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Superior Court of California
County of Los Angeles

DEC 07 2020

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ERICA DAVENPORT, and all others similarly situated

(Additional Counsel on Following Page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

(UNLIMITED JURISDICTION)

ERICA DAVENPORT, on behalf of herself
and all others similarly situated, and as an
“aggrieved employee” on behalf of other
“aggrieved employees” under the Labor Code
Private Attorneys General Act of 2004,

Plaintiff(s),

vs.

Brighton Management, LLC, a California
limited liability company; Bright Stay Palmdale
LLC, a California corporation; and DOES 1-50,
inclusive,

Defendant(s).

Case No.:

20STCV46547

CLASS ACTION

COMPLAINT FOR:

1. Failure to Provide Meal and Rest Periods (Lab. Code §§ 226.7, 512, and 1198);
2. Failure to Provide Accurate Written Wage Statements (Lab. Code § 226);
3. Waiting Time Penalties (Lab. Code §§ 201-203);
4. Unfair Competition (Bus. & Prof. Code §§ 17200, *et seq.*); and
5. Civil Penalties (Lab. Code §§ 2698, *et seq.*)

JURY TRIAL DEMANDED



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1 Plaintiff ERICA DAVENPORT (hereafter “Plaintiff”), on behalf of herself and all others
2 similarly situated, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this class and representative action based on alleged violations of
5 the California Labor Code, Industrial Welfare Commission Order No. 5-2001 (hereafter “the
6 Wage Order”) and the Business and Professions Code against defendants BRIGHTON
7 MANAGEMENT, LLC, a California company; BRIGHT STAY PALMDALE LLC, a California
8 limited liability company; and DOES 1 through 50, inclusive (collectively “Defendants”).

9 2. As set forth in more detail below, Plaintiff alleges that Defendants are liable to her
10 and other similarly situated current and former employees who worked in California as hourly
11 employees, including, but not limited to night auditors and persons in similar positions, at any
12 time during the period beginning four years prior to the filing of this action to the present, for
13 unpaid wages and other related relief. These claims are based on Defendants’ alleged failures to
14 (1) provide all rest and meal periods; (2) provide accurate written wage statements, (3) timely pay
15 wages upon termination of employment, and (4) fairly compete. Additionally, Plaintiff seeks civil
16 penalties under the California Labor Code Private Attorneys General Act, Labor Code §§ 2698,
17 *et seq.* (“PAGA”). Accordingly, Plaintiff now seeks to recover civil penalties, unpaid wages, and
18 related relief through this class action.

19 **JURISDICTION AND VENUE**

20 3. This Court has subject matter jurisdiction because the aggregate claims of Plaintiff
21 and the Class Members, inclusive of all relief, place more than \$25,000 in controversy.

22 4. There is no basis for federal question subject matter jurisdiction in this case.
23 Specifically, Plaintiff asserts claims on behalf of herself and the Class Members that solely arise
24 under California law, rather than federal law.

25 5. There is also no basis for federal diversity jurisdiction in this case.

26 6. Venue is proper in Los Angeles County pursuant to California Code of Civil
27 Procedure § 395(a) and § 395.5 in that liability arose in Los Angeles County because at least
28 some of the transactions that are the subject matter of this Complaint occurred therein and/or
because each defendant is found, maintains offices, transacts business, and/or has an agent
therein.

///



PARTIES

7. Plaintiff ERICA DAVENPORT is a resident of California. At all relevant times, Plaintiff was an “employee” within the meaning of Title 8 California Code of Regulations Section 11160 and an “aggrieved employee” within the meaning of Labor Code Section 2699(c).

8. Defendant BRIGHTON MANAGEMENT, LLC is a limited liability company organized and existing under the laws of California based on Plaintiff’s information and belief.

9. Defendant BRIGHT STAY PALMDALE LLC is a limited liability company organized and existing under the laws of California based on Plaintiff’s information and belief.

10. Plaintiff is ignorant of the true names, capacities, relationships, and extents of participation in the conduct alleged herein, of the defendants sued as DOES 1-50, inclusive, but is informed and believes and thereon alleges that said defendants are legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by such fictitious names. Plaintiff will amend the Complaint to allege the true names and capacities of the DOE defendants when ascertained.

11. Plaintiff is informed and believes and thereon alleges that, at all relevant times herein, all Defendants were the agents, employees and/or servants, masters or employers of the remaining Defendants, and in doing the things hereinafter alleged, were acting within the course and scope of such agency or employment, and with the approval and ratification of each of the other Defendants.

12. At all relevant times, in perpetrating the acts and omissions alleged herein, Defendants, and each of them, acted pursuant to and in furtherance of a policy, practice, or a lack of a practice which resulted in Defendants not paying Plaintiff and the Class in accordance with applicable California labor laws as alleged herein.

13. Plaintiff is informed and believes and thereon alleges that each and every one of the acts and omissions alleged herein were performed by, and/or are attributable to, all Defendants, each acting as agents and/or employees, and/or under the direction and control of each of the other Defendants, and that said acts and failures to act were within the course and scope of said agency, employment, and/or direction and control.

CLASS ALLEGATIONS

14. This action has been brought and may be maintained as a class action pursuant to California Code of Civil Procedure § 382 because there is a well-defined community of interest



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among the persons who comprise the readily ascertainable class defined below and because Plaintiff is unaware of any difficulties likely to be encountered in managing this case as a class action.

15. **Class Definition:** The Class is defined as follows: all persons Defendants employed in California and paid on an hourly basis, including but not limited to night auditors and persons in comparable positions, at any time during the period beginning four years prior to the filing of this action and ending on the date that final judgment is rendered in this action.

16. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the right to amend or modify the class definitions with greater specificity, by further division into subclasses and/or by limitation to particular issues.

17. **Numerosity:** The Class is so numerous that the joinder of each individual class member is impractical. While Plaintiff does not currently know the exact number of the Class, Plaintiff is informed and believes that the actual number exceeds the minimum required for numerosity under California law.

18. **Commonality and Predominance:** Common questions of law and fact exist as to all class members and predominate over any questions which affect only individual class members. These questions include, but are not limited to:

- A. Whether Defendants failed to provide the Class with all rest periods as required by section 11 of the Wage Order;
- B. Whether Defendants failed to provide the Class with all off-duty meal periods as required by section 12 of the Wage Order;
- C. Whether Defendants failed to compensate the Class at one hour's pay on days when Defendants failed to provide them with one or more off-duty meal periods in a workday;
- D. Whether Defendants failed to compensate the Class at one hour's pay on days when Defendants failed to provide them with one or more rest breaks in a workday;
- E. Whether Defendants failed to timely pay final wages upon termination of the Class Members' employment;
- F. Whether Defendants engaged in unfair competition within the meaning of Business and Professions Code §§ 17200, *et seq.*, with respect to the Class;
- G. Whether the Class Members are entitled to restitution of money or



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property that Defendants may have acquired from them through alleged Labor Code violations;

H. Whether the Class Members are entitled to prejudgment interest; and

I. Are the Class Members entitled to attorneys' fees?

19. **Typicality:** Plaintiff's claims are typical of the other Class Members' claims. Plaintiff is informed and believes and thereon alleges that Defendants have a policy, practice, or a lack of a policy which resulted in Defendants failing to comply with the California Labor Code and the Business and Professions Code as alleged herein.

20. **Adequacy of Class Representative:** Plaintiff is an adequate class representative in that she has no interests that are adverse to, or otherwise in conflict with, the interests of absent class. Plaintiff is dedicated to vigorously prosecuting this action on behalf of the Class. Plaintiff will fairly and adequately represent and protect the interests of the Class.

21. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in that they have no known conflicts of interest with Plaintiff or absent Class Members, are experienced in class action litigation and are dedicated to vigorously prosecuting this action on behalf of Plaintiff and the absent Class.

22. **Superiority:** A class action is vastly superior to other available means for fair and efficient adjudication of class' claims and would be beneficial to the parties and the Court. Class action treatment will allow a number of similarly situated persons to simultaneously and efficiently prosecute their common claims in a single forum without the unnecessary duplication of effort and expense that numerous individual actions would entail. In addition, the monetary amounts due to many individual class members are likely to be relatively small and would thus make it difficult, if not impossible, for individual class members to both seek and obtain relief. Moreover, a class action will serve an important public interest by permitting class members to effectively pursue the recovery of monies owed to them. Further, a class action will prevent the potential for inconsistent or contradictory judgments inherent in individual litigation.

STATEMENT OF FACTS

23. Beginning on or about September 14, 2019 through the present, Defendants continuously employed Plaintiff as an hourly night auditor at the Staybridge Suites Palmdale, California. Defendants compensated Plaintiff at an hourly rate of pay. Plaintiff remains an employee of Defendants.

24. At all relevant times, Defendants classified Plaintiff and the Class as non-exempt



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employees entitled to the protections of both the Labor Code and Wage Order.

25. At all relevant times, Defendants failed to provide Plaintiff and the Class with an off-duty, 30-minute meal period before the end of the fifth hour worked or with a second, off-duty, 30-minute meal period before the end of the tenth hour worked. Defendants did not enter into valid on-duty meal period agreements with Plaintiff or the Class because the nature of their work did not prevent Defendants from relieving them of all duties to take a duty-free meal period. Further, Defendants failed to authorize and permit Plaintiff and the Class to take a ten-minute, paid, duty-free rest break every four hours or major portion thereof.

26. Defendants failed to maintain accurate written employee records pertaining to Plaintiff and the other Class Members, including accurate wage statements itemizing each Class Member's gross wages earned, net wages earned, total hours worked, corresponding number of hours worked at each rate by the Class Member, and other requirements of California Labor Code § 226.

27. At all relevant times, upon resignation or termination, Defendants failed to pay final wages in a timely manner. Defendants willfully failed and refused to pay timely compensation and wages, including, but not limited to, all premium wages for all rest breaks and/or meal periods that were not provided.

FIRST CAUSE OF ACTION

FAILURE TO PROVIDE REST BREAKS AND MEAL PERIODS

(Lab. Code §§ 226.7, 512, and 1198)

(By Plaintiff and the Class against all Defendants)

28. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

29. At all relevant times during the applicable limitations period, Plaintiff and the Class Members have been employees of Defendants and entitled to the benefits and protections of California Labor Code §§ 226.7, 512, 1198, and the Wage Order.

30. In relevant part, California Labor Code § 1198 states:

The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

31. In relevant part, In relevant part, California Labor Code § 512 states:



1 An employer shall not employ an employee for a work period of
2 more than five hours per day without providing the employee with
3 a meal period of not less than 30 minutes, except that if the total
4 work period per day of the employee is no more than six hours, the
5 meal period may be waived by mutual consent of both the
6 employer and employee.

7 An employer shall not employ an employee for a work period of
8 more than 10 hours per day without providing the employee with
9 a second meal period of not less than 30 minutes, except that if the
10 total hours worked is no more than 12 hours, the second meal
11 period may be waived by mutual consent of the employer and the
12 employee only if the first meal period was not waived.

13 32. In relevant part, Section 12 of the Wage Order states:

14 **Rest Periods**

15 (A) “Every employer shall authorize and permit all employees
16 to take rest periods, which insofar as practicable shall be in the
17 middle of each work period. The authorized rest period time shall
18 be based on the total hours worked daily at the rate of ten (10)
19 minutes net rest time per four (4) hours or major fraction thereof.
20 However, a rest period need not be authorized for employees
21 whose total daily work time is less than three and one-half (3 1/2)
22 hours. Authorized rest period time shall be counted as hours
23 worked for which there shall be no deduction from wages.”

24 (B) If an employer fails to provide an employee a rest period in
25 accordance with the applicable provisions of this Order, the
26 employer shall pay the employee one (1) hour of pay at the
27 employee’s regular rate of compensation for each work day that
28 the rest period is not provided.”

33. In relevant part, Section 11 of the Wage Order states:

Meal Periods

(A) “No employer shall employ any person for a work period
of more than five (5) hours without a meal period of not less than
30 minutes, except that when a work period of not more than six
(6) hours will complete the day’s work the meal period may be
waived by mutual consent of the employee and the employer.
Unless the employee is relieved of all duty during a 30 minute meal
period, the meal period shall be considered an ‘on duty’ meal
period and counted as time worked. An ‘on duty’ meal period shall



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1 be permitted only when the nature of the work prevents an
2 employee from being relieved of all duty and when by written
3 agreement between the parties an on-the-job paid meal period is
4 agreed to. The written agreement shall state that the employee
5 may, in writing, revoke the agreement at any time.”

6 (B) If an employer fails to provide an employee a meal period
7 in accordance with the applicable provisions of this Order, the
8 employer shall pay the employee one (1) hour of pay at the
9 employee’s regular rate of compensation for each work day that
10 the meal period is not provided.”

11 34. In relevant part, California Labor Code § 226.7 states:

12 (b) An employer shall not require an employee to work during
13 a meal or rest period mandated pursuant to an applicable statute,
14 or applicable regulation, standard, or order of the Industrial
15 Welfare Commission, the Occupational Safety and Health
16 Standards Board, or the Division of Occupational Safety and
17 Health.

18 (c) If an employer fails to provide an employee a meal period
19 or rest period in accordance with a state law, including, but not
20 limited to, an applicable statute or applicable regulation, standard,
21 or order of the Industrial Welfare Commission, the Occupational
22 Safety and Health Standards Board, or the Division of
23 Occupational Safety and Health, the employer shall pay the
24 employee one additional hour of pay at the employee’s regular rate
25 of compensation for each work day that the meal or rest period is
26 not provided.

27 35. Pursuant to California Labor Code § 512 and the Wage Order, Plaintiff and the
28 Class Members were entitled to uninterrupted meal periods of at least 30 minutes for each day
they worked five or more hours. Pursuant to California Labor Code § 512, they were also entitled
to a second 30-minute meal period when they worked more than 10 hours in a workday.

36. Pursuant to the Wage Order, Plaintiff and the Class Members were entitled to be
provided with net rest breaks of at least ten minutes for each four-hour period of work, or major
fraction thereof.

37. Defendants intentionally failed to provide Plaintiff and the Class Members with
all required 30-minute duty free meal periods and 10-minute rest periods free from any work
duties in accordance with the Wage Order.

38. Plaintiff is informed and believes and thereon alleges that, at all relevant times



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1 within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy
2 which resulted in Defendants not providing the Class with all off-duty meal periods and rest
3 breaks required by California law.

4 39. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members
5 have suffered damages in an amount, subject to proof, to the extent they were not paid additional
6 wages owed for all meal periods and rest breaks not provided to them.

7 40. By reason of the above, pursuant to California Labor Code § 226.7, Plaintiff and
8 the Class Members are entitled to premium wages for workdays in which one or more off-duty
9 meal periods were not provided to them, and for workdays in which one or more rest breaks were
10 not provided to them.

11 **SECOND CAUSE OF ACTION**

12 **FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS**

13 **(Lab. Code § 226)**

14 **(By Plaintiff and the Class against all Defendants)**

15 41. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

16 42. Pursuant to California Labor Code § 226(a), Plaintiff and the Class Members were
17 entitled to receive, semimonthly or at the time of each payment of wages, an accurate itemized
18 statement showing, among other items, 1) gross wages earned; 2) total hours worked, except for
19 any employee whose compensation is solely based on a salary and who is exempt from payment
20 of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
21 Commission; 3) net wages earned; and 4) all applicable hourly rates in effect during the pay
22 period and the corresponding number of hours worked at each hourly rate by the employee.

23 43. Pursuant to California Labor Code § 226(e), an employee is deemed to suffer
24 injury if the employer fails to provide a wage statement. Additionally, an employee is deemed to
25 suffer injury if the employer fails to provide accurate and complete information as required by
26 California Labor Code § 226(a) and the employee cannot "promptly and easily determine" from
27 the wage statement alone one or more of the following:

28 A. The amount of the gross wages or net wages paid to the employee during
the pay period or any of the other information required to be provided on the itemized wage
statement pursuant to California Labor Code § 226(a);

B. Which deductions the employer made from gross wages to determine the



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1 net wages paid to the employee during the pay period;

2 C. The name and address of the employer and, if the employer is a farm labor
3 contractor, as defined in subdivision (b) of Section 1682 of the California Labor Code, the name
4 and address of the legal entity that secured the services of the employer during the pay period;
5 and

6 D. The name of the employee and only the last four digits of his or her social
7 security number or an employee identification number other than a social security number.

8 44. "Promptly and easily determine," as stated in California Labor Code § 226(e),
9 means a reasonable person would be able to readily ascertain the information without reference
10 to other documents or information.

11 45. As alleged herein, Defendants failed to provide Plaintiff and the Class Members
12 all wages owed, including but not limited to, all premium wages for all rest breaks and/or meal
13 periods that were not provided. As a result, Defendants have failed to properly and accurately
14 itemize each employee's gross wages earned, net wages earned, the total hours worked, the
15 corresponding number of hours worked by employees, and other requirements of California
16 Labor Code § 226. As a result, Defendants have violated California Labor Code § 226.

17 46. Defendants' failure to provide Plaintiff and the Class Members with accurate
18 wage statements was knowing and intentional. Defendants had the ability to provide Plaintiff and
19 the Class with accurate wage statements but intentionally provided wage statements that
20 Defendants knew were not accurate.

21 47. As a result of being provided with inaccurate wage statements by Defendants,
22 Plaintiff and the Class have suffered injury. Their legal rights to receive accurate wage statements
23 were violated and they were misled about the amount of wages they had actually earned and were
24 owed. In addition, the absence of accurate information on their wage statements prevented
25 immediate challenges to Defendants' unlawful pay practices, has required discovery and
26 mathematical computations to determine the amounts of wages owed, has caused difficulty and
27 expense in attempting to reconstruct time and pay records and/or has led to the submission of
28 inaccurate information about wages to state and federal government agencies. Further, Plaintiff
and the Class Members were not able to ascertain from the wage statements whether Defendants
complied with their obligations under California Labor Code § 226(a).

48. Pursuant to California Labor Code § 226(e), Plaintiff and the Class are entitled to



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1 recover the greater of actual damages, or penalties of fifty dollars (\$50.00) for the initial pay
2 period in which a violation of California Labor Code § 226(a) occurred and one hundred dollars
3 (\$100.00) for each violation of California Labor Code § 226(a) in a subsequent pay period, not
4 to exceed an aggregate penalty of four thousand dollars (\$4,000.00) per Class Member, and are
5 also entitled to an award of costs and reasonable attorneys' fees.

6 **THIRD CAUSE OF ACTION**

7 **WAITING TIME PENALTIES**

8 **(Lab. Code §§ 201-203)**

9 **(By Plaintiff and the Class against all Defendants)**

10 49. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

11 50. At all relevant times during the applicable limitations period, Plaintiff and the
12 Class Members have been non-exempt employees of Defendants and entitled to the benefits and
13 protections of California Labor Code §§ 201-203 and the Wage Order.

14 51. California Labor Code § 201 provides that all earned and unpaid wages of an
15 employee who is discharged are due and payable immediately at the time of discharge.

16 52. California Labor Code § 202 provides that all earned and unpaid wages of an
17 employee who quits after providing at least 72-hours notice before quitting are due and payable
18 at the time of quitting and that all earned and unpaid wages of an employee who quits without
19 providing at least 72-hours notice before quitting are due and payable within 72 hours.

20 53. By failing to pay earned premium wages to Class Members for missed meal
21 periods and/or rest periods, Defendants failed to timely pay them all earned and unpaid wages in
22 violation of California Labor Code § 201 or § 202.

23 54. Plaintiff is informed and believes that Defendants' failures to timely pay all final
24 wages to the Class have been willful in that Defendants have the ability to pay final wages in
25 accordance with California Labor Code §§ 201 and 202 but have intentionally adopted policies
26 or practice that are incompatible with those requirements.

27 55. California Labor Code § 203 provides that the wages of an employee continue on
28 a daily basis as a penalty for up to 30 days where an employer willfully fails to timely pay earned
and unpaid wages to the employee in accordance with California Labor Code § 201 or § 202.

56. Plaintiff is informed and believes that Defendants' failures to timely pay Plaintiff
and the Class Members all of their earned and unpaid wages have been willful in that, at all



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1 relevant times, Defendants have deliberately maintained policies and practices that violate the
2 requirements of the Labor Code and the Wage Order even though, at all relevant times, they have
3 had the ability to comply with those legal requirements.

4 57. Pursuant to California Labor Code § 203, Plaintiff seeks waiting time penalties
5 on behalf the Class, in amounts subject to proof not to exceed 30 days of waiting time penalties
6 for each Class Member.

7 **FOURTH CAUSE OF ACTION**

8 **UNFAIR COMPETITION**

9 **(Bus. & Prof. Code §§ 17200, et seq.)**

10 **(By Plaintiff and the Class against all Defendants)**

11 58. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

12 59. At all relevant times, Plaintiff and the Class Members have been non-exempt
13 employees of Defendants and entitled to the benefits and protections of the Business and
14 Professions Code §§ 17200, et seq.

15 60. The unlawful conduct of Defendants alleged herein amounts to and constitutes
16 unfair competition within the meaning of California Business & Professions Code §§ 17200, et
17 seq. Due to their unfair and unlawful business practices alleged herein, Defendants have unfairly
18 gained a competitive advantage over other comparable companies doing business in California
19 that comply with their legal obligations to, among other things, provide their employees with all
20 meal periods and rest breaks.

21 61. As a result of Defendants' unfair competition as alleged herein, Plaintiff and the
22 Class Members have suffered injuries in fact and have lost money or property. Defendants
23 deprived Plaintiff and the Class Members of premium wages for all workdays one or more meal
24 periods was not provided, and premium wages for all workdays a rest period was not provided.

25 62. Pursuant to California Business & Professions Code § 17203, Plaintiff and the
26 Class Members are entitled to restitution of all monies rightfully belonging to them that
27 Defendants did not pay them or otherwise retained by means of their unlawful and unfair business
28 practices.

63. Plaintiff and the Class are entitled to reasonable attorneys' fees in connection with
their unfair competition claims pursuant to California Code of Civil Procedure § 1021.5, the
substantial benefit doctrine and/or the common fund doctrine.



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64. Accordingly, with respect to this cause of action, on behalf of herself and the Class, Plaintiff prays for the herein stated relief, and an award of all reasonable costs and attorneys' fees, including interest thereon, as permitted by law, all in amounts subject to proof.

FIFTH CAUSE OF ACTION

CIVIL PENALTIES

(By Plaintiff and the Class against all Defendants)

65. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

66. The "aggrieved employees" are all members of the above-defined Class whom Defendants employed during the period beginning August 28, 2019 and ending on the date that final judgment is entered in this action.

67. Labor Code § 204 states

(a) All wages, other than those mentioned in Section 201, 201.3, 201.4, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and last day, inclusive, of any calendar month, shall be paid between the 1st and 10th day of the following month. . . .

(b) (1) Notwithstanding any other provision of this section, 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.

(2) An employer is in compliance with the requirements of subdivision (a) of Section 226 relating to total hours worked by the employee, if hours worked in excess of the normal work period during the current pay period are itemized as corrections on the paystub for the next regular pay period. Any corrections set out in a subsequently issued paystub shall state the inclusive dates of the pay period for which the employer is correcting its initial report of hours worked.

(c) However, when employees are covered by a collective bargaining agreement that provides different pay arrangements, those arrangements shall apply to the covered employees.

(d) The requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period.

68. Defendants paid wages on to employees on either bi-weekly or semimonthly



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1 intervals. Defendants failed to pay Plaintiff on such intervals for all wages earned and all hours
2 worked, including but not limited to all premium wages for all meal periods and/or rest periods
3 with which Defendants failed to provide her. On information and belief, Plaintiff alleges that
4 Defendants also failed to pay the aggrieved employees on such intervals for all wages earned and
all hours worked.

5 69. During the applicable time period, Defendants violated California Labor Code §§
6 201, 202, 203, 204, 226, 226.7, 512, and 1198.

7 70. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on
8 behalf of themselves and other current or former employees, to bring a civil action to recover
9 civil penalties pursuant to the procedures specified in California Labor Code § 2699.3.

10 71. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff and the aggrieved
11 employees are entitled to recover civil penalties for each of Defendants' violations of California
12 Labor Code §§ 201, 202, 203, 204, 226, 226.7, 512, and 1198 during the applicable limitations
13 period in the following amounts:

14 A. For violations of California Labor Code § 204, one hundred dollars
15 (\$100.00) for each aggrieved employee for each initial violation and two hundred dollars
16 (\$200.00) for each aggrieved employee for each subsequent, willful or intentional violation
(penalty amounts established by California Labor Code § 210).

17 B. For violations of California Labor Code § 226(a), two hundred fifty dollars
18 (\$250.00) for each aggrieved employee for initial violations and one thousand dollars (\$1,000.00)
19 for each aggrieved employee for each subsequent violation (penalty amounts established by
20 California Labor Code § 226.3).

21 C. For violations of California Labor Code §§ 512, fifty dollars (\$50.00) for
22 each aggrieved employee for initial violations and one hundred dollars (\$100.00) for each
23 aggrieved employee for each subsequent violation, per pay period (penalty amounts established
24 by California Labor Code § 558).

25 D. For violations of California Labor Code §§ 201, 202, 203, and 1198, one
26 hundred dollars (\$100.00) for each aggrieved employee per pay period for each initial violation
27 and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each
28 subsequent violation (penalty amounts established by California Labor Code § 2699(f)(2)).

72. Plaintiff has complied with the procedures for bringing suit specified in California



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1 Labor Code § 2699.3. By letter dated August 28, 2020, Plaintiff gave written notice online with
2 the Labor and Workforce Development Agency (“LWDA”) and gave written notice by certified
3 mail to Defendants of the specific provisions of the California Labor Code alleged to have been
4 violated, including the facts and theories in support of the alleged violations. Plaintiff
5 accompanied her LWDA notice with a fee in the amount of \$75.00. A true and correct copy of
6 Plaintiff’s written notice to the LWDA dated August 28, 2020 is attached hereto as **Exhibit A**.
7 The LWDA has not responded to Plaintiff’s letter.

8 73. Pursuant to California Labor Code § 2699(g), Plaintiff and the aggrieved
9 employees are entitled to an award of civil penalties, reasonable attorneys’ fees, and costs in
10 connection with their claims for civil penalties.

11 **PRAYER FOR RELIEF**

12 WHEREFORE, Plaintiff, on behalf of herself and the Class, prays for relief and judgment
13 against Defendants as follows:

- 14 A. An order that the action be certified as a class action;
- 15 B. An order that Plaintiff be appointed class representative;
- 16 C. An order that counsel for Plaintiff be appointed class counsel;
- 17 D. Unpaid wages;
- 18 E. Actual damages;
- 19 F. Statutory damages;
- 20 G. Liquidated damages;
- 21 H. Restitution;
- 22 I. Declaratory relief;
- 23 J. Equitable relief;
- 24 K. Statutory penalties;
- 25 L. Civil Penalties
- 26 M. Pre-judgment and post-judgment interest;
- 27 N. Costs of suit;
- 28 O. Interest;
- P. Reasonable attorneys’ fees; and
- Q. Such other relief as the Court deems just and proper.

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DEMAND FOR JURY TRIAL

Plaintiff, on behalf of herself and all others similarly situated, hereby demands a jury trial on all issues so triable.

Respectfully submitted,

THE SPIVAK LAW FIRM

Dated: December 4, 2020

By: 
DAVID SPIVAK
CARL KAPLAN
Attorneys for Plaintiff, Erica Davenport and all
others similarly situated



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