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

DONNA BRADLEY, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

APARTMENT MANAGEMENT
CONSULTANTS, L.L.C., a limited
liability company; and DOES 1 through
50, inclusive,

Defendants.

Case No.: 24CV003056

**REPRESENTATIVE ACTION COMPLAINT
FOR VIOLATION OF LABOR CODE § 2698,
ET SEQ.**

DEMAND OVER \$25,000.00

1 Plaintiff Donna Bradley (“Plaintiff”) hereby submits this Representative Action
2 Complaint (“Complaint”) against Defendant Apartment Management Consultants, L.L.C.
3 (“Defendant”) and Does 1 through 50 (collectively, “Defendants”) for penalties for violations of
4 the California Labor Code as follows:

5 **INTRODUCTION**

6 1. This representative action is within the Court’s jurisdiction under California
7 Labor Code sections 201, 202, 203, 226, 246, and 2698 *et. seq.*, and the applicable Industrial
8 Welfare Commission (“IWC”) Wage Orders.

9 2. This Complaint challenges systemic illegal employment practices resulting in
10 violations of the California Labor Code and the applicable IWC Wage Orders against individuals
11 who worked for Defendants.

12 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
13 jointly and severally, have acted intentionally and with deliberate indifference and conscious
14 disregard to the rights of all employees by failing to pay sick pay at the regular rate of pay,
15 failing to pay all wages due at termination, and failing to provide itemized, accurate wage
16 statements.

17 4. Plaintiff is informed and believes, and based thereon alleges, that Defendants
18 have engaged in, among other things a system of willful violations of the California Labor Code
19 and the applicable IWC Wage Orders by creating and maintaining policies, practices, and
20 customs that knowingly deny employees the above stated rights and benefits.

21 **JURISDICTION AND VENUE**

22 5. The Court has jurisdiction over the violations of the California Labor Code
23 sections 201, 202, 203, 226, 246, and 2698 *et. seq.*, and the applicable IWC Wage Orders.

24 6. Venue is proper in Monterey County because Plaintiff worked for Defendant in
25 Monterey, California.

26 **PARTIES**

27 7. Plaintiff was employed by Defendant as a Property Manager from approximately
28 2018, to about May 2, 2024. For the duration of her employment, Plaintiff was an hourly non-

1 exempt employee.

2 8. Plaintiff is informed and believes, and based thereon alleges, that Apartment
3 Management Consultants, L.L.C. was and is a limited liability company doing business in the
4 State of California, including Monterey County.

5 9. Plaintiff is informed and believes, and based thereon alleges, that at all times
6 herein mentioned Does 1 through 50, are and were corporations, business entities, individuals,
7 and partnerships, licensed to do business and actually doing business in the State of California.
8 As such, and based upon all the facts and circumstances incident to Defendant's business,
9 Defendants are subject to the California Labor Code.

10 10. Plaintiff does not know the true names or capacities, whether individual, partner,
11 or corporate, of the defendants sued herein as Does 1 through 50, inclusive, and for that reason,
12 said defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this
13 complaint when the true names and capacities are known. Plaintiff is informed and believes and
14 based thereon alleges that each of said fictitious defendants was responsible in some way for the
15 matters alleged herein and proximately caused Plaintiff and aggrieved employees to be subject to
16 the illegal employment practices, wrongs, and injuries complained of herein.

17 11. At all times herein mentioned, each defendant participated in the doing of the acts
18 hereinafter alleged to have been done by the named Defendant; and furthermore, Defendants,
19 and each of them, were the agents, servants, and employees of each of the other defendants, as
20 well as the agents of all Defendants, and at all times herein mentioned, were acting within the
21 course and scope of said agency and employment.

22 12. Plaintiff is informed and believes, and based thereon alleges, that at all times
23 material hereto, each of the Defendants named herein was the agent, employee, alter ego, and/or
24 joint venturer of, or working in concert with each of the other co-Defendants and was acting
25 within the course and scope of such agency, employment, joint venture, or concerted activity. To
26 the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the
27 remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
28 Defendants.

1 13. At all times herein mentioned, Defendants, and each of them, were members of,
2 and engaged in, a joint venture, partnership, and common enterprise, and acting within the course
3 and scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

4 14. At all times herein mentioned, the acts and omissions of various Defendants, and
5 each of them, concurred and contributed to the various acts and omissions of each and all of the
6 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
7 herein mentioned, Defendants, and each of them, ratified each and every act or omission
8 complained of herein. At all times herein mentioned, Defendants, and each of them, aided and
9 abetted the acts and omissions of each and all of the other Defendants in proximately causing the
10 damages as herein alleged.

11 **FIRST CAUSE OF ACTION**

12 **VIOLATION OF LABOR CODE § 2698, *ET SEQ.***

13 **(BY PLAINTIFF AND AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS)**

14 15. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
15 though fully set forth herein.

16 16. Plaintiff brings this cause of action on behalf of herself and as a proxy for the
17 State of California and in this capacity, seeks penalties on behalf of all Aggrieved Employees
18 from May 9, 2023, through the present for Defendant's policy and practice of: (a) failing to
19 incorporate all non-discretionary incentive wages in the regular rate of pay used to calculate and
20 pay sick pay wages, in violation of Labor Code sections 201, 202, 203 and 246; and (b) failing to
21 provide accurate, itemized wage statements in violation of Labor Code section 226.

22 17. Labor Code section 246 provides that an employee is entitled to receive sick time
23 pay. The employer shall calculate paid sick leave by using one of two calculations: (1) "Paid sick
24 time for nonexempt employees shall be calculated in the same manner as the regular rate of pay
25 for the workweek in which the employee uses paid sick time, whether or not the employee
26 actually works overtime in that workweek;" or (2) "Paid sick time for nonexempt employees
27 shall be calculated by dividing the employee's total wages, not including overtime premium pay,
28 by the employee's total hours worked in the full pay periods of the prior 90 days of

1 employment.”

2 18. Plaintiff and Aggrieved Employees earned non-discretionary incentive
3 compensation, including without limitation, commission pay. Whenever Defendant paid sick
4 time pursuant to California Labor Code section 246, Defendant did so at the incorrect rate of pay.
5 Defendant paid sick pay wages at an employee’s base hourly rate of pay, as opposed to the
6 regular rate of pay, which would take into account all non-discretionary incentive wages, or by
7 dividing the employees’ total wages, not including overtime premium pay, by the employees’
8 total hours worked in the full pay periods of the prior 90 days of employment, as required by
9 Labor Code section 246. This resulted in Plaintiff and Aggrieved Employees being underpaid for
10 sick time and resulted in violations of California Labor Code sections 201, 202, and 203, because
11 Defendant did not pay, or timely pay, all owing and unpaid wages for work performed by them
12 during their employment and at the end of their employment.

13 19. As a result of Defendant’s failure to pay sick pay wages at the regular rate of pay,
14 the wage statements issued to Plaintiff and Aggrieved Employees failed to identify the correct
15 gross wages earned, net wages earned, and correct hourly rates of pay, in violation of Labor
16 Code sections 226(a)(1), (5), and (9).

17 20. On May 9, 2024, Plaintiff sent written notice to the California Labor &
18 Workforce Development Agency (“LWDA”) of Defendant’s violation of Labor Code sections
19 201, 202, 203, 226, and 246, pursuant to Labor Code section 2698, *et seq.*, the Private Attorney
20 General Act (“PAGA”). To date, the LWDA has not responded to said Notice.

21 21. As such, pursuant to Labor Code section 2699(a), Plaintiff seeks recovery of any
22 and all applicable civil penalties for Defendant’s violation of Labor Code sections 201, 202, 203,
23 226, and 246, for the time period described above, on behalf of herself and other Aggrieved
24 Employees.

25 **PRAYER FOR RELIEF**

26 WHEREFORE, Plaintiff prays for judgment for himself and all others on whose behalf
27 this suit is brought against Defendants, jointly and severally, as follows:

28 1. Upon the First Cause of Action, for civil penalties pursuant to statute as set forth

1 in California Labor Code section 2699, and for costs and attorney's fees;

2 2. On all causes of action, for attorneys' fees and costs as provided by California
3 Labor Code sections 2698 *et. seq.*, and Code of Civil Procedure section 1021.5; and

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

5
6 DATED: July 22, 2024

DIVERSITY LAW GROUP, P.C.

7
8 By: _____

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