

1 **Aidin D. Ghavimi, Esq. (State Bar No. 305808)**
 2 **John Vafa, Esq. (State Bar No. 306059)**
 3 **Ilana N. Fine, Esq. (State Bar No. 331075)**
 4 **STARPOINT, LC**
 5 **15233 Ventura Boulevard, PH-16**
 6 **Sherman Oaks, California 91403**
 7 **T: (310) 424-9971**
 8 **F: (424) 255-4035**
 9 **info@starpointlaw.com**

10 Attorneys for Plaintiff,
 11 CORINNE SPECTER, individually and on behalf of other aggrieved employees.

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

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

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

18 Plaintiff,

19 vs.

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

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

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

28 Defendants.

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.

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

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

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

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

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

26 **JURISDICTION & VENUE**

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

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

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

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

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

20 **GENERAL ALLEGATIONS**

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

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

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

- 27 a. work in excess of eight (8) hours in a day and/or forty (40) hours in a week without
28 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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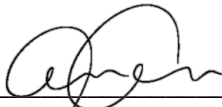
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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial.

DATED: April 18, 2022

STARPOINT, LC

By:  _____

AIDIN GHAVIMI, ESQ.
JOHN VAFA, ESQ.
ILANA FINE, ESQ.
Attorneys for Plaintiff,
CORINNE SPECTER, individually and on behalf
of other aggrieved employees.