffs
19 are aggrieved employees within the meaning of PAGA and Defendant has violated Labor Code
20 §226(a) with respect to Plaintiffs and all aggrieved employees.

21 31. For at least one (1) year prior to the date of the letter sent to the Labor & Workforce
22 Development Agency and Defendant giving notice of these PAGA claims and continuing to the
23 present, Defendant has violated Labor Code § 203, which provides that if “an employer willfully
24 fails to pay...any wages of an employee who is discharged or who quits, the wages of the employee
25 shall continue as a penalty from the due date thereof at the same rate until paid or until an action
26 therefor is commenced; but the wages shall not continue for more than 30 days.” Here, Plaintiffs
27 and all aggrieved employees were not paid all wages due upon their separation from Defendant’s
28 employ. As such, Plaintiffs are aggrieved employees and Defendant failed to pay Plaintiffs and

1 all aggrieved employees all wages due at the time of termination or within seventy-two (72) hours
2 of their resignation and have failed to pay those sums for thirty (30) days thereafter in violation of
3 Labor Code §203.

4 32. Defendant's violation of Labor Code Labor Code §§ 201, 202, 203, 226(a), 226.7,
5 510, 512, 1194, 1194.2, 1199, and 2802 was all done on a regular and consistent basis.

6 33. As a result of the acts alleged above, Plaintiffs seek penalties under Labor Code
7 §2699, et seq. because of Defendant's violation of Labor Code §§ 201, 202, 203, 226(a), 226.7,
8 510, 512, 1194, 1194.2, 1199, and 2802.

9 34. Under Labor Code §§2699(f)(2) and 2699.5, for each such violation, Plaintiffs and
10 all other aggrieved employees are entitled to penalties in an amount to be shown at the time of trial
11 subject to the following formula:

12 a. \$100 for the initial violation per employee per pay period; and

13 b. \$200 for each subsequent violation per employee per pay period.

14 35. These penalties will be allocated 75% to the Labor & Workforce Development
15 Agency and 25% to the affected employees.

16 36. On August 15, 2022, Plaintiff Mandy C. Mena electronically filed a PAGA Claim
17 Notice to the LWDA, via the State of California Labor and Workforce Development Agency /
18 Department of Industrial Relations website (<https://dir.tfaforms.net/308>) and mailed by certified
19 mail, return receipt requested, to Defendant setting forth the specific facts and theories of the
20 violations alleged against Defendants, as prescribed by Labor Code §2698 et seq. (Exhibit "1".)
21 On August 18, 2022, Defendant signed a certified mail return receipt verifying that it received
22 Plaintiff's letter. (Exhibit "2".) Pursuant to Labor Code §2699.3(a)(2)(A), no notice was received
23 by Plaintiff from the LWDA evidencing its intention to investigate within 65 calendar days of the
24 postmark date of the notice. Therefore, Plaintiff is entitled to commence a civil action as though
25 the LWDA has chosen not to investigate.

26 37. On September 13, 2023, Plaintiffs Raul E. Zamora and Antonio Perez electronically
27 filed a PAGA Claim Notice to the LWDA, via the State of California Labor and Workforce
28 Development Agency / Department of Industrial Relations website (<https://dir.tfaforms.net/308>)

1 and mailed by certified mail, return receipt requested, to Defendant setting forth the specific facts
2 and theories of the violations alleged against Defendants, as prescribed by Labor Code §2698 et
3 seq. (Exhibit “3”.) On September 19, 2023, Defendant signed a certified mail return receipt
4 verifying that it received Plaintiffs’ letter. (Exhibit “4”.) Pursuant to Labor Code §2699.3(a)(2)(A),
5 no notice was received by Plaintiffs from the LWDA evidencing its intention to investigate within
6 65 calendar days of the postmark date of the notice.

7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiffs seek judgment against Abode Communities and Does 1 to 50,
9 Inclusive, and each of them, as follows for Plaintiffs and all aggrieved employees:

- 10 a. For penalties and other relief pursuant to Labor Code § 2699, *et seq.* for
11 Defendant’s violation of Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2,
12 1199, and 2802.
- 13 b. An award of prejudgment and post judgment interest;
- 14 c. An award providing for payment of costs of suit;
- 15 d. An award of attorneys’ fees; and
- 16 e. Such other and further relief as this Court may deem proper and just.

17 DATED: February 6, 2026

KINGSLEY SZAMET EMPLOYMENT
LAWYERS

19
20 By: 

21 Eric B. Kingsley
22 Attorneys for Plaintiffs and all aggrieved employees
23
24
25
26
27
28

EXHIBIT "1"

KINGSLEY & KINGSLEY

| L A W Y E R S |

August 15, 2022

LABOR & WORKFORCE DEVELOPMENT AGENCY
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Abode Communities
1149 S Hill Street, Suite 700
Los Angeles, CA 90015

Re: Mandy C. Mena v. Abode Communities
California Labor Code § 2699 Penalties

Gentlepersons:

This office represents Mandy C. Mena (“Plaintiff”) and a proposed group of current and former employees working for Abode Communities (“Defendant”) in the State of California. The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698, *et. seq.* We herein set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant’s aggrieved employees.

Plaintiff wishes to bring a representative action on behalf of herself and the State of California as well as on behalf of a group of aggrieved employees defined as: All persons who are employed or have been employed as an hourly employee by Abode Communities, in the State of California who worked one or more pay periods since one (1) year prior to the date of this letter and continuing to the present. (“aggrieved employees”).

Defendant has violated Labor Code §§ 510, 1194, 1194.2 and 1199. Labor Code §§ 1194 and 1199 require an employer to pay its employees the legal minimum wage and the legal overtime compensation applicable. Labor Code § 510(a) states that eight hours of labor constitutes a day’s work and any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek must be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay.

Defendant had a consistent policy of failing to compensate Plaintiff and all aggrieved employees for time they were on-call. Defendant places significant restrictions on Plaintiff and other aggrieved employees during on-call time, including restricting travel and barring activities that would make the employee unreachable. Employees are not free to use on-call time for their own purposes. Time spent on call constitutes “hours worked” under California law, but Defendant has not compensated Plaintiff and aggrieved employees for this time.

Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of compensation for each meal period the employer fails to provide. Employees are entitled to a first meal period of at

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California Labor Code §2699 Penalties

August 15, 2022

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least thirty (30) minutes for shifts over five (5) hours, to be provided within the first five (5) hours of the shift, and a second meal period of at least thirty (30) minutes for shifts over ten (10) hours. Likewise, the Wage Orders (5-2001) state that: An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived. Pursuant to Labor Code § 226.7(c), if an employer fails to provide an employee with a lawful meal period, the employer must pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that a thirty (30) minute uninterrupted meal period was not provided, was not provided in full, or was not provided in a timely manner.

Here, Defendant failed to apprise Plaintiff and the aggrieved employees of their rights associated with meal periods and failed to provide timely meal periods. Defendant has had a consistent policy of: (1) requiring Plaintiff and the aggrieved employees to take late meal breaks that occurred after the first five hours of each shift; and (2) failed to pay such employees one (1) hour of pay at the employees' regular rate of compensation for each workday that the first meal period was not provided within the first (5) hours of the shift or that a second meal period was not provided.

Pursuant to Labor Code § 226.7 and Wage Order 5-2001, Defendant failed to provide Plaintiff and the aggrieved employees with rest breaks of not less than ten (10) minutes per four (4) hour work period, or major fraction thereof. Defendant maintains an unlawful policy of requiring Plaintiff and the aggrieved employees to remain on the premises during rest periods in violation of *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257, 269 (2016) (an employer that limits where an employee can take a break does not "relinquish control over how employees spend their time"). As Such, Defendant failed to provide Plaintiff and the aggrieved employees with compliant rest periods. Further, Plaintiff and the aggrieved employees were not compensated with one (1) hour of wages for each missed rest period as required by Labor Code § 226.7.

In addition, Labor Code § 2802 provides that an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful. Defendant has failed to reimburse Plaintiff and aggrieved employees the cost of using their personal cell phones, tools and supplies for business related purposes. Specifically, Defendant required Plaintiff and the aggrieved employees to be available by cell phone and answer/use their cellphones while working and the cellphones were necessary to perform their job duties. Plaintiff and the aggrieved employees were also required to download an application on her personal cell phone to clock in and out of their scheduled working shifts. Defendant required that Plaintiff and the aggrieved employees purchase tools, cleaning supplies and light bulbs, and this was necessary to perform their job duties. These cell phones, tools, cleaning supplies and light bulbs were not provided by Defendant, and Defendant failed to reimburse Plaintiff and the aggrieved employees for the costs associated with using these personal cell phones, tools and supplies.

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California Labor Code §2699 Penalties

August 15, 2022

Page 3 of 3

Labor Code § 226(a)(2) requires that every employer shall semimonthly or at the time of each payment of wages, furnish each of his or her employees, an accurate itemized statement in writing showing the total hours worked by the employee. Labor Code §226(a)(9) requires that every employer shall semimonthly or at the time of each payment of wages, furnish each of his or her employees, an accurate itemized statement in writing showing all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Here, Plaintiff and the aggrieved employees are issued wage statements that do not include the total hours worked and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. As such, Plaintiff is an aggrieved employee within the meaning of PAGA and Defendant has violated Labor Code §226(a) with respect to Plaintiff and all aggrieved employees.

Labor Code § 203 provides that if “an employer willfully fails to pay...any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.” Here, Plaintiff and all aggrieved employees were not paid all wages due upon their separation from Defendant’s employ. As such, Plaintiff is an aggrieved employee and Defendant failed to pay Plaintiff and all aggrieved employees all wages due at the time of termination or within seventy-two (72) hours of their resignation and have failed to pay those sums for thirty (30) days thereafter in violation of Labor Code §203.

We are constrained to move forward with the filing of this complaint alleging causes of action pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and 2802 with or without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

Very truly yours,

KINGSLEY & KINGSLEY, APC

By: 
Eric B. Kingsley
Liane Katzenstein Ly

EBK/lis

- Cc:
1. LWDA Letter filed via Electronic Submission: <https://dir.tfaforms.net/308>
 2. Abode Communities via USPS Certified Mail # 7018 1130 0001 5815 4483
 3. Davtyan Law Firm, Inc., 880 E Broadway, Glendale, CA 91205

EXHIBIT "2"

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1. Article Addressed to:
Abode Communities
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Los Angeles, CA 90015



9590 9402 7136 1251 6478 16

2. Article Number (Transfer from service label)

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A. Signature

X

☐ Agent☐ Address

B. Received by (Printed Name)

EDWARD LAM

C. Date of Delivery

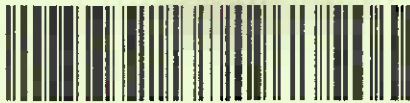
8/18/22

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PAGA LETTER
ABODE COMMUNITIES

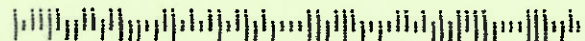


EXHIBIT "3"

KINGSLEY & KINGSLEY

| L A W Y E R S |

September 13, 2023

LABOR & WORKFORCE DEVELOPMENT AGENCY
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
Via Electronic Submission: <https://dir.tfaforms.net/308>

Abode Communities
1149 S Hill Street, Suite 700
Los Angeles, CA 90015
Via Certified Mailing #7022 3330 0002 1335 7441

Re: Raul E. Zamora; Antonio Perez v. Abode Communities
California Labor Code § 2699 Penalties

Gentlepersons:

This office represents Raul E. Zamora; Antonio Perez (collectively, “Plaintiffs”) and a proposed group of current and former employees working for Abode Communities (“Defendant”) in the State of California. The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698, *et. seq.* We herein set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiffs and all of Defendant’s aggrieved employees.

Plaintiffs wishes to bring a representative action on behalf of themselves and the State of California as well as on behalf of a group of aggrieved employees defined as: All persons who are employed or have been employed as an hourly employee by Abode Communities, in the State of California who worked one or more pay periods since one (1) year prior to the date of this letter and continuing to the present. (“aggrieved employees”).

Defendant has violated Labor Code §§ 510, 1194, 1194.2 and 1199. Labor Code §§ 1194 and 1199 require an employer to pay its employees the legal minimum wage and the legal overtime compensation applicable. Labor Code § 510(a) states that eight hours of labor constitutes a day’s work and any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek must be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay.

Defendant had a consistent policy of failing to compensate Plaintiffs and all aggrieved employees for time they were on-call. Defendant places significant restrictions on Plaintiffs and other aggrieved employees during on-call time, including restricting travel and barring activities that would make the employee unreachable. Employees are not free to use on-call time for their own purposes. Time spent on call constitutes “hours worked” under California law, but Defendant has

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

September 13, 2023

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not compensated Plaintiffs and aggrieved employees for this time.

Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of compensation for each meal period the employer fails to provide. Employees are entitled to a first meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the first five (5) hours of the shift, and a second meal period of at least thirty (30) minutes for shifts over ten (10) hours. Likewise, the Wage Orders (5-2001) state that: An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived. Pursuant to Labor Code § 226.7(c), if an employer fails to provide an employee with a lawful meal period, the employer must pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that a thirty (30) minute uninterrupted meal period was not provided, was not provided in full, or was not provided in a timely manner.

Here, Defendant failed to apprise Plaintiffs and the aggrieved employees of their rights associated with meal periods and failed to provide timely meal periods. Defendant has had a consistent policy of: (1) requiring Plaintiffs and the aggrieved employees to take late meal breaks that occurred after the first five hours of each shift; and (2) failed to pay such employees one (1) hour of pay at the employees' regular rate of compensation for each workday that the first meal period was not provided within the first (5) hours of the shift or that a second meal period was not provided.

Pursuant to Labor Code § 226.7 and Wage Order 5-2001, Defendant failed to provide Plaintiffs and the aggrieved employees with rest breaks of not less than ten (10) minutes per four (4) hour work period, or major fraction thereof. Defendant maintains an unlawful policy of requiring Plaintiffs and the aggrieved employees to remain on the premises during rest periods in violation of *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257, 269 (2016) (an employer that limits where an employee can take a break does not "relinquish control over how employees spend their time"). As Such, Defendant failed to provide Plaintiffs and the aggrieved employees with compliant rest periods. Further, Plaintiffs and the aggrieved employees were not compensated with one (1) hour of wages for each missed rest period as required by Labor Code § 226.7.

In addition, Labor Code § 2802 provides that an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful. Defendant has failed to reimburse Plaintiffs and aggrieved employees the cost of using their personal cell phones, tools and supplies for business related purposes. Specifically, Defendant required Plaintiffs and the aggrieved employees to be available by cell phone and answer/use their cellphones while working and the cellphones were necessary to perform their job duties. Plaintiffs and the aggrieved employees were also required to download an application on her personal cell phone to clock in and out of their scheduled working shifts. Defendant required that Plaintiffs and

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

September 13, 2023

Page 3 of 3

the aggrieved employees purchase tools, cleaning supplies and light bulbs, and this was necessary to perform their job duties. These cell phones, tools, cleaning supplies and light bulbs were not provided by Defendant, and Defendant failed to reimburse Plaintiffs and the aggrieved employees for the costs associated with using these personal cell phones, tools and supplies.

Labor Code § 226(a)(2) requires that every employer shall semimonthly or at the time of each payment of wages, furnish each of his or her employees, an accurate itemized statement in writing showing the total hours worked by the employee. Labor Code §226(a)(9) requires that every employer shall semimonthly or at the time of each payment of wages, furnish each of his or her employees, an accurate itemized statement in writing showing all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Here, Plaintiffs and the aggrieved employees are issued wage statements that do not include the total hours worked and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. As such, Plaintiffs are aggrieved employees within the meaning of PAGA and Defendant has violated Labor Code §226(a) with respect to Plaintiffs and all aggrieved employees.

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Very truly yours,

KINGSLEY & KINGSLEY, APC

By: _____

Eric B. Kingsley
Liane Katzenstein Ly

LKL/km

Cc: 1. D.Law, Inc., 400 N. Brand Blvd., 7th Floor, Glendale, CA 91203

EXHIBIT "4"

USPS TRACKING#



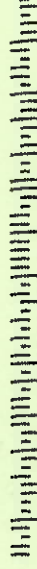
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PAGA LETTER
ABODE COMMUNITIES (ZAMORA; PEREZ)



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2. Article Number (Transfer from service label)

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PS Form 3811, July 2020 PSN 7530-02-000-9053

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☒ Agent
☐ Addressee

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C. Date of Delivery

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Los Angeles, CA 90015

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