

1 JUSTICE LAW CORPORATION
2 Douglas Han (SBN 232858)
3 ghan@justicelawcorp.com
4 Shunt Tatavos-Gharajeh (SBN 272164)
5 statavos@justicelawcorp.com
6 Jason Rothman (SBN 304961)
7 jrothman@justicelawcorp.com
8 751 N. Fair Oaks Ave., Suite 101
9 Pasadena, California 91103
10 Telephone: (818) 230-7502
11 Facsimile: (818) 230-7259
12 Attorneys for Plaintiff Joseph Sapp
13 on behalf of himself and all others similarly situated

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
06/15/2021 at 12:45:00 PM
Clerk of the Superior Court
By Melinda McClure, Deputy Clerk

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SAN DIEGO**

10 JOSEPH SAPP, individually, and on behalf
11 of other members of the general public
12 similarly situated;

13 Plaintiff,

14 v.

15 SOUND UNITED, LLC, a Delaware limited
16 liability company; and DOES 1 through 100,
17 inclusive;

18 Defendants.

Case No.: 37-2020-0042943-CU-OE-CTL

CLASS ACTION

Assigned for All Purposes To:

Hon. Kenneth J. Medel

Dept.: C-66

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Meal Periods)
- (3) Violation of California Labor Code § 226.7 (Rest Period);
- (4) Violation of California Labor Code §§ 1194 and 1197;
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages);
- (6) Violation of California Labor Code § 226(a);
- (7) Violation of California Labor Code §§ 2800 and 2802 (Business Expenses);
- (8) Violation of California Labor Code §§ 2698, *et seq.*;
- (9) Violation of California Business & Professions Code §§ 17200, *et seq.*

DEMAND FOR JURY TRIAL

Complaint Filed: November 23, 2020

COMES NOW, Plaintiff JOSEPH SAPP (“Plaintiff”), individually, and on behalf of other members of the general public similarly situated, amends the original filed Complaint to allege as follows:

JURISDICTION AND VENUE

1. This First Amended Class Action Complaint is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are 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 the California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, and/or transact business in the State of California, including the County of San Diego. The majority of the acts and omissions alleged herein relating to Plaintiff took place in the State of California. Defendants employed Plaintiff within the State of California, County of San Diego.

PARTIES

5. Plaintiff JOSEPH SAPP is an individual residing in the State of California.

6. Defendant DEI SALES, INC., a Florida corporation dba SOUND UNITED (“DEI”) lists its principal offices in Carlsbad, California. DEI has been listed as the employer on the wage statements, and other employment related documentation, issued to Plaintiff, and upon information and belief, the other Class Members, during the relevant time period.

7. At all relevant times, Defendant DEI was the “employer” of Plaintiff within the meaning of all applicable California laws and statutes.

8. At all times herein relevant, Defendants DEI and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization, and consent of each defendant designated herein.

9. The true names and capacities, whether corporate, associate, individual or otherwise, of Defendants DOES 1 through 100, inclusive, are unknown to Plaintiff, who sues said defendants by such fictitious names. Plaintiff is informed and believes, and based on that information and belief alleges, that each of the Defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiff and the other class members as alleged in this Complaint. Plaintiff will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

10. Defendants DEI and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

11. Plaintiff further alleges that Defendants directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff and the other class members so as to make each of said Defendants employers and employers liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

12. Plaintiff brings this action on his own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under Code of Civil Procedure section 382.

13. The proposed class is defined as follows:

All current and former California-based (i.e., currently “residing” in California with the intent to remain in California indefinitely) hourly-paid or non-exempt employees of Defendants within the State of California at any time during the period from May 29, 2016¹ to final judgment.

14. Plaintiff reserves the right to establish subclasses as appropriate.

15. The class is ascertainable and there is a well-defined community of interest in the litigation:

a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants’ employment records.

b. Typicality: Plaintiff’s claims are typical of all other class members’ claims as demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other class members with whom he has a well-defined community of interest.

c. Adequacy: Plaintiff will fairly and adequately protect the interests of each class member, with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other class members. Plaintiff’s attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and during the pendency of this action will continue to incur, costs and attorneys’ fees, that have been, are, and will be necessarily

¹ Per Emergency Rule 9 (Tolling statute of limitations for civil causes of action) of the Judicial Council’s Emergency Rules Related to COVID-19, all statute of limitations for civil causes of action that exceed 180 days are tolled from April 6, 2020 until October 1, 2020. Accordingly, Plaintiff’s claims were tolled during that time period.

1 expended for the prosecution of this action for the substantial benefit of
2 each class member.

3 d. Superiority: A class action is superior to other available methods for the
4 fair and efficient adjudication of this litigation because individual joinder
5 of all class members is impractical.

6 e. Public Policy Considerations: Certification of this lawsuit as a class
7 action will advance public policy objectives. Employers of this great
8 state violate employment and labor laws every day. Current employees
9 are often afraid to assert their rights out of fear of direct or indirect
10 retaliation. However, class actions provide the class members who are
11 not named in the complaint anonymity that allows for the vindication of
12 their rights.

13 16. There are common questions of law and fact as to the class members that
14 predominate over questions affecting only individual members. The following common
15 questions of law or fact, among others, exist as to the members of the class:

16 a. Whether Defendants' failure to pay wages, without abatement or
17 reduction, in accordance with the California Labor Code, was willful;

18 b. Whether Defendants failed to pay their hourly-paid or non-exempt
19 employees within the State of California for all hours worked, missed
20 meal periods and rest breaks in violation of California law;

21 c. Whether Defendants required Plaintiff and the other class members to
22 work over eight (8) hours per day and/or over forty (40) hours per week
23 and failed to pay the legally required overtime compensation to Plaintiff
24 and the other class members;

25 d. Whether Defendants properly calculated the regular rate for Plaintiff and
26 the other class members to worked overtime and earned incentive pay;

27 e. Whether Defendants deprived Plaintiff and the other class members of
28 meal and/or rest periods or required Plaintiff and the other class

- members to work during meal and/or rest periods without compensation;
- f. Whether Defendants failed to pay minimum wages to Plaintiff and the other class members for all hours worked;
- g. Whether Defendants failed to pay all wages due to Plaintiff and the other class members within the required time upon their discharge or resignation;
- h. Whether Defendants failed to timely pay all wages due to Plaintiff and the other class members during their employment;
- i. Whether Defendants complied with wage reporting as required by the California Labor Code, including, inter alia, section 226;
- j. Whether Defendants failed to reimburse class members for necessary business-related expenses and costs;
- k. Whether Defendants' conduct was willful or reckless;
- l. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.*;
- m. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- n. Whether Plaintiff and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

GENERAL ALLEGATIONS

17. During the relevant time period set forth herein, Defendants employed Plaintiff and other persons as hourly-paid or non-exempt employees within the State of California.

18. Defendants, jointly and severally, employed Plaintiff as an hourly-paid employee until January of 2020 in the State of California, County of San Diego.

19. Defendants had the authority to hire and terminate Plaintiff and the other class members; to set work rules and conditions governing Plaintiff's and other class members' employment; and to supervise their daily employment activities.

20. Defendants exercised sufficient authority over the terms and conditions of

1 Plaintiff and other class members' employment for them to be joint employers of Plaintiff and
2 the other class members.

3 21. Defendants directly hired and paid wages and benefits to Plaintiff and the other
4 class members.

5 22. Defendants continue to employ hourly-paid or non-exempt employees within the
6 State of California.

7 23. Plaintiff and the other class members worked over eight (8) hours in a day,
8 and/or forty (40) hours in a week during their employment with Defendants.

9 24. Plaintiff is informed and believes, and based thereon alleges, that Defendants
10 engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid or
11 non-exempt employees within the State of California. This scheme involved, inter alia, failing
12 to pay them for all hours worked, missed meal periods, and missed rest breaks in violation of
13 California law.

14 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants
15 knew or should have known that Plaintiff and the other class members were entitled to receive
16 certain wages for overtime compensation and that Plaintiff and the other class members were
17 not receiving wages for overtime compensation.

18 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 failed to provide Plaintiff and the other class members the required rest and meal periods
20 during the relevant time period as required under the Industrial Welfare Commission Wage
21 Orders and thus they are entitled to any and all applicable penalties.

22 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants
23 knew or should have known that Plaintiff and the other class members were entitled to receive
24 all timely and complete meal periods or payment of one additional hour of pay at Plaintiff's
25 and the other class members' regular rate of pay when a meal period was missed, late or
26 interrupted, and that Plaintiff and the other class members did not receive all timely and proper
27 meal periods or payment of one additional hour of pay at their regular rate of pay when a meal
28 period was missed.

1 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knew or should have known that Plaintiff and other class members were entitled to receive all
3 timely rest periods without interruption or payment of one additional hour of pay at Plaintiff
4 and the other class members' regular rate of pay when a rest period was missed, late or
5 interrupted, and that Plaintiff and the other class members did not receive all rest periods or
6 payment of one additional hour of pay at their regular rate of pay when a rest period was
7 missed.

8 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants
9 knew or should have known that Plaintiff and the other class members were entitled to receive
10 at least minimum wages for compensation and that Plaintiff and the other class members were
11 not receiving at least minimum wages for all hours worked.

12 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants
13 knew or should have known that Plaintiff and the other class members were entitled to receive
14 the wages owed to them upon discharge or resignation, including overtime and minimum
15 wages and meal and rest period premiums, and that Plaintiff and the other class members did
16 not, in fact, receive such wages owed to them at the time of their discharge or resignation.

17 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants
18 knew or should have known that Plaintiff and the other class members were entitled to receive
19 complete and accurate wage statements in accordance with California law, but, in fact, Plaintiff
20 and the other class members did not receive complete and accurate wage statements from
21 Defendants. The deficiencies included, inter alia, the failure to include the total number of
22 hours worked by Plaintiff and the other class members.

23 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants
24 knew or should have known that Plaintiff and the other class members were entitled to
25 reimbursement for necessary business-related expenses.

26 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
27 knew or should have known that Defendants had to keep complete and accurate payroll records
28 for Plaintiff and the other class members in accordance with California law, but, in fact, did not

1 keep complete and accurate payroll records for Plaintiff and the other class members.

2 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
3 knew or should have known that they had a duty to compensate Plaintiff and the other class
4 members pursuant to California law, and that Defendants had the financial ability to pay such
5 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
6 represented to Plaintiff and the other class members that they were properly denied wages, all
7 in order to increase Defendants' profits.

8 35. During the relevant time period set forth herein, Defendants failed to pay
9 overtime wages to Plaintiff and the other class members for all hours worked. Plaintiff and
10 other class members were required to work more than eight (8) hours per day and/or forty (40)
11 hours per week without overtime compensation.

12 36. During the relevant time period set forth herein, Defendants failed to provide the
13 requisite uninterrupted and timely meal and rest periods to Plaintiff and the other class
14 members.

15 37. During the relevant time period set forth herein, Defendants failed to pay
16 Plaintiff and the other class members at least minimum wages for all hours worked.

17 38. During the relevant time period set forth herein, Defendants failed to pay
18 Plaintiff and the other class members the wages owed to them upon discharge or resignation.

19 39. During the relevant time period set forth herein, Defendants failed to provide
20 complete or accurate wage statements to Plaintiff and the other class members.

21 40. During the relevant time period set forth herein, Defendants failed to keep
22 complete or accurate payroll records for Plaintiff and the other class members.

23 41. During the relevant time period set forth herein, Defendants failed to properly
24 compensate Plaintiff and the other class members pursuant to California law in order to
25 increase Defendants' profits.

26 42. California Labor Code section 218 states that nothing in Article 1 of the Labor
27 Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty
28 due to him [or her] under this article."

1 **FIRST CAUSE OF ACTION**

2 **(Violation of California Labor Code §§ 510 and 1198)**

3 **(Against DEI SALES, INC., DBA SOUND UNITED and DOES 1 through 100)**

4 43. Plaintiff incorporates by reference the allegations contained in Paragraphs 1
5 through 42, and each and every part thereof with the same force and effect as though fully set
6 forth herein.

7 44. California Labor Code section 1198 and the applicable Industrial Welfare
8 Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without
9 compensating them at a rate of pay either time-and-one-half or two-times that person’s regular
10 rate of pay, depending on the number of hours worked by the person on a daily or weekly
11 basis.

12 45. Specifically, the applicable IWC Wage Order provides that Defendants are and
13 were required to pay Plaintiff and the other class members employed by Defendants, who
14 work(ed) more than eight (8) hours in a day or more than forty (40) hours in a workweek, at
15 the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more
16 than forty (40) hours in a workweek.

17 46. The applicable IWC Wage Order further provides that Defendants are and were
18 required to pay Plaintiff and the other class members overtime compensation at a rate of two
19 times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

20 47. California Labor Code section 510 codifies the right to overtime compensation
21 at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours
22 in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day
23 of work, and overtime compensation at twice the regular hourly rate for hours worked in
24 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day
25 of work.

26 48. During the relevant time period set forth herein, Plaintiff and the other class
27 members worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a
28 week.

49. During the relevant time period set forth herein, Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiff and the other class members.

50. Defendants' failure to pay Plaintiff and the other class members the unpaid balance of overtime compensation, as required by California laws, violates the provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

51. Pursuant to California Labor Code section 1194, Plaintiff and the other class members are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

(Violation of California Labor Code §§ 226.7 and 512(a))

(Against DEI SALES, INC., DBA SOUND UNITED and DOES 1 through 100)

52. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 51, and each and every part thereof with the same force and effect as though fully set forth herein.

53. During the relevant time period set forth herein, the IWC Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiff's and the other class members' employment by Defendants.

54. During the relevant time period set forth herein, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

55. During the relevant time period set forth herein, the applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

56. During the relevant time period set forth herein, the applicable IWC Wage Order and California Labor Code section 512(a) further provide that an employer may not

1 require, cause, or permit an employee to work for a work period of more than ten (10) hours
2 per day without providing the employee with a second uninterrupted meal period of not less
3 than thirty (30) minutes, except that if the total hours worked is no more than twelve (12)
4 hours, the second meal period may be waived by mutual consent of the employer and the
5 employee only if the first meal period was not waived.

6 57. During the relevant time period set forth herein, Plaintiff and the other class
7 members who were scheduled to work for a period of time no longer than six (6) hours, and
8 who did not waive their legally-mandated meal periods by mutual consent, were required to
9 work for periods longer than five (5) hours without an uninterrupted meal period of not less
10 than thirty (30) minutes and/or without a rest period.

11 58. During the relevant time period set forth herein, Plaintiff and the other class
12 members who were scheduled to work for a period of time no longer than twelve (12) hours,
13 and who did not waive their legally-mandated meal periods by mutual consent, were required
14 to work for periods longer than ten (10) hours without an uninterrupted meal period of not less
15 than thirty (30) minutes and/or without a rest period.

16 59. During the relevant time period set forth herein, Plaintiff and the other class
17 members who were scheduled to work for a period of time in excess of six (6) hours were
18 required to work for periods longer than five (5) hours without an uninterrupted meal period of
19 not less than thirty (30) minutes and/or without a rest period.

20 60. During the relevant time period set forth herein, Plaintiff and the other class
21 members who were scheduled to work for a period of time in excess of twelve (12) hours were
22 required to work for periods longer than ten (10) hours without an uninterrupted meal period of
23 not less than thirty (30) minutes and/or without a rest period.

24 61. During the relevant time period set forth herein, Defendants intentionally and
25 willfully required Plaintiff and the other class members to work during meal periods and failed
26 to compensate Plaintiff and the other class members the full meal period premium for work
27 performed during meal periods.

28 62. During the relevant time period set forth herein, Defendants failed to pay

1 Plaintiff and the other class members the full meal period premium due pursuant to California
2 Labor Code section 226.7.

3 63. Defendants' conduct violates applicable IWC Wage Order and California Labor
4 Code sections 226.7 and 512(a).

5 64. Pursuant to the applicable IWC Wage Order and California Labor Code section
6 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one
7 additional hour of pay at the employee's regular rate of compensation for each workday that
8 the meal or rest period is not provided.

9 **THIRD CAUSE OF ACTION**

10 **(Violation of California Labor Code § 226.7)**

11 **(Against DEI SALES, INC., DBA SOUND UNITED and DOES 1 through 100)**

12 65. Plaintiff incorporates by reference the allegations contained in paragraphs 1
13 through 64, and each and every part thereof with the same force and effect as though fully set
14 forth herein.

15 66. During the relevant time period set forth herein, the applicable IWC Wage
16 Order and California Labor Code section 226.7 were applicable to Plaintiff's and the other
17 class members' employment by Defendants.

18 67. During the relevant time period set forth herein, California Labor Code section
19 226.7 provides that no employer shall require an employee to work during any rest period
20 mandated by an applicable order of the California IWC.

21 68. During the relevant time period set forth herein, the applicable IWC Wage
22 Order provides that "[e]very employer shall authorize and permit all employees to take rest
23 periods, which insofar as practicable shall be in the middle of each work period" and that the
24 "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes
25 net rest time per four (4) hours or major fraction thereof" unless the total daily work time is
26 less than three and one-half (3 ½) hours.

27 69. During the relevant time period set forth herein, Defendants required Plaintiff
28 and the other class members to work four (4) or more hours without authorizing or permitting a

ten (10) minute rest period per each four (4) hour period worked.

70. During the relevant time period set forth herein, Defendants willfully required Plaintiff and the other class members to work during rest periods and failed to pay Plaintiff and the other class members the full rest period premium for work performed during rest periods.

71. During the relevant time period set forth herein, Defendants failed to pay Plaintiff and the other class members the full rest period premium due pursuant to California Labor Code section 226.7.

72. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

73. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each workday that the rest period was not provided.

FOURTH CAUSE OF ACTION

(Violation of California Labor Code §§ 1194 and 1197)

(Against DEI SALES, INC., DBA SOUND UNITED and DOES 1 through 100)

74. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 73 and each and every part thereof with the same force and effect as though fully set forth herein.

75. During the relevant time period set forth herein, California Labor Code sections 1194 and 1197 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed, is unlawful.

76. During the relevant time period set forth herein, Defendants failed to pay minimum wages to Plaintiff and the other class members as required, pursuant to California Labor Code sections 1194 and 1197.

77. Defendants' failure to pay Plaintiff and the other class members the minimum wage as required violates California Labor Code sections 1194 and 1197. Pursuant to those sections, Plaintiff and other class members are entitled to recover the unpaid balance of their

1 minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated
2 damages in an amount equal to the wages unlawfully unpaid and interest thereon.

3 78. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class
4 members are entitled to recover liquidated damages in an amount equal to the wages
5 unlawfully unpaid and interest thereon.

6 **FIFTH CAUSE OF ACTION**

7 **(Violation of California Labor Code §§ 201 and 202)**

8 **(Against DEI SALES, INC., DBA SOUND UNITED and DOES 1 through 100)**

9 79. Plaintiff incorporates by reference the allegations contained in paragraphs 1
10 through 78, and each and every part thereof with the same force and effect as though fully set
11 forth herein.

12 80. During the relevant time period set forth herein, California Labor Code sections
13 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid
14 at the time of discharge are due and payable immediately, and if an employee quits his or her
15 employment, his or her wages shall become due and payable not later than seventy-two (72)
16 hours thereafter, unless the employee has given seventy-two (72) hours notice of his or her
17 intention to quit, in which case the employee is entitled to his or her wages at the time of
18 quitting.

19 81. During the relevant time period set forth herein, Defendants intentionally and
20 willfully failed to pay Plaintiff and the other class members who are no longer employed by
21 Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving
22 Defendants' employ.

23 82. Defendants' failure to pay Plaintiff and the other class members who are no
24 longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours
25 of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and
26 202.

27 83. California Labor Code section 203 provides that if an employer willfully fails to
28 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee

1 shall continue as a penalty from the due date thereof at the same rate until paid or until an
2 action is commenced; but the wages shall not continue for more than thirty (30) days.

3 84. Plaintiff and the other class members are entitled to recover from Defendants the
4 statutory penalty wages for each day they were not paid, up to the thirty (30) day maximum as
5 provided by Labor Code section 203.

6 **SIXTH CAUSE OF ACTION**

7 **(Violation of California Labor Code § 226(a))**

8 **(Against DEI SALES, INC., DBA SOUND UNITED and DOES 1 through 100)**

9 85. Plaintiff incorporates by reference the allegations contained in paragraphs 1
10 through 84, and each and every part thereof with the same force and effect as though fully set
11 forth herein.

12 86. During the relevant time period set forth herein, California Labor Code section
13 226(a) provides that every employer shall furnish each of his or her employees an accurate
14 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the
15 employee, (3) the number of piece-rate units earned and any applicable piece rate if the
16 employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on
17 written orders of the employee may be aggregated and shown as one item, (5) net wages
18 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
19 employee and his or her social security number, (8) the name and address of the legal entity
20 that is the employer, and (9) all applicable hourly rates in effect during the pay period and the
21 corresponding number of hours worked at each hourly rate by the employee. The deductions
22 made from payments of wages shall be recorded in ink or other indelible form, properly dated,
23 showing the month, day, and year, and a copy of the statement or a record of the deductions
24 shall be kept on file by the employer for at least three years at the place of employment or at a
25 central location within the State of California.

26 87. Defendants have intentionally and willfully failed to provide Plaintiff and the
27 other class members with complete and accurate wage statements. The deficiencies include
28 but are not limited to: the failure to include the total number of hours worked by Plaintiff and

1 other class members.

2 88. As a result of Defendants' violation of California Labor Code section 226(a),
3 Plaintiff and the other class members have suffered injury and damage to their statutorily
4 protected rights.

5 89. More specifically, Plaintiff and the other class members have been injured by
6 Defendants' intentional and willful violation of California Labor Code section 226(a) because
7 they were denied both their legal right to receive, and their protected interest in receiving,
8 accurate and itemized wage statements pursuant to California Labor Code section 226(a).

9 90. Plaintiff and the other class members are entitled to recover from Defendants the
10 greater of their actual damages caused by Defendants' failure to comply with California Labor
11 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per
12 employee.

13 91. Plaintiff and the other class members are also entitled to injunctive relief to
14 ensure compliance with this section, pursuant to California Labor Code section 226(g).

15 **SEVENTH CAUSE OF ACTION**

16 **(Violation of California Labor Code §§ 2800 and 2802)**

17 **(Against DEI SALES, INC., DBA SOUND UNITED and DOES 1 through 100)**

18 92. Plaintiff incorporates by reference the allegations contained in paragraphs 1
19 through 91, and each and every part thereof with the same force and effect as though fully set
20 forth herein.

21 93. Pursuant to California Labor Code sections 2800 and 2802, an employer must
22 reimburse its employee for all necessary expenditures incurred by the employee in direct
23 consequence of the discharge of his or her job duties or in direct consequence of his or her
24 obedience to the directions of the employer.

25 94. Defendants have intentionally and willfully failed to reimburse the other class
26 members for all necessary business-related expenses and costs. The other class members are
27 entitled to recover from Defendants their business-related expenses and costs incurred during the
28 course and scope of their employment, plus interest accrued from the date on which the

1 employee incurred the necessary expenditures at the same rate as judgments in civil actions in
2 the State of California.

3 **EIGHTH CAUSE OF ACTION**

4 **(Violation of California Labor Code §§ 2698, *et seq.*)**

5 **(Against DEI SALES, INC., DBA SOUND UNITED and DOES 1 through 100)**

6 95. Plaintiff incorporates by reference the allegations contained in paragraphs 1
7 through 94, and each and every part thereof with the same force and effect as though fully set
8 forth herein.

9 96. PAGA expressly establishes that any provision of the California Labor Code
10 which provides for a civil penalty to be assessed and collected by the LWDA, or any of its
11 departments, divisions, commissions, boards, agencies or employees for a violation of the
12 California Labor Code, may be recovered through a civil action brought by an aggrieved
13 employee on behalf of himself or herself, and other current or former employees.

14 97. On September 2, 2020, Plaintiff provided written notice to the LWDA and
15 Defendants of the specific provisions of the Labor Code he contends were violated, and the
16 theories supporting his contentions. Attached hereto as **Exhibit 1** and incorporated by
17 reference is a copy of the September 2, 2020 written notice to the LWDA. Plaintiff believes
18 that on or about November 6, 2020, the sixty-five (65) day notice period expired as to all
19 Defendants and the LWDA did not take any action to investigate or prosecute this matter.
20 Therefore, Plaintiff exhausted the statutory time period to bring this action.

21 96. Plaintiff and the other hourly-paid or non-exempt employees are “aggrieved
22 employees” as defined by California Labor Code § 2699(c) in that they are all current and
23 former hourly-paid or non-exempt employees of Defendants within the State of California who
24 worked for Defendants at any time during the period from September 2, 2019 to the present,
25 and one or more of the alleged violations was committed against them.

26 **Failure to Pay Minimum and Overtime Wages**

27 97. At all times relevant herein, Defendants were required to compensate their non-
28 exempt employees minimum wages for all hours worked and overtime wages for all hours

1 worked in excess of eight (8) hours in a day or forty (40) hours in a workweek, pursuant to the
2 mandate of Labor Code §§ 510, 1194, 1197, and 1198.

3 98. As a policy and practice, Defendants failed to compensate Plaintiff and the other
4 aggrieved current and former employees for all hours worked, resulting in a failure to pay all
5 minimum wages and overtime wages, where applicable.

6 **Failure to Provide Meal Periods and Rest Breaks**

7 99. In accordance with the mandates of Labor Code §§ 226.7 and 512, Defendants
8 were required to authorize and permit their non-exempt employees to take a 10-minute rest break
9 for every four (4) hours worked or major fraction thereof, and were further required to provide
10 their non-exempt employees with a 30-minute meal period for every five (5) hours worked.

11 100. As a policy and practice, Defendants failed to provide Plaintiff and the other
12 aggrieved current and former employees with legally-mandated meal periods and rest breaks and
13 failed to pay proper compensation for this failure.

14 **Failure to Timely Pay Wages During Employment**

15 101. At all times relevant herein, Defendants were required to pay their employees
16 within a specified time period pursuant to the mandate of Labor Code § 204.

17 102. As a policy and practice, Defendants failed to pay Plaintiff and the other
18 aggrieved current and former employees all wages due and owing them within the required time
19 period.

20 **Failure to Timely Pay Wages Upon Termination**

21 103. At all times relevant herein, Defendants were required to pay their employees all
22 wages owed in a timely fashion at the end of employment pursuant to California Labor Code §§
23 201 to 204.

24 104. As a result of Defendants' Labor Code violations alleged above, Defendants
25 failed to pay Plaintiff and the other aggrieved former employees their final wages pursuant to
26 Labor Code §§ 201 to 204 and accordingly owe waiting time penalties pursuant to Labor Code §
27 203.

28 ///

1 **Failure to Provide Complete and Accurate Wage Statements**

2 105. At all times relevant herein, Defendants were required to keep *accurate* records
3 regarding their California employees pursuant to the mandate of Labor Code §§ 226, 1174 and
4 1776.

5 106. As a result of Defendants' various Labor Code violations, Defendants failed to
6 keep accurate records regarding Plaintiff and the other aggrieved current and former employees.
7 For example, Defendants failed in their affirmative obligation to keep accurate records regarding
8 Plaintiff and the other aggrieved current and former employees' gross wages earned, total hours
9 worked, all deductions, net wages earned, and all applicable hourly rates and the number of
10 hours worked at each hourly rate.

11 **Failure to Reimburse Business Expenses**

12 107. At all times relevant herein, Defendants were required to reimburse its employees
13 for any and all necessary expenditures or losses incurred by the employees in direct
14 consequences of the discharge or his or her duties pursuant to the mandate of Labor Code §§
15 2800 and 2802.

16 108. As a policy and practice, Defendants failed to reimburse Plaintiff and the other
17 aggrieved current and former employees for all business expenses incurred and owing them
18 within the required time period.

19 **Penalties**

20 109. Pursuant to California Labor Code § 2699, Plaintiff, individually, and on behalf of
21 other current and former aggrieved employees, requests and is entitled to recover from
22 Defendants, and each of them, civil penalties, interest, attorneys' fees and costs, including but
23 not limited to:

- 24 a. Penalties under California Labor Code § 2699 in the amount of a hundred
25 dollars (\$100) for each aggrieved employee per pay period for the initial
26 violation, and two hundred dollars (\$200) for each aggrieved employee per
27 pay period for each subsequent violation;

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- b. Penalties under California Code of Regulations Title 8 § 11040 in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;
- c. Penalties under California Labor Code § 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- d. Penalties under Labor Code § 1197.1 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation;
- e. Any and all additional penalties as provided by the Labor Code and/or other statutes; and
- f. Attorneys' fees and costs pursuant to Labor Code §§ 210, 1194, and 2699, and any other applicable statute.

NINTH CAUSE OF ACTION

(Violation of California Business & Professions Code §§ 17200, *et seq.*)

(Against DEI SALES, INC., DBA SOUND UNITED and DOES 1 through 100)

110. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 109, and each and every part thereof with the same force and effect as though fully set forth herein.

111. Defendants' conduct, as alleged herein, has been, and continues to be unfair, unlawful and harmful to Plaintiff, the other class members, to the general public, and Defendants' competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

1 112. Defendants' activities as alleged herein are violations of California law, and
2 constitute unlawful business acts and practices in violation of California Business &
3 Professions Code section 17200, *et seq.*

4 113. A violation of California Business & Professions Code section 17200, *et seq.*
5 may be predicated on the violation of any state or federal law. In this instant case, Defendants'
6 policy and practice of requiring Plaintiff and the other class members work overtime hours
7 without paying them proper compensation violate California Labor Code sections 510 and
8 1198. Additionally, Defendants' policy and practice of requiring Plaintiff and the other class
9 members, to work through their meal and rest periods without paying them proper
10 compensation violate California Labor Code sections 226.7 and 512(a). Moreover, Defendants'
11 policy and practice of failing to timely pay wages to Plaintiff and the other class members
12 violate California Labor Code sections 201 and 202. Defendants also violated California Labor
13 Code sections 226(a), 1194, 1197, 2800 and 2802.

14 114. As a result of the herein described violations of California law, Defendants
15 unlawfully gained an unfair advantage over other businesses.

16 115. Plaintiff and the other class members have been personally injured by
17 Defendants' unlawful business acts and practices as alleged herein, including but not
18 necessarily limited to the loss of money and/or property.

19 116. Pursuant to California Business & Professions Code section 17200, *et seq.*,
20 Plaintiff and the other class members are entitled to restitution of the wages withheld and
21 retained by Defendants during a period that commences four years prior to the filing of this
22 Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section
23 1021.5 and other applicable laws; and an award of costs.

24 **DEMAND FOR JURY TRIAL**

25 Plaintiff, individually, and on behalf of other members of the general public similarly
26 situated, requests a trial by jury.

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff, individually and on behalf of all other members of the general
3 public similarly situated, prays for relief and judgment against Defendants, jointly and
4 severally, as follows:

5 **Class Certification**

- 6 1. That this action be certified as a class action;
7 2. That Plaintiff be appointed as representative of the Class;
8 3. That counsel for Plaintiff be appointed as Class Counsel; and
9 4. That Defendants provide to Class Counsel immediately the names and most
10 current contact information (address, e-mail and telephone numbers) of all class members.

11 **As to the First Cause of Action**

- 12 5. That the Court declare, adjudge and decree that Defendants violated California
13 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay
14 all overtime wages due to Plaintiff and the other class members;
15 6. For general unpaid wages at overtime wage rates and such general and special
16 damages as may be appropriate;
17 7. For pre-judgment interest on any unpaid overtime compensation commencing
18 from the date such amounts were due;
19 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
20 California Labor Code section 1194; and
21 9. For such other and further relief as the court may deem just and proper.

22 **As to the Second Cause of Action**

- 23 10. That the Court declare, adjudge and decree that Defendants violated California
24 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to
25 provide all meal periods (including second meal periods) to Plaintiff and the other class
26 members;

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11. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

12. For all actual, consequential, and incidental losses and damages, according to proof;

13. For premium wages pursuant to California Labor Code section 226.7(b);

14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

16. For such other and further relief as the court may deem just and proper.

As to the Third Cause of Action

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the other class members;

18. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to California Labor Code section 226.7(b);

21. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

22. For such other and further relief as the court may deem just and proper.

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194 and 1197 by willfully failing to pay minimum wages to Plaintiff and the other class members;

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1 24. For general unpaid wages and such general and special damages as may be
2 appropriate;

3 25. For pre-judgment interest on any unpaid compensation from the date such
4 amounts were due;

5 26. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
6 California Labor Code section 1194(a);

7 27. For liquidated damages pursuant to California Labor Code section 1194.2; and

8 28. For such other and further relief as the court may deem just and proper.

9 **As to the Fifth Cause of Action**

10 29. That the Court declare, adjudge and decree that Defendants violated California
11 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the
12 time of termination of the employment of Plaintiff and other class members no longer
13 employed by Defendants;

14 30. For all actual, consequential, and incidental losses and damages, according to
15 proof;

16 31. For statutory wage penalties pursuant to California Labor Code section 203 for
17 the other class members who have left Defendants' employ;

18 32. For pre-judgment interest on any unpaid compensation from the date such
19 amounts were due; and

20 33. For such other and further relief as the court may deem just and proper.

21 **As to the Sixth Cause of Action**

22 34. That the Court declare, adjudge and decree that Defendants violated the record
23 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders
24 as to Plaintiff and the other class members, and willfully failed to provide accurate itemized
25 wage statements thereto;

26 35. For actual, consequential and incidental losses and damages, according to proof;

27 36. For statutory penalties pursuant to California Labor Code section 226(e);

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37. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(g); and

38. For such other and further relief as the court may deem just and proper.

As to the Seventh Cause of Action

39. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

40. For actual, consequential and incidental losses and damages, according to proof;

41. For the imposition of civil penalties and/or statutory penalties;

42. For punitive damages and/or exemplary damages according to proof at trial;

43. For reasonable attorneys' fees and costs of suit incurred herein; and

44. For such other and further relief as the court may deem just and proper.

As to the Eighth Cause of Action

45. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 2698, *et seq.*, the PAGA, for civil penalties pursuant to Defendants' violations of Labor Code §§ 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802;

46. Upon the Cause of Action, for costs and attorneys' fees pursuant to Labor Code Sections 210, 1194, and 2699, and any other applicable statute; and

47. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, *et seq.* by failing to provide Plaintiff and the other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff and the other class members, failing to pay at least minimum wages to Plaintiff and the other class members, failing to pay Plaintiff's and the other class members' wages timely as required by California Labor Code section 201, 202.

1 49. For restitution of unpaid wages to Plaintiff and other class members and all pre-
2 judgment interest from the day such amounts were due and payable;

3 50. For the appointment of a receiver to receive, manage and distribute any and all
4 funds disgorged from Defendants and determined to have been wrongfully acquired by
5 Defendants as a result of violation of California Business and Professions Code sections
6 17200, *et seq.*;

7 51. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
8 California Code of Civil Procedure section 1021.5;

9 52. For injunctive relief to ensure compliance with this section, pursuant to
10 California Business and Professions Code sections 17200, *et seq.*; and

11 53. For such other and further relief as the court may deem just and proper.

12
13 Dated: June 15, 2021

JUSTICE LAW CORPORATION

14
15
16 By: _____

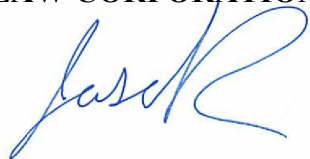

Douglas Han
Shunt Tatavos-Gharajeh
Jason Rothman
Attorneys for Plaintiff Joseph Sapp
on behalf of himself and all others similarly
situated

EXHIBIT 1

September 2, 2020

BY U.S. EMAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov
State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

Re: SOUND UNITED, LLC

Dear Representative:

We have been retained to represent Joseph Sapp against Sound United, LLC (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer and managing agent, DOES 1-10 as an "Employer" or person acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 11-20¹ for violations of California wage-and-hour laws (hereinafter collectively referred to as "SOUND UNITED").

Mr. Sapp is pursuing his California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis SOUND UNITED. Therefore, Mr. Sapp may seek penalties and wages for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Sound United, LLC is a Delaware limited liability company located at One Viper Way, Suite 103, Vista, California 92081.

SOUND UNITED employed Mr. Sapp as an hourly-paid non-exempt IT Help Desk Specialist within one year of the date of this letter (until in or about January of 2020²) in the State of California. SOUND UNITED directly controlled the wages, hours and working conditions of Mr. Sapp's employment.

¹ Mr. Sapp does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Mr. Sapp will amend this notice when the true names and capacities are known. Mr. Sapp is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Sapp and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

² Per Emergency Rule 9 (Tolling statute of limitations for civil causes of action) of the Judicial Council's Emergency Rules Related to COVID-19, all statute of limitations for civil causes of action that exceed 180 days are tolled from April 6, 2020 until October 1, 2020. Therefore, the one (1) year statute of limitations for Mr. Sapp's PAGA cause of action is tolled.

The “aggrieved employees” that Mr. Sapp may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through staffing agencies) of SOUND UNITED within the State of California.

SOUND UNITED failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly provide or compensate minimum and overtime wages and for meal and rest breaks, failed to issue compliant wage statements and failed to reimburse for all necessary business-related costs and expenses, thus resulting in other Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services*, 23 Cal. App. 5th 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Mr. Sapp has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at SOUND UNITED, regardless of their classification, job title, locations, or whether they were hired directly or through a labor contractor or staffing agency.

SOUND UNITED has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay at least minimum wage for all hours worked, pay time-and-a-half, or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the relevant time period, Mr. Sapp and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. SOUND UNITED failed to compensate Mr. Sapp and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift, and during meal breaks. SOUND UNITED also failed to include non-discretionary bonuses and incentives in aggrieved employees’ regular rate of pay for purposes of overtime compensation. Therefore, Mr. Sapp and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

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California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided. During the relevant time period, SOUND UNITED routinely required Mr. Sapp and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with SOUND UNITED policies and expectations. SOUND UNITED also failed to provide coverage to Mr. Sapp and other aggrieved employees so they could be relieved of all work duties and take their legally mandated meal and rest breaks. Moreover, SOUND UNITED failed to authorize and permit Mr. Sapp and other aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, SOUND UNITED failed to compensate Mr. Sapp and other aggrieved employees all the premium wages they were owed.

California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. During the relevant time period, SOUND UNITED failed to pay Mr. Sapp and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 203, including for all hours worked, uncompensated off-the-clock work and premium wages for failing to provide legally mandated meal and rest breaks, and therefore is liable under California Labor Code section 203.

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California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that 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. During the relevant time period, SOUND UNITED failed to pay Mr. Sapp and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including for all hours worked, uncompensated off-the-clock work and premium wages for failing to provide legally mandated meal and rest breaks.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, SOUND UNITED did not provide Mr. Sapp and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from SOUND UNITED were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Mr. Sapp and other aggrieved employees, (2) total hours worked by Mr. Sapp and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by Mr. Sapp and other aggrieved employees (4) all deductions for Mr. Sapp and other aggrieved employees, (5) net wages earned by Mr. Sapp and other aggrieved employees, (6) the inclusive dates of the period for which Mr. Sapp and other aggrieved employees are paid, (7) the name of the aggrieved employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by Mr. Sapp and other aggrieved employees.

California Labor Code section 558 allows recovery of penalties. (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Mr. Sapp and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, SOUND UNITED failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Mr. Sapp and other aggrieved employees.

California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, SOUND UNITED did not provide Mr. Sapp and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of failing to pay them for all hours worked and off-the-clock work, including pre- and post-shift and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During their employment, Mr. Sapp and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by SOUND UNITED, including for using their personal (a) cellular phones for work purposes, such as coordinating phone plans for executives, using phone apps, and receiving work calls, (b) internet service while working remotely, and (c) vehicles for travelling to mandatory work functions.

We believe that Mr. Sapp and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties as allowed under California Labor Code section 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in questions and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

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LWDA
September 2, 2020
Page 6 of 6

The purpose of this letter is to satisfy the requirement created by California Labor code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Mr. Sapp will seek these penalties and wages on his own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of SOUND UNITED within one year of the date of this letter, as allowed by law.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read 'D. Han', with a long horizontal flourish extending to the right.

Douglas Han, Esq.

CC: (By Certified U.S. Mail Only):

Christie Biggs
c/o Sound United, LLC
1 Viper Way, Ste. 103
Vista, California 92081
Agent for Service of Process for Sound United, LLC

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, California 91103 and my electronic service address is dmather@justicelawcorp.com.

On December 12, 2025, I served the foregoing document described as

FIRST AMENDED CLASS ACTION COMPLAINT FOR DAMAGES

for the following case: **Sapp v. Sound United, LLC**
LWDA/Court Case No.: **LWDA Case No.: 804916-20**
 Court Case No.: 37-2020-00042943-CU-OE-CTL
 San Diego County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

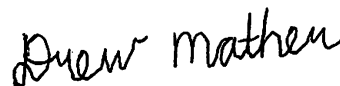
[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on December 12, 2025, at Pasadena, California.



Drew Mather