

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Richard Fruin

R. Rex Parris (SBN 96567)
Kitty K. Szeto (SBN 258136)
John M. Bickford (SBN 280929)
Ryan A Crist (SBN 316653)
PARRIS LAW FIRM
43364 10th Street West
Lancaster, California 93534
Telephone: (661) 949-2595
Facsimile: (661) 949-7524

Attorneys for Plaintiff and the Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

CHANTAY NELSON, in her representative
capacity under the Private Attorneys General Act
of 2004 ("PAGA"),

Plaintiff,

v.

BRIGHTON MANAGEMENT, LLC, a California
Corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: **20STCV31282**

COMPLAINT

(1) Violation of California Labor Code § 2698 et
seq. (California Labor Code Private Attorney
General Act of 2004)

DEMAND FOR JURY TRIAL

1 Plaintiff CHANTAY NELSON (“Plaintiff”) in her representative capacity under the Private
2 Attorneys General Act of 2004, files this Complaint against Defendants BRIGHTON MANAGEMENT,
3 LLC and DOES 1 through 100, inclusive (“Defendants”). Plaintiff’s allegations are based upon
4 information and belief and upon investigation of Plaintiff’s counsel, except for allegations specifically
5 pertaining to Plaintiff, which are based upon Plaintiff’s personal knowledge.

6 **JURISDICTION AND VENUE**

7 1. The monetary damages and restitution sought by Plaintiff exceed the minimal jurisdiction
8 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 Constitution, Article
10 VI, section 10, which grants the Superior Court “original jurisdiction in all causes except those given by
11 statute to other courts.” The statutes under which this action is brought do not specify any other basis for
12 jurisdiction.

13 3. This Court has jurisdiction over all Defendants because each defendant is either a citizen
14 of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the
15 California market so as to render the exercise of jurisdiction over it by the California courts consistent
16 with traditional notions of fair play and substantial justice.

17 4. Venue is proper in this Court because, upon information and belief, the named Defendants
18 reside, transact business, or have offices in this county and the acts and omissions alleged herein took
19 place in this county.

20 **PARTIES**

21 5. Plaintiff CHANTAY NELSON (“Plaintiff”) is a citizen of the State of California.

22 6. Defendant BRIGHTON MANAGEMENT, LLC (“BRIGHTON MANAGEMENT”) is a
23 corporation organized and existing under the laws of the State of California, and transacts business
24 throughout the State of California, including the County of Los Angeles. At all relevant times,
25 BRIGHTON MANAGEMENT was the “employer” of Plaintiff within the meaning of all applicable state
26 laws and statutes.

27 7. At all times herein relevant, Defendants BRIGHTON MANAGEMENT and DOES 1
28 through 100, and each of them, were the agents, partners, joint venturers, representatives, servants,

employees, successors-in-interest, co-conspirators and assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, representatives, servants, employees, successors, co-conspirators and assigns, and that all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and consent of each defendant designated herein.

8. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sues said defendants by such fictitious names. Plaintiff is informed and believes, and based on that information and belief alleges, that each of the defendants designated as a Doe is legally responsible for the events and happenings referred to in this complaint, and unlawfully caused the injuries and damages to Plaintiff alleged in this complaint. Plaintiff will seek leave of court to amend this complaint to show the true names and capacities when the same have been ascertained

9. Defendants BRIGHTON MANAGEMENT and DOES 1 through 100 will hereinafter collectively be referred to as "Defendants" or "Brighton Management."

FACTUAL ALLEGATIONS

10. Defendants employed Plaintiff as a non-exempt or hourly-paid employee.

11. Defendants have the authority to hire and terminate Plaintiff and the other aggrieved employees; to set work rules and conditions governing Plaintiff and the other aggrieved employees; and to supervise their daily employment activities.

12. Defendants directly hired and paid wages and benefits to Plaintiff and the other aggrieved employees.

13. Plaintiff is informed and believes, and based thereon alleges, that at all times herein relevant, Defendants were advised by skilled lawyers and other professionals, employees, advisors, and consultants highly knowledgeable about California wage law, employment and personnel practices.

14. Plaintiff is informed and believes, and based thereon alleges, that at all times herein relevant, without any justification, Defendants ignored the employment and personnel policy changes proposed by skilled lawyers and other professionals, employees, advisors, and consultants highly knowledgeable about California wage laws, employment, and personnel practice.

1 15. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
2 should have known that Plaintiff and aggrieved employees were entitled to receive certain wages for all
3 work performed, including for overtime compensation.

4 16. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
5 should have known that Plaintiff and the other aggrieved employees were working over eight (8) hours
6 per day and were entitled to receive certain wages for overtime compensation and that they were not
7 receiving wages for overtime compensation.

8 17. Plaintiff is informed and believes, and based thereon alleges, that Defendants engaged in a
9 uniform policy and systematic scheme of wage abuse against their hourly paid employees.

10 18. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to
11 provide Plaintiff and the other aggrieved employees the required rest and meal periods during the relevant
12 time period as required under the Industrial Welfare Commission Wage Orders and/or applicable Labor
13 Codes, thus are entitled to any and all applicable penalties.

14 19. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
15 should have known that Plaintiff and the other aggrieved employees were entitled to receive all meal
16 periods or payment of one additional hour of pay at Plaintiff's and the other aggrieved employees' regular
17 rate of pay when a meal period was missed.

18 20. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
19 should have known that Plaintiff and the other aggrieved employees were entitled to receive all rest periods
20 or payment of one additional hour of pay at Plaintiff's and the other aggrieved employees' regular rate of
21 pay when a rest period was missed.

22 21. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
23 should have known that Plaintiff and the other aggrieved employees were entitled to receive all wages
24 owed to them upon discharge or resignation.

25 22. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
26 should have known that Plaintiff and the other aggrieved employees were entitled to receive complete and
27 accurate wage statements in accordance with California law.

28 23. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or

1 should have known that they had a duty to compensate Plaintiff and the other aggrieved employees
2 pursuant to California law, and that Defendants had the financial ability to pay such compensation, but
3 willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff and the other
4 aggrieved employees that they were properly denied wages, all in order to increase Defendants' profits.

5 24. At all material times set forth herein, Defendants regularly and consistently failed to
6 compensate Plaintiff and the other aggrieved employees for all hours worked.

7 25. At all material times set forth herein, Defendants failed to fully comply with the relevant
8 provision of the Labor Code and the IWC orders to pay overtime wages to Plaintiff and the other aggrieved
9 employees.

10 26. At all material times set forth herein, Defendants failed to fully comply with the relevant
11 provision of the Labor Code and the IWC orders to provide uninterrupted meal and rest periods to Plaintiff
12 and the other aggrieved employees.

13 27. At all material times set forth herein, Defendants regularly and consistently failed to
14 provide complete and accurate wage statements to Plaintiff and the other aggrieved employees.

15 28. At all material times set forth herein, Defendants regularly and consistently failed to pay
16 Plaintiff and the other aggrieved employees all wages owed to them upon discharge or resignation.

17 **PAGA ALLEGATIONS**

18 29. At all times herein set forth, PAGA was applicable to Plaintiff's employment by
19 Defendants.

20 30. At all times herein set forth, PAGA provides that any provision of law under the California
21 Labor Code that provides for a civil penalty to be assessed and collected by the LWDA for violations of
22 the California Labor Code may, as an alternative, be recovered through a civil action brought by an
23 aggrieved employee on behalf of himself and other current or former employees pursuant to procedures
24 outlined in California Labor Code section 2699.3.

25 31. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved
26 employee," who is any person that was employed by the alleged violator and against whom one or more
27 of the alleged violations was committed.

28 32. Plaintiff was employed by Defendants and the alleged violations were committed against

1 her during her time of employment and she is therefore, an aggrieved employee. Plaintiff is an “aggrieved
2 employee” as defined by California Labor Code section 2699, subdivision (c).

3 33. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee,
4 including Plaintiff, may pursue a civil action arising under PAGA after the following requirements have
5 been met:

6 a. The aggrieved employee shall give written notice by certified mail (hereinafter
7 “Employee’s Notice”) to the LWDA and the employer of the specific provisions of
8 the California Labor Code alleged to have been violated, including the facts and
9 theories to support the alleged violations.

10 b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and
11 the aggrieved employee by certified mail that it does not intend to investigate the
12 alleged violation within sixty (60) calendar days of the postmark date of the
13 Employee’s Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is
14 not provided within thirty-three (65) calendar days of the postmark date of the
15 Employee’s Notice, the aggrieved employee may commence a civil action pursuant
16 to California Labor Code section 2699 to recover civil penalties in addition to any
17 other penalties to which the employee may be entitled.

18 34. On February 4, 2020, Plaintiff provided written notice by certified mail to the LWDA and
19 to Defendants of the specific provisions of the California Labor Code alleged to have been violated,
20 including the facts and theories to support the alleged violations. A true and correct copy of the notice is
21 attached hereto as Exhibit “A.” Plaintiff has not received any response from the LWDA.

22 35. Plaintiff satisfied the administrative prerequisites under California Labor Code section
23 2699.3, subdivision (a), to recover civil penalties against Defendants in addition to other remedies, for
24 violations of California Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512(a), 558, 1174(d),
25 1194, 1197, 1197.1, 1198, and all applicable wage orders.

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1 **FIRST CAUSE OF ACTION**

2 **(Violation of California Labor Code §§ 2698, et seq.)**

3 **(Against Defendant BRIGHTON MANAGEMENT, LLC and DOES 1 through 100)**

4 36. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 100,
5 and each and every part thereof with the same force and effect as though fully set forth herein.

6 37. PAGA expressly establishes that any provision of the California Labor Code which
7 provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments,
8 divisions, commissions, boards, agencies or employees for a violation of the California Labor Code,
9 may be recovered through a civil action brought by an aggrieved employee on behalf of himself or
10 herself, and other current or former employees.

11 38. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
12 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to
13 exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

14 39. Plaintiff and the other non-exempt or hourly employees are “aggrieved employees” as
15 defined by California Labor Code section 2699, subdivision (c) in that they are all current or former
16 employees of Defendants, and one or more of the alleged violations was committed against them.

17 **Failure to Pay Overtime**

18 40. California Labor Code sections 510 and 1198 and the applicable wage order require
19 employers to pay their employees overtime compensation equal to one and one-half times their regular
20 rate of pay for all hours worked in excess of eight hours in one day and/or over 40 hours in a week.

21 41. Defendants do not pay Plaintiff and the other aggrieved employees overtime
22 compensation when they worked in excess of eight hours in one day and/or over 40 hours in a week as
23 alleged above.

24 **Failing to Provide Meal Periods**

25 42. California Labor Code sections 226.7 and 512 and the applicable wage order require
26 employers to pay their employees one additional hour of pay at the employee’s regular rate of pay for
27 each workday that a meal period is not provided when it should have been.

28 43. Defendants do not provide Plaintiff and the other aggrieved employees with meal periods

1 when it should have, nor does it pay them premium pay as alleged above.

2 **Failure to Provide Rest Periods**

3 44. California Labor Code sections 226.7 and 512 and the applicable wage order require
4 employers to pay their employees one additional hour of pay at the employee's regular rate of pay for
5 each workday that a rest break is not provided when it should have been.

6 45. Defendants do not provide Plaintiff and the other aggrieved employees with rest breaks
7 when it should have, nor does it pay them premium pay as alleged above.

8 **Failure to Pay Minimum Wages**

9 46. California Labor Code sections 1194, 1197, and 1197.1 and the applicable wage order
10 require employers to pay their employees at least the minimum wage for each hour worked.

11 47. Defendants do not pay Plaintiff and the other aggrieved employees the minimum wage
12 for each hour they worked as alleged above.

13 **Failure to Timely Pay Wages Upon Termination**

14 48. California Labor Code sections 201, 202, and 203 and the applicable wage order provide
15 that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are
16 due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or
17 her wages shall become due and payable not later than seventy-two hours thereafter, unless the employee
18 has given seventy-two hours previous notice of his or her intention to quit, in which case the employee
19 is entitled to his or her wages at the time of quitting.

20 49. As explained above, Defendants failed to pay Plaintiff and the other aggrieved minimum
21 wage for each hour of work they performed, failed to pay them overtime when they worked in excess
22 of eight hours in one day and/or over 40 hours in a week, and failed to pay them one additional hour of
23 pay at their regular rate of pay when they were not provided meal periods and rest breaks. Accordingly,
24 these wages are not timely paid to Plaintiff and the other aggrieved employees upon their discharge or
25 termination.

26 **Failure to Timely Pay Wages During Employment**

27 50. California Labor Code section 204 and the applicable wage order require that all wages
28 earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar

1 month, other than those wages due upon termination of an employee, are due and payable between the
2 16th and the 26th day of the month during which the labor was performed, and that all wages earned by
3 any person in any employment between the 16th and the last day, inclusive, of any calendar month,
4 other than those wages due upon termination of an employee, are due and payable between the 1st and
5 the 10th day of the following month. Labor Code section 204 also requires that all wages earned for
6 labor in excess of the normal work period shall be paid no later than the payday for the next regular
7 payroll period.

8 51. As explained above, Defendants failed to pay Plaintiff and the other aggrieved employees
9 minimum wage for each hour of work they performed, failed to pay them overtime when they worked
10 in excess of eight hours in one day and/or over 40 hours in a week, and failed to pay them one additional
11 hour of pay at their regular rate of pay when they were not provided meal periods and rest breaks.
12 Accordingly, these wages are not timely paid Plaintiff and the other aggrieved employees during their
13 employment.

14 **Failure to Provide Compliant Wage Statements**

15 52. California Labor Code section 226 and the applicable wage order require employers to
16 make, keep, and provide true, accurate, timely, and complete wage statement.

17 53. Defendants do not provide Plaintiff and the other aggrieved employees with true,
18 accurate, timely, and complete wage statements as alleged above.

19 **Failure to Keep Complete and Accurate Payroll Records**

20 54. California Labor Code section 1174, subdivision (d) requires employers to keep complete
21 and accurate payroll records.

22 55. Defendants do not keep complete and accurate payroll records for Plaintiff and the other
23 aggrieved employees as alleged above.

24 **PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiff prays for relief and judgment against Defendants, jointly and severally, as
26 follows

27 1. Pursuant to California Labor Code section 2699, Plaintiff requests and is entitled to
28 recover from Defendants civil penalties, including:

- a. Penalties under California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under California Code of Regulations Title 8 section 11070 in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;
- c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation; and
- d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes.

2. Pursuant to California Labor Code section 2699, subdivision (i), civil penalties recovered by aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor and Workforce Development Agency for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five percent (25%) to the aggrieved employees.

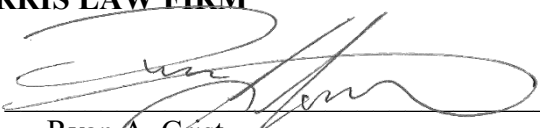
3. Plaintiff is not seeking any sort of individualized (i.e., victim-specific) relief as described in *Esparza v. KS Industries, L.P.* (2007) 13 Cal.App.5th 1228.

4. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code section 2699, 218.5, 210, and any other applicable statute.

1 Date: August 17, 2020

PARRIS LAW FIRM

2
3 By:

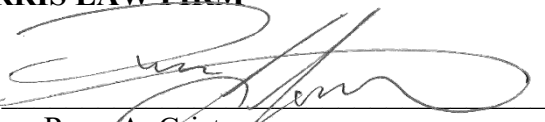

Ryan A. Crist
Attorneys for Plaintiff,
and the Aggrieved Employees

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by a jury.

Date: August 17, 2020

PARRIS LAW FIRM

By: 

Ryan A. Crist
Attorneys for Plaintiff,
and the Aggrieved Employee