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6 Attorneys for Defendant, American Property  
Management, Inc.  
7

8 UNITED STATES DISTRICT COURT  
9 EASTERN DISTRICT OF CALIFORNIA

10

11 JESSICA BARRIOS, individually and on  
behalf of all other similarly situated,

12 Plaintiffs,

13 vs.

14 AMERICAN PROPERTY MANAGEMENT,  
15 INC. and DOES 1 through 10 inclusive,

16 Defendants.

CASE NO.

**NOTICE OF REMOVAL OF CIVIL  
ACTION UNDER 28 U.S.C. SECTION  
1441(b) [DIVERSITY OF CITIZENSHIP]**

Action Filed: February 9, 2018  
Trial Date: None Set

17

18 TO THE CLERK OF THE UNITED STATES DISTRICT COURT FOR THE EASTERN  
19 DISTRICT OF CALIFORNIA:

20 PLEASE TAKE NOTICE that Defendant American Property Management, Inc.  
21 (“American Property Management” or “Defendant”), by and through its counsel, hereby removes  
22 to this Court the State Court action described below on the basis of diversity of citizenship  
23 pursuant to 28 U.S.C. §1332 and 28 U.S.C. §1441(b) as follows:

24 **COMPLAINT AND TIMELINESS OF REMOVAL**

25 1. On February 9, 2018, Plaintiff Jessica Barrios (“Plaintiff”), by and through her  
26 attorney, filed a civil action in the Superior Court of the State of California for the County of  
27 Stanislaus, entitled JESSICA BARRIOS v. AMERICAN PROPERTY MANAGEMENT, INC.,  
28 and DOES 1-10, inclusive, Case No. 2028910 (“Complaint”). A copy of the Summons and

4825-3364-3615.1

1 Complaint are attached as Exhibit A to the Declaration of Derek S. Sachs (“Sachs Decl.”). To the  
2 knowledge of Defendant, no other defendants have been either named or served in the instant  
3 action.

4 2. American Property Management was served with the Summons and Complaint on  
5 or about February 9, 2018. Declaration of Brooke Andersen (“Andersen Decl.”) ¶ 3; Exhibit A.  
6 This Notice is timely because it is filed within thirty days after Defendant was served with a copy  
7 of the Complaint, as is required by 28 U.S.C. §1446(b).

8 3. The Summons and Complaint comprise all copies of process, pleadings, and orders  
9 served upon American Property Management in the state court action and are being filed with this  
10 notice as required by 28 U.S.C. §1446(a).

11 **DIVERSITY JURISDICTION EXISTS**

12 4. The basis for removal is that this Court has original jurisdiction of this action under  
13 28 U.S.C. §1332 and is one which may be removed to this Court by Defendant pursuant to 28  
14 U.S.C. §1441(b), in that it is a civil action wherein the amount in controversy exceeds \$75,000,  
15 exclusive of interests and costs, and is a civil action between citizens of different states such that  
16 complete diversity exists.

17 5. Plaintiff alleges that she is an individual who resided in California at all times  
18 pertinent to the instant litigation. See Sachs Decl. at ¶ 3; Exhibit A at ¶ 8.

19 6. American Property Management was, at the time of the filing of this action, and  
20 still is, a corporation incorporated under the laws of the State of Washington, having its principal  
21 place of business in Bellevue, Washington. Andersen Decl. ¶¶ 5 and 6.

22 **THE AMOUNT IN CONTROVERSY REQUIREMENT IS SATISFIED**

23 7. Plaintiff’s Complaint asserts the following causes of action: (1) Failure to Pay  
24 Overtime Wages; (2) Failure to Provide Mandatory Rest Breaks; (3) Failure to Provide Timely  
25 and Accurate Itemized Wage Statements; (4) Failure to Pay All Compensation Due and Payable  
26 Upon Termination of Employment; (5) Unlawful and/or Unfair Business Practices; (6) Private  
27 Attorneys General Act Claim for Civil Penalties; (7) Unlawful Discrimination Based Upon Sex;  
28 (8) Wrongful Termination in Violation of Public Policy.

1 8. Based on Plaintiff’s allegations, the amount in controversy appears to exceed the  
2 sum or value of \$75,000, exclusive of interest and costs. Removal is proper if, from the  
3 allegations of the Complaint and the Notice of Removal, it is more likely than not that the claim  
4 exceeds \$75,000. *See Sanchez v. Monumental Life Ins. Co.* (9th Cir. 1996) 102 F.3d 398, 403-  
5 404; *Luckett v. Delta Airlines, Inc.* (5th Cir. 1999) 171 F.3d 295, 298.

6 9. While Defendant denies any and all liability to Plaintiff, based on a conservative  
7 good faith estimate of the value of the alleged damages in this action, the amount in controversy in  
8 this case well exceeds \$75,000, exclusive of interest and costs.

9 10. Plaintiff was paid an hourly wage of \$ 19.00 at the time of her termination and  
10 worked an average of 40 hours a week. *See* Sachs Decl. at ¶ 5; Exhibit C.

11 11. Although Plaintiff does not quantify her potential damages, under Plaintiff’s  
12 Unlawful Discrimination Based Upon Sex and Wrongful Termination in Violation of Public  
13 Policy causes of action, she can potentially recover lost income based on a violation of these laws.  
14 Plaintiff’s Complaint contains the following allegations: “[a]s a proximate result of the conduct of  
15 Defendant, Ms. Barrios has suffered damages in terms of lost wages, lost bonuses, lost benefits,  
16 and other pecuniary loss according to proof . . . . The amount of Ms. Barrios’ damages will be  
17 ascertained at trial.” *See* Sachs Decl. at ¶ 6; Exhibit A at ¶¶ 88, 98.

18 12. The U.S. District Courts-Median Time Intervals From Filing to Disposition of Civil  
19 Cases Table C-5 indicates that as of December 31, 2016, it took a median of 22.9 months from the  
20 filing of a case to the completion of trial. *Sachs* Decl. ¶ 4, Exhibit B. Accordingly, if Plaintiff is  
21 unable to find alternative work, she can potentially recover 22.9 months of her annual wage, which  
22 would be approximately \$75,417.33.

23 13. In regards to waiting time penalties, Plaintiff’s Complaint alleges “As a result of  
24 Defendant’s failure to pay all earned and unpaid wages at the time of termination of and/or  
25 resignation from employment, Plaintiff . . . [is] entitled to waiting time penalties pursuant to  
26 California Labor Code §203, as well [as] attorneys’ fees and costs.” *See* Sachs Decl. at ¶ 7;  
27 Exhibit A at ¶ 61. California Labor Code section 201(a) provides in pertinent part that “[i]f an  
28 employer discharges an employee, the wages earned and unpaid at the time of discharge are due

1 and payable immediately.” An employer that willfully violates this provision may be assessed  
2 waiting time penalties in accordance with Labor Code section 203. If the penalties are assessed,  
3 the employer will owe an amount in addition to the unpaid wages equal to the employee’s daily  
4 wages for each day the wages remain unpaid, capped at thirty days’ wages. Cal. Lab. Code § 203.  
5 The statute of limitations for waiting time penalties is three years. *See Pineda v. Bank of America*,  
6 N.A. 50 Cal. 4th 1389, 1395 (2010).

7 14. Using Plaintiff’s last hourly rate of \$19.00, the potential waiting time penalties  
8 total \$4,560.00 (\$19.00 per hour x 8 hours/day x 30 days maximum waiting time penalties =  
9 \$4,560.00)

10 15. In terms of payroll stub penalties, Plaintiff’s complaint alleges “Plaintiff . . . allege  
11 to and have suffered actual harm as a result of Defendant’s knowing and intentional violation of  
12 the California Labor Code as it pertains to the provision of time and accurate wage statements.”  
13 See Sachs Decl. ¶ 8, Exhibit A at ¶ 55. Labor Code section 226(a) requires that nine categories of  
14 information be included on each pay stub, including:(1) gross wages earned; (2) total hours  
15 worked by each employee; (3) the number of piece-rate units earned and any applicable piece rate  
16 if the employee is paid on a piece-rate basis; (4) all deductions; (5) net wages earned; (6) the  
17 inclusive dates of the period for which the employee is being paid; (7) the employee’s name and  
18 identification number or the last four digits of the employee’s social security number; (8) the name  
19 and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect  
20 during the pay period and the corresponding number of hours worked at each hourly rate by the  
21 employee. If there is a violation, the damages are governed by Labor Code section 226(e), which  
22 provides that “[a]n employee suffering injury as a result of a knowing and intentional failure by an  
23 employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or  
24 fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars  
25 (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate  
26 penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable  
27 attorneys fees.”

28 ///

4825-3364-3615.1

1           16. During the one year statute of limitations period, Plaintiff received 18 paystubs with  
2 alleged violations, which would result in penalties of \$1,750.00 (\$50 for the first violation and  
3 \$100 x 27 for the remaining violations).

4           17. In regards to rest periods, Plaintiff's Complaint alleges "Defendant maintained a  
5 regular practice of interrupting or failing to permit and/or authorize nonexempt employees a  
6 mandated rest period, during their usual and customary (minimum of) eight-hour (8) shifts, five  
7 (5) to six (6) days per week." See Sachs Decl. ¶ 9 Exhibit A at ¶ 45. If an employer fails to  
8 provide an employee a rest period in accordance with an applicable IWC Order, the employer shall  
9 pay the employee one additional hour of pay at the employee's regular rate of pay for each  
10 workday that the rest period is not provided. Labor Code Section 226.7. Thus, if an employer  
11 does not provide all of the rest periods required in a workday, the employee is entitled to one  
12 additional hour of pay for that workday, not one additional hour of pay for each rest period that  
13 was not provided during that workday.

14           18. Assuming that Plaintiff missed rest breaks at least 3-5 days per week, and an  
15 average hourly rate of \$15.00 over the entire course of her employment (approximately 79 weeks)  
16 the potential rest period premiums would be \$45.00 to \$75.00 per week, or \$3,555.00 to \$5,925.00  
17 in total.

18           19. In addition to lost wages and benefits, Plaintiff alleges that she "has also suffered  
19 and will continue to suffer physical and emotional injuries, including humiliation, anguish,  
20 embarrassment and anxiety . . . the amount of Ms. Barrios' damages will be ascertained at trial."  
21 Sachs Decl. ¶ 10, Exhibit A at ¶¶ 88, 97. In determining whether the jurisdictional minimum is  
22 met, courts consider all recoverable damages, including emotional distress damages, punitive  
23 damages, and attorneys' fees. See *Galt G/S v. JSS Scandinavia* (9th Cir. 1998) 142 F.3d 1150,  
24 1155-56. In fact, courts have held that such allegations alone are sufficient to satisfy the amount  
25 in controversy requirement. See *Egan v. Premier Scales & Sys.* (W.D. Ky. 2002) 237 F.Supp.2d  
26 774, 776 (where plaintiff sought damages for embarrassment, humiliation, and willful, malicious  
27 and outrageous conduct, the court held that the defendant could "easily make the case that the  
28 claims are more likely than not to reach the federal amount in controversy requirement.").

1           20. Plaintiff also requests an unspecified amount in punitive damages. Sachs Decl. ¶¶  
2 11, Exhibit A at ¶¶ 90, 99. Similar to compensatory damages, Plaintiff's claim for punitive  
3 damages are part of the amount in controversy when determining diversity jurisdiction. *See*  
4 *Gibson v. Chrysler Corp.* (9th Cir. 2001) 261 F.3d 927, 945. California juries have returned  
5 verdicts with substantial punitive damage awards in employment discrimination actions. *See*  
6 *Simmons v. PCR Tech.* (ND. Cal. 2002) 209 F.Supp.2d 1029, 1033 ("the jury verdicts in these  
7 cases amply demonstrate the potential for large punitive damage awards in employment  
8 discrimination cases"); *see also Aucina v. Amoco Oil Co.* (SD. Iowa 1994) 871 F. Supp. 332, 334  
9 ("[b]ecause the purpose of punitive damages is to capture the defendant's attention and deter  
10 others from similar conduct, it is apparent that the plaintiff's claim for punitive damages alone  
11 might exceed [the jurisdictional amount]"). This confirms that the amount in controversy likely  
12 exceeds the jurisdictional minimum.

13 **SUPPLEMENTAL JURISDICTION EXISTS**

14           21. The general rule for diversity actions with multiple plaintiffs is that at least one  
15 named plaintiff's claim in a class action suit must be greater than the jurisdictional amount in order  
16 to allow for supplemental jurisdiction under 28 U.S.C. § 1367. *See Gibson v. Chrysler Corp.*, 261  
17 F.3d 927, 943-45 (9th Cir. 2001). In the Ninth Circuit, if one of the named Plaintiffs meets the  
18 jurisdictional minimum, removal of the entire class would be proper based upon supplemental  
19 jurisdiction. *See Gibson*, 261 F.3d at 943-45; 28 U.S.C. § 1367.

20           22. Here, given that Defendant has established that Plaintiff's amount in controversy  
21 exceeds the amount necessary to establish diversity jurisdiction, removal of the entire class is  
22 proper based on supplemental jurisdiction.

23 DATED: March 12, 2018

**LEWIS BRISBOIS BISGAARD & SMITH LLP**

24  
25  
26 By: \_\_\_\_\_

Derek S. Sachs  
Ashley N. Arnett  
Attorneys for Defendant, American Property  
Management, Inc.

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6 Attorneys for Defendant, American Property  
Management, Inc.

8 UNITED STATES DISTRICT COURT  
9 EASTERN DISTRICT OF CALIFORNIA

10 JESSICA BARRIOS, individually and on  
behalf of all other similarly situated,

11 Plaintiffs,

12 vs.

13 AMERICAN PROPERTY MANAGEMENT,  
14 INC. and DOES 1 through 10 inclusive,

15 Defendants.

CASE NO.

**NOTICE OF REMOVAL TO FEDERAL  
COURT**

Action Filed: February 9, 2018  
Trial Date: None Set

17 TO PLAINTIFF AND HER ATTORNEYS OF RECORD:

18 PLEASE TAKE NOTICE that pursuant to 28 U.S.C. §1441, Defendant American Property  
19 Management filed on March 12, 2018 a Notice of Removal in the United States District Court for  
20 the Eastern District of California, a copy of which is attached hereto, and said matter shall proceed  
21 hereafter in the United States District Court for the Eastern District of California.

22 DATED: March 12, 2018

**LEWIS BRISBOIS BISGAARD & SMITH LLP**

23  
24  
25 By: 

26 Derek S. Sachs  
Ashley N. Arnett  
27 Attorneys for Defendant, American Property  
Management, Inc.

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Management, Inc.

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8

UNITED STATES DISTRICT COURT

9

EASTERN DISTRICT OF CALIFORNIA

10

11 JESSICA BARRIOS, individually and on  
behalf of all other similarly situated,

12

Plaintiffs,

13

vs.

14

15 AMERICAN PROPERTY MANAGEMENT,  
INC. and DOES 1 through 10 inclusive,

16

Defendants.

17

CASE NO.

**NOTICE OF REMOVAL TO FEDERAL  
COURT**

Action Filed: February 9, 2018

Trial Date: None Set

18

TO: Clerk of the Superior Court, County of Stanislaus:

19

PLEASE TAKE NOTICE that pursuant to 28 U.S.C. §1441, Defendant American Property

20

Management, Inc. filed on March 12, 2018 a Notice of Removal in the United States District

21

Court for the Northern District of California, a copy of which is attached hereto, and said matter

22

shall proceed hereafter in the United States District Court for the Northern District of California.

23

DATED: March 9, 2018

LEWIS BRISBOIS BISGAARD & SMITH LLP

24

25

By:



26

Derek S. Sachs

27

Ashley N. Arnett

Attorneys for Defendant, American Property

Management, Inc.

28



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10 Attorneys for Defendant American Property  
Management, Inc.

11  
12 UNITED STATES DISTRICT COURT  
13 EASTERN DISTRICT OF CALIFORNIA  
14

15 JESSICA BARRIOS, individually and on  
behalf of all other similarly situated,

16 Plaintiffs,

17 vs.

18 AMERICAN PROPERTY MANAGEMENT,  
19 INC. and DOES 1 through 10 inclusive,

20 Defendants.

CASE NO. TBD

**DECLARATION OF BROOKE  
ANDERSEN IN SUPPORT OF  
DEFENDANT AMERICAN PROPERTY  
MANAGEMENT, INC.'S NOTICE OF  
REMOVAL OF CIVIL ACTION TO  
UNITED STATES DISTRICT COURT**

Action Filed: February 9, 2018  
Trial Date: None Set

21  
22 I, Brooke Andersen, declare as follows:

23 1. I am the Director of Operations for American Capital Group, the parent company of  
24 Defendant American Property Management, Inc., doing business as Washington Property  
25 Management in California, (hereinafter collectively "APM"). This declaration is offered in  
26 support of Defendant APM's Notice of Removal of this action to United States District Court.  
27 The facts stated herein are within my personal knowledge and if called to testify, I could and  
28 would competently do so as set forth herein.

4833-1260-2207.1

1           2.       As Director of Operations for Defendant APM, I oversee legal matters for APM,  
2 and know and understand APM's corporate structure, the location of its headquarters and principal  
3 place of business, as well as the location of its senior management.


4           3.       On February 9, 2018, Plaintiff served APM's registered agent for service of process  
5 with the Summons and Complaint from the state court for the action entitled Jessica Barrios v.  
6 American Property Management, Inc., and Does 1 through 10, California Superior Court,  
7 Stanislaus County, Case No. 2028910.

8           4.       A true and correct copy of the Complaint is attached hereto as Exhibit A.

9           5.       APM is, and at all times alleged in the Complaint was, a corporation incorporated  
10 under and by virtue of the laws of the State of Washington.

11          6.       APM's principal place of business is located in Bellevue, Washington. APM's  
12 corporate headquarter is located at 110 - 110th Ave NE, Suite 550, Bellevue, Washington 98004.  
13 All of APM's marketing and administrative functions take place in Washington, along with is  
14 annual shareholders meeting. APM's executive management team, including its Chief Executive  
15 Officer, Chief Operating Officer, and Chief Financial Officer, direct, control, and coordinate the  
16 corporation's activities from Washington.

17           I declare under penalty of perjury under the laws of the United States of America that the  
18 foregoing is true and correct and that this declaration was executed on March 9, 2018, at  
19 Bellevue, Washington.

20  
21   
22 Brooke Andersen

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6 Attorneys for Defendant, American Property  
Management, Inc.  
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8 UNITED STATES DISTRICT COURT  
9 EASTERN DISTRICT OF CALIFORNIA

11 JESSICA BARRIOS, individually and on  
behalf of all other similarly situated,

12 Plaintiffs,

13 vs.

14 AMERICAN PROPERTY MANAGEMENT,  
15 INC. and DOES 1 through 10 inclusive,

16 Defendants.

CASE NO.

**DECLARATION OF DEREK S. SACHS IN  
SUPPORT OF DEFENDANT'S NOTICE  
OF REMOVAL**

Action Filed: February 9, 2018  
Trial Date: None Set

17  
18 I, Derek S. Sachs, declare:

19 1. I am an attorney duly licensed to practice in all of the courts of the State of  
20 California and am a partner at the law firm Lewis Brisbois Bisgaard & Smith LLP, attorneys of  
21 record for Defendant American Property Management, Inc. (hereinafter "American Property  
22 Management" or "Defendant"). The facts set forth herein are of my own personal knowledge and  
23 if sworn I could and would testify competently thereto.

24 2. A true and correct copy of Plaintiff's Complaint, entitled Jessica Barrios v.  
25 American Property Management, Inc., and Does 1 through 10, filed in Stanislaus County Superior  
26 Court, Case No. 2028910, is attached hereto as Exhibit A.

27 3. In the Complaint, Plaintiff alleges that she is an individual who resided in  
28 California at all times pertinent to the instant litigation. See Plaintiff's Complaint at ¶ 8.

1           4.       The U.S. District Courts-Median Time Intervals From Filing to Disposition of Civil  
2 Cases Table C-5 indicates that as of December 31, 2016, it took a median of 22.9 months from the  
3 filing of a case to the completion of trial. Attached as Exhibit B is a true and correct copy of the  
4 U.S. District Courts—Median Time Intervals From Filing to Disposition of Civil Cases, Table C-  
5 5.

6           5.       A true and correct copy of Plaintiff's payroll records evidencing her hourly rate of  
7 \$19.00 hour and average of 40 hours worked a week is attached hereto as Exhibit C.

8           6.       Plaintiff's Complaint contains the following allegations: "[a]s a proximate result of  
9 the conduct of Defendant, Ms. Barrios has suffered damages in terms of lost wages, lost bonuses,  
10 lost benefits, and other pecuniary loss according to proof . . . . The amount of Ms. Barrios'  
11 damages will be ascertained at trial." See Exhibit A at ¶¶ 88, 98.

12           7.       Plaintiff's Complaint alleges "As a result of Defendant's failure to pay all earned  
13 and unpaid wages at the time of termination of and/or resignation from employment, Plaintiff . . .  
14 [is] entitled to waiting time penalties pursuant to California Labor Code §203, as well [as]  
15 attorneys' fees and costs." See Exhibit A at ¶ 61.

16           8.       Plaintiff's complaint alleges "Plaintiff . . . allege to and have suffered actual harm  
17 as a result of Defendant's knowing and intentional violation of the California Labor Code as it  
18 pertains to the provision of time and accurate wage statements." See Exhibit A at ¶ 55.


19           9.       Plaintiff's Complaint alleges "Defendant maintained a regular practice of  
20 interrupting or failing to permit and/or authorize nonexempt employees a mandated rest period,  
21 during their usual and customary (minimum of) eight-hour (8) shifts, five (5) to six (6) days per  
22 week." See Exhibit A at ¶ 45.

23           10.      In the Complaint, in addition to lost wages and benefits, Plaintiff alleges that she  
24 "has also suffered and will continue to suffer physical and emotional injuries, including  
25 humiliation, anguish, embarrassment and anxiety . . . . the amount of Ms. Barrios' damages will be  
26 ascertained at trial." See Exhibit A at ¶¶ 88, 97.

27           11.      In the Complaint, Plaintiff also requests an unspecified amount in punitive  
28 damages. See Exhibit A at ¶¶ 90, 99.

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I declare under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct. Executed on March 9, 2018, at Sacramento, California.



Derek S. Sachs

# **EXHIBIT A**

FEB 09 2018

SUM-100

### SUMMONS (CITACION JUDICIAL)

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

FILED

10 FEB -9 AM 8:51

CLERK OF THE SUPERIOR COURT  
COUNTY OF STANISLAUS

BY NATASHA RENTERIA  
DEPUTY

FILED BY FAX

**NOTICE TO DEFENDANT:  
(AVISO AL DEMANDADO):**

American Property Management, Inc. and DOBS 1 through 10, inclusive

**YOU ARE BEING SUED BY PLAINTIFF:  
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

Jessica Barrios, individually and on behalf of others similarly situated

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **AVISO!** Le han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desécher el caso.

The name and address of the court is:  
(El nombre y dirección de la corte es): Stanislaus County Superior Court  
801 10th Street, 4th Floor  
Modesto, CA 95354

CASE NUMBER:  
(Número del Caso): 2028910

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:  
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
Law Office of Thomas P. Hogan 1207 13th Street, Suite I, Modesto CA 95354 (209)-492-9335

DATE: ~~2-5-18~~  
(Fecha)

FEB 09 2018

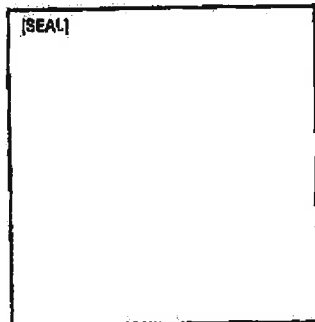
Clerk, by  
(Secretaria)

NATASHA RENTERIA

, Deputy  
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)  
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons. (POS-010)).

**NOTICE TO THE PERSON SERVED: You are served**



- 1.  as an individual defendant.
- 2.  as the person sued under the fictitious name of (specify):
- 3.  on behalf of (specify): American Property Management, Inc.  
under:  CCP 416.10 (corporation)  CCP 416.60 (minor)  
 CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)  
 CCP 416.40 (association or partnership)  CCP 416.90 (authorized person)  
 other (specify):
- 4.  by personal delivery on (date): FEB 09 2018

**FILED**

18 FEB -9 AM 8:51

CLERK OF THE SUPERIOR COURT  
COUNTY OF STANISLAUS

BY NATASHA RENTERIA  
DEPUTY

-1 LAW OFFICE OF THOMAS P. HOGAN  
2 THOMAS P. HOGAN, ESQ 95055  
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6 SCOTT A. MILLER, ESQ 230322  
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Calabasas, California 91302-1421  
9 Telephone: 818-788-8081  
Facsimile: 877-578-3555  
10 Attorney for Jessica Barrios

11 SUPERIOR COURT OF CALIFORNIA, FOR THE COUNTY OF STANISLAUS

12 JESSICA BARRIOS, individually )  
13 and on behalf of all other similarly )  
14 situated, )

14 Plaintiffs, )

15 vs. )

16 AMERICAN PROPERTY )  
17 MANAGEMENT, INC. and DOES )  
18 1 through 10 inclusive, )  
19 Defendants )

Case No.: 202 89 10

CLASS ACTION

PLAINTIFF'S COMPLAINT FOR DAMAGES

- 1. FAILURE TO PAY OVERTIME WAGES
- 2. FAILURE TO PROVIDE MANDATORY REST BREAKS
- 3. FAILURE TO PROVIDE TIMELY AND ACCURATE ITEMIZED WAGE STATEMENTS
- 4. FAILURE TO PAY ALL COMPENSATION DUE AND PAYABLE UPON TERMINATION OF EMPLOYMENT (UPON DISCHARGE OR RESIGNATION)
- 5. UNLAWFUL AND/OR UNFAIR BUSINESS PRACTICES
- 6. PRIVATE ATTORNEYS GENERAL ACT CLAIM FOR CIVIL PENALTIES
- 7. UNLAWFUL DISCRIMINATION BASED UPON SEX
- 8. WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY

JURY TRIAL DEMANDED

This case has been assigned to Judge MARIE SOVEY SILVERA  
Department 21, for all purposes including Trial.



1 Plaintiff Jessica Barrios, as an individual acting on behalf of herself and all others  
2 similarly situated (hereinafter collectively referred to as "Plaintiff"), hereby files this Complaint  
3 against Defendant American Property Management, Inc. and DOES 1 through 10 (hereafter  
4 collectively referred to as "Defendant") and alleges as follows:  
5

### 6 I. INTRODUCTION

7 1. This is a proposed class action lawsuit seeking recovery for  
8 Defendant's violations of California Labor Code ("Labor Code"), California Business and  
9 Professions Code ("BPC"), the applicable Wage Order(s) issued by the California Industrial  
10 Welfare Commission ("IWC Wage Order(s)"), and related common law principles. The  
11 essential factual and legal allegation(s) are that Defendant, systematically engaged in wage  
12 abuse and under payment of their employees in violation of California law, regulation and  
13 related IWC Orders by failing to pay overtime wages at the requisite rate of pay for hours  
14 worked in excess of eight (8) hour per day and/or forty (40) hours per week, failed to pay a  
15 minimum wage for all hours worked, failed to provide rest periods, failed to pay all earned  
16 wages upon termination of employment, failed to provide accurate wage statements, and failed  
17 to accurately pay overtime wages based on payment of a customary and expected bonus  
18 Plaintiff alleges to be discretionary.  
19  
20  
21

22 2. These allegations coupled with others lead Plaintiff to allege that Defendant  
23 has violated the California Labor Code which also constitutes unlawful and unfair business  
24 practices in violation of California's unfair competition laws. The acts complained of herein  
25 occurred, continue to occur and will continue to occur, at least in part, within the time period  
26 from four (4) years preceding the filing of the this Complaint, up to and through the time of the  
27 commencement of trial for this matter. Hereinafter, this time period will be referred to as the  
28

1 "Relevant Time Period" or the proposed "Class Period", interchangeably, unless otherwise  
2 delimited by applicable statute of limitation.

3 SUMMARY OF CLAIMS AND FACTUAL ALLEGATIONS

4  
5 3. Plaintiff, at all relevant time periods stated herein, or part thereof, provided  
6 property management services to and/or worked for Defendant at its apartment-home properties  
7 in Stanislaus County, California. Plaintiff's work is substantially similar to others acting as or  
8 providing services to Defendant at its apartment-home properties in San Joaquin, Yolo and  
9 Sacramento counties.

10  
11 4. As a matter of course during all or substantial portion of the proposed class  
12 period, Plaintiff and each member of the proposed Class[es], were regularly paid an incentive  
13 leasing bonus, which amount was not included in the regular rate of all remuneration for  
14 employment; specifically the amount was not computed in the regular hourly rate of pay and  
15 overtime compensation pursuant to California Labor Code §§200 and 204.

16  
17 5. As a matter of course during all or substantial portion of the proposed class  
18 period, each Plaintiff and each member of the proposed Class[es], were regularly, uniformly and  
19 systematically prohibited by Defendant from taking timely, compliant, uninterrupted paid 10-  
20 minute meal periods for periods of approximately four (4) hours worked, or a major fraction  
21 thereof, as required by California Labor Code §226.7(b), §512 and the IWC Wage Order; nor  
22 were Plaintiffs or members of the proposed Class[es] paid a one-hour premium wage at their  
23 regular rate of hourly pay for each missed, late or interrupted rest period [as alleged herein with  
24 definition of the proposed class or subclass to follow].  
25

26  
27 6. As a matter of course during all or substantial portion of the proposed class  
28 period, each Plaintiff and each member of the proposed Class[es], were not provided true,

1 ~~accurate, and properly itemized wage statements or pay statements setting forth all hours~~  
2 actually caused or suffered to work and the corresponding correct amounts of pay at the  
3 requisite agreed and legal rate as required by California Labor Code §226 et seq. Because  
4 Defendant did not include the bonus amount in the computation of the hourly rate and overtime  
5 compensation, Plaintiff and members of the proposed Class received inaccurate information  
6 regarding their applicable overtime rate and total overtime compensation per pay period.  
7 Plaintiff is informed and believe and based thereon allege that Defendant acted willfully and  
8 with direct knowledge that their actions were unlawful and violated California labor standards  
9 [as alleged herein with definition of the proposed class or subclass to follow].  
10  
11

12 7. As a matter of course during all or substantial portion of the proposed class  
13 period, each Plaintiff and each member of the proposed Class[es], who were terminated or  
14 separated from their employment from Defendant were not timely paid all wages due as  
15 required by California Labor Code §203. Also, since Defendant had no reasonable basis to  
16 believe that it was in compliance with applicable law in excluding the alleged discretionary  
17 bonus from the overtime calculation, Plaintiff is informed and believes and based thereon allege  
18 that Defendant acted willfully and with direct knowledge that its actions were unlawful and  
19 violated California labor standards [as alleged herein with definition of the proposed class or  
20 subclass to follow].  
21  
22

23 **PLAINTIFF**

24 8. Plaintiff Jessica Barrios is an individual over the age of eighteen (18) and is  
25 now, and at all times mentioned in this Complaint, a resident of the State of California. Plaintiff,  
26 has suffered harm and/or injury in fact from Defendant's conduct in subjecting her to systematic  
27  
28

1 ~~wage abuse and under payment of wages~~ under the California Labor Code and applicable  
2 regulations.

3 9. Plaintiff Jessica Barrios provided property management services to and/or  
4 worked for Defendant, between approximately April 20, 2012 through October 20, 2017, in  
5 California as a Leasing Consultant, Bookkeeper, Assistant Community Director and/or  
6 Community Director. Plaintiff Barrios worked at Defendant's apartment-home properties at  
7 3025 Christoffersen Parkway in Turlock, California and 3055 Floyd Avenue in Modesto,  
8 California, both in Stanislaus County, at all relevant times within four years prior to the filing of  
9 this Complaint, as alleged herein.  
10

11  
12 10. Plaintiff has personal knowledge and reasonable belief that she was subjected  
13 to discrimination based on sex, related to her pregnancy, pregnancy-related medical condition,  
14 childbirth and breastfeeding in the form of denial of promotion and inequitable pay in violation  
15 of the Fair Employment and Housing Act.  
16

17 11. Plaintiff brings this Complaint against Defendant for aforementioned causes  
18 of action as listed on Page 1 of this Complaint, without exception. Plaintiff on behalf of herself  
19 and proposed Class[es] consider Defendant's willful and methodical disregard for compliance  
20 with California common and statutory laws to have caused Plaintiff and proposed Class[es] to  
21 be denied compensation for all wages owed and denied mandated rest periods. Plaintiff, as will  
22 be described in greater detail below, alleges other violations of California law.  
23

24 **DEFENDANT**

25 12. American Property Management, Inc. (hereinafter referred to as "APM"), is a  
26 property management company licensed to do business and/or operate within the State of  
27  
28

1 California, the County of Stanislaus and is registered with the California Secretary of State, as  
2 of November 4, 1998.

3 13. Based upon the geographic location of APM and with consideration of all the  
4 facts and circumstances determinative of Defendant's operations and business[es], it is alleged  
5 that Defendant is subject to the applicable Industrial Welfare Commission Wage Orders,  
6 California Labor Code §§201, 202, 203, 204(a), 226 *et seq.*, 300, 351, 432, 500 *et seq.*, 1030,  
7 1194 *et seq.*, 1198.5, 2810.5, California Code of Civil Procedure §1021.5, California Business  
8 and Professions Code §17200 *et seq.*, and California common law. Defendant being subject to  
9 the above-listed laws have caused Plaintiff, as an adequate representative of all proposed  
10 Class[es], to seek damages for unpaid overtime compensation, unpaid minimum wage, wages  
11 for missed rest periods, statutory penalties, restitution, declaratory and injunctive relief,  
12 attorneys' fees and costs, prejudgment interest, and other relief as allowed by California Law.  
13

14 14. Plaintiff is informed and reasonably believes that Defendant is now and/or at  
15 all times mentioned in this Complaint, was in some manner legally responsible for the events,  
16 happenings and circumstances alleged in this Complaint.  
17

18 15. Plaintiff is informed and reasonably believes that Defendant, at all times  
19 mentioned in this Complaint was or is a member of and/or engaged in a joint venture,  
20 partnership and common enterprise and was acting within the course and scope of, and in  
21 pursuance of said joint venture, partnership or common enterprise.  
22

23 16. Plaintiff is informed and reasonably believes that Defendant, at all times  
24 mentioned in this Complaint approved of, condoned and/or otherwise ratified each and every  
25 one of the acts and/or omissions alleged in this Complaint.  
26  
27  
28

1 - 17. ~~Plaintiff is informed~~ and reasonably believes that Defendant, at all times  
2 mentioned in this Complaint aided and abetted the acts and/or omissions of each and every one  
3 of Defendant's agents, officers, directors and/or managers conduct thereby proximately causing  
4 the damages alleged in this Complaint.  
5

6 18. Plaintiff is informed and reasonably believes, and based thereon allege, that  
7 each Defendant acted in all respects pertinent to this action as the agent of the other Defendants,  
8 carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts  
9 of each Defendant are legally attributable to the other Defendants.  
10

11 19. Plaintiff does not know the true names and capacities, whether individual,  
12 corporate, associate, partner, or otherwise of Defendants sued herein as DOES 1 through 10,  
13 inclusive, and for that reason, Plaintiff therefore sues Defendants under such fictitious names.  
14 Plaintiff is informed and believes and therefore alleges that each of said fictitious Defendants  
15 are legally responsible in some manner for the unlawful acts referred to herein and directly or  
16 proximately cause Plaintiff and proposed Class[es] to be subject to the illegal employment  
17 practices and injuries complained of. Plaintiff will seek leave of court to amend this Complaint  
18 to reflect the true names and capacities of the Defendants designated herein as DOES when such  
19 identities become know.  
20  
21

## 22 II. JURISDICTION

23 20. Plaintiff incorporates by reference and re-alleges each and every paragraph of  
24 this Complaint as though fully set forth, that the Court has jurisdiction over the Plaintiff and  
25 proposed Class[es]' claims based on the nature of the claims and violations of the applicable  
26 California common and statutory laws. In particularity, this Court has jurisdiction in this matter  
27 due to Defendants' violations of Labor Code §§203, §226 et seq., 300 510, 1030, 1194, 1198.5,  
28

1 I.W.C. Wage Order No. 4-2001 and Plaintiff's and proposed Class[es]' claims for injunctive  
2 relief and restitution of unpaid wages and other injuries arising from Defendants' unlawful  
3 and/or unfair business practices under Business and Professions Code §17200 *et seq.* and  
4 California Labor Code §1199 and 2699.5.  
5

### 6 III. VENUE

7 21. Plaintiff incorporates by reference and re-alleges each and every paragraph of  
8 this Complaint as though fully set forth, that venue is proper because Defendant resides in, is  
9 located in and/or are domiciled in the County of Stanislaus, California and maintain office[s]  
10 and transacts business in this County, and work was performed by Plaintiff and proposed  
11 Class[es] which made the subject of this action in the County of Stanislaus, California.  
12

### 13 IV. CLASS ALLEGATIONS

14 22. Plaintiff brings this suit as a class action pursuant to Code of Civil Procedure  
15 ("CCP") §382, and other similarly situated individuals (the "proposed Plaintiff Class" or  
16 "proposed Class[es]") because there are questions of common or general interest, of many  
17 persons, or when the parties are numerous, and it is impracticable to bring them all before the  
18 court.  
19

20 23. Plaintiff brings this suit on behalf of herself and others similarly situated  
21 specifically those members of the Class who worked for or provided services to Defendant's  
22 apartment-home complexes in Stanislaus, San Joaquin, Yolo and Sacramento counties, as their  
23 job titles, positions, scope of work, and regulation by Defendant's policies and/or practices at  
24 the subject of this lawsuit are substantially similar, if not the same.  
25  
26  
27  
28

1 24. The putative or proposed Plaintiff Class[es] and appropriate subclasses for  
2 which Plaintiffs seek to represent and to certify are currently composed of and defined as  
3 follows:  
4

5 a. PLAINTIFF FORMER EMPLOYEE CLASS: all California based  
6 individuals in positions, job titles, job codes or job descriptions of maintenance technician,  
7 maintenance supervisor, leasing agent, community consultant, bookkeeper, assistant manager,  
8 manager, assistant community director, community director and other similar nomenclature  
9 performing substantially identical functions and/or duties who Defendant classified as  
10 nonexempt based on company records; who were formerly employed by Defendant; who  
11 worked within the time period from four (4) years preceding the filing of this Complaint, up to  
12 and through the time of commencement of trial for this matter.  
13

14 1. FORMER EMPLOYEE OVERTIME SUBCLASS: All members of the  
15 Plaintiff Former Employee Class who (1) were classified as nonexempt during the  
16 proposed class period (2) who earned an incentive and/or leasing bonus (3) for whom  
17 Defendant did not pay overtime wages at the requisite overtime rates of pay pursuant to  
18 applicable to California law.  
19

20 2. FORMER EMPLOYEE REST PERIOD SUBCLASS: All members of  
21 the Plaintiff Former Employee Class who (1) were classified as nonexempt during the  
22 proposed class period and did not satisfy the legal requirements for exempt classification,  
23 (2) for whom Defendant did not authorize or permit 10-minute paid rest periods for  
24 approximately every four (4) hours worked, or a major fraction thereof, and (3) for whom  
25 Defendant failed to provide one hour of pay at the nonexempt employees' regular rate of  
26 pay for each missed, late, interrupted or non-duty free rest period in lieu thereof.  
27  
28



1 ~~3. FORMER EMPLOYEE WAGE STATEMENT SUBCLASS:~~ All

2 members of the Plaintiff Former Employee Class for whom Defendant did not provide  
3 accurate itemized wage statements showing all hours actually caused or suffered to work  
4 and the applicable and accurate rates of pay.  
5

6 4. FORMER EMPLOYEE WAITING TIME SUBCLASS: All members of

7 the Plaintiff Former Employee Class for who (1) from three-years prior to the filing of  
8 the original Complaint separated from Defendant's employment and (2) for whom  
9 Defendant willfully failed to pay any and all wages due, including unpaid overtime  
10 wages, within seventy-two (72) hours of the time the employee voluntarily ended their  
11 employment with Defendant or immediately upon involuntarily separation of their  
12 employment with Defendant.  
13

14 b. PLAINTIFF CURRENT EMPLOYEE CLASS: all California based

15 individuals in positions, job titles, job codes or job descriptions of maintenance technician,  
16 maintenance supervisor, leasing agent, community consultant, bookkeeper, assistant manager,  
17 manager, assistant community director, community director and other similar nomenclature  
18 performing substantially identical functions and/or duties who Defendant classified as  
19 nonexempt based on company records; who were formerly employed by Defendant; who  
20 worked within the time period from four (4) years preceding the filing of this Complaint, up to  
21 and through the time of commencement of trial for this matter.  
22  
23

24 c. CURRENT EMPLOYEE OVERTIME SUBCLASS: All members of the

25 Plaintiff Current Employee Class who (1) were classified as nonexempt during the  
26 proposed class period (2) who earned an incentive and/or leasing bonus (3) for whom  
27  
28

1 ~~Defendant did not pay overtime wages at the requisite overtime rates of pay pursuant to~~  
2 applicable California law.

3  
4 d. CURRENT EMPLOYEE REST PERIOD SUBCLASS: All members of  
5 the Plaintiff Current Employee Class who (1) were classified as nonexempt during the  
6 proposed class period and did not satisfy the legal requirements for exempt classification,  
7 (2) for whom Defendant did not authorize or permit 10-minute paid rest periods for  
8 approximately every four (4) hours worked, or a major fraction thereof, and (3) for whom  
9 Defendant failed to provide one hour of pay at the nonexempt employees' regular rate of  
10 pay for each missed, late, interrupted or non-duty free rest period in lieu thereof.

11  
12 e. CURRENT EMPLOYEE WAGE STATEMENT SUBCLASS: All  
13 members of the Plaintiff Current Employee Class for whom Defendant did not provide  
14 accurate itemized wage statements showing all hours actually caused or suffered to work  
15 and the applicable and accurate rates of pay.

16  
17 25. Pursuant to Rule of Court 3.765(b), Plaintiffs reserve the right to amend or  
18 modify the class definition[s] with greater specificity, by further division into additional  
19 subclasses, and/or by limitation to particular issues. Plaintiff also reserves the right to pursue the  
20 cause of action for civil penalties under the Labor Code Private Attorneys General Act of 2004  
21 in a representative capacity without regard to CCP §382 requirements.

22  
23 26. The proposed Plaintiff Class and all Classes are so numerous that the individual  
24 joinder of each individual in the Plaintiff Class and all Classes is impractical. While Plaintiff  
25 does not currently know the exact number of class members, Plaintiff estimates the number to  
26 exceed 100 individuals. Plaintiff believes that the quantity and identity of such members is  
27 readily ascertainable upon inspection of Defendant's records.  
28

1        27. A class action is vastly superior to other available means for fair and efficient  
2 adjudication of the Plaintiff's and all Classes' claims and would be beneficial to both the parties  
3 and this Court. A class action will allow a substantial number of similarly situated individuals to  
4 simultaneously and efficiently prosecute their common claims in a single forum without the  
5 unnecessary duplication of effort and expense that numerous individual actions would entail. In  
6 addition, a class action will serve an important public interest by permitting Plaintiff and all  
7 Classes to effectively pursue the recovery of moneys owed to them and affording them an  
8 opportunity to vindicate their rights to timely wage payments at legal rates under the Labor  
9 Code. Finally, a class action will also eliminate the potential for inconsistent or contradictory  
10 judgments that is inherent in individual litigation.

11  
12        28. The subject matter of this Complaint both as to factual matters and as to matters  
13 of law, are such that there are questions of law and fact common to the Plaintiff and the Classes  
14 which predominate over questions affecting only individual members of the Classes that include  
15 but are not limited to:

16  
17            a. Whether Defendants' leasing bonus should be included in computing the  
18 "regular rate" at which an employee is employed, for Defendant's nonexempt  
19 employees?  
20

21            b. Whether the Former Employee Overtime Subclass was underpaid  
22 overtime compensation?  
23

24            c. Whether the Current Employee Overtime Subclass was underpaid  
25 overtime compensation?  
26

27            d. Whether Defendant failed to provide accurate itemized wage statements  
28 to the Former Employee Wage Statement Subclass?

1 e. Whether Defendant failed and continues to fail to provide accurate  
2 itemized wage statements to the Current Employee Wage Statement Subclass?

3  
4 f. Whether the Defendant failed to provide legal rest periods and as such  
5 impeded, discouraged and/or dissuaded the Former Employee Rest Period Subclass from  
6 taking compliant rest periods in violation of the Labor Code and the applicable IWC  
7 Wage Orders?

8  
9 g. Whether the Defendant failed and continues to fail to provide legal rest  
10 periods and as such impeded, discouraged and/or dissuaded the Current Employee Rest  
11 Period Subclass from taking compliant rest periods in violation of the Labor Code and  
12 the applicable IWC Wage Orders?

13  
14 h. Whether Former Employee Waiting Time Subclass is due waiting time  
15 penalties for Defendant's failure to pay for all wages earned upon discharge from  
16 employment?

17  
18 i. Whether Defendant's conduct constitutes deceptive, unlawful, unfair  
19 and/or fraudulent business practice[s] in violation of California Business and Professions  
20 Code?

21  
22 j. Whether Defendant is subject to all violations under Labor Code  
§2699.5?

23  
24 k. Whether Plaintiff Former Employee Classes and Plaintiff Current  
Employee Classes are entitled to restitution, and;

25  
26 l. Whether Defendant is liable for attorneys' fees and costs.

27  
28 29. Plaintiff has claims typical of the claims of all members of the proposed Classes  
because Plaintiff and all members of the Classes sustained injury as a result of Defendant's

1 ~~common course of conduct in violation of the law.~~ Plaintiff, as a representative party, will fairly  
2 and adequately protect the interests of all members of the Classes by pursuit of this Complaint  
3 through civil litigation. Plaintiff is an adequate class representative in that she has no interests  
4 that are adverse to, or otherwise in conflict with, the interests of all members of the Classes and  
5 is dedicated to vigorously pursuing this action on their behalf.

7 **FIRST CAUSE OF ACTION**  
8 **FAILURE TO PAY OVERTIME WAGES**  
9 **(ON BEHALF OF PLAINTIFF, FORMER EMPLOYEE OVERTIME SUBCLASS AND**  
10 **CURRENT EMPLOYEE OVERTIME SUBCLASS)**  
11 **(AGAINST DEFENDANT)**

12 30. Plaintiff on behalf of herself, Former Employee Overtime Subclass and Current  
13 Employee Overtime Subclass, allege this first cause of action, and incorporate by reference and  
14 re-allege each and every paragraph of this Complaint as though fully set forth:

15 31. Plaintiff, Former Employee Overtime Subclass and Current Employee Overtime  
16 Subclass as part of their job duties as a maintenance technician, maintenance supervisor, leasing  
17 agent, community consultant, bookkeeper, assistant manager, manager, assistant community  
18 director, community director are eligible for a leasing bonus.

19 32. Plaintiff and proposed subclasses allege that the leasing bonus is outlined by  
20 Defendant's policy and provides for a continuous structure of dollar amount payout, segregated  
21 by bonus amount for new leases and bonus amount for renewal leases.

22 33. Plaintiff and proposed subclasses allege that Defendant APM required regular  
23 tracking of each lease bonus (new or renewal) on a worksheet that is maintained at each  
24 residential property office and/or by each bonus eligible employee, thereby keeping a continual  
25 account of the number of bonuses with dollar amounts of anticipated payout.  
26  
27  
28

1 34. - Plaintiff and proposed subclasses have reasonable belief that the leasing bonus is  
2 a measurement of production and/or efficiency and is frequent and substantial as to be  
3 considered part of the regular wages.  
4

5 35. Plaintiff and proposed subclasses have reasonable belief that the leasing bonus is  
6 guaranteed and expected by all eligible individuals as there is limited exception or example of  
7 Defendant APM withholding an earned bonus.

8 36. Plaintiff and proposed subclasses have knowledge and reasonable belief that the  
9 fact that bonus payment will be made, the timing of such payment and the amount of the  
10 payment are commonly known to bonus eligible employees and promised or guaranteed by  
11 Defendant APM.  
12

13 37. California law requires *inclusion in the regular rate of all remuneration for*  
14 *employment...bonuses which do not qualify for exclusion from the regular rate...must be totaled*  
15 *in with other earnings to determine the regular rate on which overtime pay must be based.*  
16

17 38. California law in relevant part outlines that *if a bonus is based on a percentage*  
18 *of production or some formula other than a flat amount and can be computed and paid with the*  
19 *wages for the pay period to which the bonus is applicable, overtime on the bonus must be paid*  
20 *at the same time as the other earnings for the week, or no later than the payday for the next*  
21 *regular payroll period (CA Labor Code §204).*  
22

23 39. Plaintiff and proposed subclasses have been denied lawfully due overtime  
24 compensation because of Defendant APM's failure to include the leasing bonus in computing  
25 the regular rate on which overtime pay must be based; the amount to be determined at trial.  
26

27 40. Plaintiff and proposed subclasses reasonably believe that Defendant's actions of  
28 withholding lawfully due or the underpayment of overtime compensation was willful, thus they

1 will seek recovery of such amounts ~~plus allowable~~ and statutory interest, attorneys' fees and  
2 costs within the time period from three (3) years preceding the filing of this Complaint  
3

4 **SECOND CAUSE OF ACTION**  
5 **FAILURE TO PROVIDE REST PERIODS**  
6 **(ON BEHALF OF PLAINTIFF, FORMER EMPLOYEE REST PERIOD SUBCLASS**  
7 **AND CURRENT EMPLOYEE REST PERIOD SUBCLASS)**  
8 **(AGAINST DEFENDANT)**

9 41. Plaintiff on behalf of herself, Former Employee Rest Period Subclass and  
10 Current Employee Rest Period Subclass, allege this second cause of action, and incorporate by  
11 reference and re-allege each and every paragraph of this Complaint as though fully set forth:

12 42. California Labor Code 226.7(b) requires that no employee be made to work  
13 during a rest or recovery period mandated by an applicable I.W.C. Wage Order.

14 43. California Labor Code and I.W.C Wage Order No. 4-2001 in relevant part  
15 indicate that an employer must authorize and permit rest periods for all non-exempt employees  
16 whose total daily work time is at least 3.5 hours. Thus, offering a "rest period at the rate of ten  
17 (10) minutes net rest time per four (4) hours or major fraction thereof."

18 44. Plaintiff and proposed subclasses are informed and reasonably believe that they  
19 are or were classified as nonexempt, hourly wage earners, thus are or were entitled to compliant  
20 rest periods.

21 45. Defendant maintained a regular practice of interrupting or failing to permit  
22 and/or authorize nonexempt employees a mandated rest period, during their usual and  
23 customary (minimum of) eight-hour (8) shifts, five (5) to six (6) days per week.

24 46. Defendant failed to maintain, distribute or adequately train any policy regarding  
25 rest periods to Plaintiff and proposed subclasses.  
26  
27  
28

1 47. Defendant regularly failed to provide for an uninterrupted 10-minute rest period  
2 to Plaintiff and proposed subclass by requiring that active work be performed regardless of how  
3 many hours had been worked without a rest or recovery period.  
4

5 48. Defendant routinely discouraged, impeded and/or prevented Plaintiff and  
6 proposed subclasses, and in fact, knew or should have reasonably known that Plaintiff and  
7 proposed subclasses were working during their rest periods; however, Defendant did not take  
8 steps to address the situation.  
9

10 49. As a result of Defendant's failure to provide rest periods, Plaintiff and proposed  
11 subclasses are entitled to recover one additional hour of pay at the Plaintiff's or member's  
12 regular rate of pay for each work day that a rest period was not provided, as well as statutory  
13 interest, attorneys' fees and costs.  
14

15 **THIRD CAUSE OF ACTION**  
16 **FAILURE TO PROVIDE TIMELY AND ACCURATE ITEMIZED WAGE**  
17 **STATEMENTS**  
18 **(ON BEHALF OF PLAINTIFF, FORMER EMPLOYEE WAGE STATEMENT**  
19 **SUBCLASS AND CURRENT EMPLOYEE WAGE STATEMENT SUBCLASS)**  
20 **(AGAINST DEFENDANT)**

21 50. Plaintiff on behalf of herself, Former Employee Wage Statement Subclass and  
22 Current Employee Wage Statement Subclass, allege this third cause of action, and incorporate  
23 by reference and re-allege each and every paragraph of this Complaint as though fully set forth:

24 51. California Labor Code §226(a) reads as follows:

25 (a) An employer, semimonthly or at the time of each payment of wages, shall  
26 furnish to his or her employee, either as a detachable part of the check, draft, or  
27 voucher paying the employee's wages, or separately if wages are paid by personal  
28 check or cash, an accurate itemized statement in writing showing (1) gross wages  
earned, (2) total hours worked by the employee (3) the number of piece-rate units  
earned and any applicable piece rate if the employee is paid on a piece-rate basis,  
(4) all deductions, provided that all deductions made on written orders of the  
employee may be aggregated and shown as one item, (5) net wages earned, (6) the



1 inclusive dates of the period for which the employee is paid, (7) the name of the  
2 employee and only the last four digits of his or her social security number or an  
3 employee identification number other than a social security number, (8) the name  
and address of the legal entity that is the employer.

4 52. Plaintiff and proposed subclasses re-allege that they have been denied lawfully  
5 due overtime compensation because of Defendant's failure to include the leasing bonus in  
6 computing the regular rate on which overtime pay must be based; thus each paycheck stub  
7 which includes an incorrect overtime rate and incorrect overtime calculation is an inaccurate  
8 statement.  
9

10 53. Plaintiff and proposed subclasses allege that Defendant failed to provide sick  
11 leave accrual information on each paystub or on a document issued the same day as the  
12 paycheck in accordance with Labor Code §246.  
13

14 54. Defendant's failure to correctly calculate Plaintiff's and proposed subclasses'  
15 overtime rate and overtime calculation resulted in provision of an inaccurate wage statement, in  
16 that (1) all applicable hourly rates in effect during each respective pay period, (2) the number of  
17 hours worked, (3) gross wages earned, and; (4) net wages earned are incorrect.  
18

19 55. Plaintiff, Former Employee Wage Statement Subclass and Current Employee  
20 Wage Statement Subclass allege to and have suffered actual harm as a result of Defendant's  
21 knowing and intentional violation of the California Labor Code as it pertains to provision of  
22 timely and accurate wage statements. As such, they will seek to recover the "greater of all actual  
23 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one  
24 hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to  
25 exceed an aggregate penalty of four thousand dollars (\$4,000)" and, reasonable attorneys' fees  
26 and costs.  
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**FOURTH CAUSE OF ACTION**  
**FAILURE TO PAY ALL COMPENSATION DUE AND PAYABLE UPON**  
**CONCLUSION OF EMPLOYMENT**  
**(ON BEHALF OF PLAINTIFF AND FORMER EMPLOYEE**  
**WAITING TIME SUBCLASS)**  
**(AGAINST DEFENDANT)**

56. Plaintiff on behalf of herself and Former Employee Waiting Time Subclass allege this fourth cause of action, and incorporate by reference and re-allege each and every paragraph of this Complaint as though fully set forth:

57. Labor Code §201 and §202 requires that all employees receive all earned and unpaid wages at the time of termination of employment, either immediately upon discharge or within the required time frame upon resignation.

58. Plaintiff and proposed subclass re-allege that they have been denied lawfully due overtime compensation because of Defendant's failure to include the leasing bonus in computing the regular rate on which overtime pay must be based.

59. Plaintiff and proposed subclass re-allege that they have been denied lawfully due rest periods, thus Defendant owed Plaintiff and proposed subclass one additional hour of pay at his/her regular rate to be paid no later than the next paycheck.

60. Defendant's willful failure to provide accurate overtime compensation and/or the requisite additional hour of pay [for missed rest periods] caused Plaintiff and proposed subclass to not receive all earned and unpaid wages at the time of termination of employment, either immediately upon discharge or within the required time frame upon resignation.

61. As a result of Defendant's failure to pay all earned and unpaid wages at the time of termination of and/or resignation from employment, Plaintiff and proposed subclass are

1 entitled to waiting time penalties pursuant to California Labor Code §203, as well attorneys'  
2 fees and costs.

3  
4 **FIFTH CAUSE OF ACTION**  
5 **UNLAWFUL AND/OR UNFAIR BUSINESS PRACTICES UNDER BUSINESS AND**  
6 **PROFESSIONS CODES 17200 ET SEQ**  
7 **(BY PLAINTIFF, ALL FORMER EMPLOYEE CLASSES AND**  
8 **ALL CURRENT EMPLOYEE CLASSES**  
9 **(AGAINST DEFENDANT)**

10 62. Plaintiff, all Former Employee Classes and all Current Employee Classes allege  
11 this fifth cause of action, and incorporate by reference each and every paragraph of this  
12 Complaint as though fully set forth, except those paragraphs which are inconsistent with this  
13 cause of action:

14 63. Plaintiff, all Former Employee Classes and all Current Employee Classes are  
15 informed and reasonably believe that Defendant has engaged in unfair business practices in  
16 California by adopting employment practices in direct violation of California common and  
17 statutory law.

18 64. Plaintiff, all Former Employee Classes and all Current Employee Classes are  
19 informed and reasonably believe that Defendant has committed deceptive, unlawful, unfair and  
20 fraudulent business practices which have deprived Plaintiff, all Former Employee Classes and  
21 all Current Employee Classes of money or property in violation of California Business and  
22 Professions Code § 17200 et seq. Violations have occurred by Defendant's failure to pay  
23 overtime wages, failure to provide rest periods, failure to pay all earned and payable wages  
24 upon termination of employment and failure to provide timely and accurate wage statements.

25 65. Plaintiff, all Former Employee Classes and all Current Employee Classes are  
26 informed and reasonably believe that they are entitled to and do seek a declaration that the  
27  
28

1 ~~forementioned business practices are deceptive, unlawful, unfair and/or fraudulent and injunctive~~  
2 relief restraining Defendant from engaging in any such future business practices.

3  
4 66. As a result of Defendant's unlawful and unfair business practices, Plaintiff, all  
5 Former Employee Classes and all Current Employee Classes seek disgorgement of monies and  
6 full restitution, as necessary and allowable, to restore any and all monies withheld, acquired  
7 and/or converted by the Defendant by means of the unfair practices outlined herein. This  
8 includes seeking statutory interest, as well as attorneys' fees and costs.

9  
10 **SIXTH CAUSE OF ACTION**  
11 **PRIVATE ATTORNEYS GENERAL ACT, CLAIM FOR CIVIL PENALTIES**  
12 **(BY PLAINTIFF ON BEHALF OF ALL FORMER EMPLOYEE CLASSES AND**  
13 **ALL CURRENT EMPLOYEE CLASSES)**  
14 **(AGAINST DEFENDANT)**

15  
16 67. Plaintiff on behalf of herself and all Former Employee Classes and all Current  
17 Employee Classes allege this sixth cause of action, and incorporate by reference and re-allege  
18 each and every paragraph of this Complaint as though fully set forth:

19  
20 68. California Labor Code §§2698 *et seq.*, allows for the Labor Workforce  
21 Development Agency to act on behalf of aggrieved employees and to recover civil penalties on  
22 behalf of the aggrieved employees, other employees and the State of California for Labor Code  
23 violations.

24  
25 69. Plaintiff has been subjected to Defendant's numerous violations of California  
26 statutory and common laws, including but not limited to violation of California Labor Code  
27 §§201-204, 226 *et seq.*, 246, 1194, and I.W.C. Wage Order No. 4-2001, thus Plaintiff is  
28 informed and reasonably believes herself to qualify as aggrieved employees.

69. Plaintiff as an aggrieved employee perform[ed] work for Defendant violator and  
had one or more alleged violations committed against her, and therefore is adequately placed to

1 ~~represent the interest of all other aggrieved employees, such as Former Employee Class~~  
2 members and Current Employee Class members.

3  
4 71. Plaintiff seeks to recover the PAGA civil penalties through a representative  
5 action permitted under the California Labor Code §§2699(a), 2699.3 and 2699.5, in addition to  
6 other remedies for violations of Labor Code §226 and other Labor Code violations which have  
7 been outlined in this Complaint.

8  
9 72. California Labor Code §2698 *et seq.*, imposes a civil penalty upon violators of  
10 one hundred dollars (\$100) per pay period, for each aggrieved employee for each initial  
11 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each  
12 subsequent violations.

13  
14 73. Plaintiffs' PAGA claims do not require class certification; however, Plaintiff  
15 may choose to seek certification of the PAGA claims.

16  
17 74. On November 17, 2017, Plaintiff provided the Labor Workforce and  
18 Development Agency ("LWDA") written notice of the alleged claims through the Agency's  
19 online claim notice; duplicate notice was sent to Defendant by certified mail with return receipt,  
20 attached hereto collectively referred to as EXHIBIT A.

21  
22 75. At the time of filing this Complaint, the LWDA has not responded to Plaintiffs  
23 and/or has chosen not to investigate the claims; thereby allowing for this action to commence  
24 pursuant to California Labor Code §2699 *et seq.*  
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~~SEVENTH CAUSE OF ACTION~~  
UNLAWFUL DISCRIMINATION BASED UPON SEX  
(BY PLAINTIFF)  
(AGAINST DEFENDANT)

76. Plaintiff Jessica Barrios, on behalf of herself, alleges this seventh cause of action, and incorporate by reference and re-alleges each and every paragraph of this Complaint as though fully set forth:

77. Ms. Barrios, prior to the initiation of this lawsuit, filed a complaint against each named Defendant with the California Department of Fair Employment and Housing ("DFEH") pursuant to California Government Code §12900, *et seq.* On January 25, 2018, the DFEH issued a "right to sue" letter. True and correct copies of the administrative complaint and/or the "right to sue" letter are attached hereto collectively referred to as EXHIBIT B. All conditions precedent to the institution of this lawsuit have been fulfilled. This action is filed within one year of the date that the DFEH issued its rights to sue letter.

78. Defendant discriminated against Ms. Barrios on the basis of sex in violation of FEHA through numerous illegal acts due to her gender, pregnancy, pregnancy-related medical condition[s], childbirth and breastfeeding.

79. In or around April 2016, it became known to Karina de la Torre, Regional Manager for APM that Ms. Barrios was pregnant. At the current time, Ms. Barrios was assigned by Ms. de la Torre as an acting Assistant Community Director or Community Director at Defendant's apartment-home complex in Stanislaus County.

80. Ms. de la Torre acknowledged directly to Ms. Barrios that she had the requisite experience and skills to work as an Assistant Community Director or Community Director; however did not provide her with comparable compensation or permanent employment in the

1 position as Ms. Barrios' male counterparts or other non-disabled (i.e., not pregnant or  
2 breastfeeding) female employees.

3  
4 81. In or around August 2016, Ms. Barrios became aware that a permanent  
5 Community Director position was available at Sierra Oaks in Turlock, California and expressed  
6 interest in the promotional opportunity to Ms. de la Torre.

7  
8 82. Between August 2016 and January 2017, Ms. de la Torre expressed to Ms.  
9 Barrios and at times in front of others, that Ms. Barrios' disability due to pregnancy and  
10 anticipated pregnancy disability leave of absence [which occurred from October 1, 2016  
11 through January 16, 2017] would bar her from considering Ms. Barrios for the promotion;  
12 however, if she was not pregnant or was not anticipating taking a pregnancy disability leave of  
13 absence, she would be Ms. de la Torre's first choice.

14  
15 83. Defendant through Ms. de la Torre or any other representative of APM, did not  
16 promote Ms. Barrios to a permanent managerial position at any time during or subsequently  
17 thereafter her pregnancy ended and/or use of protected leave time, despite the vacancy in  
18 positions at Sierra Oaks, in Turlock and The Palms, in Stockton.

19  
20 84. Defendant promoted Monica Tavares, a substantially less experienced, non-  
21 disabled (i.e., not pregnant) female to the Community Director position at Sierra Oaks in or  
22 around November 2017.

23  
24 85. Defendant hired David Duncan, a male as the Community Director position at  
25 The Palms in or around March 2017; consideration for his hire occurred during the time that  
26 Ms. Barrios was continuing to care for her infant child and expressing milk.

27  
28 86. Defendant hired Mr. Duncan to perform substantially similar work as Ms.  
Barrios was assigned and undertook while pregnant [before taking protected leave of absence];

1 however, Defendant compensated Mr. Duncan approximately \$65,000 (exclusive of bonus) per  
2 year for such work; an amount approximately two (2) times Ms. Barrios' compensation (in  
3 violation of Labor Code § 1197.5).  
4

5 87. Ms. Barrios has personal knowledge and/or reasonable belief that Ms. de la Torre  
6 had received disciplinary coaching from Defendant's corporate office which pertained to or  
7 limited Ms. de la Torre's consideration of reasonable accommodation requests for the personal  
8 and/or medical needs of subordinate employees, thereby justifying her lack of consideration of  
9 Ms. Barrios in permanent (i.e., not temporary or acting), managerial position.  
10

11 88. As a proximate result of the conduct of Defendant, Ms. Barrios has suffered  
12 damages in terms of lost wages, lost bonuses, lost benefits, and other pecuniary loss according  
13 to proof. Ms. Barrios has also suffered and will continue to suffer physical and emotional  
14 injuries, including humiliation, anguish, embarrassment and anxiety. The amount of Plaintiff  
15 Barrios' damages will be ascertained at trial.  
16

17 89. In committing the foregoing acts, Defendant has been guilty of oppression, fraud  
18 and/or malice under Code of Civil Procedure §3294, thereby entitling Plaintiff Barrios to  
19 punitive damages in a sum appropriate to punish and make an example out of the foregoing  
20 Defendant.  
21

22 90. The act of oppression, fraud and/or malice were engaged in by employee[s] of  
23 Defendant. Defendant had advance knowledge of the unfitness of at least Ms. de la Torre and/or  
24 ratified her wrongful conduct for which an award of punitive damages is sought and/or  
25 individually oppressed Ms. Barrios. The advance knowledge and conscious disregard,  
26 authorization, ratification or act of oppression, fraud, and/or malice was committed by or on the  
27 part of an officer, director, or agent of Defendant, thereby entitling Ms. Barrios to punitive and  
28



1 ~~exemplary damages against Defendant in a sum appropriate to punish and make an example of~~  
2 Defendant.

3 91. FEHA provides for an award of reasonable attorneys' fees and costs incurred by  
4 a prevailing Plaintiff in an action brought under its provisions. Ms. Barrios has employed and  
5 will continue to employ attorneys for this action.

6 92. Ms. Barrios has been generally damaged in an amount within the jurisdictional  
7 limits of this Court.  
8

9  
10  
11 **EIGHTH CAUSE OF ACTION**  
12 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**  
13 **(BY PLAINTIFF)**  
14 **(AGAINST DERENDANT)**

15 93. Plaintiff Jessica Barrios, on behalf of herself, alleges this eight cause of action,  
16 and incorporate by reference and re-alleges each and every paragraph of this Complaint as  
17 though fully set forth:

18 94. Defendant APM terminated Ms. Barrios' employment in violation of important  
19 and well-established public policies, as set forth in various state statutes and Constitutional  
20 provisions including but not limited to FEHA and California Constitution Article 1, section 8  
21 which reads a person may not be disqualified from entering or pursuing a business, profession,  
22 vocation, or employment because of sex, race, creed, color, or national or ethnic origin.

23 95. On or around October 20, 2017, Ms. Barrios contacted Defendant's Human  
24 Resources Manager, Tesha Gatewood to again inform her of perceived and actual  
25 discriminatory and/or retaliatory conduct of Defendant's onsite manager[s], Monica Tavares  
26 and Raquel Johnpeer.  
27  
28

1 96. Defendant, through its agent, informed Ms. Barrios that the conduct she  
2 described was in fact discriminatory and/or retaliatory; however, failed to investigate the matter;  
3 failed to follow up with Ms. Barrios as to the outcome of an investigation, if any; and allowed  
4 the termination to remain in effect.  
5

6 97. As a proximate result of the conduct of Defendant, Ms. Barrios has suffered and  
7 will continue to suffer damages in terms of lost wages, lost bonuses, lost benefits, and other  
8 pecuniary loss according to proof. Ms. Barrios has also suffered and will continue to suffer  
9 physical and emotional injuries, including humiliation, anguish, embarrassment and anxiety.  
10 The amount of Ms. Barrios' damages will be ascertained at trial.  
11

12 98. In committing the foregoing acts, Defendant has been guilty of oppression, fraud  
13 and/or malice under Code of Civil Procedure §3294, thereby entitling Plaintiff Barrios to  
14 punitive damages in a sum appropriate to punish and make an example out of the foregoing  
15 Defendant.  
16

17 99. The act of oppression, fraud and/or malice were engaged in by employee[s] of  
18 Defendant. Defendant had advance knowledge of the unfitness of at least Ms. Monica Tavares,  
19 Ms. Tesha Gatewood and Ms. Raquel Johnpeer and/or ratified their wrongful conduct for which  
20 an award of punitive damages is sought and/or individually oppressed Ms. Barrios. The advance  
21 knowledge and conscious disregard, authorization, ratification or act of oppression, fraud,  
22 and/or malice was committed by or on the part of an officer, director, or agent of Defendant,  
23 thereby entitling Ms. Barrios to punitive and exemplary damages against Defendant in a sum  
24 appropriate to punish and make an example of Defendant.  
25  
26  
27  
28

1 100. FEHA provides for an award of reasonable attorneys' fees and costs incurred by  
2 a prevailing Plaintiff in an action brought under its provisions. Ms. Barrios has employed and  
3 will continue to employ attorneys for this action.  
4

5 101. Ms. Barrios has been generally damaged in an amount within the jurisdictional  
6 limits of this Court.  
7

#### 8 V. PRAYER FOR RELIEF

9 Plaintiff on behalf of herself and members of all Classes pray for judgment as indicated and  
10 outlined above in Paragraphs 30 through 101 and as follows:

11 a. Certification of Plaintiff's claims (on behalf of and those pertaining to all  
12 Classes) that this action may proceed and be maintained as a class action;

13  
14 b. Class notice to all California based individuals in positions, job titles, job codes  
15 or job descriptions of maintenance technician, maintenance supervisor, leasing agent,  
16 community consultant, bookkeeper, assistant manager, manager, assistant community  
17 director, community director and other similar nomenclature performing substantially  
18 identical functions and/or duties who Defendant classified as nonexempt based on company  
19 records; who were formerly employed by Defendant; who worked within the time period  
20 from four (4) years preceding the filing of this Complaint, up to and through the time of  
21 commencement of trial for this matter.;

22  
23 c. A declaratory judgment that Defendant's policies and/or practices violated the  
24 California Labor Code and/or applicable I.W.C. Wage Order[s] for causes of action one  
25 through seven.  
26  
27  
28

1 d. ~~\_\_\_\_\_~~ A declaratory judgment that Defendants' policies and/or business practices as  
2 outlined in causes of action one through six, constituted deceptive, unlawful, unfair and/or  
3 fraudulent business practices in violation of California's unfair competition laws.

4  
5 e. Injunctive relief, albeit preliminary or permanent enjoining Defendant from  
6 engaging in the aforementioned and alleged unlawful practices.

7 f. An award to Plaintiff, the Former Overtime Subclass and Current Overtime  
8 Subclass of damages for the amount of unpaid overtime compensation, including interest  
9 thereon and penalties subject to proof at trial;

10  
11 g. An award to Plaintiff, the Former Rest Period Subclass and the Current Rest  
12 Period Subclass of damages for the amount of one additional hour of pay at the regular rate  
13 of compensation for each workday that mandatory rest periods were not provided, including  
14 interest thereon;

15  
16 h. An award to Plaintiff, the Former Wage Statement Subclass and the Current  
17 Wage Statement Subclass of damages for failure to provide timely and accurate itemized  
18 wages statements;

19  
20 i. An award to Plaintiff, the Former Waiting Time Subclass for waiting time  
21 penalties for any and all failure to timely remit compensation of all earned and payable  
22 wages upon termination of employment, either by discharge or resignation;

23  
24 j. An award to Plaintiff, and all Classes for all civil penalties permitted by the  
25 PAGA, subject to the Court's discretion;

26  
27 k. An award of punitive damages to Plaintiff for Defendant's violation of  
28 discrimination laws.

l. Interest accrued and due pursuant to the California Labor Code;

1 m. Restitution to the Plaintiff, and all Classes pursuant to the applicable I.W.C

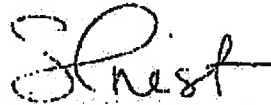
2 Wage Order[s];

3 n. Restitution to the Plaintiff, and all Classes pursuant to the California Labor Code,  
4 the California Business and Professions Code and all other applicable laws;

5 o. An award to Plaintiff, and all Classes for their attorneys' fees and costs of suit to  
6 the extent permitted by law;

7 p. All other relief as the Court may deem proper.  
8  
9  
10  
11

12 DATED THIS 5th OF February 2018

13  
14  
15 

16 Law Office of Thomas P. Hogan  
17 Thomas P. Hogan  
Shawnté Priest

18 Law Offices of Scott A. Miller, APC  
19 Scott A. Miller  
20 Bonnie Fong  
Attorneys for Plaintiff and proposed Class Members  
21  
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# **EXHIBIT B**

**Table C-5.  
U.S. District Courts—Median Time Intervals From Filing to Disposition of Civil Cases  
Terminated, by District and Method of Disposition,  
During the 12-Month Period Ending December 31, 2016**

Circuit and District	Total Cases		No Court Action		Court Action					
	Number of Cases	Median Time Interval in Months	Number of Cases	Median Time Interval in Months	Before Pretrial		During or After Pretrial		Trial	
					Number of Cases	Median Time Interval in Months	Number of Cases	Median Time Interval in Months		
<b>TOTAL</b>	<b>215,273</b>	<b>9.7</b>	<b>41,796</b>	<b>5.3</b>	<b>143,842</b>	<b>10.4</b>	<b>27,260</b>	<b>12.6</b>	<b>2,375</b>	<b>25.9</b>
<b>DC</b>	<b>1,832</b>	<b>7.8</b>	<b>906</b>	<b>4.5</b>	<b>891</b>	<b>10.8</b>	<b>15</b>	<b>26.4</b>	<b>20</b>	<b>31.1</b>
<b>1ST</b>	<b>5,813</b>	<b>9.1</b>	<b>1,832</b>	<b>5.8</b>	<b>2,576</b>	<b>8.3</b>	<b>1,317</b>	<b>15.0</b>	<b>88</b>	<b>28.9</b>
ME	515	6.2	251	4.3	238	8.8	17	17.9	9	-
MA	2,615	11.3	717	7.2	772	7.4	1,079	14.9	47	29.4
NH	389	8.6	64	4.6	213	7.1	104	13.9	8	-
RI	481	9.8	115	9.7	308	9.4	48	12.3	10	31.7
PR	1,813	7.5	685	5.5	1,045	8.8	69	26.1	14	35.7
<b>2ND</b>	<b>21,160</b>	<b>9.6</b>	<b>2,823</b>	<b>4.0</b>	<b>13,354</b>	<b>9.5</b>	<b>4,701</b>	<b>12.9</b>	<b>282</b>	<b>32.3</b>
CT	1,773	10.3	304	3.7	851	9.2	570	15.6	48	31.8
NYN	1,165	12.5	168	4.2	733	13.6	246	14.5	18	32.6
NYE	6,484	9.2	1,305	4.8	3,921	9.1	1,170	14.5	88	32.4
NYS	10,149	9.1	873	3.1	6,490	8.3	2,672	11.7	114	28.7
NYW	1,364	12.5	147	4.1	1,170	13.1	36	21.2	11	61.4
VT	225	10.7	26	1.3	189	11.0	7	-	3	-
<b>3RD</b>	<b>17,545</b>	<b>7.0</b>	<b>1,987</b>	<b>3.5</b>	<b>11,241</b>	<b>5.8</b>	<b>4,096</b>	<b>12.0</b>	<b>221</b>	<b>26.1</b>
DE	1,143	9.2	310	4.4	606	8.8	167	21.3	60	32.0
NJ	6,589	8.0	518	3.3	3,442	5.3	2,591	14.0	38	30.2
PA,E	6,320	5.5	469	3.0	4,573	4.6	1,207	8.0	71	18.1
PAM	1,500	9.3	321	5.6	1,095	9.8	56	19.2	28	24.3
PA,W	1,819	6.3	277	2.3	1,513	7.2	12	21.8	17	30.8
VI	174	17.3	92	11.7	12	19.3	63	19.3	7	-
<b>4TH</b>	<b>34,935</b>	<b>26.2</b>	<b>2,099</b>	<b>5.7</b>	<b>31,283</b>	<b>28.4</b>	<b>1,413</b>	<b>10.4</b>	<b>140</b>	<b>21.8</b>
MD	2,938	7.1	272	6.5	1,940	5.6	693	12.1	33	31.0
NC,E	883	9.2	303	6.5	565	11.0	10	25.8	5	-
NC,M	556	9.7	352	8.1	165	13.3	33	23.5	6	-
NC,W	770	8.5	199	7.0	508	8.5	49	14.3	14	18.7
SC	2,508	9.3	214	4.2	2,217	9.8	61	7.8	16	29.1
VA,E	2,049	5.3	568	4.3	1,017	4.5	426	7.8	38	13.0
VA,W	563	9.0	102	4.1	383	10.0	61	11.1	17	18.9
WV,N	330	9.1	53	8.0	219	8.0	55	12.5	3	-
WV,S	24,338	32.2	36	5.6	24,269	32.2	25	16.3	8	-

Table C-5. (December 31, 2016—Continued)

Circuit and District	Total Cases		No Court Action		Court Action			Trial		
	Number of Cases	Median Time Interval in Months	Number of Cases	Median Time Interval in Months	Before Pretrial		During or After Pretrial		Median Time Interval in Months	
					Number of Cases	Median Time Interval in Months	Number of Cases	Median Time Interval in Months		
<b>5TH</b>	<b>24,545</b>	<b>9.6</b>	<b>5,047</b>	<b>5.8</b>	<b>16,269</b>	<b>10.3</b>	<b>2,929</b>	<b>12.7</b>	<b>300</b>	<b>22.9</b>
LA,E	4,160	6.7	192	3.0	2,500	4.9	1,424	12.6	44	17.9
LA,M	645	11.5	147	8.2	446	11.4	36	21.9	16	29.8
LA,W	4,622	26.5	198	4.9	4,061	28.7	336	16.8	27	29.9
MS,N	485	9.0	104	7.9	240	8.1	138	12.2	3	-
MSS	1,194	10.6	608	9.9	551	10.8	17	19.4	18	24.3
TX,N	3,028	6.9	437	4.1	2,538	7.4	7	-	46	23.6
TX,E	3,566	7.5	1,377	6.0	2,114	8.3	29	21.0	46	24.8
TX,S	4,245	8.0	1,351	4.7	2,036	8.5	789	10.4	69	22.9
TX,W	2,600	6.7	633	6.2	1,783	6.2	153	13.0	31	20.9
<b>6TH</b>	<b>17,564</b>	<b>12.0</b>	<b>5,349</b>	<b>9.5</b>	<b>8,799</b>	<b>12.6</b>	<b>3,217</b>	<b>12.0</b>	<b>199</b>	<b>29.2</b>
KYE	927	10.0	127	5.8	773	10.3	13	15.8	14	41.8
KY,W	1,029	9.3	287	6.1	656	9.7	75	11.7	11	28.1
MI,E	3,348	8.7	508	3.2	1,316	6.0	1,478	13.1	46	25.7
MI,W	1,047	8.8	74	2.7	762	8.7	198	11.8	13	29.7
OH,N	6,331	22.9	2,263	38.2	3,218	23.1	819	9.4	31	25.8
OH,S	2,144	8.8	1,080	8.8	481	9.5	564	12.4	19	30.5
TN,E	922	12.0	332	7.5	527	12.7	43	15.3	20	25.6
TN,M	1,156	11.8	209	6.9	909	12.2	13	20.4	25	31.5
TN,W	660	8.2	469	7.7	157	7.6	14	18.5	20	32.0
<b>7TH</b>	<b>16,298</b>	<b>9.1</b>	<b>3,288</b>	<b>4.9</b>	<b>10,891</b>	<b>9.7</b>	<b>1,929</b>	<b>12.2</b>	<b>190</b>	<b>33.9</b>
IL,N	8,103	7.4	1,727	4.9	5,844	7.8	444	10.9	88	37.3
IL,C	754	10.7	288	7.5	431	12.5	18	22.3	17	37.1
IL,S	1,499	24.5	410	14.5	1,076	33.4	5	-	8	-
IN,N	1,995	22.8	128	2.7	1,397	26.9	458	16.2	12	47.3
IN,S	2,141	8.1	334	3.4	989	6.7	782	11.1	36	36.1
WI,E	1,173	6.7	261	3.0	866	7.5	29	11.7	17	21.9
WI,W	633	6.9	140	3.5	288	6.2	193	11.8	12	16.7
<b>8TH</b>	<b>10,867</b>	<b>11.0</b>	<b>4,078</b>	<b>9.0</b>	<b>5,175</b>	<b>10.5</b>	<b>1,484</b>	<b>19.3</b>	<b>130</b>	<b>26.5</b>
AR,E	942	9.7	206	10.7	713	9.5	1	-	22	20.4
AR,W	724	11.9	100	11.8	585	11.9	35	12.2	4	-
IA,N	396	8.6	74	9.8	311	7.9	2	-	9	-
IA,S	415	10.4	100	7.0	250	10.3	55	17.0	10	29.8
MN	2,817	9.0	862	3.3	658	4.2	1,288	22.8	9	-
MO,E	2,957	21.9	1,564	32.3	1,371	14.0	0	-	22	26.5
MO,W	1,693	8.6	1,055	7.4	528	10.1	92	11.4	18	24.8
NE	480	9.1	24	1.7	430	9.0	6	-	20	37.0
ND	234	10.5	4	-	221	10.0	0	-	9	-
SD	209	13.3	89	7.3	108	15.9	5	-	7	-



Table C-5. (December 31, 2016—Continued)

Circuit and District	Total Cases			No Court Action			Court Action			Trial		
	Number of Cases	Median Time Interval in Months	Number of Cases	Median Time Interval in Months	Before Pretrial		During or After Pretrial		Median Time Interval in Months		Number of Cases	Median Time Interval in Months
					Number of Cases	Median Time Interval in Months	Number of Cases	Median Time Interval in Months				
<b>9TH</b>	<b>33,342</b>	<b>6.7</b>	<b>10,153</b>	<b>4.2</b>	<b>19,456</b>	<b>7.0</b>	<b>3,362</b>	<b>12.8</b>	<b>371</b>	<b>23.9</b>		
AK	248	8.8	37	5.3	205	9.0	1	-	5	-		
AZ	2,706	6.2	139	2.6	2,010	5.0	535	11.8	22	35.8		
CA,N	4,615	7.3	1,210	3.9	1,905	6.3	1,454	11.9	46	22.9		
CA,E	2,715	9.1	1,034	5.5	1,600	11.3	58	22.5	23	23.5		
CA,C	12,091	5.0	5,107	4.0	6,642	5.4	216	14.0	126	18.3		
CA,S	2,359	6.3	419	3.0	1,184	5.3	715	12.5	41	35.6		
HI	522	8.2	270	7.6	217	7.8	23	23.1	12	29.8		
ID	325	11.1	27	2.0	234	11.0	58	18.2	6	-		
MT	408	9.3	41	2.1	210	5.9	148	14.7	9	-		
NV	2,249	9.1	683	6.8	1,423	10.2	128	9.1	15	35.2		
OR	1,771	10.3	422	6.6	1,320	11.2	4	-	25	20.5		
WA,E	733	9.6	199	5.0	522	10.6	6	-	6	-		
WA,W	2,534	6.5	543	3.0	1,943	7.0	13	19.0	35	18.5		
GUAM	38	4.8	7	-	28	4.3	3	-	0	-		
NMI	28	6.0	15	3.4	13	11.2	0	-	0	-		
<b>10TH</b>	<b>7,989</b>	<b>9.1</b>	<b>1,891</b>	<b>4.8</b>	<b>4,890</b>	<b>9.5</b>	<b>1,077</b>	<b>14.0</b>	<b>131</b>	<b>22.9</b>		
CO	2,356	7.6	779	5.5	1,417	8.1	104	20.7	56	24.1		
KS	1,146	7.6	389	5.2	684	8.6	60	20.8	13	25.2		
NM	1,034	10.8	61	1.9	522	9.7	444	13.0	7	-		
OK,N	639	10.8	45	2.1	580	11.5	6	-	8	-		
OK,E	460	13.3	15	2.0	430	13.3	4	-	11	15.6		
OK,W	1,111	8.7	304	4.1	460	7.4	333	11.8	14	16.9		
UT	1,051	10.0	228	5.1	771	10.7	38	32.7	14	32.1		
WY	192	9.7	70	3.0	26	10.4	88	12.9	8	-		
<b>11TH</b>	<b>23,383</b>	<b>6.1</b>	<b>2,343</b>	<b>3.7</b>	<b>19,017</b>	<b>5.9</b>	<b>1,720</b>	<b>10.9</b>	<b>303</b>	<b>20.5</b>		
AL,N	1,602	10.1	24	2.1	1,536	9.9	24	22.0	18	32.3		
AL,M	550	10.4	82	6.0	449	10.5	13	19.1	6	-		
AL,S	466	8.8	64	5.2	394	9.2	3	-	5	-		
FL,N	1,036	7.6	17	1.5	985	7.6	11	11.6	23	17.2		
FL,M	6,338	7.1	340	6.1	5,716	6.9	203	12.9	79	22.9		
FL,S	7,708	4.2	1,058	3.2	6,492	4.2	44	12.3	114	15.7		
GA,N	4,228	6.0	423	2.6	2,351	4.4	1,414	10.3	40	28.8		
GA,M	917	13.7	191	7.6	710	16.8	4	-	12	18.5		
GA,S	538	10.6	144	8.9	384	10.9	4	-	6	-		

NOTE: Median time intervals are not computed when fewer than 10 cases reported. This table excludes land condemnations, prisoner petitions, deportation reviews, recovery of overpayments, and enforcement of judgments. Includes cases filed in previous years as consolidated cases that thereafter were severed into individual cases. For fiscal years prior to 2001, this table included data on recovery of overpayments and enforcement of judgments.

# **EXHIBIT C**

Pay Statement: 2015 - 51 - 1

American Property Management  
110 110th Ave NE, Suite 550  
Bellevue, WA 98004

Period Beginning Date  
12/1/2015

Pay Date  
12/21/2015

Co.  
CDC

Clock  
C

Home Dept  
667500

Jessica L Barrios  
1904 Cindy Ave  
Modesto, CA 95350

Period Ending Date  
12/15/2015

WGPS Advance Pay Date

File #  
000819

Number  
00510077

<b>Gross Pay</b>			<b>\$ 1,900.13</b>
Regular	Rate: 16.5000	Hours: 88.00	\$ 1,452.00
Overtime	Rate: 24.7500	Hours: 1.50	\$ 37.13
Bonus (field 3)			\$ 411.00
<b>Taxes</b>			<b>\$ 243.05</b>
Federal Income Tax			\$ 21.62
Social Security			\$ 115.88
Medicare			\$ 27.10
State Worked In: California	Code: CA		\$ 61.63
SUI/SDI: California (Taxing)	Code: 75		\$ 16.82
<b>Deductions</b>			<b>\$ 88.19</b>
401 - 401K DEDUCTION			\$ 57.00
MED - MEDICAL			\$ 31.19
<b>Take Home</b>			<b>\$ 1,568.89</b>
CHECKING1			\$ 1,568.89
<b>Other Details</b>			
<b>Memos</b>			
Hours Worked			89.50
Max Elig/comp			1,900.13

Pay Statement: 2016 - 1 - 1

American Property Management  
110 110th Ave NE, Suite 550  
Bellevue, WA 98004

Period Beginning Date  
12/16/2015

Pay Date  
1/5/2016

Co.  
CDC

Clock  
C

Home Dept  
667500

Jessica L Barrios  
1904 Cindy Ave  
Modesto, CA 95350

Period Ending Date  
12/31/2015

WGPS Advance Pay Date

File #  
000819

Number  
00010075

Worked In Dept  
667500

Gross Pay				\$ 1,584.00
Regular	Rate: 16.5000	Hours: 76.00		\$ 1,254.00
Holiday (field 3)	Rate: 16.5000	Hours: 8.00		\$ 132.00
Sick (field 3)	Rate: 16.5000	Hours: 8.00		\$ 132.00
Vacation (field 3)	Rate: 16.5000	Hours: 4.00		\$ 66.00
Taxes				\$ 173.35
Social Security				\$ 96.25
Medicare				\$ 22.51
State Worked In: California	Code: CA			\$ 40.62
SUI/SDI: California (Taxing)	Code: 75			\$ 13.97
Deductions				\$ 79.16
401 - 401K DEDUCTION				\$ 47.52
MED - MEDICAL				\$ 31.64
Take Home				\$ 1,331.49
CHECKING1				\$ 1,331.49
Other Details				
Memos				
Hours Worked				76.00
Max Elig/comp				1,584.00

Pay Statement: 2016 - 2 - 1

American Property Management  
110 110th Ave NE, Suite 550  
Bellevue, WA 98004

Period Beginning Date  
1/1/2016

Pay Date  
1/20/2016

Co.  
CDC

Clock  
C

Home Dept  
667500

Jessica L. Barrios  
1904 Cindy Ave  
Modesto, CA 95350

Period Ending Date  
1/15/2016

WGPS Advance Pay Date

File #  
000819

Number  
00020077

Gross Pay				\$ 2,529.01
Regular	Rate: 18.0000	Hours: 69.25		\$ 1,246.50
Overtime	Rate: 27.0000	Hours: 0.75		\$ 20.25
Bonus (field 3)				\$ 929.26
Holiday (field 3)	Rate: 18.0000	Hours: 8.00		\$ 144.00
Vacation (field 3)	Rate: 18.0000	Hours: 10.50		\$ 189.00
Taxes				\$ 430.39
Federal Income Tax				\$ 102.06
Social Security				\$ 154.83
Medicare				\$ 36.21
State Worked In: California	Code: CA			\$ 114.81
SUI/SDI: California (Taxing)	Code: 75			\$ 22.48
Deductions				\$ 107.51
401 - 401K DEDUCTION				\$ 75.87
MED - MEDICAL				\$ 31.64
Take Home				\$ 1,991.11
CHECKING1				\$ 1,991.11
Other Details				
Memos				
Hours Worked				70.00
Max Ellg/comp				2,529.01

Pay Statement: 2016 - 5 - 1

American Property Management  
110 110th Ave NE, Suite 550  
Bellevue, WA 98004

Period Beginning Date  
1/16/2016

Pay Date  
2/5/2016

Co.  
CDC

Clock  
C

Home Dept  
667500

Jessica L Barrios  
1904 Cindy Ave  
Modesto, CA 95350

Period Ending Date  
1/31/2016

WGPS Advance Pay Date

File #  
000819

Number  
00050069

Worked In Dept  
667500

Gross Pay					\$ 1,611.00
Regular	Rate: 18.0000		Hours: 88.00		\$ 1,584.00
Overtime	Rate: 27.0000		Hours: 1.00		\$ 27.00
Taxes					\$ 177.38
Social Security					\$ 97.92
Medicare					\$ 22.90
State Worked In: California	Code: CA				\$ 42.35
SUI/SDI: California (Taxing)	Code: 75				\$ 14.21
Deductions					\$ 79.97
401 - 401K DEDUCTION					\$ 48.33
MED - MEDICAL					\$ 31.64
Take Home					\$ 1,353.65
CHECKING1					\$ 1,353.65
Other Details					
Memos					
Hours Worked					89.00
Max Elig/comp					1,611.00

Pay Statement: 2016 - 7 - 1

American Property Management  
110 110th Ave NE, Suite 550  
Bellevue, WA 98004

Period Beginning Date  
2/1/2016

Pay Date  
2/19/2016

Co.  
CDC

Clock  
C

Home Dept  
667500

Jessica L Barrios  
1904 Cindy Ave  
Modesto, CA 95350

Period Ending Date  
2/15/2016

WGPS Advance Pay Date

File #  
000819

Number  
00070072

<b>Gross Pay</b>			<b>\$ 2,081.67</b>
Regular	Rate: 18.0000	Hours: 56.00	\$ 1,008.00
Overtime	Rate: 27.0000	Hours: 1.75	\$ 47.25
Bereavement (field 3)	Rate: 18.0000	Hours: 8.00	\$ 144.00
Bonus (field 3)			\$ 594.42
Vacation (field 3)	Rate: 18.0000	Hours: 16.00	\$ 288.00
<b>Taxes</b>			<b>\$ 287.94</b>
Federal Income Tax			\$ 37.52
Social Security			\$ 127.11
Medicare			\$ 29.73
State Worked In: California	Code: CA		\$ 75.13
SUI/SDI: California (Taxing)	Code: 75		\$ 18.45
<b>Deductions</b>			<b>\$ 94.09</b>
401 - 401K DEDUCTION			\$ 62.45
MED - MEDICAL			\$ 31.64
<b>Take Home</b>			<b>\$ 1,699.64</b>
CHECKING1			\$ 1,699.64
<b>Other Details</b>			
<b>Memos</b>			
Hours Worked			57.75
Max Elig/comp			2,081.67

Pay Statement: 2016 - 9 - 1

American Property Management  
110 110th Ave NE, Suite 550  
Bellevue, WA 98004

Period Beginning Date  
2/16/2016

Pay Date  
3/4/2016

Co.  
CDC

Clock  
C

Home Dept  
667500

Jessica L Barrios  
1904 Cindy Ave  
Modesto, CA 95350

Period Ending Date  
2/29/2016

WGPS Advance Pay Date

File #  
000819

Number  
00090073

Worked In Dept  
667500

Gross Pay						\$ 1,451.25
Regular	Rate: 18.0000		Hours: 63.50			\$ 1,143.00
Overtime	Rate: 27.0000		Hours: 0.75			\$ 20.25
Personal (field 3)	Rate: 18.0000		Hours: 8.00			\$ 144.00
Sick (field 3)	Rate: 18.0000		Hours: 8.00			\$ 144.00
Taxes						\$ 153.84
Social Security						\$ 88.01
Medicare						\$ 20.58
State Worked In: California	Code: CA					\$ 32.47
SUI/SDI: California (Taxing)	Code: 75					\$ 12.78
Deductions						\$ 75.18
401 - 401K DEDUCTION						\$ 43.54
MED - MEDICAL						\$ 31.64
Take Home						\$ 1,222.23
CHECKING1						\$ 1,222.23
Other Details						
Memos						
Hours Worked						64.25
Max Ellg/comp						1,451.25



Pay Statement: 2016 - 11 - 1

American Property Management  
110 110th Ave NE, Suite 550  
Bellevue, WA 98004

Period Beginning Date  
3/1/2016

Pay Date  
3/21/2016

Co.  
CDC

Clock  
C

Home Dept  
667500

Jessica L Barrios  
1904 Cindy Ave  
Modesto, CA 95350

Period Ending Date  
3/15/2016

WGPS Advance Pay Date

File #  
000819

Number  
0C110076

Gross Pay					\$ 2,382.93
Regular	Rate: 18.0000		Hours: 79.75		\$ 1,435.50
Overtime	Rate: 27.0000		Hours: 1.00		\$ 27.00
Bonus (field 3)					\$ 776.43
Vacation (field 3)	Rate: 18.0000		Hours: 8.00		\$ 144.00
Taxes					\$ 382.68
Federal Income Tax					\$ 80.80
Social Security					\$ 145.78
Medicare					\$ 34.10
State Worked In: California	Code: CA				\$ 100.84
SUI/SDI: California (Taxing)	Code: 75				\$ 21.16
Deductions					\$ 103.13
401 - 401K DEDUCTION					\$ 71.49
MED - MEDICAL					\$ 31.64
Take Home					\$ 1,897.12
CHECKING1					\$ 1,897.12
Other Details					
Memos					
Hours Worked					80.75
Max Elig/comp					2,382.93

Pay Statement: 2016 - 13 - 1

American Property Management  
110 110th Ave NE, Suite 550  
Bellevue, WA 98004

Period Beginning Date  
3/16/2016

Pay Date  
4/5/2016

Co.  
CDC

Clock  
C

Home Dept  
667500

Jessica L Barrios  
1904 Cindy Ave  
Modesto, CA 95350

Period Ending Date  
3/31/2016

WGPS Advance Pay Date

File #  
000819

Number  
00130075

Worked In Dept  
667500

Gross Pay			\$ 1,928.00
Regular	Rate: 18.0000	Hours: 95.00	\$ 1,710.00
Bonus (field 3)			\$ 200.00
Sick (field 3)	Rate: 18.0000	Hours: 1.00	\$ 18.00
Taxes			\$ 247.40
Federal Income Tax			\$ 22.62
Social Security			\$ 117.58
Medicare			\$ 27.49
State Worked In: California	Code: CA		\$ 62.64
SUI/SDI: California (Taxing)	Code: 75		\$ 17.07
Deductions			\$ 89.48
401 - 401K DEDUCTION			\$ 57.84
MED - MEDICAL			\$ 31.64
Take Home			\$ 1,591.12
CHECKING1			\$ 1,591.12
Other Details			
Memos			
Hours Worked			95.00
Max Ellg/comp			1,928.00

Pay Statement: 2016 - 16 - 1

American Property Management  
110 110th Ave NE, Suite 550  
Bellevue, WA 98004

Period Beginning Date  
4/1/2016

Pay Date  
4/20/2016

Co.  
CDC

Clock  
C

Home Dept  
66050G

Jessica L Barrios  
1904 Cindy Ave  
Modesto, CA 95350

Period Ending Date  
4/15/2016

WGPS Advance Pay Date

File #  
000819

Number  
00160040

Gross Pay				\$ 2,216.86
Regular	Rate: 18.0000	Hours: 80.00		\$ 1,440.00
Overtime	Rate: 27.0000	Hours: 0.25		\$ 6.75
Bonus (field 3)				\$ 626.11
Personal (field 3)	Rate: 18.0000	Hours: 8.00		\$ 144.00
Total Hours Worked: 0				

Taxes				\$ 330.14
Federal Income Tax				\$ 56.64
Social Security				\$ 135.48
Medicare				\$ 31.69
State Worked In: California	Code: CA			\$ 86.67
SUI/SDI: California (Taxing)	Code: 75			\$ 19.66

Deductions				\$ 98.15
401 - 401K DEDUCTION				\$ 66.51
MED - MEDICAL				\$ 31.64

Take Home				\$ 1,788.57
CHECKING1				\$ 1,788.57

Other Details

Memos

Hours Worked		80.25
Max Elig/comp		2,216.86

Pay Statement: 2016 - 18 - 1

American Property Management  
110 110th Ave NE, Suite 550  
Bellevue, WA 98004

Period Beginning Date  
4/16/2016

Pay Date  
5/5/2016

Co.  
CDC

Clock  
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Home Dept  
660500

Jessica L Barrtos  
1904 Cindy Ave  
Modesto, CA 95350

Period Ending Date  
4/30/2016

WGPS Advance Pay Date

File #  
000819

Number  
00180039

Gross Pay				\$ 1,797.50
Regular	Rate: 18.0000		Hours: 82.50	\$ 1,485.00
Overtime	Rate: 27.0000		Hours: 0.50	\$ 13.50
Bonus (field 3)				\$ 200.00
Sick (field 3)	Rate: 18.0000		Hours: 5.50	\$ 99.00
Total Hours Worked: 0				

Taxes				\$ 215.23
Federal Income Tax				\$ 9.96
Social Security				\$ 109.48
Medicare				\$ 25.60
State Worked In: California	Code: CA			\$ 54.29
SUI/SDI: California (Taxing)	Code: 75			\$ 15.90

Deductions				\$ 85.57
401 - 401K DEDUCTION				\$ 53.93
MED - MEDICAL				\$ 31.64

Take Home				\$ 1,496.70
CHECKING1				\$ 1,496.70

Other Details

Memos

Hours Worked				83.00
Max Elig/comp				1,797.50

Pay Statement: 2016 - 20 - 1

American Property Management  
110 110th Ave NE, Suite 550  
Bellevue, WA 98004

Period Beginning Date  
5/1/2016

Pay Date  
5/20/2016

Co.  
CDC

Clock  
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Home Dept  
660500

Jessica L Barrios  
1904 Cindy Ave  
Modesto, CA 95350

Period Ending Date  
5/15/2016

WGPS Advance Pay Date

File #  
000819

Number  
00200039

Gross Pay				\$ 2,189.36
Regular	Rate: 18.0000	Hours: 71.75		\$ 1,291.50
Overtime	Rate: 27.0000	Hours: 1.00		\$ 27.00
Bonus (field 3)				\$ 726.86
Vacation (field 3)	Rate: 18.0000	Hours: 8.00		\$ 144.00
Total Hours Worked: 0				
Taxes				\$ 321.44
Federal Income Tax				\$ 52.64
Social Security				\$ 133.78
Medicare				\$ 31.29
State Worked In: California	Code: CA			\$ 84.31
SUI/SDI: California (Taxing)	Code: 75			\$ 19.42
Deductions				\$ 97.33
401 - 401K DEDUCTION				\$ 65.69
MED - MEDICAL				\$ 31.64
Take Home				\$ 1,770.59
CHECKING1				\$ 1,770.59
Other Details				
Memos				
Hours Worked				72.75
Max Elig/comp				2,189.36

1 **LEWIS BRISBOIS BISGAARD & SMITH LLP**  
DEREK S. SACHS, SB# 253990  
2 E-Mail: Derek.Sachs@lewisbrisbois.com  
ASHLEY N. ARNETT, SB# 305162  
3 E-Mail: Ashley.Arnett@lewisbrisbois.com  
2020 West El Camino Avenue, Suite 700  
4 Sacramento, California 95833  
Telephone: 916.564.5400  
5 Facsimile: 916.564.5444

6 Attorneys for Defendant American Property  
Management, Inc.  
7

8 UNITED STATES DISTRICT COURT  
9 EASTERN DISTRICT OF CALIFORNIA

10 JESSICA BARRIOS, individually and on  
behalf of all other similarly situated,

11 Plaintiffs,

12 vs.

13 AMERICAN PROPERTY MANAGEMENT,  
14 INC. and DOES 1 through 10 inclusive,

15 Defendants.

CASE NO.

**DEFENDANT AMERICAN PROPERTY  
MANAGEMENT, INC.'S  
CERTIFICATION AND NOTICE OF  
INTERESTED PARTIES**

Action Filed: February 9, 2018  
Trial Date: None Set

16  
17 Pursuant to Local Rule 7.1-1, the undersigned, counsel of record for Defendant American  
18 Property Management, Inc. certifies that the following listed parties may have a pecuniary interest  
19 in the outcome of this case. These representations are made to enable the Court to evaluate  
20 possible disqualification or recusal.

21 PARTIES	CONNECTION
22 1. Jessica Barrios	Plaintiff
23 2. American Property Management, Inc.	Defendant
24 3. American Capital Group	Parent Company of Defendant
25 4. Law Office of Thomas P. Hogan	Plaintiff's Counsel
26 5. Law Offices of Scott A. Miller, APC	Plaintiff's Counsel

27 ///

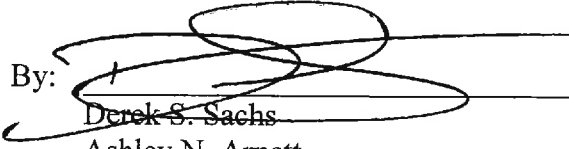
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6. Lewis Brisbois Bisgaard & Smith, LLP Defendant's Counsel

DATED: March 9, 2018

**LEWIS BRISBOIS BISGAARD & SMITH LLP**

By:   
Derek S. Sachs  
Ashley N. Arnett  
Attorneys for Defendant, American Property  
Management, Inc.

**CIVIL COVER SHEET**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

<p><b>I. (a) PLAINTIFFS</b> Jessica Barrios</p> <p><b>(b)</b> County of Residence of First Listed Plaintiff <u>Stanislaus County</u> <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i></p> <p><b>(c)</b> Attorneys (Firm Name, Address, and Telephone Number) Law Office of Thomas P. Hogan Thomas Hogan, SB# 95055/Shawnte Priest, SN# 298460 1207 13th Street, Suite I, Modesto, California 95354</p>	<p><b>DEFENDANTS</b> American Property Management, Inc.</p> <p>County of Residence of First Listed Defendant <u>King County, Washington</u> <i>(IN U.S. PLAINTIFF CASES ONLY)</i></p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.</p> <p>Attorneys (If Known) Derek S. Sachs SB# 253990/Ashley N. Arnett SB#305162 2020 West El Camino Ave, Suite 700 Sacramento, California 95811</p>
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<p><b>II. BASIS OF JURISDICTION</b> (Place an "X" in One Box Only)</p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)</p> <p><input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)</p>	<p><b>III. CITIZENSHIP OF PRINCIPAL PARTIES</b> (Place an "X" in One Box for Plaintiff and One Box for Defendant)</p> <p><i>(For Diversity Cases Only)</i></p> <table style="width:100%;"> <tr> <td>Citizen of This State</td> <td><input checked="" type="checkbox"/> 1</td> <td><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business In This State</td> <td><input type="checkbox"/> 4</td> <td><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td><input type="checkbox"/> 2</td> <td><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td><input type="checkbox"/> 5</td> <td><input checked="" type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td><input type="checkbox"/> 3</td> <td><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td><input type="checkbox"/> 6</td> <td><input type="checkbox"/> 6</td> </tr> </table>	Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4														
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5														
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6														

Click here for: Nature of Suit Code Descriptions.				
CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<p><b>PERSONAL INJURY</b></p> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<p><b>PERSONAL INJURY</b></p> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <p><b>PERSONAL PROPERTY</b></p> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157
			<p><b>PROPERTY RIGHTS</b></p> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act
		<p><b>LABOR</b></p> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act	<p><b>SOCIAL SECURITY</b></p> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	
<p><b>REAL PROPERTY</b></p> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<p><b>CIVIL RIGHTS</b></p> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<p><b>PRISONER PETITIONS</b></p> <p><b>Habeas Corpus:</b></p> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <p><b>Other:</b></p> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<p><input checked="" type="checkbox"/> 790 Other Labor Litigation</p> <input type="checkbox"/> 791 Employee Retirement Income Security Act	<p><b>FEDERAL TAX SUITS</b></p> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609

**V. ORIGIN** (Place an "X" in One Box Only)

1 Original Proceeding     2 Removed from State Court     3 Remanded from Appellate Court     4 Reinstated or Reopened     5 Transferred from Another District (specify)     6 Multidistrict Litigation - Transfer     8 Multidistrict Litigation - Direct File

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
28 USC 1441(b)

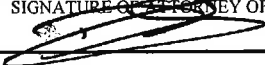
Brief description of cause:  
Class action alleging wage and hour violations, unlawful business practices, & wrongful termination/discrimination

**VII. REQUESTED IN COMPLAINT:**

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.    DEMAND \$ \_\_\_\_\_    CHECK YES only if demanded in complaint:  
**JURY DEMAND:**     Yes     No

**VIII. RELATED CASE(S) IF ANY** (See instructions):

JUDGE \_\_\_\_\_ DOCKET NUMBER \_\_\_\_\_

DATE: 03/09/2018    SIGNATURE OF ATTORNEY OF RECORD: 

**FOR OFFICE USE ONLY**

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_



1 CALIFORNIA STATE COURT PROOF OF SERVICE

2 Barrios v American Property Management - Case No. 2028910

3 STATE OF CALIFORNIA, COUNTY OF SACRAMENTO

4 At the time of service, I was over 18 years of age and not a party to the action. My  
5 business address is 2020 West El Camino Avenue, Suite 700, Sacramento, CA 95833.

6 On March 12, 2018, I served the following document(s): NOTICE OF REMOVAL TO  
7 FEDERAL COURT;

8 NOTICE OF REMOVAL OF CIVIL ACTION UNDER 28 U.S.C. SECTION 1441(b)  
9 [DIVERSITY OF CITIZENSHIP];

10 DECLARATION OF DEREK S. SACHS IN SUPPORT OF DEFENDANT'S NOTICE  
11 OF REMOVAL;

12 DECLARATION OF BROOKE ANDERSEN IN SUPPORT OF DEFENDANT  
13 AMERICAN PROPERTY MANAGEMENT, INC.'S NOTICE OF REMOVAL OF CIVIL  
14 ACTION TO UNITED STATES DISTRICT COURT;

15 DEFENDANT AMERICAN PROPERTY MANAGEMENT, INC.'S CERTIFICATE  
16 AND NOTICE OF INTERESTED PARTIES; and

17 CIVIL CASE COVER SHEET

18 I served the documents on the following persons at the following addresses (including fax  
19 numbers and e-mail addresses, if applicable):

20 Thomas P. Hogan, Esq.  
21 Shawnte Priest, Esq.  
22 LAW OFFICE OF THOMAS P. HOGAN  
23 1207 13<sup>th</sup> Street, Suite I  
24 Modesto, California 95354  
25 Telephone: 818.788.8081  
26 Facsimile: 209.492.9356

27 Scott A. Miller, Esq.  
28 Bonnie Fong, Esq.  
LAW OFFICES OF SCOTT A MILLER, APC  
5023 Parkway Calabasas  
Calabasas, California 91301-8081  
Telephone: 818.788.8081  
Facsimile: 877.578.3555

29 The documents were served by the following means:

30  (BY U.S. MAIL) I enclosed the documents in a sealed envelope or package addressed to  
31 the persons at the addresses listed above and:

32 ///

33 ///

1  Placed the envelope or package for collection and mailing, following our ordinary  
2 business practices. I am readily familiar with the firm's practice for collection and processing  
3 correspondence for mailing. Under that practice, on the same day that correspondence is placed  
4 for collection and mailing, it is deposited in the ordinary course of business with the U.S. Postal  
5 Service, in a sealed envelope or package with the postage fully prepaid.

6 I declare under penalty of perjury under the laws of the State of California that the  
7 foregoing is true and correct.

8 Executed on March 12, 2018, at Sacramento, California.

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Patricia A. Day

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Former Employee Sues American Property Management Over Alleged Wage Violations, Discrimination](#)

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