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**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO**

SANDI LEE, an individual, on behalf of herself
and all others similarly situated,

Plaintiff,

v.

SAN DIEGO UNIVERSAL MANAGEMENT, a
California Limited Liability Company, LOUD
SD, INC., a California corporation, SEAN ST.
PETER, and DOES 1 through 25, Inclusive,

Defendants.

Lead Case No.: 37-2021-00015361-CU-OE-CTL
Related Case No.: 37-2021-00015309-CU-OE-CTL

**THIRD AMENDED CLASS ACTION
COMPLAINT:**

1. Failure to Provide Accurate Itemized Wage Statements in violation of Cal. Lab. Code § 226
2. Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, *et seq*;

[JURY TRIAL DEMANDED]

SAN DIEGO UNIVERSAL MANAGEMENT,
LLC, a California limited liability company,

Cross-Complainant,

v.

SANDI LEE, individually; and ROES 1-10,

Cross-Defendants.

1 Plaintiff SANDI LEE on behalf of herself and acting for the interest of other current and
2 former employees, all other similarly situated individuals, and Aggrieved Employees (cumulatively
3 “Represented Employees” or “Plaintiffs”), allege the following:

4 **NATURE OF THE ACTION**

5 1. This is an employment related wage and hour class action against SAN DIEGO
6 UNIVERSAL MANAGEMENT, LLC, a California limited liability company involved in the retail
7 cannabis industry, LOUD SD INC., the registered business name of San Diego Recreation Cannabis,
8 a retail cannabis sales company, and Sean St. Peter, an individual who is an officer, director, and/or
9 managing agent of both entities.

10 2. Despite its significant revenues and broad reach throughout San Diego, Defendants
11 have failed and continues to fail to provide Defendants’ employees with certain basic entitlements
12 required by California law, including accurate, itemized wage statements.

13 3. As a result, and pursuant to Code of Civil Procedure § 382, Plaintiffs bring this class
14 action lawsuit against Defendants for consistent wage and hour practices in violation of the
15 California Labor Code and the Industrial Welfare Commission Wage Orders (the “IWC Wage
16 Orders”).

17 4. Defendants, as a common and systematic policy and practice, violate the California
18 Labor Code and the Industrial Welfare Commission Wage Orders, thereby causing losses to Plaintiff
19 and Class Members.

20 5. California Labor Code sections 2698 *et seq.*, the “Labor Code Private Attorneys
21 General Act of 2004” (“PAGA”), authorize aggrieved employees to sue as private attorneys general
22 their current or former employers for various civil penalties for violations of various provisions in the
23 California Labor Code.

24 6. Plaintiffs thus seek monetary damages, penalties, restitution, injunctive relief and any
25 other equitable relief, reasonable attorneys’ fees, and costs attributable to Defendants and its agents.

26 **THE PARTIES**

27 7. Plaintiff, SANDI LEE, (hereinafter “LEE” or “Plaintiff”) is a natural person who is,
28 and at all relevant times was, a resident of the United States and a domiciliary of the State of

1 California.

2 8. Defendant SAN DIEGO UNIVERSAL MANAGMENT, LLC (hereinafter “SDUM”)
3 is a California Limited Liability Company involved in the retail cannabis industry, and includes
4 officers, directors, and managing agents of the same. SDUM has done and continues to do business
5 throughout California, and maintains offices and operations in the state, including in San Diego
6 County. The member-manager of the SDUM limited liability company is Sean St. Peter, who on
7 information and belief is a resident of and lives within San Diego County.

8 9. Defendant LOUD SD INC. (hereinafter “LSDI”) is a California corporation also
9 involved in the retail cannabis industry, and includes officers, directors, and managing agents of the
10 same.. San Diego Recreation Cannabis is the registered dba for LSDI. Sean St. Peter is the Chief
11 Executive Officer of LSDI.

12 10. Defendant SEAN ST. PETER (hereinafter “ST. PETER”), on information and belief,
13 is and was at all relevant time a resident of San Diego County. As noted above, ST. PETER is the
14 Chief Executive Officer of Loud SD Inc. and is also the member-manager of the SDUM, and serves
15 as the managing agent of both. As a result, ST. PETER is individually liable for the violations plead
16 herein under Labor Code 226(e) and is liable for any penalties resulting from an action under the
17 2004 Private Attorneys General Act. Cal. Lab. Code § 558.1; *see Atempa v. Pedrazzani*, 27 Cal. App.
18 5th 809, 809 (2018).

19 11. At all relevant times, Plaintiff LEE held a position with Defendants in California, in
20 and around the San Diego area.

21 12. Plaintiff is unaware of the true names or capacities of the Defendants sued herein
22 under the fictitious names DOES 1 through 25, but will seek leave of this Court to amend the
23 complaint and serve such fictitiously named Defendants once their names and capacities become
24 known.

25 13. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 25 are
26 the partners, agents, owners, shareholders, managers, or employees of Defendants at all relevant
27 times.

28 14. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and

1 omissions alleged herein was performed by, or is attributable to, SDUM, LSDI, and Sean St. Peter;
2 and/or DOES 1 through 25 (collectively "DEFENDANTS" or "Defendants"), each acting as the
3 agent, employee, joint employer, alter ego, and/or joint venturer of, or working in concert with, each
4 of the other co-Defendants and was acting within the course and scope of such agency, employment,
5 joint employment relationship, joint venture, or concerted activity with legal authority to act on the
6 others' behalf. The acts of any and all Defendants were in accordance with, and represent, the
7 official policy of Defendants.

8 15. At all relevant times, Defendants, and each of them, ratified each and every act or
9 omission complained of herein. At all relevant times, Defendants, and each of them, aided and
10 abetted the acts and omissions of each and all the other Defendants in proximately causing the
11 damages herein alleged.

12 16. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is
13 in some manner intentionally, negligently, or otherwise responsible for the acts, omissions,
14 occurrences, and transactions alleged herein.

15 17. Under California law, Defendants are jointly and severally liable as employers for the
16 violations alleged herein because they have each exercised sufficient control over the wages, hours,
17 working conditions, and employment status of Plaintiff and Represented Employees. Each
18 Defendant had the power to hire and fire Plaintiff and Represented Employees, supervised and
19 controlled their work schedule and/or conditions of employment, determined their rate of pay, and
20 maintained their employment records. Defendants suffered or permitted Plaintiff and Represented
21 Employees to work and/or "engaged" Plaintiff and Represented Employees so as to create a
22 common-law employment relationship. As joint employers of Plaintiff and class members,
23 Defendants are jointly and severally liable for the civil penalties and all other relief available to
24 Plaintiff and class members under the law.

25 18. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
26 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and
27 Represented Employees because Defendants have:

28 a. jointly exercised meaningful control over the work performed by Plaintiff and

1 Represented Employees;

- 2 b. jointly exercised meaningful control over Plaintiff and Represented Employees’
3 wages, hours, and working conditions, including the quantity, quality standards,
4 speed, scheduling, and operative details of the tasks performed by Plaintiff and
5 Represented Employees;
6 c. jointly required that Plaintiff and class members perform work which is an integral
7 part of Defendants' businesses; and
8 d. jointly exercised control over Plaintiff and Represented Employees as a matter of
9 economic reality in that Plaintiff and Represented Employees were dependent on
10 Defendants, who shared the power to set the wages of Plaintiff and Represented
11 Employees and determined their working conditions, and who jointly reaped the
12 benefits of noncompliance with other statutory provisions governing Plaintiffs
13 employment.

14 19. Plaintiff is informed and believes, and further alleges, that at all relevant times there
15 has existed a unity of interest and ownership between Defendants such that any individuality and
16 separateness between the entities has ceased.

17 20. Defendants SDUM, LSDI, ST. PETER, and DOES 1 through 25 are therefore alter
18 egos of each other and/or joint employers.

19 21. Adherence to the fiction of the separate existence of Defendants would permit an
20 abuse of the corporate privilege, and would promote injustice by protecting Defendants from liability
21 for the wrongful acts committed by them under the name SDUM.

22 **JURISDICTION AND VENUE**

23 22. Jurisdiction of this action is proper in the Superior Court of California under Article
24 VI, § 10 of the California Constitution.

25 23. The monetary damages, restitution, penalties, and other amounts sought in this
26 Complaint exceed the minimal jurisdictional limits of this Court.

27 24. Defendants maintain and actively service California client and employ California
28 residents, and thus have sufficient minimum contacts in California or otherwise intentionally availed

1 themselves of the California market on a routine and continuing basis, thus rendering them subject to
2 the jurisdiction of this Court in accordance with traditional notions of fair play and substantial
3 justice.

4 25. Plaintiffs' claims arise under California law.

5 26. Venue as to Defendants is proper in this judicial district under Code of
6 Civil Procedure § 395(a) and 395.5 because at least some of the acts and omissions complained of in
7 this Complaint occurred within this county in California.

8 27. Defendants either own or maintain active offices, transact business, or have an agent
9 or agents in the State of California, County of San Diego.

10 28. Plaintiffs are informed and believe, and thereon allege, that more than two-thirds of
11 the proposed Class Members are citizens of California; and that the principal injuries resulting from
12 Defendants' alleged conduct were incurred in California.

13 29. Plaintiffs are informed and believe and based thereon allege that at least
14 one Defendant is a California citizen whose alleged conduct forms a significant basis for the claims
15 asserted and relief sought by Plaintiff on behalf of the proposed Class Members.

16 **FACTUAL ALLEGATIONS**

17 30. From on or about September 14, 2020, Defendants hired Plaintiff LEE in California as
18 a website developer at their San Diego office. Plaintiff began her work for Defendants on October
19 26, 2020. When Plaintiff LEE applied for employment, she sent her resume and contact information
20 to individuals working for the San Diego Recreational Cannabis (i.e., LSDI) entity.

21 31. Plaintiff LEE was subject to the protections of California law during her employment
22 with Defendants.

23 32. During her time working for Defendants, Plaintiff's LEE's activities were directed by
24 Sean St. Peter, the CEO of LSDI and member-manager of SDUM, and Tara St. Peter, Mr. St. Peter's
25 wife and the Secretary of LSDI and a member of the SDUM LLC. When Tara St. Peter, Secretary of
26 LSDI purchased equipment for Plaintiff's use for her work, she did so through an Amazon account
27 bearing the SDRC name, and she likewise communicated with Plaintiff using email addresses
28 associated with SDRC, including "SDRCEmployment@Gmail.com."

1 33. Sean St. Peter and Tara St. Peter, and Defendants, jointly exercised control over the
2 wages, hours and working conditions of Plaintiff and the putative class. Indeed, Sean and Tara St.
3 Peter acted as Plaintiff's supervisors, directed her work, and Tara St. Peter hired Plaintiff LEE while
4 communicating from an SDRC email account.

5 34. Plaintiffs are informed and believe and based thereon allege that at all times herein
6 mentioned, Defendants were advised by skilled management, employees, lawyers, and other
7 professionals who were knowledgeable about California wage and hour and employment laws that
8 apply to Plaintiff and Class Members.

9 **Wage Statement Violations.**

10 35. Plaintiffs are informed and believe and based thereon allege that Defendants knew or
11 should have known that Plaintiff and Class Members were entitled to receive complete and accurate
12 wage statements.

13 36. In violation of the Labor Code and IWC Wage Orders, Plaintiff and Class Members
14 were not furnished with complete and accurate wage statements that show all of the information
15 required by Labor Code section 226.

16 37. Specifically, Plaintiff alleges that, at minimum, the wage statements do not include
17 either the last four digits of her social security number or an employee identification number other
18 than a social security number.

19 38. Plaintiffs are informed and believe and based thereon allege that Defendants' wage
20 statement violations are the result of Defendants' knowing failure to accurately list all required
21 information.

22 39. As a result of the wage statement violations, Defendants have been able to avoid
23 liability, until now, for the wage violations set forth in this Complaint.

24 40. Based on the foregoing, Plaintiffs seek the remedies set forth in this Complaint.

25 **CLASS ACTION ALLEGATIONS**

26 41. Plaintiff brings this action on behalf of herself and all others similarly situated as a
27 Class Action pursuant to § 382 of the Code of Civil Procedure.

28 42. Plaintiff seeks to represent the class composed of and defined as follows:

1 **All current or former employees who worked in the state of California within**
2 **one year of the initial filing of this Complaint to the present for the**
3 **Defendants and who received a wage statement from Defendants.**

4 43. The above-mentioned class-members will collectively be referred to as “Class
5 Members.”

6 44. Plaintiff reserves the right to modify or redefine the Class, establish additional
7 subclasses, or modify or re-define any class or subclass definition as appropriate based on
8 investigation, discovery, and specific theories of liability.

9 45. This action is brought and may properly be maintained as a Class Action under the
10 provisions of § 382 of the Code of Civil Procedure because there is a well-defined community of
11 interest in the litigation and the proposed Class is easily ascertainable.

12 **Numerosity/Ascertainability**

13 46. This action is brought and may properly be maintained as a Class Action under the
14 provisions of § 382 of the Code of Civil Procedure because there is a well-defined community of
15 interest in the litigation and the proposed Class is easily ascertainable.

16 47. The members of the Class are so numerous that joinder of all Class Members would
17 be impractical.

18 48. Although the members of the entire Class are unknown to Plaintiff at this time,
19 Plaintiffs are informed and believe and based thereon allege that the class is estimated to be greater
20 than 40 individuals.

21 49. The identity of the Class Members is currently unknown to Plaintiff; however, the
22 identities of the Class Members are readily ascertainable from Defendants’ employment and payroll
23 records that they are required to maintain under California law.

24 50. Accounting for employee turnover during the relevant periods necessarily increases
25 this number substantially.

26 **Typicality**

27 51. The claims of Plaintiff are typical of the claims of all Class Members in that Plaintiff
28 suffered the harm alleged in this Complaint in a similar and typical manner as the Class Members

1 because of Defendants' failure to comply with the provisions of California wage and hour laws,
2 which entitled Plaintiff and Class Members to similar employment rights and other legal protections.

3 52. Defendants have committed the same or similar labor violations against Plaintiff and
4 the Class Members.

5 53. The injuries sustained by Plaintiff are also typical of the injuries sustained by the
6 Class Members because they arise out of and are caused by Defendants' common unlawful
7 employment and payroll policies, practice, conduct, and customs.

8 **Adequacy of Representation**

9 54. The injuries sustained by Plaintiff are also typical of the injuries sustained by the
10 Class Members because they arise out of and are caused by Defendants' common unlawful
11 employment and payroll policies, practice, conduct, and customs.

12 55. The named Plaintiff is fully prepared to take all necessary steps to fairly and
13 adequately represent the interests of the Class.

14 56. The named Plaintiff is a member of the Class, does not have any conflicts of interest
15 with other Class Members, and will prosecute the case vigorously on behalf of the Class.

16 57. Counsel representing the named Plaintiff and the putative Class is competent and
17 experienced in litigating employment class actions, including wage and overtime class actions.

18 58. The named Plaintiff will fairly and adequately represent and protect the interests of
19 the Class Members.

20 **Superiority of Class Action**

21 59. The nature of this action makes the use of class action adjudication superior to other
22 methods.

23 60. A class action is superior to other available means for the fair and efficient
24 adjudication of this controversy because individual joinder of all Class Members is not practicable,
25 and questions of law and fact common to the Class predominate over any questions affecting only
26 individual members of the Class.

27 61. Each Class Member was damaged or suffered injury and may recover by reasons of
28 Defendants' illegal policies and/or practices.

1 62. Class Action treatment will allow those similarly situated persons to litigate their
2 claims in the manner that is most efficient and economical for the parties and the judicial system.

3 63. A class action will achieve economies of time, effort and expense as compared with
4 separate lawsuits, and will avoid inconsistent outcomes because the same issues can be adjudicated
5 in the same manner and at the same time for the entire Class.

6 **Public Policy**

7 64. Employment and labor law violations in California are violated every day.

8 65. Current employees are often afraid to assert their rights out of fear of direct or indirect
9 retaliation.

10 66. Former employees are fearful of bringing actions because they believe their former
11 employers might damage their future endeavors through negative references and through other
12 means.

13 67. Many California employees simply do not know their employment rights and rely on
14 their employer to get it right.

15 68. A class action provides the Class Members who are not named in the Complaint with
16 a type of anonymity that allows for the vindication of their rights while also protecting their privacy
17 and enabling them to recoup losses to which they may be unaware or afraid to assert.

18 **Commonality**

19 69. There are common questions of law and fact as to the Class which predominate over
20 questions affecting only individual Class Members, thus creating a well-defined community of
21 interest.

22 70. Plaintiff and Class Members have suffered their common injuries as a result of
23 Defendants' systemic employment policies and practices.

24 71. Common questions of law and fact include, without limitation and subject to possible
25 further amendment, whether Defendants violated Labor Code §§ 226 by not providing accurate
26 paystubs.

1 72. Looking to Defendants’ employment policies and practices, the Court can adjudicate
2 the lawfulness of those policies and practices on a class-wide basis, according to proof, and issue an
3 award to Plaintiff and Class Members accordingly.

4 73. Answers to the common questions raised in this Complaint will advance resolution of
5 each individual proposed Class Member’s claims.

6 74. For the reasons alleged in this Complaint, this action should be certified as a Class
7 Action.

8 **Claims for Penalties Under 2004 Private Attorneys General Act**

9 75. The duties and business activities of the Aggrieved Employees were essentially the
10 same as the duties and activities of the Plaintiff described above.

11 76. This is a wage and hour representative action filed pursuant to PAGA, §§ 2698, 2699,
12 which generally consists of the following group:

13 **All current or former employees who worked in the state of California from April 7,**
14 **2020 to the present for Defendants.**

15 77. All members of the represented groups will be referred to as the “Aggrieved
16 Employees.”

17 78. The “Representative Period” means from **April 7, 2020** to the present, the timeframe
18 where the scope of statute allows Plaintiffs to recover wages and penalties.

19 79. At all times during the Representative Period, all the Aggrieved Employees were
20 employed in the same or similar job as Plaintiff and were paid in the same manner and under the
21 same standard employment procedures and practices as the Plaintiff.

22 80. Plaintiffs further allege, and on information and belief, Aggrieved Employees, did not
23 receive all wages due at the time their employment ended with Defendants.

24 81. On information and belief, current and former employees of Defendants were subject
25 to wage and hour violations by Defendants, including failing to be paid for all wages due.

26 82. California law provides that an employee may file an action against an employer to
27 recover penalties for violations of the Labor Code and Wage Orders provided the aggrieved
28

1 employee files an action on behalf of him or herself and similarly-situated current and former
2 employees.

3 83. At all material times, Defendants and DOES 1 through 25 were and/or are Aggrieved
4 Employees' employers or persons acting on behalf of Aggrieved Employees' employer, within the
5 meaning of California Labor Code § 558, who violated or caused to be violated, a section of Part 2,
6 Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any
7 Order of the Industrial Welfare Commission and, as such, are subject to penalties for each underpaid
8 employee as set for in Labor Code § 558.

9 84. As set forth in further detail below, because of the analysis and investigation of the
10 Plaintiffs' claims, Plaintiffs' attorneys sent letters to the California Labor and Workforce
11 Development Agency (hereinafter referred to as "LWDA") and to Defendants informing Defendants
12 of their claims and their intent to pursue litigation.

13 **Exhaustion of Administrative Remedies**

14 85. As to penalty claims under the Labor Code Private Attorney General Act, on **April 7,**
15 **2021**, Plaintiff provided written notice by online filing to the LWDA and by Certified Mail to
16 Defendant SDUM of the specific provisions of the California Labor Code alleged to have been
17 violated, including facts and theories to support the alleged violations, in accordance with California
18 Labor Code section 2699.3. Plaintiff's written notice was accompanied with the applicable filing fee
19 of seventy-five dollars (\$75). On **September 2, 2021**, Plaintiff amended her LWDA filing to add
20 Defendants Loud SD, Inc. and Sean St. Peter, and Plaintiff provided written notice by online filing to
21 the LWDA and by Certified Mail to Defendants SDUM, Loud SD, Inc. and Sean St. Peter of the
22 specific provisions of the California Labor Code alleged to have been violated, including facts and
23 theories to support the alleged violations, in accordance with California Labor Code section 2699.3.

24 86. As of the filing date of this complaint, over 65 days have passed since Plaintiff sent
25 both the initial LWDA Notice described above and the Amended Notice, and the LWDA has not
26 responded that it intends to investigate Plaintiff's claims and Defendants have not cured the
27 violations.
28

1 87. Thus, Plaintiff has satisfied the administrative prerequisites under California Labor
2 Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants, in addition to
3 other remedies, for violations of California Labor Code sections 226(a), 1174(d) and 1198.

4 88. At all times herein set forth, PAGA provides that any provision of law under the
5 Labor Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and
6 collected by the LWDA for violations of the California Labor Code and applicable IWC Wage Order
7 may, as an alternative, be recovered by aggrieved employees in a civil action brought on behalf of
8 themselves and other current or former employees pursuant to procedures outlined in California
9 Labor Code section 2699.3.

10 89. PAGA defines an “aggrieved employee” in Labor Code section 2699(c) as “any
11 person who was employed by the alleged violator and against whom one or more of the alleged
12 violations was committed.”

13 90. Plaintiff and other current and former employees of Defendants are “aggrieved
14 employees” as defined by Labor Code section 2699(c) in that they are all Defendants’ current or
15 former employees and one or more of the alleged violations were committed against them.

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

19 92. The aggrieved employee shall give written notice by online filing (hereinafter
20 “Employee’s Notice”) to the LWDA and by certified mail to the employer of the specific provisions
21 of the California Labor Code alleged to have been violated, including the facts and theories to
22 support the alleged violations.

23 93. An aggrieved employee’s notice filed with the LWDA pursuant to 2699.3(a) and any
24 employer response to that notice shall be accompanied by a filing fee of seventy-five dollars (\$75).

25 94. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and
26 the aggrieved employee by certified mail that it does not intend to investigate the alleged violation
27 within sixty (60) calendar days of the postmark date of the Employee’s Notice. Upon receipt of the
28 LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65) calendar days of the

1 postmark date of the Employee's Notice, the aggrieved employee may commence a civil action
2 pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other
3 penalties to which the employee may be entitled.

4 95. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees, through
5 Plaintiff, may pursue a civil action arising under PAGA for violations of any provision other than
6 those listed in Section 2699.5 after the following requirements have been met:

7 a. The aggrieved employee or representative shall give written notice by online
8 filing to the LWDA and by certified mail to the employer of the specific provisions of the California
9 Labor Code alleged to have been violated (other than those listed in Section 2699.5), including the
10 facts and theories to support the alleged violation.

11 b. An aggrieved employee's notice filed with the LWDA pursuant to 2699.3(c)
12 and any employer response to that notice shall be accompanied by a filing fee of seventy-five dollars
13 (\$75).

14 c. The employer may cure certain alleged violations within thirty-three (33)
15 calendar days of the postmark date of the notice. The employer shall give written notice by certified
16 mail within that period of time to the aggrieved employee or representative and the agency if the
17 alleged violation is cured, including a description of actions taken, and no civil action pursuant to
18 Section 2699 may commence. If the alleged violation is not cured within the 33-day period, the
19 employee may commence a civil action pursuant to Section 2699.

20 96. Defendants, at all times relevant to this complaint, were employers or persons acting
21 on behalf of an employer(s) who violated Plaintiff's and other aggrieved employees' rights by
22 violating various sections of the California Labor Code as set forth above.

23 97. As set forth below, Defendants have violated numerous provisions of both the Labor
24 Code sections regulating hours and days of work as well as the applicable IWC Wage Order.

25 98. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a),
26 2699.3(a), 2699.3(c), and 2699.5, Plaintiff, acting in the public interest as a private attorney general,
27 seeks assessment and collection of civil penalties for herself, all other aggrieved employees, and the
28

1 State of California against Defendants, in addition to other remedies, for violations of California
2 Labor Code sections 226(a), 1174(d), and 1198.

3 **FIRST CAUSE OF ACTION**

4 **Individual and Class Claim for**

5 **Failure to Provide Accurate Paystubs in Violation of California Labor Code § 226**

6 (Against all Defendants)

7 99. For the reasons alleged in this Complaint, this action should be certified as a Class
8 Action.

9 100. Plaintiffs re-allege and incorporate by reference the foregoing allegations, as though
10 set forth herein.

11 101. At all relevant times, Defendants had a duty to comply with Labor Code section 226.

12 102. Plaintiffs allege that Labor Code § 226 subdivision (a) requires, in pertinent part, that
13 “An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her
14 employee, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or
15 separately if wages are paid by personal check or cash, an accurate itemized statement in writing
16 showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in
17 subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the
18 employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on
19 written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6)
20 the inclusive dates of the period for which the employee is paid, (7) the name of the employee and
21 only the last four digits of his or her social security number or an employee identification number
22 other than a social security number, (8) the name and address of the legal entity that is the employer
23 and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the
24 name and address of the legal entity that secured the services of the employer, and (9) all applicable
25 hourly rates in effect during the pay period and the corresponding number of hours worked at each
26 hourly rate by the employee . . .” (Labor Code § 226 subdivision (a).)

27 103. Labor Code section 226(e)(1) authorizes an employee suffering injury as a result of a
28 knowing and intentional failure by an employer to provide an accurate itemized wage statement to

1 recover the greater of all actual damages or \$50 for the initial pay violation and \$100 for each
2 violation in a subsequent pay period, not to exceed an aggregate penalty of \$4,000 per employee, in
3 addition to an award of costs and attorneys' fees.

4 104. Upon information and belief, during all times relevant to this action, Defendants did
5 not provide accurate wage statements throughout the Class Period.

6 105. Plaintiffs allege that on numerous occasions, an exact amount by which will be
7 proven at trial, Defendants violated various provisions of § 226, including but not limited to
8 subdivision (a)(7) by failing to state on the wage statement only the last four digits of his or her
9 social security number or an employee identification number other than a social security number.

10 106. Because Defendants did not include the information required by, at minimum, §
11 226(a)(7) Defendants failed to provide wage statements in accordance with Labor Code section 226.

12 107. For Defendants' misconduct as alleged in this Complaint, Plaintiffs seek damages,
13 penalties, costs, and attorneys' fees pursuant to Labor Code § 226 in an amount to be proven at trial.

14 108. For Defendants' misconduct as alleged herein, Plaintiffs seek all damages including
15 injunctive relief, prejudgment interest, statutory penalties, along with attorneys' fees, costs, and other
16 remedies in an amount to be proven at trial.

17 **SECOND CAUSE OF ACTION**

18 **For Civil Penalties Pursuant to California Labor Code §§ 2698, *et seq.***

19 **(Against all Defendants and DOES 1-25)**

20 109. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
21 every allegation set forth above.

22 110. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
23 every allegation set forth above.

24 111. California Labor Code §§ 2698, *et seq.* ("PAGA") permits Plaintiff to recover civil
25 penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section 2699.5.
26 Section 2699.5 enumerates Labor Code sections 226(a), 1174(d), and 1198.

27 112. Defendants' conduct, as alleged herein, violates numerous sections of the California
28 Labor Code, including, but not limited to, the following:

1 a. Violation of Labor Code sections 226(a), 1198, and the applicable IWC wage
2 order for failure to provide accurate and complete wage statements to Plaintiff and other
3 aggrieved employees, as alleged herein;

4 b. Violations of Labor Code sections 1174(d), 1198, and the applicable IWC wage
5 order for failure to maintain payroll records as alleged herein.

6 **PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiffs pray for judgment individually and for all others on whose behalf this suit
8 is brought against Defendants, jointly and severally, as follows:

- 9 1. For an order certifying the proposed Class;
- 10 2. For an order appointing the named Plaintiff as a class representative;
- 11 3. For an order appointing Counsel for Plaintiffs as class counsel;
- 12 4. For an award of all damages, monetary relief, reimbursements, and other sums due to
13 Plaintiffs and Class Members by virtue of their claims;
- 14 5. For an award of statutory penalties for all Labor Code violations;
- 15 6. For all remedies available to Plaintiffs under the applicable Industrial Welfare Commission
16 Order including but not limited to Labor Code §§ 226, 1198, including an award of attorneys'
17 fees, costs, interest, damages, and penalties according to proof to the extent permitted by law;
- 18 7. For Labor Code § 226(e) penalties in the amount of \$4,000.00 for each putative Class
19 Member;
- 20 8. That the Court declare, adjudge and decree that Defendants violated the following
21 California Labor Code provisions as to Plaintiff and aggrieved employees: 226(a), 1174(d)
22 and 1198 (by failing to provide accurate wage statements and maintain accurate payroll
23 records).
- 24 9. For civil penalties, pursuant to California Labor Code sections 226.3, 1174.5, 2699(a)
25 and/or 2699(f) and (g);
- 26 10. For attorneys' fees and costs pursuant to California Labor Code section 2699(g)(1), and any
27 and all other relevant statutes, for Defendants' violations of California Labor Code sections
28 226(a), 1174(d), and 1198;

1 11. For such other and further relief as the Court deems just and proper.

2 **PLAINTIFFS** demand a jury trial on all issues in this cases.

3 Respectfully submitted,

4 FINKELSTEIN & KRINSK LLP

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6 Dated: November 15, 2021

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14 *Aggrieved Employees*