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 CORINNE SPECTER, individually and on behalf of other aggrieved employees.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF LOS ANGELES – WEST JUDICIAL DISTRICT**

CORINNE SPECTER, individually and on  
 behalf of other aggrieved employees.

Plaintiff,

vs.

CSS PAYROLL CO, L.P.; CITY STORAGE  
 SYSTEMS LLC and DOES 1 through 25,  
 inclusive,

Defendants.

CASE NO. **22STCV13634**  
 [Unlimited Civil Jurisdiction]

**COMPLAINT FOR ENFORCEMENT UNDER  
 THE PRIVATE ATTORNEYS GENERAL ACT,  
 CALIFORNIA LABOR CODE § 2698, ET SEQ.**

1. Private Attorney General Act (Lab. C. §2698, *et seq.*).

**DEMAND FOR JURY TRIAL**

COMES NOW Plaintiff, CORINNE SPECTER individually and on behalf of other aggrieved employees. for causes of action against Defendants CSS PAYROLL CO, L.P.; CITY STORAGE SYSTEMS LLC and DOES 1 through 25, inclusive and complains and alleges upon information and belief as follows:

**PARTIES**

1. Plaintiff CORINNE SPECTER (“Plaintiff”) at all times relevant to this action, resided in Orange County, California.

2. Plaintiff is informed and believes, and thereon alleges that Defendant CSS PAYROLL CO, L.P. (“CSS”) is a Delaware corporation with its principal place of business in Beverly Hills, California.

3. Plaintiff is informed and believes, and thereon alleges that Defendant CITY STORAGE SYSTEMS LLC (“CITY STORAGE”) is a Delaware corporation with its principal place of business in Los Angeles, California.

4. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, associate or otherwise, of the Defendants sued herein under fictitious names Does 1 through 25, inclusive, and for that reason sues said Defendants, and each of them, by such fictitious names. Plaintiff is informed, believes, and thereupon alleges that each of the Defendants Does 1 through 25, inclusive, is and was in some manner responsible for, participated in, or contributed to the matters and things of which Plaintiff complains herein, and in some fashion has legal responsibility, therefore. When Plaintiff ascertains the names and capacities of the fictitiously named Defendants Does 1 through 25, inclusive, Plaintiff will seek leave to amend this Complaint to set forth such facts.

5. Plaintiff is informed, believes, and there upon alleges that each Defendants is, and at all times relevant herein was, the agent of his, her, or its co-Defendants, and in committing the acts alleged herein, was acting within the scope of his, her, or its authority as such agent, and with the knowledge, permission, and consent of his, her, or its co-Defendants.

6. Defendants, jointly and severally, employed Plaintiff and other Aggrieved Employees as an hourly-paid, nonexempt employees in the State of California. Defendants had the authority to hire and terminate Plaintiff and other Aggrieved Employees, to set work rules and conditions governing Plaintiff's and other Aggrieved Employees' employment, and to supervise Plaintiff's and other Aggrieved Employees' daily employment activities. Defendants directly hired and paid wages and benefits to Plaintiff and other Aggrieved Employees. Defendants exercised sufficient authority over the terms and conditions of Plaintiff's and other Aggrieved Employees' employment for them to be a joint employer.

7. CSS, CITY STORAGE and DOES 1 through 25, shall collectively be referred to in this Complaint as “Defendants” when applicable.

## JURISDICTION & VENUE

8. This action is brought pursuant to the California Private Attorneys General Act (“PAGA”), California *Labor Code* sections 2698, *et seq.* The penalties and other remedies sought by

Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. It is believed that the total sum owed to Plaintiff and other Aggrieved Employees (“Aggrieved Employees” is defined for all purposes herein as all current and/or former employees of Defendants CSS PAYROLL CO, L.P.; CITY STORAGE SYSTEMS LLC and DOES 1 through 25, inclusive who are/were correctly classified as hourly-paid or non-exempt employees but who Defendants misclassified as exempt employees) alleged herein is less than \$5,000,000.00, based upon the anticipated number of Aggrieved Employees and the amount in controversy for each member of the Aggrieved Employees.

9. This Court has jurisdiction over this action and the matters alleged herein pursuant to the grant of original jurisdiction set forth in Article VI, Section 10 of the California Constitution. The statutes under which this action is brought do not specify any other basis for jurisdiction.

10. Additionally, this Court has jurisdiction over Defendants because, upon information and belief, Defendants are either citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by this Court consistent with traditional notions of fair play and substantial justice.

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

## GENERAL ALLEGATIONS

12. Plaintiff is informed and believes, and thereon alleges, that Defendant is engaged in the business of repurposing distressed real estate assets like parking lots or abandoned strip malls.

13. On or about April 9, 2019, Defendants hired Plaintiff as an inside salesperson and later a recruiter.

14. At all relevant times during her employment, Defendant regularly required Plaintiff and other Aggrieved Employees to:

a. work in excess of eight (8) hours in a day and/or forty (40) hours in a week without overtime premium wages.;

- 1           b. work in excess of twelve (12) hours in a day and/or eight hours eight hours on the  
2           seventh day of a workweek without overtime premium wages;
- 3           c. work in excess of five (5) and/or ten (10) hours per day without being provided a first  
4           and/or second meal period and not being compensated one (1) hour of pay at his regular  
5           rate of compensation for each workday that a meal period was not provided, all in  
6           violation of California labor laws, regulations, and Industrial Welfare Commission  
7           Wage Orders;
- 8           d. work without being provided a minimum ten (10) minute rest period for every four (4)  
9           hours or major fraction thereof worked and not being compensated one (1) hour of pay  
10          or other compensation at his regular rate of compensation for each workday that a rest  
11          period was not provided.

12          15. Defendants failed to properly compile, account for, and pay Plaintiff and other  
13 Aggrieved Employees for all hours worked. Defendants classified Plaintiff and other Aggrieved  
14 Employees as exempt employees. However, their exempt classification violates Cal. Lab. C. §515 and  
15 California wage orders because the duties performed by Plaintiff and other Aggrieved Employees fall  
16 outside of the contemplated exemptions therein. Upon information and belief, at all relevant times  
17 Defendants did not pay Plaintiff or Aggrieved Employees commissions of 50% or more of their  
18 respective incomes. Plaintiff's employment, as well as the employment of all other similarly  
19 misclassified employees employed by Defendants in California violated labor laws in the following  
20 ways.

21          16. Defendants failed to pay all wages, including overtime wages, to Plaintiff and other  
22 Aggrieved Employees in violation of Labor Code Sections 246, 510, 558, 1194, 1194.2, 1197, 1197.1,  
23 1198, and the applicable IWC Wage Order.

24          17. Defendants failed to pay premium wages to Plaintiff and other Aggrieved Employees  
25 who were denied proper meal periods, in violation of Labor Code Sections 226.7, 512, 558, and the  
26 applicable IWC Wage Order. Plaintiff and other Aggrieved Employees were routinely denied, and not  
27 authorized to take, a proper, timely, uninterrupted, 30-minute meal period for every shift worked that  
28 exceeded 5 hours, or a second, proper, timely, uninterrupted, 30-minute meal period for every shift

1 worked that exceeded 10 hours but were not paid premium wages of one-hour at their regular rate of  
2 pay for each missed, short, or interrupted meal period.

3 18. Defendants failed to pay premium wages to Plaintiff and other Aggrieved Employees  
4 who were denied proper rest periods, in violation of Labor Code Sections 226.7, 558, and the  
5 applicable IWC Wage Order. Plaintiff and other Aggrieved Employees were routinely unable, and not  
6 authorized, to take 10-minute uninterrupted rest periods for every 4 hours worked or major fraction  
7 thereof but were not paid premium wages of one-hour at their regular rate of pay for each missed,  
8 short, or interrupted rest period.

9 19. Defendants failed to issue Plaintiff and other Aggrieved Employees wage statements  
10 that fully and accurately itemized the requirements set forth in Labor Code Section 226(a), in violation  
11 of Labor Code Section 226 and 226.3. As a result of the violations described above, Plaintiff and other  
12 aggrieved employees received wage statements that failed to accurately state all applicable hourly  
13 rates in effect during the pay period and the corresponding number of hours worked at each hourly  
14 rate by the employee.

15 20. Defendant further failed to pay Plaintiff and other Aggrieved Employees all wages due  
16 at throughout their employment and at the separation of their employment based on the time frames  
17 required by Labor Code Sections 201-204 and 210 as a result of the violations described above.

18 21. 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 certain  
20 wages for overtime compensation and that they were not receiving wages for overtime compensation.

21 22. Defendants' conduct described herein was undertaken, authorized, and/or ratified  
22 Defendants' officers, directors and/or managing agents who were authorized and empowered to make  
23 decisions that reflect and/or create policy for Defendants. The aforementioned conduct of said  
24 managing agents and individuals was therefore undertaken on behalf of Defendants who further had  
25 advanced knowledge of the actions and conduct of said individuals whose actions and conduct were  
26 ratified, authorized, and approved by managing agents whose precise identities are unknown to  
27 Plaintiff at this time and are therefore identified and designated herein as DOES 1 through 20,  
28

1 inclusive.

2 23. Because the acts taken toward Plaintiff were carried out by officers, directors and/or  
3 managing agents acting in a deliberate, cold, callous, cruel and intentional manner, in conscious  
4 disregard of Plaintiff's rights and in order to injure and damage Plaintiff, Plaintiff requests that punitive  
5 damages be levied against Defendants and each of them, in sums in excess of the jurisdictional minimum  
6 of this Court.

7 **PAGA ALLEGATIONS**

8 24. At all times herein set forth, PAGA was applicable to Plaintiff's employment with  
9 Defendants.

10 25. At all times herein set forth, PAGA provides that any provision of law under the  
11 California Labor Code that provides for a civil penalty to be assessed and collected by the California  
12 Labor & Workforce Development Agency ("LWDA") for Labor Code violations may, as an  
13 alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself  
14 and other current or former employees pursuant to procedures outlined in California *Labor Code*  
15 section 2699.3.

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

19 27. Plaintiff was employed by Defendants, and the alleged violation was committed against  
20 her during her time of employment, and she is therefore an aggrieved employee. Plaintiff and other  
21 employees of Defendants are "aggrieved employees" as defined by California Labor Code section  
22 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged  
23 violations were committed against them.

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

- 27 a. The aggrieved employee shall give written notice by online submission (hereinafter  
28 "Employee's Notice") to the Labor & Workforce Development Agency (hereinafter

1 “LWDA”) and by U.S. Certified Mail to the employer of the specific provisions of the  
2 California Labor Code alleged to have been violated, including the facts and theories  
3 to support the alleged violations.

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

12 29. On February 10, 2022, Plaintiff provided written notice by online submission to the  
13 LWDA and by U.S. Certified Mail to Defendant of the specific provisions of the California Labor  
14 Code alleged to have been violated, including the facts and theories to support the alleged violations.  
15 Plaintiff has not received an LWDA Notice within sixty-five (65) calendar days of the date of  
16 Plaintiff’s notice.

17 30. Therefore, Plaintiff has satisfied the administrative prerequisites under California  
18 Labor Code section 2699.3(a) to recover civil penalties against Defendants, in addition to other  
19 remedies, for violations of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 246,  
20 510, 512, 515, 558, 1194, 1194.2, 1197.1, and 1198.

21 **FIRST CAUSE OF ACTION**

22 **California Private Attorneys General Act, Labor Code § 2699, *et seq.***

23 **(Against all Defendants)**

24 31. Plaintiff refers to and incorporates herein by reference all of the above paragraphs as  
25 though fully set forth herein.

26 32. Under the Private Attorneys General Act of 2004, Cal. Labor Code §§ 2698-2699.5, an  
27 aggrieved employee, on behalf of himself or herself and other current or former employees, may  
28

1 recover penalties under any provision of the Cal. Labor Code that provides for civil penalties. These  
2 penalties are in addition to any other relief available under the Cal. Labor Code.

3 33. As set forth above, Defendant has committed numerous violations for which the Labor  
4 Code provides for penalties, including violations of Cal. Labor Code sections 201, 202, 203, 204, 210,  
5 226, 226.7, 246, 510, 512, 515, 558, 1194, 1194.2, 1197.1, and 1198.

6 34. Plaintiff and the other employees who are correctly classified as hourly-paid or non-  
7 exempt employees but who Defendants classified as exempt are “Aggrieved Employees” as defined  
8 by California Labor Code section 2699(c) in that they are all current or former employees of  
9 Defendants, and one or more of the alleged violations was committed against them.

10 26. The Plaintiff has provided written notice by certified mail to the LWDA and to  
11 Defendant of the legal claims and theories of this case. Sixty-five days have passed since the postmark  
12 date of the written notice to the LWDA, and Plaintiff has not received notification from the LWDA  
13 that it intends to investigate the alleged violations. Accordingly, Plaintiff has exhausted administrative  
14 remedies as required by Cal. Labor Code § 2699.3.

15 27. As a direct result of Defendant’s conduct as described, Plaintiff is entitled to recover,  
16 on her own behalf and on behalf of others similarly situated, the maximum civil penalties permitted  
17 by the Private Attorneys General Act from Defendants for all violations of Labor Code §§ 200, 204,  
18 226, 226.7, 510, 512, 1174, 1198 and 2802 as well as reasonable attorney’s fees and costs.

19 28. Defendant’s conduct of violating the California Labor Code constitutes violations of  
20 the PAGA. Therefore, Plaintiff requests penalties against Defendant under the provisions of PAGA  
21 section 2699(f).

22 29. The proper measure of damages and penalties under the PAGA is all Aggrieved  
23 Employees, whether a party to this action or not. Further, this claim needs no certification to proceed  
24 with class-wide recovery. See *Arias v. Superior Court* (2009) 46 Cal. 4th 969, 970-975.

25 30. Further, as a direct and proximate result of the conduct of Defendant, as set forth above,  
26 Plaintiffs were forced to incur substantial attorney’s fees and costs which are recoverable under  
27 California Labor Code Section 2699(g)(1).

28 **PRAYER**

1           WHEREFORE, Plaintiff, individually, and on behalf of aggrieved employees, pray for an  
2 award and judgment against Defendants, jointly and severally, as follows:

3           1.       For such general, special, and liquidated damages in amounts to be proven at the time of  
4 trial;

5           2.       For restitution of all monies due to Plaintiff, as well as disgorged profits from defendants'  
6 unfair and unlawful business practices;

7           3.       For punitive damages on applicable causes of action;

8           4.       For payment of unpaid overtime compensation pursuant to Labor Code §§ 201, 510, 1194,  
9 the applicable industrial Welfare Commission Order, and the applicable 8 Code of Regulation sections;

10          5.       For damages pursuant to Labor Code § 226;

11          6.       For waiting time penalties pursuant to Labor Code §§ 201-203;

12          7.       For interest on the unpaid wages at 10% per annum pursuant to California Labor Code §§  
13 218.6, 1194, and 2802, California Civil Code §§ 3287 and 3288, and/or any other applicable provision  
14 providing for pre-judgment interest;

15          8.       For declaratory relief;

16          9.       For statutory and civil penalties according to proof, including but not limited to all  
17 penalties authorized by the California Labor Code § 2699;

18          10.       For preliminary and permanent injunctive relief enjoining Defendants from violating the  
19 relevant provisions of the California Labor Code and IWC Wage Order No. 5-2001 or other applicable  
20 Wage Order and from engaging in the unlawful business practices complained of herein;

21          11.       For an award of interest, including prejudgment interest, at the legal rate;

22          12.       For an award of reasonable attorneys' fees and costs on the applicable causes of action  
23 pursuant to California Labor Code §§ 226, 1194, 2699, and 2802, California Civil Code 1021.5, and any  
24 other applicable provisions providing for attorneys' fees and costs;

25          13.       For costs of suit incurred; and

26          14.       For such other and further relief as the Court may deem just and appropriate.

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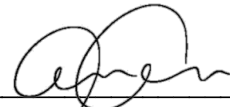
**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a jury trial.

DATED: April 18, 2022

STARPOINT, LC

By: \_\_\_\_\_



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