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

10 LIZVETTE RIVERA, as an aggrieved
11 employee pursuant to the Private
12 Attorneys General Act ("PAGA") and
13 representative of other aggrieved
14 employees,

15 Plaintiff,

16 vs.

17 RED LOBSTER RESTAURANTS, LLC,
18 a Delaware Limited Liability Company;
19 RED LOBSTER HOSPITALITY LLC, a
20 Delaware Limited Liability Company; and
21 DOES 1 through 250, inclusive,

22 Defendants.

Case No.: **20STCV38194**

**PRIVATE ATTORNEY GENERAL ACT
COMPLAINT**

(1) Violation of California Labor Code §§ 2698
et seq. ("PAGA")

BUCHSBAUM & HAAG, LLP
100 OCEANGATE, SUITE 1200
LONG BEACH, CALIFORNIA 90802

FILED
Superior Court of California
County of Los Angeles

OCT 05 2020

Sherrill K. Carter, Executive Officer/Clerk
By *Rita Nazaryan*, Deputy
Rita Nazaryan

BY FAX

1 Plaintiff LIZVETTE RIVERA ("Plaintiff") individually, and as a representative of
2 other aggrieved employees, allege as follows:

3
4 **INTRODUCTION**

5 1. This is an action brought by the Plaintiff, pursuant to California statutory,
6 decisional, and regulatory laws. Plaintiff is an employee of Defendant RED LOBSTER
7 RESTAURANTS LLC and RED LOBSTER HOSPITALITY LLC ("Defendant") at all times
8 herein mentioned. At all relevant times, Plaintiff has been employed out of the Lakewood,
9 California location, which is located at 4333 Candlewood, Lakewood, CA 90712.

10 2. Plaintiff alleges that California statutory, decisional and regulatory laws
11 prohibit the conduct by Defendants herein alleged, and therefore Plaintiff as an aggrieved
12 employee and a representative of other aggrieved employees has an entitlement to recover
13 civil penalties and any other available relief on behalf of herself, other aggrieved employees
14 and for the State of California.

15 **JURISDICTION AND VENUE**

16 3. This Court has jurisdiction over this action pursuant to the California
17 Constitution, Article VI, § 10, which grants the Superior Court "original jurisdiction in all
18 causes except those given by statute to other courts." The statutes under which this action is
19 brought do not specify any other basis for jurisdiction.

20 4. This Court has jurisdiction over all Defendants because, upon information and
21 belief, each party is either a citizen of California, has sufficient minimum contacts in
22 California, or otherwise intentionally avails itself of the California market so as to render the
23 exercise of jurisdiction over it by the California courts consistent with traditional notions of
24 fair play and substantial justice.

25 5. Venue is proper in this Court because, upon information and belief, one or
26 more of the named Defendants reside, transact business, or have offices in this county and the
27 acts and omissions alleged herein took place in this county.

28 6. Venue is proper in this Court pursuant to § 395(a) of the California Code of

1 Civil Procedure, because many of the acts and omissions giving rise to the causes of action
2 stated herein occurred or arose in the County of Los Angeles, State of California.

3 7. California Labor Code §§ 2699 et seq., the “Labor Code Private Attorneys
4 General Act” (“PAGA”), authorizes aggrieved employees to sue directly for various civil
5 penalties under the California Labor Code.

6 8. Plaintiff timely provided notice to the California Labor Workforce
7 Development Agency (“LWDA”) and to Defendants, pursuant to California Labor Code §
8 2699.3(a). Therefore, Plaintiff may proceed with this action for penalties pursuant to
9 California Labor Code §§ 2699, et seq.

10 9. Notice to the LWDA was provided on April 16, 2020.

11
12 **THE PARTIES**

13 10. Plaintiff was at all relevant times a citizen of the State of California. Plaintiff
14 worked as a bartender/server in a non-exempt position for Defendants at its Lakewood,
15 California location.

16 11. Plaintiff reserves his right to seek leave to amend this complaint to add new
17 plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Salsa v.*
18 *American Savings and Loan Association*, 5 Cal. 3d 864, 872 (1971), and other applicable law.

19 12. Defendant was and is, upon information and belief, a corporation, with a
20 corporate headquarters and principal place of business in the State of California. At all times
21 hereinafter mentioned, Defendant was an employer whose employees are engaged throughout
22 this county, and the State of California.

23 13. Plaintiff does not know the true names or capacities of the persons or entities
24 sued herein as DOES 1 through 250, inclusive, and therefore, sues said Defendants by such
25 fictitious names. Each of the DOE Defendants was in some manner legally responsible for the
26 violations alleged herein. Plaintiffs will amend this complaint to set forth the true names and
27 capacities of these Defendants when they have been ascertained, together with appropriate
28 charging allegations, as may be necessary.

1 Labor Code § 2699(c) in that they are all current or former employees of Defendants who are
2 or were employed by Defendants, and one or more of the alleged violations were committed
3 against them, as described in more detail above.

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

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

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

21 30. On April 16, 2020, Plaintiffs submitted to the LWDA online as well as
22 provided written notice by certified mail to Defendants of the specific provisions of the
23 California Labor Code alleged to have been violated, including the facts and theories to
24 support the alleged violations. The LWDA has not responded.

25 31. Plaintiff satisfied the administrative prerequisites under California Labor Code
26 § 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies, for
27 violations of California Labor Code §§ 201, 202, 203, 204, 206, 223, 210, 218.6, 223, 226,
28 226(a), 226.3, 226.7, 256, 510, 512(a), 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197,

1 1197.1, and 1198, 1720.9, as well as Section VII of the Wage Order regarding recordkeeping
2 obligations for hours worked.

3 32. Defendants' conduct, as alleged herein, violates numerous sections of the
4 California Labor Code including but not limited to the following:

- 5 (a) Violation of California Labor Code §§ 510 and 1198 for Defendants'
6 failure to compensate Plaintiff and other aggrieved employees with all
7 required overtime pay as herein alleged. In addition, a violation of 29
8 USC Section 207 et seq., which provides for overtime wages under
9 Federal Law. These underpaid wages were late, in violation of Labor
10 Code Section 204, late at termination in violation of Labor Code 201
11 and 202, and are subject to civil penalties due to the underlying
12 underpayment under Labor Code Section 558.
- 13 (b) Violation of California Labor Code § 201, 202 and 203 for failure to
14 timely pay all wages owed upon termination as herein alleged.
- 15 (c) Violation of California Labor Code § 226(a) and 226.3 for failing to
16 provide wage statements which accurately show the total number of
17 hours worked and gross wages earned, and the correct hourly rates in
18 effect, as well as failing to include some wages on the paystub at all.
- 19 (d) Violation of Labor Code §§ 226.7, 512, 516, 1198 for failing to
20 authorize and permit all meal and rest periods.

21 33. Pursuant to California Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff and
22 all other aggrieved employees are entitled to recover civil penalties against Defendants, in
23 addition to other remedies, for violations of California Labor Code §§ 201, 202, 203, 204,
24 206, 223, 226(a), 226.3, 226.7, 510, 512(a), 551, 552, 558, 1174, 1182.12, 1194, 1197, 1198,
25 1771, 1775, 1776, 1777.5, 1720.9, 2802, and 2810.5.

26 34. Further Plaintiff is entitled to seek and recover reasonable attorneys' fees and
27 costs pursuant to California Labor Code § 2699 and any other applicable statute.
28

PRAYER FOR RELIEF

Plaintiff, individually, and on behalf of all others similarly situated, pray for relief and judgment against Defendants, jointly and severally, as follows:

1. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 510 and 1198, and applicable IWC Wage Orders by wilfully failing to pay all overtime wages and prevailing wages due to Plaintiff and Aggrieved Employees; the record keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders as to Plaintiff and Aggrieved employees, and wilfully failed to provide accurate itemized wage statements thereto; violated California Labor Code §§ 201, 202, and 203 by wilfully failing to pay all compensation owed at the time of termination of the employment of Plaintiff and other terminated Aggrieved Employees; violated Labor Code §204 (underpaid wages were late); violated Labor Code §§ 226.7, 512, 516, 1198 (failing to authorize and permit all meal and rest periods)

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

3. For reasonable attorneys' fees and for costs of suit incurred herein; and for such other and further relief as the Court may deem equitable and appropriate.

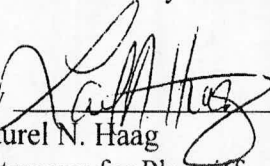
4. For civil penalties pursuant to California Labor Code § 2699(a) and/or § 2699(f) and (g) in the amount of at least one hundred dollars (\$100) for each violation per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation, plus costs and attorneys' fees for violation of California Labor Code §§ 201, 202, 203, 206, 223, 226(a), 226.7, 510, 512(a), 558, 1194 and 1198, and for other sections detailed in this Complaint; and

5. For such other and further relief as the Court may deem equitable and appropriate.

Respectfully Submitted,

Dated: October 2, 2020

THE LAW OFFICES OF BUCHSBAUM & HAAG
Limited Liability Partnership

By 
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10/06/2020