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Assigned for All Purposes
Judge Randall J. Sherman
Dept. CX105

Attorneys for Mr. Nguyen
ALEXANDRE NGUYEN

SUPERIOR COURT OF CALIFORNIA

COUNTY OF ORANGE

ALEXANDRE NGUYEN, an individual on
behalf of himself and the STATE OF
CALIFORNIA, as Private Attorney General,

Plaintiff,

vs.

BEACH HOUSE AT THE RIVER, LLC, a
California Limited Liability Corporation; and
DOES 1 through 20, inclusive,

Defendants.

CASE NO. 30-2024-01399882-CU-OE-CXC

**REPRESENTATIVE ACTION
COMPLAINT FOR VIOLATION OF
PRIVATE ATTORNEYS GENERAL
ACT OF 2004 (CAL. LABOR CODE
§ 2698, et seq.)**

Plaintiff Alexandre Nguyen, by and through his attorneys, submits this Private Attorneys General Act of 2004 (“PAGA”) representative action complaint (“Complaint”) against Defendant Beach House at the River, LLC (“Beach House”), on behalf of himself and the aggrieved current and former employees of Beach House for penalties and damages for failure to pay its employees for all hours worked, failure to properly provide or compensate minimum and overtime wages, failure to provide meal and rest breaks, failure to provide premiums for missed meal and rest break, failure to issue compliant wage statements, failure to pay final wages when due, failure to provide payroll records upon request, failure to reimburse business-related expenses, and failure to provide accurate itemized wage statements, among other things, in violation of the California Labor Code as follows:

INTRODUCTION

1
2 1. This representative action is within the Court’s jurisdiction under California
3 Labor Code §§ 201, 202, 203, 204, 218.5, 221, 226, 226.3, 226.7, 227.3, 245-248.5, 233-234,
4 248.2, 248.6, 510, 512, 551, 552, 558, 1174(d), 1182.12, 1194, 1194.2, 1197, 1197.1, 1198,
5 2800, and 2802, and the applicable Wage Orders of the California Industrial Welfare
6 Commission (“IWC”).

7 2. This Complaint alleges systemic illegal employment practices resulting in
8 violations of the California Labor Code against Mr. Nguyen and other similarly situated
9 individuals who worked for Beach House (“Aggrieved Employees”).

10 3. Mr. Nguyen is informed and believes, and based thereon alleges, that Beach
11 House acted intentionally and with deliberate indifference and conscious disregard to the rights
12 of all employees by failing to pay its employees for all hours worked, failing to properly provide
13 or compensate minimum and overtime wages, failing to provide meal and rest breaks, failing to
14 provide premiums for missed meal and rest break, failing to issue compliant wage statements,
15 failing to pay final wages when due, failing to provide payroll records upon request, failing to
16 reimburse business-related expenses, failing to provide legally required number of paid sick
17 days. and failing to provide accurate itemized wage statements.

18 4. Mr. Nguyen is informed and believes, and based thereon alleges, that Beach
19 House has engaged in, among other things, a systemic pattern of willful violations of the
20 California Labor Code and the applicable IWC Wage Orders by creating and maintaining
21 policies, practices, and customs that knowingly deny employees the above stated rights and
22 benefits.

23 5. Mr. Nguyen was employed by Beach House as a non-exempt employee, in the
24 role of Main Bartender, from in or around December 3, 2022 until October 17, 2023.

25 6. During his employment with Beach House, Mr. Nguyen was required to remain
26 on-duty and perform work when he was supposed to take meal periods and rest breaks.

27 7. Also, upon Beach House’s termination of his employment, Beach House failed to
28 timely pay Mr. Nguyen all earned and unpaid wages.

1 16. Mr. Nguyen has met all the jurisdictional requirements for proceeding with his
2 PAGA cause of action, including without limitation, on February 7, 2024, Mr. Nguyen sent
3 written notice to the California Labor & Workforce Development Agency (“LWDA”) of Beach
4 Houses’ violations of the California Labor Code, pursuant to PAGA, California Labor Code §
5 2699, *et seq.* Mr. Nguyen also provided a copy of that notice to Beach House via certified mail.
6 A true and correct copy of the notice is attached hereto as **Exhibit 1**.

17. As of the date of the filing of this Complaint, the LWDA has not responded nor informed Mr. Nguyen that it intends to investigate the Labor Code violations detailed in Mr. Nguyen's written notice. Thus, pursuant to California Labor Code § 2699(a), Mr. Nguyen and the Aggrieved Employees may seek recovery of any and all applicable civil penalties on behalf of the State of California for Beach House's violations of §§ 201, 202, 203, 204, 218.5, 221, 226, 226.3, 226.7, 227.3, 245-248.5, 233-234, 248.2, 248.6, 510, 512, 551, 552, 558, 1174(d), 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802.

FIRST CAUSE OF ACTION

VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT

(CAL. LAB. CODE §§ 2698, et. seq.)

(Against Beach House and Does 1-20)

18 18. As a separate and distinct cause of action, Mr. Nguyen complains and re-alleges
19 all the allegations contained in this Complaint and incorporates them by reference into this cause
20 of action as though fully set forth herein, except those allegations which are inconsistent with
21 this cause of action.

19. Mr. Nguyen brings this cause of action as an agent or proxy for the State of California, and in this capacity, seeks penalties on behalf of all similarly situated Aggrieved Employees of Beach House who suffered from Beach House's violations of California Labor Code §§ 201, 202, 203, 204, 218.5, 221, 226, 226.3, 226.7, 227.3, 245-248.5, 233-234, 248.2, 248.6, 510, 512, 551, 552, 558, 1174(d), 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802.

20. Beach House failed to pay Mr. Nguyen and other Aggrieved Employees for all hours worked at his minimum wage rate, even though Beach House knew he and other Aggrieved Employees worked those hours in violation of California Labor Code §§ 204, 1194, 1197, and 1197.1.

21. When Mr. Nguyen and other Aggrieved Employees worked more than eight hours in a day or forty hours in a week, Beach House failed to compensate them at that the requisite overtime rate. Thus, Beach House failed to pay Mr. Nguyen and the other Aggrieved Employees the overtime compensation premium, as required by the applicable Wage Order No. 5-2001 and the California Labor Code, violating the provisions of California Labor Code §§ 510, 512, 1197, 1197.1 and 1198.

22. When Mr. Nguyen and other Aggrieved Employees worked a shift of over five hours, there were multiple instances where Mr. Nguyen and other Aggrieved Employees missed a meal period, did not receive a timely meal period, or were interrupted during their meal period, but never received a meal period premium. Thus, Beach House failed to provide Mr. Nguyen and other Aggrieved Employees meal periods or meal period premiums for missed meal periods in violation of California Labor Code §§ 204, 226.7 and 512.

23. Where Mr. Nguyen and other aggrieved employees worked at least four hour or major fraction thereof, there were multiple instances where Mr. Nguyen and other Aggrieved Employees were not provided an uninterrupted rest break or did not receive a timely rest break, but never received a rest break premium. Thus, Beach House failed to provide Mr. Nguyen and other Aggrieved Employees rest breaks or rest break premiums for missed rest breaks in violation of California Labor Code §§ 226.7 and 1198.

24. Mr. Nguyen and/or other Aggrieved Employees were not provided the legally required number of paid sick days. Thus, Beach House failed to provide Mr. Nguyen and/or other Aggrieved Employees with paid sick leave or supplemental paid sick leave, violating Labor Code §§ 245-248.5, 233-234, 248.2, and 248.6.

25. Beach House failed to reimburse Aggrieved Employees for all necessary business expenses, in violation of California Labor Code § 2802. Mr. Nguyen and/or other Aggrieved

1 Employees incurred expenses that were necessary for them to perform their job duties, but Beach
2 House failed to reimburse them for these expenses. Under California Labor Code § 2802(a), an
3 employer is required to indemnify or reimburse an employee “for all necessary expenditures or
4 losses incurred by the employee in direct consequence of the discharge of his or her duties.” As a
5 result of this conduct, Beach House violated Section 2802.

6 26. As a result of Beach House’s numerous aforementioned violations of the Labor
7 Code and Beach House’s inaccurate record keeping, Beach House failed to keep accurate and
8 complete payroll records showing the hours worked daily and the wages paid to Mr. Nguyen and
9 other Aggrieved Employees. Thus, Beach House violated California Labor Code § 1174(d).

10 27. As a result of Beach House’s numerous aforementioned violations of the Labor
11 Code and Beach House’s inaccurate record keeping, upon payment of wages, Beach House
12 failed to furnish Mr. Nguyen and other Aggrieved Employees with an itemized statement in
13 writing that complied with California Labor Code § 226.

14 28. As a result of Beach House’s numerous aforementioned violations of the Labor
15 Code and Beach House’s inaccurate record keeping, Beach House failed to pay wages of other
16 Aggrieved Employees who were former employees at the time they became due and payable.
17 Thus, Beach House violated California Labor Code §§ 201 and 202.

18 29. Beach House failed to provide Mr. Nguyen with his complete personnel and
19 payroll records, in violation of California Labor Code §§ 226 and 1198.5. Section 226 requires
20 an employer to furnish to employees and keep accurate, itemized wage statements with specific
21 information related to the payment of an employee’s wages. Beach House was required to
22 provide Mr. Nguyen with these records within “21 calendar days from the date of the request.”
23 See Cal. Lab. Code §§ 226(b), (c). In addition, Section 432 requires an employer to provide a
24 copy of “any instrument relating to the obtaining or holding of employment” that an employee
25 signed upon request of the employee. Similarly, Section 1198.5 provides that an employee has
26 the right to receive a copy of “the personnel records that the employer maintains relating to the
27 employee’s performance or to any grievance concerning the employee” within “30 calendar
28 days” from the date the employer receives the request.

1 30. On November 20, 2023, Lauren Grochow, Esq. of Grochow Law sent by certified
2 mail with return receipt and email a letter to Beach House seeking specific records relating to
3 Mr. Nguyen's employment. Beach House was obligated to timely produce these records upon
4 Mr. Nguyen's request pursuant to California Labor Code §§ 226, 432, and 1198.5. As of the date
5 of this complaint, Beach House has failed to provide Mr. Nguyen with the records he requested
6 within the statutory deadlines. Beach House's failure to provide the employment records to
7 which Mr. Nguyen was entitled under Labor Code sections 226, 432, and 1198.5 upon his
8 request constitutes violations of these Sections.

9 31. Pursuant to California Labor Code § 2699, Mr. Nguyen, individually and on
10 behalf of the other Aggrieved Employees, seeks civil penalties for Beach House's Labor Code
11 violations alleged herein, as well as attorneys' fees and costs, including but not limited to:

12 32. Penalties under California Labor Code § 2699 in the amount of \$100 for each
13 Aggrieved Employee per pay period for the initial violation and \$200 for each Aggrieved
14 Employee per pay period or each subsequent violation;

15 33. Penalties under California Code of Regulations, Title 8 § 11040 in the amount of
16 \$50 for each Aggrieved Employee per pay period for the initial violation and \$100 for each
17 Aggrieved Employee per pay period for each subsequent violation;

18 a. Penalties under California Labor Code § 210 in addition to and independent from any
19 other penalty provided under the California Labor Code, in the amount of \$100 for
20 each Aggrieved Employee per pay period for the initial violation and \$200 for each
21 Aggrieved Employee per pay period or each subsequent violation;

22 b. Penalties under California Labor Code § 558, in an amount of \$50 for each initial
23 violation and a \$100 penalty for each subsequent violation;

24 c. Penalties under California Labor Code § 1197.1 in the amount of \$100 for each
25 Aggrieved Employee per pay period for the initial violation and \$250 for each
26 Aggrieved Employee per pay period or each subsequent violation;

27 d. An amount sufficient to recover unpaid wages under California Labor Code § 1197.1;
28

1 e. Any and all additional penalties as provided by the California Labor Code and/or other
2 law; and

3 f. Attorneys' fees and costs pursuant to California Labor Code §§ 210, 1194, and 2699,
4 and any other applicable law.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, Mr. Nguyen prays for a judgment against Beach House as follows:

- 7 1. For the full amount of penalties in an amount according to proof;
8 2. For Mr. Nguyen's costs and attorneys' fees; and
9 3. For such other and further relief as the Court may deem just and proper.

10
11 Dated: May 13, 2024

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12
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14 By: _____

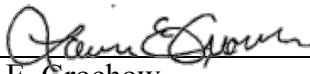

15 Lauren E. Grochow
16 Daniel M. Kalinowski
17 Attorney for Plaintiff Alexandre Nguyen
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28

EXHIBIT 1



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February 7, 2024

BY ELECTRONIC SUBMISSION

State of California

Labor & Workforce Development Agency

PAGAfilings@dir.ca.gov

Re: Mr. Alexandre Nguyen's PAGA Notice of Labor Code Violations by *Beach House At The River, LLC*.

Dear Representative,

We have been retained to represent Alexandre Nguyen in connection with his claims against Beach House At The River, LLC ("Beach House") under the California Labor Code. Mr. Nguyen was a loyal employee of Beach House who was retaliated against for reporting wage and hour violations and rampant sexual harassment. Mr. Nguyen is informed and believes that these violations are ongoing and that the company is misclassifying certain employees as independent contractors.

Mr. Nguyen is pursuing his claim under the Private Attorneys General Act of 2004 ("PAGA") on a representative basis. Therefore, Mr. Nguyen seeks penalties for violations of the California Labor Code and conditions of labor prohibited by the applicable California Wage Order 5-2001, on behalf of the State of California and similarly situated former and current employees who worked as servers, and bartenders for Beach House against whom one or more the below described violations was committed ("Aggrieved Employees"), which are recoverable under the PAGA. Pursuant to California Labor Code § 2699.3, we are providing written notice that Beach House is in violation of various provisions of the California Labor Code.

SUMMARY OF BEACH HOUSE'S LABOR CODE VIOLATIONS

Beach House is subject to and has violated and continues to violate the applicable California Wage Order 5-2001 and California Labor Code §§ 201, 202, 203, 204, 218.5, 221, 226, 226.3, 226.7, 227.3, 245-248.5, 233-234, 248.2, 248.6, 510, 512, 551, 552, 558, 1174(d), 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802.

FACTS AND THEORIES SUPPORTING THE ALLEGATIONS AGAINST BEACH HOUSE

California Labor Code § 2699.3 requires that a claimant send a certified letter to the employer in question and the California Labor & Workforce Development Agency ("LWDA"), setting forth



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the facts and theories to support the alleged Labor Code violations, thereby giving the LWDA an opportunity to investigate the claims and/or take any action it deems appropriate. Thus, the facts and theories supporting the Labor Code violations experienced by Mr. Nguyen set forth above and Aggrieved Employees are as follows:

- There were times where Mr. Nguyen and other Aggrieved Employees were suffered and permitted to work, but not compensated for that time worked. Beach House failed to pay Mr. Nguyen and other Aggrieved Employees for all hours worked at his minimum wage rate, even though Beach House knew he and other Aggrieved Employees worked those hours in violation of California Labor Code §§ 204, 1194, 1197, and 1197.1.
- When Mr. Nguyen and other Aggrieved Employees worked more than eight hours in a day or forty hours in a week, Beach House failed to compensate them at that the requisite overtime rate. Thus, Beach House failed to pay Mr. Nguyen and the other Aggrieved Employees the overtime compensation premium, as required by the applicable Wage Order No. 5-2001 and the California Labor Code, violating the provisions of California Labor Code §§ 510, 512, 1197, 1197.1 and 1198.
- When Mr. Nguyen and other Aggrieved Employees worked a shift of over five hours, there were multiple instances where Mr. Nguyen and other Aggrieved Employees missed a meal period, did not receive a timely meal period, or were interrupted during their meal period, but never received a meal period premium. Thus, Beach House failed to provide Mr. Nguyen and other Aggrieved Employees meal periods or meal period premiums for missed meal periods in violation of California Labor Code §§ 204, 226.7 and 512.
- Where Mr. Nguyen and other aggrieved employees worked at least four hour or major fraction thereof, there were multiple instances where Mr. Nguyen and other Aggrieved Employees were not provided an uninterrupted rest break or did not receive a timely rest break, but never received a rest break premium. Thus, Beach House failed to provide Mr. Nguyen and other Aggrieved Employees rest breaks or rest break premiums for missed rest breaks in violation of California Labor Code §§ 226.7 and 1198.
- Mr. Nguyen and/or other Aggrieved Employees were not provided the legally required number of paid sick days. Thus, Beach House failed to provide Mr. Nguyen and/or other Aggrieved Employees with paid sick leave or supplemental paid sick leave, violating Labor Code §§ 245-248.5, 233-234, 248.2, and 248.6.



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- Beach House failed to reimburse Aggrieved Employees for all necessary business expenses, in violation of California Labor Code § 2802. Mr. Nguyen and/or other Aggrieved Employees incurred expenses that were necessary for them to perform their job duties, but Beach House failed to reimburse them for these expenses. Under California Labor Code § 2802(a), an employer is required to indemnify or reimburse an employee "for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties." As a result of this conduct, Beach House violated Section 2802.
- As a result of Beach House's numerous aforementioned violations of the Labor Code and Beach House's inaccurate record keeping, Beach House failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid to Mr. Nguyen and other Aggrieved Employees. Thus, Beach House violated California Labor Code § 1174(d).
- As a result of Beach House's numerous aforementioned violations of the Labor Code and Beach House's inaccurate record keeping, upon payment of wages, Beach House failed to furnish Mr. Nguyen and other Aggrieved Employees with an itemized statement in writing that complied with California Labor Code § 226.
- As a result of Beach House's numerous aforementioned violations of the Labor Code and Beach House's inaccurate record keeping, Beach House failed to pay wages of other Aggrieved Employees who were former employees at the time they became due and payable. Thus, Beach House violated California Labor Code §§ 201 and 202.
- Beach House failed to provide Mr. Nguyen with his complete personnel and payroll records, in violation of California Labor Code §§ 226 and 1198.5. Section 226 requires an employer to furnish to employees and keep accurate, itemized wage statements with specific information related to the payment of an employee's wages. Beach House was required to provide Mr. Nguyen with these records within "21 calendar days from the date of the request." See Cal. Lab. Code §§ 226(b), (c). In addition, Section 432 requires an employer to provide a copy of "any instrument relating to the obtaining or holding of employment" that an employee signed upon request of the employee. Similarly, Section 1198.5 provides that an employee has the right to receive a copy of "the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee" within "30 calendar days" from the date the employer receives the request.



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On November 20, 2023, Lauren Grochow, Esq. of Grochow Law sent by certified mail with return receipt and email a letter to Beach House seeking specific records relating to Mr. Nguyen's employment. Beach house was obligated to timely produce these records upon Mr. Nguyen's request pursuant to California Labor Code §§ 226, 432, and 1198.5. According to the USPS Tracking Number (9414 7118 9956 2603 4840 67), USPS delivered the letter to Beach House on November 22, 2023. As of the date of this letter, Beach House has failed to provide Mr. Nguyen with the records he requested within the statutory deadlines. Beach House's failure to provide the employment records to which Mr. Nguyen was entitled under Labor Code sections 226, 432, and 1198.5 upon his request constitutes violations of these Sections, which are actionable under PAGA. Thus, Mr. Nguyen is an Aggrieved Employee and has standing to seek civil penalties for Beach House's violations of the Labor Code as discussed herein.

The purpose of this letter is to satisfy this PAGA notice requirement prior to Mr. Nguyen seeking civil penalties allowed by law for the above detailed violations on behalf of himself and the other Aggrieved Employees. Therefore, we respectfully request that you respond to our office and Beach House within 65 days, if your office intends to investigate any of the above factual and legal allegations.

Sincerely,

Lauren Grochow
GROCHOW LAW, APC

CC BY CERTIFIED MAIL ONLY:
BEACH HOUSE AT THE RIVER LLC
Attn: Rosario Ritchie
15 1st Street
Seal Beach, CA 90740