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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
14 **COUNTY OF SAN FRANCISCO**

15 LEO NOCENTELLI, an individual,  
16

17 Plaintiff,

18 vs.

19 TRAVELODGE HOTELS, INC., a Delaware  
20 corporation, RTRN INVESTMENT, LLC, a  
21 California limited liability company, and DOES  
22 1-50,

23 Defendants.  
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**ENDORSED  
FILED**  
Superior Court of California  
County of San Francisco

SEP 30 2014

**CLERK OF THE COURT**  
BY: ROSSALY DELAVEGA-NAVARRO  
Deputy Clerk

CGC-14-541910

) Case No.

) **COMPLAINT FOR DAMAGES**

) **1. Discrimination Under the Unruh Civil  
Rights Act [Cal. Civ. Code § 51]**

) **2. Intentional Infliction of Emotional  
Distress**

) **3. Negligent Infliction of Emotional  
Distress**

) **4. Negligence**

) **DEMAND FOR JURY TRIAL**

**COMPLAINT FOR DAMAGES; DEMAND FOR JURY TRIAL**

**FAXED**

1 Plaintiff Leo Nocentelli hereby makes the following allegations in support of this  
2 Complaint:

3 **INTRODUCTION**

4 1. This action stems from the reprehensible and blatant race discrimination to  
5 which Mr. Nocentelli, a world-famous musician, was subjected while attempting to check  
6 himself and his bandmates, all African American, into rooms at the San Francisco Travelodge  
7 Central on October 18, 2012. Although the rooms had been pre-paid, the Travelodge employee  
8 insisted upon a cash deposit for “incidentals,” despite the fact that the Travelodge did not have  
9 a restaurant or other amenities Mr. Nocentelli and his bandmates could conceivably use.  
10 Another Caucasian band member, who had checked in earlier, was not subject to this  
11 requirement. The Travelodge employee later made this odious racism plain when he explained  
12 that Travelodge Central did not take credit cards from “those people” – i.e. black people. Such  
13 overt, outrageous conduct is reminiscent of a time Mr. Nocentelli thought, or at least hoped,  
14 had long since passed.

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16 **JURISDICTION AND VENUE**

17 2. The Court has personal jurisdiction over Defendants because they are residents  
18 of and/or do business in California.

19 3. Venue is proper in this Court in accordance with Section 395(a) of the California  
20 Code of Civil Procedure because (a) the Defendants, or some of them, reside in San Francisco  
21 and (b) the injuries occurred in the City and County of San Francisco.

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23 **PARTIES**

24 4. Plaintiff LEO NOCENTELLI is a resident of Los Angeles County, California,  
25 and a world-renowned musician. As lead guitarist and composer for The Meters, Mr.  
26 Nocentelli pioneered a syncopated funk style that won international acclaim for himself and  
27 The Meters, who were honored in 2001 with the Grammy Lifetime Achievement Award. As  
28 stated by the Rock and Roll Hall of Fame (who nominated The Meters for induction in 2014):

1 “The Meters were not only the leading instrumental unit to emerge from the great musical  
2 gumbo of New Orleans, they were also one of the tightest and hardest-grooving ensembles  
3 R&B has ever seen.” In addition to the wide-ranging influence and success of The Meters,  
4 which remain one of the most-frequently sampled bands of all time, Mr. Nocentelli has  
5 recorded with a dazzling array of Grammy-Award-winning talent, including Stevie Wonder,  
6 Bonnie Raitt, The Winans, The Supremes, The Temptations, Paul McCartney, Dr. John, Sting,  
7 Peter Gabriel, Robert Palmer, George Duke, The Dells, Jack Bruce, The Manhattan Transfer,  
8 and others – not to mention other international stars including Mavis Staple, Etta James, Maceo  
9 Parker, Professor Longhair, Willie T, James Black, Lee Dorsey, James Booker, and Jess Roden.

10 5. Defendant RTRN INVESTMENT, LLC, is a California limited liability  
11 company and a citizen of the State of California. RTRN Investment owns and operates the  
12 Travelodge Central, a place of public accommodation, located at 1707 Market Street, San  
13 Francisco, California 94103.

14 6. Defendant TRAVELODGE HOTELS, INC. (“THI”) is a Delaware corporation.  
15 On information and belief, there are 430 separate Travelodge hotels within the State of  
16 California, including nine separate locations in or around San Francisco. On information and  
17 belief, at all times relevant herein, THI retained substantial control over the operations of the  
18 Travelodge Central as relevant to the allegations herein, including but not limited to its  
19 imposition of training requirements for Travelodge Central management and staff, its  
20 implementation of rules and restrictions governing employee conduct, and its insistence on  
21 franchisee compliance with THI’s proprietary System Standards, Standards of Operation,  
22 and/or Design Manual.

23 7. Plaintiff is informed and believes that Defendant DOES 1 through 50 are  
24 employees and/or agents of RTRN Investment and/or THI. Plaintiff is ignorant of the true  
25 identities and capacities of Defendants DOES 1-50 and for that reason sues those Defendants  
26 by such fictitious names. Plaintiff is informed and believes and thereon alleges that each of the  
27 fictitiously named Defendants is in some manner and to some extent liable for the injuries  
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1 alleged in this Complaint. Plaintiff will seek leave to amend this Complaint to allege the true  
2 identities and capacities of these fictitiously named Defendants when they are ascertained.

3 8. At all times pertinent hereto, Defendants, and each of them, were the agents,  
4 representatives, employees, successors, assigns, parents, subsidiaries, and/or affiliates, each of  
5 the other, and were acting within the course and scope of their authority as such agents,  
6 representatives, employees, successors, assigns, parents, subsidiaries, and/or affiliates.

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8 **STATEMENT OF FACTS**

9 9. Mr. Nocentelli came to San Francisco on Thursday, October 18, 2012, to play  
10 with his band, The Meters Experience, at the Brick & Mortar Music Hall. Aside from Mr.  
11 Nocentelli, legendary guitarist for The Meters, the band consisted of three other world-class  
12 musicians: Bill Dickens, Felix Pollard, and Rich Vogel. Like Mr. Nocentelli, both Mr. Dickens  
13 and Mr. Pollard are African American; Mr. Vogel is Caucasian.

14 10. At around 7:00 p.m., after a sound check at the Brick & Mortar, the band walked  
15 to their nearby hotel, the San Francisco Travelodge Central, where their rooms had been  
16 reserved and paid for by Jason Perkins – a managing partner at Parish Entertainment Group,  
17 which owns the Brick & Mortar.

18 11. Mr. Vogel, who had checked in earlier in the day, had accessed his room without  
19 difficulty. However, when Mr. Nocentelli and his bandmates approached the lobby, which was  
20 locked, the Travelodge employee at the desk did not buzz them in, forcing them to stand  
21 outside and communicate through a security window. When Mr. Nocentelli requested the keys  
22 to their rooms, explaining that the rooms had already been paid for, the Travelodge employee  
23 insisted that he pay \$100 cash deposit for incidentals. Mr. Vogel, in contrast, had not been  
24 asked to pay a cash deposit when he checked in.

25 12. When Mr. Nocentelli asked the employee why the deposit was required,  
26 considering the hotel had no restaurant or other amenities, the employee said that the deposit  
27 was for the in-room telephones. Mr. Nocentelli showed the employee his iPhone and requested  
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1 that the telephone in his room be disabled, but the employee insisted upon the deposit  
2 nonetheless.

3 13. Despite his misgivings at being treated in this manner, Mr. Nocentelli relented  
4 and provided the employee \$100 cash as was demanded. When Mr. Nocentelli again requested  
5 the keys to the rooms, the employee demanded \$200 more to cover the other band members.  
6 Although Mr. Nocentelli asked Mr. Dickens and Mr. Pollard to contribute for the deposit, the  
7 Travelodge employee then declared that he did not want the three men to stay at the Travelodge  
8 at all.

9 14. Mr. Nocentelli called Mr. Perkins and informed him that the Travelodge  
10 employee was refusing to let them stay at the hotel. Mr. Perkins arrived with his wife shortly  
11 thereafter, and proceeded to inquire of the Travelodge employee as to why he was refusing to  
12 provide the keys to the pre-paid rooms. The employee continued to refuse Mr. Nocentelli and  
13 his bandmates access to their rooms at the hotel.

14 15. In the course of Mr. Perkins' conversation with the Travelodge employee, the  
15 employee asked Mr. Perkins why he sent "these guys" to the hotel instead of the "white guys"  
16 he usually sent. The Travelodge employee then stated that "we don't take credit cards from  
17 those people." Mr. Perkins asked the Travelodge employee what he meant by the phrase "those  
18 people." The employee pointed at Mr. Nocentelli and his bandmates and said again, "Those  
19 people." Mr. Perkins again asked the Travelodge employee what he meant. The employee  
20 said, "Black people. We don't take credit cards from black people."

21 16. Shocked by the overt racism the Travelodge employee exhibited, Mr. Perkins  
22 called the police, who stated that they had been called to the hotel on previous occasions for the  
23 same reason. However, the police also stated that they could not force the Travelodge  
24 employee to give Mr. Nocentelli and his companions their rooms. Accordingly, the band  
25 sought accommodation elsewhere.

26 17. The appalling, flagrant race discrimination to which Mr. Nocentelli was  
27 deliberately subjected caused him extreme and lasting mental and emotional distress. The  
28 experience was particularly traumatizing in that it evoked memories from Mr. Nocentelli's

1 childhood, growing up in the segregated South. Mr. Nocentelli will likely live with the pain of  
2 this incident for the rest of his life.

3 18. On information and belief, although Mr. Perkins submitted a complaint to the  
4 San Francisco Human Rights Commission following the incident, neither THI nor RTRN  
5 Investment undertook any disciplinary or corrective measures as a result of the Travelodge  
6 Central's overt discriminatory practices.

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8 **FIRST CAUSE OF ACTION**

9 **DISCRIMINATION UNDER THE UNRUH CIVIL RIGHTS ACT (Cal. Civ. Code § 51)**

10 (Against All Defendants, including DOES 1 through 50)

11 19. Plaintiff realleges and incorporates by reference as though fully set forth herein  
12 the allegations set forth in the preceding paragraphs.

13 20. The Unruh Civil Rights Act states: "All persons within the jurisdiction of this  
14 state are free and equal, and no matter what their sex, race, color, religion, ancestry, national  
15 origin, disability, medical condition, genetic information, marital status, or sexual orientation  
16 are entitled to the full and equal accommodations, advantages, facilities, privileges, or services  
17 in all business establishments of every kind whatsoever." (Cal. Civ. Code § 51(b).) California  
18 Civil Code section 51.5 further states: "No business establishment of any kind whatsoever shall  
19 discriminate against, boycott or blacklist, or refuse to buy from, contract with, sell to, or trade  
20 with any person in this state on account of any characteristic listed or defined in subdivision (b)  
21 or (e) of Section 51 . . ."

22 21. On October 18, 2012, Defendants deprived Mr. Nocentelli of the full and equal  
23 accommodations, advantages, facilities, privileges, and services of the Travelodge Central.

24 22. Defendants deprived Mr. Nocentelli of the full and equal accommodations,  
25 advantages, facilities, privileges, and services of the Travelodge Central by reason of his color,  
26 and/or race, and/or ancestry, in violation of California Civil Code sections 51 and 51.5.

27 23. Plaintiff is informed and believes, and thereon alleges, that the Defendants, and  
28 each of them, by engaging in the aforementioned acts and/or in authorizing and/or ratifying



1 intent of causing Mr. Nocentelli to suffer emotional distress or with reckless disregard as to  
2 whether their conduct would cause him to suffer such distress.

3 29. By the aforesaid acts and omissions of Defendants, and each of them, Mr.  
4 Nocentelli has been directly and legally caused to suffer actual damages as described above.

5 30. As a further direct and legal result of the acts and conduct of Defendants, and  
6 each of them, as aforesaid, Mr. Nocentelli has been caused to and did suffer and continues to  
7 suffer severe mental and emotional distress.

8 31. Defendants engaged in the acts alleged herein and/or condoned, permitted,  
9 authorized, directed, approved, and/or ratified the conduct of their staff, employees, agents,  
10 franchisees, subsidiaries, and/or other representatives and are therefore vicariously liable for the  
11 wrongful conduct thereof.

12 32. Plaintiff is informed and believes, and thereon alleges, that the Defendants, and  
13 each of them, by engaging in the aforementioned acts and/or in authorizing and/or ratifying  
14 such acts, engaged in willful, malicious, intentional, oppressive and despicable conduct, and  
15 acted with willful and conscious disregard of Mr. Nocentelli's rights, welfare and safety, and  
16 that an officer, director, or managing agent of Defendants RTRN Investment and/or THI had  
17 advance knowledge of the unfitness of the Travelodge Central and its employees yet employed  
18 them with a conscious disregard of the rights or safety of others, and/or authorized or ratified  
19 the wrongful conduct alleged herein, thereby justifying the award of punitive and exemplary  
20 damages, in an amount to be determined at trial, against all Defendants.

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22 **THIRD CAUSE OF ACTION**

23 **NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

24 (Against All Defendants, including DOES 1 through 50)

25 33. Plaintiff realleges and incorporates by reference as though fully set forth herein  
26 the allegations contained in the preceding paragraphs.

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1           34.     Mr. Nocentelli was owed a duty of due care by Defendants, and each of them, to  
2 ensure that he was not exposed to foreseeable harms and, in particular, not to discriminate  
3 against Mr. Nocentelli based on his color, and/or race, and/or ancestry.

4           35.     Defendants, and each of them, knew, or should have known, that Mr. Nocentelli  
5 was being, or would be, subjected to the conduct as alleged herein, and knew, or should have  
6 known, that subjecting Mr. Nocentelli to such conduct and/or failing to exercise due care to  
7 prevent any other employee, officer, agent or supervisor from engaging in such conduct, could  
8 and would cause Mr. Nocentelli to suffer severe emotional distress.

9           36.     Defendants, and each of them, breached their duty of due care by engaging in  
10 such conduct, by failing to take any and all reasonable steps to halt such conduct and/or to  
11 prevent such conduct from occurring, and by failing to take appropriate corrective action  
12 following such conduct.

13          37.     Defendants, and each of them, also failed to exercise their duty of due care to  
14 prevent their employees, managers, supervisors and/or officers from discriminating against Mr.  
15 Nocentelli.

16          38.     By the aforesaid acts and omissions of Defendants, and each of them, Mr.  
17 Nocentelli has been directly and legally caused to suffer damages as alleged herein.

18          39.     As a further direct and proximate result of the acts and conduct of Defendants,  
19 and each of them, as aforesaid, Mr. Nocentelli has been caused to and did suffer and continues  
20 to suffer severe and extreme mental and emotional distress.

21          40.     Defendants engaged in the acts alleged herein and/or condoned, permitted,  
22 authorized, directed, approved, and/or ratified the conduct of their staff, employees, agents,  
23 franchisees, subsidiaries, and/or other representatives and are therefore vicariously liable for the  
24 wrongful conduct thereof.

25          41.     Plaintiff is informed and believes, and thereon alleges, that the Defendants, and  
26 each of them, by engaging in the aforementioned acts and/or in authorizing and/or ratifying  
27 such acts, engaged in willful, malicious, intentional, oppressive and despicable conduct, and  
28 acted with willful and conscious disregard of Mr. Nocentelli's rights, welfare and safety, and

1 that an officer, director, or managing agent of Defendants RTRN Investment and/or THI had  
2 advance knowledge of the unfitness of the Travelodge Central and its employees yet employed  
3 them with a conscious disregard of the rights or safety of others, and/or authorized or ratified  
4 the wrongful conduct alleged herein, thereby justifying the award of punitive and exemplary  
5 damages, in an amount to be determined at trial, against all Defendants.

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7 **FOURTH CAUSE OF ACTION**

8 **NEGLIGENCE**

9 (Against All Defendants, including DOES 1 through 50)

10 42. Plaintiff realleges and incorporates by reference as though fully set forth herein  
11 the allegations contained in the preceding paragraphs.

12 43. Mr. Nocentelli was owed a duty of due care by Defendants, and each of them, to  
13 ensure that he was not exposed to foreseeable harms and, in particular, not to discriminate  
14 against Mr. Nocentelli based on his color, and/or race, and/or ancestry.

15 44. Defendants, and each of them, knew, or should have known, that Mr. Nocentelli  
16 was being, or would be, subjected to the conduct as alleged herein, and knew, or should have  
17 known, that subjecting Mr. Nocentelli to such conduct and/or failing to exercise due care to  
18 prevent any other employee, officer, agent or supervisor from engaging in such conduct, could  
19 and would cause Mr. Nocentelli injuries as alleged herein.

20 45. Defendants, and each of them, breached their duty of due care by failing to take  
21 any and all reasonable steps to halt such conduct and/or to prevent such conduct from  
22 occurring, and by failing to take appropriate corrective action following such conduct.

23 46. Defendants, and each of them, also failed to exercise their duty of due care to  
24 prevent the employees, managers, supervisors and/or officers of RTRN Investment from  
25 discriminating against Mr. Nocentelli.

26 47. By the aforesaid acts and omissions of Defendants, and each of them, Mr.  
27 Nocentelli has been directly and legally caused to suffer damages as alleged herein.

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1           48.     As a further direct and proximate result of the acts and conduct of Defendants,  
2 and each of them, as aforesaid, Mr. Nocentelli has been caused to and did suffer and continues  
3 to suffer severe and extreme mental and emotional distress.

4           49.     Defendants engaged in the acts alleged herein and/or condoned, permitted,  
5 authorized, directed, approved, and/or ratified the conduct of their staff, employees, agents,  
6 franchisees, subsidiaries, and/or other representatives and are therefore vicariously liable for the  
7 wrongful conduct thereof.

8           50.     Plaintiff is informed and believes, and thereon alleges, that the Defendants, and  
9 each of them, by engaging in the aforementioned acts and/or in authorizing and/or ratifying  
10 such acts, engaged in willful, malicious, intentional, oppressive and despicable conduct, and  
11 acted with willful and conscious disregard of Mr. Nocentelli's rights, welfare and safety, and  
12 that an officer, director, or managing agent of Defendant THI had advance knowledge of the  
13 unfitness of the Travelodge Central and its employees yet employed them with a conscious  
14 disregard of the rights or safety of others, and/or authorized or ratified the wrongful conduct  
15 alleged herein, thereby justifying the award of punitive and exemplary damages, in an amount  
16 to be determined at trial, against all Defendants named in this cause of action.

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**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff prays for judgment as follows:

1. General damages, according to proof;
2. Compensatory damages, according to proof;
3. Loss of earnings and other economic or pecuniary damages, according to proof;
4. Punitive or exemplary damages, according to proof;
5. Costs of suit;
6. Attorneys' fees on the first cause of action;
7. Injunctive relief on the first cause of action;
8. Treble damages as authorized on the first cause of action;
9. Prejudgment interest to the extent allowable by law; and
10. Such other and further relief as the Court deems just and proper.

DATED: September 30, 2014

SCHONBRUN DESIMONE SEPLOW  
HARRIS & HOFFMAN LLP

By  \_\_\_\_\_  
Benjamin Schonbrun

Attorneys for Plaintiff,  
LEO NOCENTELLI

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**DEMAND FOR JURY TRIAL**

Plaintiff further requests a trial by jury on all issues so triable.

DATED: September 30, 2014

SCHONBRUN DESIMONE SEPLOW  
HARRIS & HOFFMAN LLP

By   
Benjamin Schonbrun  
Attorneys for Plaintiff,  
LEO NOCENTELLI