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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

ANDREA WILLIAMS, CAYANNE
WILLIS-WALKER, GAIL PERKINS,
individually, and on behalf of other members
of the general public similarly situated;

Plaintiffs,

vs.

AACRES CA, LLC, an unknown business
entity; EMBASSY MANAGEMENT, LLC,
an unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

Case No.:

**CLASS ACTION COMPLAINT FOR
DAMAGES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (10) Violation of California Business & Professions Code §§ 17200, et seq.

DEMAND FOR JURY TRIAL

1 COME NOW, Plaintiff ANDREA WILLIAMS ("Plaintiff WILLIAMS"), CAYANNE
2 WILLIS-WALKER ("Plaintiff WILLIS-WALKER"), GAIL PERKINS ("Plaintiff
3 PERKINS") (collectively as "Plaintiffs"), individually, and on behalf of other members of the
4 general public similarly situated, and allege as follows:

5 **JURISDICTION AND VENUE**

6 1. This class action is brought pursuant to the California Code of Civil Procedure
7 section 382. The monetary damages and restitution sought by Plaintiffs exceeds the minimal
8 jurisdiction limits of the Superior Court and will be established according to proof at trial.

9 2. This Court has jurisdiction over this action pursuant to the California
10 Constitution, Article VI, Section 10, which grants the superior court "original jurisdiction in all
11 other causes" except those given by statute to other courts. The statutes under which this
12 action is brought do not specify any other basis for jurisdiction.

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

18 4. Venue is proper in this Court because, upon information and belief, Defendants
19 maintain offices, have agents, employ individuals, and/or transact business in the State of
20 California, County of Sacramento. The majority of acts and omissions alleged herein relating to
21 Plaintiffs and the other class members took place in the State of California, including the County
22 of Sacramento.

23 **PARTIES**

24 5. Plaintiff ANDREA WILLIAMS is an individual.

25 6. Plaintiff CAYANNE WILLIS-WALKER is an individual.

26 7. Plaintiff GAIL PERKINS is an individual.

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1 8. Defendant AACRES CA, LLC, at all times herein mentioned, was and is, upon
2 information and belief, an employer whose employees are engaged throughout the State of
3 California, including the County of Sacramento.

4 9. Defendant EMBASSY MANAGEMENT, LLC, at all times herein mentioned,
5 was and is, upon information and belief, an employer whose employees are engaged
6 throughout the State of California, including the County of Sacramento.

7 10. At all relevant times, Defendant AACRES CA, LLC and Defendant EMBASSY
8 MANAGEMENT, LLC were the "employer" of Plaintiffs within the meaning of all applicable
9 California laws and statutes.

10 11. At all times herein relevant, Defendants AACRES CA, LLC, EMBASSY
11 MANAGEMENT, LLC, and DOES 1 through 100, and each of them, were the agents, partners,
12 joint venturers, joint employers, representatives, servants, employees, successors-in-interest,
13 co-conspirators and/or assigns, each of the other, and at all times relevant hereto were acting
14 within the course and scope of their authority as such agents, partners, joint venturers, joint
15 employers, representatives, servants, employees, successors, co-conspirators and/or assigns,
16 and all acts or omissions alleged herein were duly committed with the ratification, knowledge,
17 permission, encouragement, authorization and/or consent of each defendant designated as a
18 DOE herein.

19 12. The true names and capacities, whether corporate, associate, individual or
20 otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiffs who sue
21 said defendants by such fictitious names. Plaintiffs are informed and believe, and based on
22 that information and belief allege, that each of the defendants designated as a DOE is legally
23 responsible for the events and happenings referred to in this Complaint, and unlawfully caused
24 the injuries and damages to Plaintiffs and the other class members as alleged in this Complaint.
25 Plaintiffs will seek leave of court to amend this Complaint to show the true names and
26 capacities when the same have been ascertained.

27 13. Defendants AACRES CA, LLC, EMBASSY MANAGEMENT, LLC, and DOES
28 1 through 100 will hereinafter collectively be referred to as "Defendants."

CLASS ACTION ALLEGATIONS

15. Plaintiffs bring this action on their own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under California Code of Civil Procedure section 382.

16. The proposed class is defined as follows:

All current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California at any time during the period from four years preceding the filing of this Complaint to final judgment and who reside in California.

17. Plaintiffs reserve the right to establish subclasses as appropriate.

18. The class is ascertainable and there is a well-defined community of interest in the litigation:

a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiffs at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

b. Typicality: Plaintiffs' claims are typical of all other class members' as demonstrated herein. Plaintiffs will fairly and adequately protect the interests of the other class members with whom they have a well-defined community of interest.

c. Adequacy: Plaintiffs will fairly and adequately protect the interests of each class member, with whom they have a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiffs have

no interest that is antagonistic to the other class members. Plaintiffs' attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiffs have incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

- d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all class members is impractical.
- e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

19. There are common questions of law and fact as to the class members that predominate over questions affecting only individual members. The following common questions of law or fact, among others, exist as to the members of the class:

- a. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;
- b. Whether Defendants' had a corporate policy and practice of failing to pay their hourly-paid or non-exempt employees within the State of California for all hours worked and missed (short, late, interrupted, and/or missed altogether) meal periods and rest breaks in violation of California law;

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- c. Whether Defendants required Plaintiffs and the other class members to work over eight (8) hours per day and/or over forty (40) hours per week and failed to pay the legally required overtime compensation to Plaintiffs and the other class members;
- d. Whether Defendants deprived Plaintiffs and the other class members of meal and/or rest periods or required Plaintiffs and the other class members to work during meal and/or rest periods without compensation;
- e. Whether Defendants failed to pay minimum wages to Plaintiffs and the other class members for all hours worked;
- f. Whether Defendants failed to pay all wages due to Plaintiffs and the other class members within the required time upon their discharge or resignation;
- g. Whether Defendants failed to timely pay all wages due to Plaintiffs and the other class members during their employment;
- h. Whether Defendants complied with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;
- i. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);
- j. Whether Defendants failed to reimburse Plaintiffs and the other class members for necessary business-related expenses and costs;
- k. Whether Defendants' conduct was willful or reckless;
- l. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;
- m. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- n. Whether Plaintiffs and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

GENERAL ALLEGATIONS

20. At all relevant times set forth herein, Defendants employed Plaintiffs and other persons as hourly-paid or non-exempt employees within the State of California, including the County of Sacramento.

21. Defendants, jointly and severally, employed Plaintiff ANDREA WILLIAMS as an hourly-paid, non-exempt employee, from approximately August 2017 to approximately April 2018, in the State of California, County of Sacramento.

22. Defendants, jointly and severally, employed Plaintiff CAYANNE WILLIS-WALKER as an hourly-paid, non-exempt employee, from approximately August 2015 to approximately December 2018, in the State of California.

23. Defendants, jointly and severally, employed Plaintiff GAIL PERKINS as an hourly-paid, non-exempt employee, from approximately June 2017 to approximately July 2018, in the State of California.

24. Defendants hired Plaintiffs and the other class members, classified them as hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and missed meal periods and/or rest breaks.

25. Defendants had the authority to hire and terminate Plaintiffs and the other class members, to set work rules and conditions governing Plaintiffs' and the other class members' employment, and to supervise their daily employment activities.

26. Defendants exercised sufficient authority over the terms and conditions of Plaintiffs' and the other class members' employment for them to be joint employers of Plaintiffs and the other class members.

27. Defendants directly hired and paid wages and benefits to Plaintiffs and the other class members.

28. Defendants continue to employ hourly-paid or non-exempt employees within the State of California.

29. Plaintiffs and the other class members worked over eight (8) hours in a day, and/or forty (40) hours in a week during their employment with Defendants.

1 30. Plaintiffs are informed and believe, and based thereon allege, that Defendants
2 engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt
3 employees within the State of California. This pattern and practice involved, *inter alia*, failing
4 to pay them for all regular and/or overtime wages earned and for missed meal periods and rest
5 breaks in violation of California law.

6 31. Plaintiffs are informed and believe, and based thereon allege, that Defendants
7 knew or should have known that Plaintiffs and the other class members were entitled to receive
8 certain wages for overtime compensation and that they were not receiving accurate overtime
9 compensation for all overtime hours worked.

10 32. Plaintiffs are informed and believe, and based thereon allege, that Defendants
11 failed to provide Plaintiffs and the other class members all required rest and meal periods
12 during the relevant time period as required under the Industrial Welfare Commission Wage
13 Orders and thus they are entitled to any and all applicable penalties.

14 33. Plaintiffs are informed and believe, and based thereon allege, that Defendants
15 knew or should have known that Plaintiffs and the other class members were entitled to receive
16 all meal periods or payment of one additional hour of pay at Plaintiffs' and the other class
17 member's regular rate of pay when a meal period was missed, and they did not receive all meal
18 periods or payment of one additional hour of pay at Plaintiffs' and the other class member's
19 regular rate of pay when a meal period was missed.

20 34. Plaintiffs are informed and believe, and based thereon allege, that Defendants
21 knew or should have known that Plaintiffs and the other class members were entitled to receive
22 all rest periods or payment of one additional hour of pay at Plaintiffs' and the other class
23 member's regular rate of pay when a rest period was missed, and they did not receive all rest
24 periods or payment of one additional hour of pay at Plaintiffs' and the other class members'
25 regular rate of pay when a rest period was missed.

26 35. Plaintiffs are informed and believe, and based thereon allege, that Defendants
27 knew or should have known that Plaintiffs and the other class members were entitled to receive

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1 at least minimum wages for compensation and that they were not receiving at least minimum
2 wages for all hours worked.

3 36. Plaintiffs are informed and believe, and based thereon allege, that Defendants
4 knew or should have known that Plaintiffs and the other class members were entitled to receive
5 all wages owed to them upon discharge or resignation, including overtime and minimum wages
6 and meal and rest period premiums, and they did not, in fact, receive all such wages owed to
7 them at the time of their discharge or resignation.

8 37. Plaintiffs are informed and believe, and based thereon allege, that Defendants
9 knew or should have known that Plaintiffs and the other class members were entitled to receive
10 all wages owed to them during their employment. Plaintiffs and the other class members did
11 not receive payment of all wages, including overtime and minimum wages and meal and rest
12 period premiums, within any time permissible under California Labor Code section 204.

13 38. Plaintiffs are informed and believe, and based thereon allege, that Defendants
14 knew or should have known that Plaintiffs and the other class members were entitled to receive
15 complete and accurate wage statements in accordance with California law, but, in fact, they did
16 not receive complete and accurate wage statements from Defendants. The deficiencies
17 included, *inter alia*, the failure to include the total number of hours worked by Plaintiffs and
18 the other class members.

19 39. Plaintiffs are informed and believe, and based thereon allege, that Defendants
20 knew or should have known that Defendants had to keep complete and accurate payroll records
21 for Plaintiffs and the other class members in accordance with California law, but, in fact, did
22 not keep complete and accurate payroll records.

23 40. Plaintiffs are informed and believe, and based thereon allege, that Defendants
24 knew or should have known that Plaintiffs and the other class members were entitled to
25 reimbursement for necessary business-related expenses.

26 41. Plaintiffs are informed and believe, and based thereon allege, that Defendants
27 knew or should have known that they had a duty to compensate Plaintiffs and the other class
28 members pursuant to California law, and that Defendants had the financial ability to pay such

1 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
2 represented to Plaintiffs and the other class members that they were properly denied wages, all
3 in order to increase Defendants' profits.

4 42. During the relevant time period, Defendants failed to pay overtime wages to
5 Plaintiffs and the other class members for all overtime hours worked. Plaintiffs and the other
6 class members were required to work more than eight (8) hours per day and/or forty (40) hours
7 per week without overtime compensation for all overtime hours worked.

8 43. During the relevant time period, Defendants failed to provide all requisite
9 uninterrupted meal and rest periods to Plaintiffs and the other class members.

10 44. During the relevant time period, Defendants failed to pay Plaintiffs and the other
11 class members at least minimum wages for all hours worked.

12 45. During the relevant time period, Defendants failed to pay Plaintiffs and the other
13 class members all wages owed to them upon discharge or resignation.

14 46. During the relevant time period, Defendants failed to pay Plaintiffs and the other
15 class members all wages within any time permissible under California law, including, *inter*
16 *alia*, California Labor Code section 204.

17 47. During the relevant time period, Defendants failed to provide complete or
18 accurate wage statements to Plaintiffs and the other class members.

19 48. During the relevant time period, Defendants failed to keep complete or accurate
20 payroll records for Plaintiffs and the other class members.

21 49. During the relevant time period, Defendants failed to reimburse Plaintiffs and
22 the other class members for all necessary business-related expenses and costs.

23 50. During the relevant time period, Defendants failed to properly compensate
24 Plaintiffs and the other class members pursuant to California law in order to increase
25 Defendants' profits.

26 51. California Labor Code section 218 states that nothing in Article 1 of the Labor
27 Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty
28 due to him [or her] under this article."

FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 510 and 1198)

**(Against AACRES CA, LLC, EMBASSY MANAGEMENT, LLC,
and DOES 1 through 100)**

52. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through 51, and each and every part thereof with the same force and effect as though fully set forth herein.

53. California Labor Code section 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

54. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiffs and the other class members employed by Defendants, and working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

55. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiffs and the other class members overtime compensation at a rate of two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

56. California Labor Code section 510 codifies the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

57. During the relevant time period, Plaintiffs and the other class members worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

1 58. During the relevant time period, Defendants intentionally and willfully failed to
2 pay overtime wages owed to Plaintiffs and the other class members.

3 59. Defendants' failure to pay Plaintiffs and the other class members the unpaid
4 balance of overtime compensation, as required by California laws, violates the provisions of
5 California Labor Code sections 510 and 1198, and is therefore unlawful.

6 60. Pursuant to California Labor Code section 1194, Plaintiffs and the other class
7 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
8 attorneys' fees.

9 **SECOND CAUSE OF ACTION**

10 **(Violation of California Labor Code §§ 226.7 and 512(a))**

11 **(Against AACRES CA, LLC, EMBASSY MANAGEMENT, LLC,**
12 **and DOES 1 through 100)**

13 61. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
14 through 60, and each and every part thereof with the same force and effect as though fully set
15 forth herein.

16 62. At all relevant times, the IWC Order and California Labor Code sections 226.7
17 and 512(a) were applicable to Plaintiffs' and the other class members' employment by
18 Defendants.

19 63. At all relevant times, California Labor Code section 226.7 provides that no
20 employer shall require an employee to work during any meal or rest period mandated by an
21 applicable order of the California IWC.

22 64. At all relevant times, the applicable IWC Wage Order and California Labor
23 Code section 512(a) provide that an employer may not require, cause or permit an employee to
24 work for a work period of more than five (5) hours per day without providing the employee
25 with a meal period of not less than thirty (30) minutes, except that if the total work period per
26 day of the employee is no more than six (6) hours, the meal period may be waived by mutual
27 consent of both the employer and employee.

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65. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) further provide that an employer may not require, cause or permit an employee to work for a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

66. During the relevant time period, Plaintiffs and the other class members who were scheduled to work for a period of time no longer than six (6) hours, and who did not waive their legally-mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or rest period.

67. During the relevant time period, Plaintiffs and the other class members who were scheduled to work for a period of time in excess of six (6) hours were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or rest period.

68. During the relevant time period, Defendants intentionally and willfully required Plaintiffs and the other class members to work during meal periods and failed to compensate Plaintiffs and the other class members the full meal period premium for work performed during meal periods.

69. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members the full meal period premium due pursuant to California Labor Code section 226.7.

70. Defendants' conduct violates applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

71. Pursuant to applicable IWC Wage Order and California Labor Code section 226.7(c), Plaintiffs and the other class members are entitled to recover from Defendants one

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1 additional hour of pay at the employee's regular rate of compensation for each work day that
2 the meal or rest period is not provided.

3 **THIRD CAUSE OF ACTION**

4 **(Violation of California Labor Code § 226.7)**

5 **(Against AACRES CA, LLC, EMBASSY MANAGEMENT, LLC,**
6 **and DOES 1 through 100)**

7 72. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
8 through 71, and each and every part thereof with the same force and effect as though fully set
9 forth herein.

10 73. At all times herein set forth, the applicable IWC Wage Order and California
11 Labor Code section 226.7 were applicable to Plaintiffs' and the other class members'
12 employment by Defendants.

13 74. At all relevant times, California Labor Code section 226.7 provides that no
14 employer shall require an employee to work during any rest period mandated by an applicable
15 order of the California IWC.

16 75. At all relevant times, the applicable IWC Wage Order provides that "[e]very
17 employer shall authorize and permit all employees to take rest periods, which insofar as
18 practicable shall be in the middle of each work period" and that the "rest period time shall be
19 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
20 hours or major fraction thereof" unless the total daily work time is less than three and one-half
21 (3 ½) hours.

22 76. During the relevant time period, Defendants required Plaintiffs and other class
23 members to work four (4) or more hours without authorizing or permitting a ten (10) minute
24 rest period per each four (4) hour period worked.

25 77. During the relevant time period, Defendants willfully required Plaintiffs and the
26 other class members to work during rest periods and failed to pay Plaintiffs and the other class
27 members the full rest period premium for work performed during rest periods.

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1 78. During the relevant time period, Defendants failed to pay Plaintiffs and the other
2 class members the full rest period premium due pursuant to California Labor Code section
3 226.7

4 79. Defendants' conduct violates applicable IWC Wage Orders and California
5 Labor Code section 226.7.

6 80. Pursuant to the applicable IWC Wage Orders and California Labor Code section
7 226.7(c), Plaintiffs and the other class members are entitled to recover from Defendants one
8 additional hour of pay at the employees' regular hourly rate of compensation for each work
9 day that the rest period was not provided.

10 **FOURTH CAUSE OF ACTION**

11 **(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

12 **(Against AACRES CA, LLC, EMBASSY MANAGEMENT, LLC,**
13 **and DOES 1 through 100)**

14 81. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
15 through 80, and each and every part thereof with the same force and effect as though fully set
16 forth herein.

17 82. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1
18 provide that the minimum wage to be paid to employees, and the payment of a lesser wage
19 than the minimum so fixed is unlawful.

20 83. During the relevant time period, Defendants failed to pay minimum wage to
21 Plaintiffs and the other class members as required, pursuant to California Labor Code sections
22 1194, 1197, and 1197.1.

23 84. Defendants' failure to pay Plaintiffs and the other class members the minimum
24 wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to
25 those sections Plaintiffs and the other class members are entitled to recover the unpaid balance
26 of their minimum wage compensation as well as interest, costs, and attorney's fees, and
27 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

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85. Pursuant to California Labor Code section 1197.1, Plaintiffs and the other class members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each employee minimum wages.

86. Pursuant to California Labor Code section 1194.2, Plaintiffs and the other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

FIFTH CAUSE OF ACTION

(Violation of California Labor Code §§ 201 and 202)

**(Against AACRES CA, LLC, EMBASSY MANAGEMENT, LLC,
and DOES 1 through 100)**

87. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 86, and each and every part thereof with the same force and effect as though fully set forth herein.

88. At all relevant times herein set forth, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

89. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiffs and the other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

90. Defendants' failure to pay Plaintiffs and the other class members who are no longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

92. Plaintiffs and the other class members are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

SIXTH CAUSE OF ACTION

(Violation of California Labor Code § 204)

**(Against AACRES CA, LLC, EMBASSY MANAGEMENT, LLC,
and DOES 1 through 100)**

93. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 92, and each and every part thereof with the same force and effect as though fully set forth herein.

94. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed.

95. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

96. At all times herein set forth, California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

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1 97. During the relevant time period, Defendants intentionally and willfully failed to
2 pay Plaintiffs and the other class members all wages due to them, within any time period
3 permissible under California Labor Code section 204.

4 98. Plaintiffs and the other class members are entitled to recover all remedies
5 available for violations of California Labor Code section 204.

6 **SEVENTH CAUSE OF ACTION**

7 **(Violation of California Labor Code § 226(a))**

8 **(Against AACRES CA, LLC, EMBASSY MANAGEMENT, LLC,**
9 **and DOES 1 through 100)**

10 99. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
11 through 98, and each and every part thereof with the same force and effect as though fully set
12 forth herein.

13 100. At all material times set forth herein, California Labor Code section 226(a)
14 provides that every employer shall furnish each of his or her employees an accurate itemized
15 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee,
16 (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid
17 on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of
18 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
19 inclusive dates of the period for which the employee is paid, (7) the name of the employee and
20 his or her social security number, (8) the name and address of the legal entity that is the
21 employer, and (9) all applicable hourly rates in effect during the pay period and the
22 corresponding number of hours worked at each hourly rate by the employee. The deductions
23 made from payments of wages shall be recorded in ink or other indelible form, properly dated,
24 showing the month, day, and year, and a copy of the statement or a record of the deductions
25 shall be kept on file by the employer for at least three years at the place of employment or at a
26 central location within the State of California.

27 101. Defendants have intentionally and willfully failed to provide Plaintiffs and the
28 other class members with complete and accurate wage statements. The deficiencies include,

1 but are not limited to: the failure to include the total number of hours worked by Plaintiffs and
2 the other class members.

3 102. As a result of Defendants' violation of California Labor Code section 226(a),
4 Plaintiffs and the other class members have suffered injury and damage to their statutorily-
5 protected rights.

6 103. More specifically, Plaintiffs and the other class members have been injured by
7 Defendants' intentional and willful violation of California Labor Code section 226(a) because
8 they were denied both their legal right to receive, and their protected interest in receiving,
9 accurate and itemized wage statements pursuant to California Labor Code section 226(a).

10 104. Plaintiffs and the other class members are entitled to recover from Defendants
11 the greater of their actual damages caused by Defendants' failure to comply with California
12 Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per
13 employee.

14 105. Plaintiffs and the other class members are also entitled to injunctive relief to
15 ensure compliance with this section, pursuant to California Labor Code section 226(h).

16 **EIGHTH CAUSE OF ACTION**

17 **(Violation of California Labor Code § 1174(d))**

18 **(Against AACRES CA, LLC, EMBASSY MANAGEMENT, LLC,**
19 **and DOES 1 through 100)**

20 106. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
21 through 105, and each and every part thereof with the same force and effect as though fully set
22 forth herein.

23 107. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a
24 central location in the state or at the plants or establishments at which employees are
25 employed, payroll records showing the hours worked daily by and the wages paid to, and the
26 number of piece-rate units earned by and any applicable piece rate paid to, employees
27 employed at the respective plants or establishments. These records shall be kept in accordance

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1 with rules established for this purpose by the commission, but in any case shall be kept on file
2 for not less than two years.

3 108. Defendants have intentionally and willfully failed to keep accurate and complete
4 payroll records showing the hours worked daily and the wages paid, to Plaintiffs and the other
5 class members.

6 109. As a result of Defendants' violation of California Labor Code section 1174(d),
7 Plaintiffs and the other class members have suffered injury and damage to their statutorily-
8 protected rights.

9 110. More specifically, Plaintiffs and the other class members have been injured by
10 Defendants' intentional and willful violation of California Labor Code section 1174(d) because
11 they were denied both their legal right and protected interest, in having available, accurate and
12 complete payroll records pursuant to California Labor Code section 1174(d).

13 **NINTH CAUSE OF ACTION**

14 **(Violation of California Labor Code §§ 2800 and 2802)**

15 **(Against AACRES CA, LLC, EMBASSY MANAGEMENT, LLC,**
16 **and DOES 1 through 100)**

17 111. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
18 through 110, and each and every part thereof with the same force and effect as though fully set
19 forth herein.

20 112. Pursuant to California Labor Code sections 2800 and 2802, an employer must
21 reimburse its employee for all necessary expenditures incurred by the employee in direct
22 consequence of the discharge of his or her job duties or in direct consequence of his or her
23 obedience to the directions of the employer.

24 113. Plaintiffs and the other class members incurred necessary business-related
25 expenses and costs that were not fully reimbursed by Defendants.

26 114. Defendants have intentionally and willfully failed to reimburse Plaintiffs and the
27 other class members for all necessary business-related expenses and costs.

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115. Plaintiffs and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

TENTH CAUSE OF ACTION

(Violation of California Business & Professions Code §§ 17200, et seq.)

**(Against AACRES CA, LLC, EMBASSY MANAGEMENT, LLC,
and DOES 1 through 100)**

116. Plaintiffs incorporates by reference the allegations contained in paragraphs 1 through 115, and each and every part thereof with the same force and effect as though fully set forth herein.

117. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiffs, other class members, to the general public, and Defendants' competitors. Accordingly, Plaintiffs seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

118. Defendants' activities as alleged herein are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code section 17200, et seq.

119. A violation of California Business & Professions Code section 17200, et seq. may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of requiring employees, including Plaintiffs and the other class members, to work overtime without paying them proper compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees, including Plaintiffs and the other class members, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiffs and the other class members violate

1 California Labor Code sections 201, 202 and 204. Defendants also violated California Labor
2 Code sections 226(a), 1174(d), 2800 and 2802.

3 120. As a result of the herein described violations of California law, Defendants
4 unlawfully gained an unfair advantage over other businesses.

5 121. Plaintiffs and the other class members have been personally injured by
6 Defendants' unlawful business acts and practices as alleged herein, including but not
7 necessarily limited to the loss of money and/or property.

8 122. Pursuant to California Business & Professions Code sections 17200, et seq.,
9 Plaintiffs and the other class members are entitled to restitution of the wages withheld and
10 retained by Defendants during a period that commences four years preceding the filing of this
11 Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section
12 1021.5 and other applicable laws; and an award of costs.

13 **DEMAND FOR JURY TRIAL**

14 Plaintiff ONE, individually, and on behalf of other members of the general public
15 similarly situated, and Plaintiff TWO, individually, and on behalf of other members of the
16 general public similarly situated, request a trial by jury.

17 **PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiff ONE, individually, and on behalf of other members of the
19 general public similarly situated, and Plaintiff TWO, individually, and on behalf of other
20 members of the general public similarly situated, pray for relief and judgment against
21 Defendants, jointly and severally, as follows:

22 **Class Certification**

- 23 1. That this action be certified as a class action;
- 24 2. That Plaintiffs be appointed as the representatives of the Class;
- 25 3. That counsel for Plaintiffs be appointed as Class Counsel; and
- 26 4. That Defendants provide to Class Counsel immediately the names and most
27 current/last known contact information (address, e-mail and telephone numbers) of all class
28 members.

As to the First Cause of Action

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiffs and the other class members;

6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and

9. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiffs and the other class members;

11. That the Court make an award to Plaintiffs and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

12. For all actual, consequential, and incidental losses and damages, according to proof;

13. For premium wages pursuant to California Labor Code section 226.7(c);

14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

16. For such other and further relief as the Court may deem just and proper.

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As to the Third Cause of Action

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiffs and the other class members;

18. That the Court make an award to Plaintiffs and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to California Labor Code section 226.7(c);

21. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

22. For such other and further relief as the Court may deem just and proper.

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiffs and the other class members;

24. For general unpaid wages and such general and special damages as may be appropriate;

25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiffs and the other class members in the amount as may be established according to proof at trial;

26. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

28. For liquidated damages pursuant to California Labor Code section 1194.2; and

29. For such other and further relief as the Court may deem just and proper.

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiffs and the other class members no longer employed by Defendants;

31. For all actual, consequential, and incidental losses and damages, according to proof;

32. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiffs and the other class members who have left Defendants' employ;

33. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

34. For such other and further relief as the Court may deem just and proper.

As to the Sixth Cause of Action

35. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiffs and the other class members;

36. For all actual, consequential, and incidental losses and damages, according to proof;

37. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

38. For such other and further relief as the Court may deem just and proper.

As to the Seventh Cause of Action

39. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiffs and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

40. For actual, consequential and incidental losses and damages, according to proof;

41. For statutory penalties pursuant to California Labor Code section 226(e);

42. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h); and

43. For such other and further relief as the Court may deem just and proper.

As to the Eighth Cause of Action

44. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for Plaintiffs and the other class members as required by California Labor Code section 1174(d);

45. For actual, consequential and incidental losses and damages, according to proof;

46. For statutory penalties pursuant to California Labor Code section 1174.5; and

47. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiffs and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

49. For actual, consequential and incidental losses and damages, according to proof;

50. For the imposition of civil penalties and/or statutory penalties;

51. For reasonable attorneys' fees and costs of suit incurred herein; and

52. For such other and further relief as the Court may deem just and proper.

As to the Tenth Cause of Action

53. That the Court decree, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, et seq. by failing to provide Plaintiffs and the other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiffs and the other class members, failing to pay at least minimum wages to Plaintiffs and the other class members, failing to pay Plaintiffs' and the other class members' wages timely as required by California Labor Code section 201, 202 and 204 and by violating California Labor Code sections 226(a), 1174(d), 2800 and 2802.

1 54. For restitution of unpaid wages to Plaintiffs and all the other class members and
2 all pre-judgment interest from the day such amounts were due and payable;

3 55. For the appointment of a receiver to receive, manage and distribute any and all
4 funds disgorged from Defendants and determined to have been wrongfully acquired by
5 Defendants as a result of violation of California Business and Professions Code sections
6 17200, et seq.;

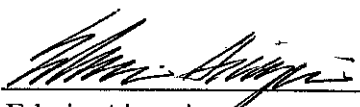
7 56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
8 California Code of Civil Procedure section 1021.5;

9 57. For injunctive relief to ensure compliance with this section, pursuant to
10 California Business and Professions Code sections 17200, et seq.; and

11 58. For such other and further relief as the Court may deem just and proper.

12 Dated: October 21, 2019

LAWYERS for JUSTICE, PC

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14 By: 

15 Edwin Aiwanian
16 Attorneys for Plaintiffs
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