

April 05 2024 8:30 AM

CONSTANCE R. WHITE
COUNTY CLERK
NO: 24-2-07094-5

SUPERIOR COURT FOR THE STATE OF WASHINGTON
IN AND FOR PIERCE COUNTY

DONYA MANNIN, on her own behalf and on
the behalf of all others similarly situated,

Plaintiff,

v.

CAMBRIDGE MANAGEMENT, Inc., a
Washington Profit Corporation,

Defendant.

NO.

CLASS ACTION COMPLAINT

Plaintiff DONYA MANNIN ("Plaintiff"), individually and on behalf of all others
similarly situated, by and through her attorneys of record, for her Complaint against Defendant
CAMBRIDGE MANAGEMENT, ("Defendant" or "CAMBRIDGE") hereby states and alleges
as follows:

I. INTRODUCTION

1.1. Defendant operates and specializes in the management of affordable housing
communities throughout Washington State.

///

///

1.2. Defendant engaged in a common scheme of wage and hour violations against its non-exempt employees. Defendant employs non-exempt property management employees who are assigned to manage and maintain apartment communities throughout the State of Washington.

1.3. Defendant willfully denied Plaintiff and the Class Members meal and rest breaks. Defendant's policies prevented employees from taking meal and rest breaks. Further, Defendant's scheduling caused employees to work through meal and rest breaks to meet Defendant's work requirements.

1.4. Upon information, Defendant had policies that paid Plaintiff and the Class Members no overtime even when their hours exceeded 40 hours a week.

1.5. Plaintiff and the Class Members are current and former hourly-paid or non-exempt employees of Defendant in the State of Washington who have been victimized by Defendant's unlawful policies and practices. This lawsuit is brought as a class action under Washington wage laws to recover unpaid wages owed to Plaintiff and all other similarly situated employees.

II. JURISDICTION AND VENUE

2.1. Venue is proper in Pierce County because Defendant transacts business in Pierce County and Defendant's corporate headquarters is in Pierce County.

2.2. Defendant is within the jurisdiction of this Court. Defendant conducts business in the State of Washington and has operations in Washington State, including Pierce County. Defendant obtained the benefits of the laws of the State of Washington and the Washington labor market.

III. PARTIES

3.1. Defendant, Cambridge Management (CAMBRIDGE) is a Washington for Profit Corporation.

1 3.2. Plaintiff, Mannin, had been employed by Defendant as a non-exempt Community
2 Manager from March 2022 through December of 2022. Plaintiff's and the Class
3 Members' job duties included, but were not limited, to providing community
4 management, maintenance, porter, and leasing services for Apartment properties
5 throughout Washington State including but not limited to Pierce, King, Yakima,
6 Thurston, Mason, and Grant Counties.

7 IV. CLASS ACTION ALLEGATIONS

8 4.1. Plaintiff brings this case as a class action pursuant to Civil Rule 23(b)(3) on behalf
9 of a class consisting of:

10 All individuals employed by Defendant as hourly-paid or non-exempt
11 employees in the State of Washington at any time from three years prior
12 to the filing of this complaint through the date of final disposition of this
13 action.

14 Excluded from this Class is Defendant, any entity in which Defendant has a controlling
15 interest or which has a controlling interest in Defendant, and Defendant's legal
16 representatives, assignees and successors. Also excluded are any judges to whom this
17 case is assigned and any member of an assigned judge's immediate family.

18 4.2. Plaintiff believes there are at least 40 current and former employees in the Class.

19 4.3. Plaintiff's claims are typical of the claims of the members of the Class because
20 Plaintiff is a non-exempt employee who, like the members of the Class, sustained
21 damages arising out of Defendant's common course of wage and hour violations.

22 4.4. Plaintiff will fairly and adequately protect the interests of the Class Members.
23 Plaintiff has retained counsel competent and experienced in complex class action
24 litigation, including employment law.

25 4.5. Common questions of law and fact exist as to Plaintiff and all members of the
26 Class and predominate over any questions solely affecting individual members of

1 the Class. Among the questions of law and fact common to the Plaintiff and the
2 Class are:

- 3 a. Whether Defendant has engaged in a common course of failing to properly
4 compensate Plaintiff and the Class Members for all time worked;
- 5 b. Whether Defendant has engaged in a common course of failing to properly
6 compensate Plaintiff and the Class Members for all time worked in excess of
7 forty hours per week;
- 8 c. Whether Defendant has engaged in a common course of making unlawful
9 deductions to the wages of Plaintiff and the Class Members;
- 10 d. Whether Defendant has engaged in a common course of failing to reimburse
11 Plaintiff and the Class Members for business expenses;
- 12 e. Whether Defendant has engaged in a common course of failing to keep true and
13 accurate time records for all hours worked by Plaintiff and the Class Members;
- 14 f. Whether Defendant has engaged in a common course of failing to provide
15 Plaintiff and the Class Members with a ten-minute rest break for every four
16 hours of work;
- 17 g. h. Whether Defendant has engaged in a common course of requiring Plaintiff
18 and the Class Members to work more than three consecutive hours without a rest
19 break;
- 20 h. Whether Defendant has engaged in a common course of failing to ensure
21 Plaintiff and the Class Members have taken the rest breaks to which they are
22 entitled;
- 23 i. Whether Defendant has engaged in a common course of failing to pay Plaintiff
24 and the Class Members an additional ten minutes of compensation for each
25 missed rest break;
- 26

- 1 j. Whether Defendant has engaged in a common course of failing to provide
2 Plaintiff and the Class Members with a thirty-minute meal break for every five
3 hours of work;
- 4 k. Whether Defendant has engaged in a common course of failing to ensure that
5 Plaintiff and the Class Members have taken the meal breaks to which they are
6 entitled;
- 7 l. Whether Defendant has engaged in a common course of failing to pay Plaintiff
8 and the Class Members an additional thirty minutes of compensation for each
9 missed meal break;
- 10 m. Whether Defendant has engaged in a common course of failing to pay Plaintiff
11 and the Class Members all wages due, and at the end of the established pay
12 period, at the end of their employment;
- 13 n. Whether Defendant has violated RCW 49.12.020;
- 14 o. Whether Defendant has violated WAC 296-126-092;
- 15 p. Whether Defendant has violated WAC 296-126-040;
- 16 q. Whether Defendant has violated WAC 296-128-010;
- 17 r. Whether Defendant has violated WAC 296-128-020;
- 18 s. Whether Defendant has violated RCW 49.46.090;
- 19 t. Whether Defendant has violated RCW 49.46.120;
- 20 u. Whether Defendant has violated RCW 49.46.130;
- 21 v. Whether Defendant has violated RCW 49.48.010;
- 22 w. Whether Defendant has violated RCW 49.52.050 as to the alleged violations set
23 forth herein;
- 24 x. Whether Defendant has violated RCW 49.52.060;
- 25 The nature and extent of Class-wide injury and the measure of compensation for
26 such injury.

1 4.6. Class action treatment is superior to the alternative for the fair and efficient
2 adjudication of the controversy alleged herein. Such treatment will permit a large
3 number of similarly situated persons to prosecute their modest, purely economic,
4 common claims in a single forum simultaneously, efficiently and without
5 duplication of effort and expense that numerous individual actions would entail.
6 No difficulties are likely to be encountered in the management of this class action
7 that would preclude its maintenance as a class action, and no superior alternative
8 exists for the fair and efficient adjudication of this controversy. The Class is
9 readily identifiable from Defendant's records.

10 4.7. A class action is superior to other available methods for the fair and efficient
11 adjudication of this controversy since joinder of all matters is impractical.
12 Furthermore, the amounts at stake for many Class Members, while substantial to
13 them, are not great enough to hire an attorney to prosecute individual suits against
14 Defendant.

15 V. SUMMARY OF ALLEGATIONS

16 5.1. Beginning at a date currently unknown to Plaintiff, but at least as early as March
17 23, 2021, Defendant committed, and continues to commit, acts of wage abuse
18 against its non-exempt employees, including but not limited to willfully failing to
19 pay them the minimum wage required by the minimum wage laws of Washington.

20 5.2. Defendant is in the business of providing community management services for
21 affordable housing apartment communities throughout the State of Washington.

22 5.3. Typically, Defendant takes on all management responsibilities of apartment
23 communities they are contracted to manage.

24 5.4. Plaintiff and the Class Members have the same primary job duty—to provide
25 community management services at client locations throughout Washington
26 State, which includes operations, leasing, and maintenance responsibilities.

- 1 5.5. Defendant had a consistent practice of refusing to pay any regular or overtime
2 time wages for Plaintiff and the Class Members who spent time working more
3 than 40 hours a week.
- 4 5.6. Defendant had a consistent practice of paying Plaintiff and the Class Members
5 incentive bonuses, but not calculating the incentive bonuses into Plaintiff's and
6 the Class Members' regular rate of pay for purposes of overtime calculation.
- 7 5.7. Defendant imposed staffing conditions that required Plaintiff and the Class
8 Members to work through meal and rest breaks.
- 9 5.8. Plaintiff and the Class Members have been subject to the same pay policies and
10 practices of Defendant.
- 11 5.9. Defendant's other non-exempt employees have had similar experiences to those
12 of Plaintiff. Specifically, the Class Members were subject to a cap on hourly wage
13 payments regardless of actual hours worked; they received inaccurate paystubs
14 that did not reflect all regular and overtime hours worked during each pay period.
- 15 5.10. Based on the allegations set forth above, Defendant's systematic willful refusal to
16 pay employees resulted in company-wide minimum wage violations under
17 Washington law.
- 18 5.11. Upon information and belief, Defendant has been on notice that its refusal to
19 compensate non-exempt employees for all hours worked violates Washington
20 State Minimum Wage and Overtime Law.
- 21 5.12. Based on the effect of Defendant's flawed compensation policies and practices,
22 Plaintiff and the Class Members have been paid an hourly wage below the
23 applicable state minimum wage; they have thereby been systematically deprived
24 of reasonably approximate hours worked, resulting in their wages falling below
25 the state minimum wage in some or all workweeks.
26

VI. FIRST CLAIM FOR RELIEF

(Failure to Provide Rest and Meal Periods: RCW 49.12.020 and WAC 296-126-092)

- 6.1. RCW 49.12.010 provides that “[t]he welfare of the state of Washington demands that all employees be protected from conditions of labor which have a pernicious effect on their health. The state of Washington, therefore, exercising herein its police and sovereign power declares that inadequate wages and unsanitary conditions of labor exert such pernicious effect.”
- 6.2. RCW 49.12.020 provides that “[i]t shall be unlawful to employ any person in any industry or occupation within the state of Washington under conditions of labor detrimental to their health.”
- 6.3. Under RCW 49.12.005 and WAC 296-126-002, “conditions of labor” “means and includes the conditions of rest and meal periods” for employees.
- 6.4. WAC 296-126-092 provides that employees shall be allowed certain paid rest periods during their shifts.
- 6.5. WAC 296-126-092 provides that employees shall be allowed certain meal periods during their shifts.
- 6.6. Under Washington law, Defendant has an obligation to provide employees with the rest and meal breaks to which they are entitled.
- 6.7. Under Washington law, Defendant has an obligation to ensure that employees take the rest and meal breaks to which they are entitled.
- 6.8. Under Washington law, Defendant has an obligation to provide employees with ten minutes of additional pay for each missed rest break and thirty minutes of additional pay for each missed meal break.
- 6.9. By the actions alleged above, Defendant has violated the provisions of RCW 49.12.020 and WAC 296-126-092. 7.10 As a result of these unlawful acts, Plaintiff and the Class have been deprived of compensation in amounts to be

1 determined at trial, and Plaintiff and the Class are entitled to the recovery of such
2 damages, including interest thereon, attorneys' fees under RCW 49.48.030, and
3 costs.

4 **VII. SECOND CLAIM FOR RELIEF**
5 **(PAYMENT OF WAGES LESS THAN ENTITLED: RCW 49.46, *ET***
6 ***SEQ.*)**

- 7 7.1. Plaintiff realleges and incorporates by reference each and every allegation set
8 forth in the preceding paragraphs.
- 9 7.2. RCW 49.46.120 establishes Washington State's minimum wage and provides for
10 enforcement of more favorable minimum wages that may be established by
11 federal, state, or local law or ordinance.
- 12 7.3. By the actions alleged above, Defendant failed to pay Plaintiff and Class members
13 minimum wage pursuant to RCW 49.46 *et seq.*
- 14 7.4. By the actions alleged above, Defendant has violated the provisions of RCW
15 49.46.020, RCW 49.46.090, RCW 49.46.120, RCW 49.46.130.
- 16 7.5. As a result of the unlawful acts of Defendant, Plaintiff and the Class Members
17 have been deprived of compensation in amounts to be determined at trial, and
18 pursuant to RCW 49.46.090.

19 **VIII. THIRD CLAIM FOR RELIEF**
20 **(WILLFUL REFUSAL TO PAY WAGES: RCW 49.52.050)**

- 21 8.1. Plaintiff realleges and incorporates by reference each and every allegation set
22 forth in the preceding paragraphs.
- 23 8.2. RCW 49.52.050(2) provides that any employer who "willfully and with intent to
24 deprive the employee of any part of his wages, pays any employee a lower wage
25 than the wage such employer is obligated to pay such employee by any statute,
26 ordinance, or contract" is guilty of a misdemeanor.

1 8.3. RCW 49.52.070 provides that any employer who violates the foregoing statute
2 shall be liable in a civil action for twice the amount of wages withheld, together
3 with costs of suit and reasonable attorneys' fees.

4 8.4. The alleged unlawful actions by Defendant against Plaintiff and the Class
5 Members, as set forth above, were committed willfully and with intent to deprive
6 Plaintiff and Class Members of part of their wages.

7 8.5. As such, based on the above allegations, Defendant violated the provisions of
8 RCW 49.52.050.

9 8.6. As a result of the unlawful acts of Defendant, Plaintiff and the Class Members
10 have been deprived of compensation in amounts to be determined at trial, and
11 pursuant to RCW 49.52.070 are entitled to recovery of twice such amounts,
12 including interest thereon, and attorneys' fees and costs

13 **IX. FOURTH CLAIM FOR RELIEF**
14 **(UNPAID WAGES ON TERMINATION: RCW 49.48 *ET SEQ.*)**

15 9.1. Plaintiff realleges and incorporates by reference each and every allegation set
16 forth in the preceding paragraphs.

17 9.2. RCW 49.48.010 provides that "when any employee shall cease to work for an
18 employer, whether by discharge or by voluntary withdrawal, the wages due him
19 on account of his employment shall be paid to him at the end of the established
20 pay period." The statute further states that it shall be unlawful for "any employer
21 to withhold or divert any portion of an employee's wages."

22 9.3. Defendant failed to pay Plaintiff and the Class Members all wages due, and at the
23 end of the established pay period, at the end of their employment. This includes,
24 but is not limited to, making unlawful deductions from Plaintiff's and the Class
25 Members' final paychecks, failing to pay Plaintiff's and the Class members' for
26 all wages earned in the final pay period, failing to pay Plaintiff's and the Class

members' for all wages earned in prior pay periods, and failure to pay Plaintiff's and Class Members' their final paycheck at the end of the established pay period.

9.4. By the actions alleged above, Defendant violated the provisions of RCW 49.48.010. As a result of Defendant's unlawful acts, Plaintiff and the Class Members have been deprived of compensation in amounts to be determined at trial. Pursuant to RCW 49.48.030 are entitled to recover of such amounts, including interest thereon, attorneys' fees, and costs.

X. FIFTH CLAIM FOR RELIEF

(Unpaid Paid Sick Leave: RCW 49.46.210)

10.1. Plaintiff restates and realleges the allegations set forth in all preceding paragraphs.

10.2. The Washington Paid Safe and Sick Leave Act, RCW 49.46.210, and its implementing regulations WAC 296-128-620 requires that employees accrue paid sick leave for all hours worked at a rate of at least one hour for every forty hours worked.

10.3. Defendant violated the MWA by failing to accrue sick leave for and failing to allow the usage of paid sick leave for qualifying absences by Plaintiff and the Class Members.

10.4. Pursuant to RCW 49.46.200, Defendant must compensate Plaintiff and the Class Members for sick leave at the employee's regular and normal wage;

10.5. As a result of Defendant's acts and omissions, Plaintiff and the Class Members have been damaged in amounts as will be proven at trial.

XI. PRAYER FOR RELIEF

Wherefore, Plaintiff, on her own behalf and on behalf of the members of the Class, prays for judgment against Defendant as follows:

- 1 A. Certify the proposed Class;
- 2 B. Appoint Plaintiff as Class Representative;
- 3 C. Appoint the undersigned attorneys as Class Counsel;
- 4 D. An order finding that Defendant violated Washington Law
- 5 E. All unpaid overtime wages due under Washington Law
- 6 F. An award of double damages as provided by Washington Law
- 7 G. An award of treble damages as provided by Washington Law
- 8 H. All compensatory damages due under Washington law, including lost wages,
- 9 earnings, and other employee benefits, restitution, and all othersums of money owed to Plaintiff
- 10 and Washington Class and Collective members, together with interest on these amounts,
- 11 according to proof;
- 12 I. Award Plaintiff and the Class Members compensatory, liquidated, and
- 13 exemplary damages;
- 14 J. Award attorneys' fees and costs to Plaintiff's attorneys, as allowed by
- 15 Washington Law;
- 16 K. Award pre-judgment and post-judgment interest to Plaintiff and the Class
- 17 Members, as provided by law;
- 18 L. Grant and injunction against Defendant from engaging in the unlawful and
- 19 wrongful conduct set forth herein; and,
- 20 M. Such other and further relief as this Court deems just and proper

21 //

22 //

23 //

24 //

25 //

26 //

1 //

2
3 DATED this 21st day of April, 2024.

4 **NOLAN LIM LAW FIRM, PS**

5 By: s/ Nolan Lim

6 Nolan Lim, WSBA #36830
7 1111 Third Ave. Suite 1850
8 Seattle, Washington 98101
9 Telephone: (206) 774-8874
10 Facsimile: (206) 430-6222
11 Email: nolan@nolanlimlaw.com

12 **JUSTICE LAW CORPORATION**

13 By: s/ Shunt Tatavos-Gharajeh

14 Shunt Tatavos-Gharajeh, WSBA #59424
15 751 N Fair Oaks Ave. Ste 101
16 Pasadena, CA 91103-3069
17 Telephone: (206) 774-8874
18 Facsimile: (206) 430-6222
19 Email: statavos@justicelawcorp.com

20 *Attorneys for Plaintiff*