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*Attorneys for Plaintiff, those
similarly situated, and Aggrieved Employees*

**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, and
DOES 1 through 25, Inclusive,

Defendants.

Case No. 37-2021-00015361-CU-OE-CTL

**FIRST 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]

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

NATURE OF THE ACTION

1. This is an employment related wage and hour class action against SAN DIEGO UNIVERSAL MANAGEMENT, LLC, a California limited liability company involved in the retail cannabis industry.

2. Despite its significant revenues and broad reach throughout San Diego, the Company has failed and continues to fail to provide Defendants' employees with certain basic entitlements required by California law, including accurate, itemized wage statements.

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

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

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

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

THE PARTIES

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

8. Defendant SAN DIEGO UNIVERSAL MANAGMENT, LLC (hereinafter "SDUM" or "Defendant"), is a California Limited Liability Company involved in the retail cannabis industry. SDUM has done and continues to do business throughout California, and maintains offices and operations in the state, including in San Diego County. The only member of the SDUM limited liability company is Sean St. Peter, who on information and belief is a resident of and lives within San Diego County.

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

1 10. Plaintiffs are ignorant of the true names and capacities of the Defendants sued herein
2 as DOES 1 through 25 and therefore sue these defendants by such fictitious names. Plaintiffs will
3 amend this Complaint to allege the true names and capacities of such persons when they are
4 ascertained.

5 11. Plaintiffs are informed and believe and thereon allege that each fictitiously named
6 Defendant is responsible in some manner for the occurrences herein alleged, and Plaintiffs' injuries
7 and damages as herein alleged are directly, proximately and/or legally caused by Defendant.

8 12. Plaintiffs are informed and believes and thereon allege that the aforementioned DOES
9 are or may be responsible for the acts alleged herein as the agents, employers, representatives or
10 employees of other named Defendants, and in doing the acts herein alleged were acting within the
11 scope of their agency, employment or representative capacity of said named Defendants.

12 13. Plaintiffs are informed and believe, and based thereon allege, that each Defendant was
13 acting as an agent, joint venturer, an integrated enterprise and/or alter ego for each of the other
14 Defendants and each were co-conspirators with respect to the acts and the wrongful conduct alleged
15 herein so that each is responsible for the acts of the other pursuant to the conspiracy and in proximate
16 connection with the other Defendant(s).

17 14. Plaintiffs are informed and believe, and based thereon allege, that each Defendant was
18 acting partly within and partly without the scope and course of their employment, and was acting
19 with the knowledge, permission, consent, and ratification of every other Defendant.

20 15. Plaintiffs are informed and believe, and based thereon allege that each of the
21 Defendants was an agent, managing general partner, managing member, owner, co- owner, partner,
22 employee, and/or representative of each of the other Defendants and was at all times material hereto,
23 acting within the purpose and scope of his or her agency, employment, contract and/or
24 representation, and that each of them is jointly and severally liable to Plaintiffs.

25 **JURISDICTION AND VENUE**

26 16. Jurisdiction of this action is proper in the Superior Court of California under Article
27 VI, § 10 of the California Constitution.

28 17. The monetary damages, restitution, penalties, and other amounts sought in this

1 Complaint exceed the minimal jurisdictional limits of this Court.

2 18. Defendants maintain and actively service California client and employ California
3 residents, and thus have sufficient minimum contacts in California or otherwise intentionally availed
4 themselves of the California market on a routine and continuing basis, thus rendering them subject to
5 the jurisdiction of this Court in accordance with traditional notions of fair play and substantial
6 justice.

7 19. Plaintiffs' claims arise under California law.

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

11 21. Defendants either own or maintain active offices, transact business, or have an agent
12 or agents in the State of California, County of San Diego.

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

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

19 **FACTUAL ALLEGATIONS**

20 24. From on or about September 14, 2020, Defendants hired Plaintiff LEE in California as
21 a website developer at their San Diego office. Plaintiff began her work for Defendants on October
22 26, 2020.

23 25. Plaintiff LEE was subject to the protections of California law during her employment
24 with Defendants.

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

1 **Wage Statement Violations.**

2 27. Plaintiffs are informed and believe and based thereon allege that Defendants knew or
3 should have known that Plaintiff and Class Members were entitled to receive complete and accurate
4 wage statements.

5 28. In violation of the Labor Code and IWC Wage Orders, Plaintiff and Class Members
6 were not furnished with complete and accurate wage statements that show all of the information
7 required by Labor Code section 226.

8 29. Specifically, Plaintiff alleges that, at minimum, the wage statements do not include
9 either the last four digits of her social security number or an employee identification number other
10 than a social security number.

11 30. Plaintiffs are informed and believe and based thereon allege that Defendants' wage
12 statement violations are the result of Defendants' knowing failure to accurately list all required
13 information.

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

16 32. Based on the foregoing, Plaintiffs seek the remedies set forth in this Complaint.

17 **CLASS ACTION ALLEGATIONS**

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

20 34. Plaintiff seeks to represent the class composed of and defined as follows:

21 **All current or former employees who worked in the state of California within**
22 **one year of filing this Complaint to the present for the Defendants who**
23 **received a wage statement from Defendants.**

24 35. The above-mentioned class-members will collectively be referred to as "Class
25 Members."

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

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

4 **Numerosity/Ascertainability**

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

8 39. The members of the Class are so numerous that joinder of all Class Members would
9 be impractical.

10 40. Although the members of the entire Class and Subclasses are unknown to Plaintiff at
11 this time, Plaintiffs are informed and believe and based thereon allege that the class is estimated to be
12 greater than 40 individuals.

13 41. The identity of the Class Members is currently unknown to Plaintiff; however, the
14 identities of the Class Members are readily ascertainable from Defendants' employment and payroll
15 records that they are required to maintain under California law.

16 42. Accounting for employee turnover during the relevant periods necessarily increases
17 this number substantially.

18 **Typicality**

19 43. The claims of Plaintiff are typical of the claims of all Class Members in that Plaintiff
20 suffered the harm alleged in this Complaint in a similar and typical manner as the Class Members
21 because of Defendants' failure to comply with the provisions of California wage and hour laws,
22 which entitled Plaintiff and Class Members to similar employment rights and other legal protections.

23 44. Defendants have committed the same or similar labor violations against Plaintiff and
24 the Class Members.

25 45. The injuries sustained by Plaintiff are also typical of the injuries sustained by the
26 Class Members because they arise out of and are caused by Defendants' common unlawful
27 employment and payroll policies, practice, conduct, and customs.
28

1 **Adequacy of Representation**

2 46. The injuries sustained by Plaintiff are also typical of the injuries sustained by the
3 Class Members because they arise out of and are caused by Defendants' common unlawful
4 employment and payroll policies, practice, conduct, and customs.

5 47. The named Plaintiff is fully prepared to take all necessary steps to fairly and
6 adequately represent the interests of the Class.

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

9 49. Counsel representing the named Plaintiff and the putative Class is competent and
10 experienced in litigating employment class actions, including wage and overtime class actions.

11 50. The named Plaintiff will fairly and adequately represent and protect the interests of
12 the Class Members.

13 **Superiority of Class Action**

14 51. The nature of this action makes the use of class action adjudication superior to other
15 methods.

16 52. A class action is superior to other available means for the fair and efficient
17 adjudication of this controversy because individual joinder of all Class Members is not practicable,
18 and questions of law and fact common to the Class predominate over any questions affecting only
19 individual members of the Class.

20 53. Each Class Member was damaged or suffered injury and may recover by reasons of
21 Defendants' illegal policies and/or practices.

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

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

27
28

1 **Public Policy**

2 56. Employment and labor law violations in California are violated every day.

3 57. Current employees are often afraid to assert their rights out of fear of direct or indirect
4 retaliation.

5 58. Former employees are fearful of bringing actions because they believe their former
6 employers might damage their future endeavors through negative references and through other
7 means.

8 59. Many California employees simply do not know their employment rights and rely on
9 their employer to get it right.

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

13 **Commonality**

14 61. There are common questions of law and fact as to the Class which predominate over
15 questions affecting only individual Class Members, thus creating a well-defined community of
16 interest.

17 62. Plaintiff and Class Members have suffered their common injuries as a result of
18 Defendants' systemic employment policies and practices.

19 63. Common questions of law and fact include, without limitation and subject to possible
20 further amendment, whether Defendants violated Labor Code §§ 226 by not providing accurate
21 paystubs.

22 64. Looking to Defendants' employment policies and practices, the Court can adjudicate
23 the lawfulness of those policies and practices on a class-wide basis, according to proof, and issue an
24 award to Plaintiff and Class Members accordingly.

25 65. Answers to the common questions raised in this Complaint will advance resolution of
26 each individual proposed Class Member's claims.

1 **66.** For the reasons alleged in this Complaint, this action should be certified as a Class
2 Action.

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

4 **67.** The duties and business activities of the Aggrieved Employees were essentially the
5 same as the duties and activities of the Plaintiff described above.

6 **68.** This is a wage and hour representative action filed pursuant to PAGA, §§ 2698, 2699,
7 which generally consists of the following group:

8 **All current or former employees who worked in the state of California from April 15,**
9 **2020 to the present for Defendants.**

10 **69.** All members of the represented groups will be referred to as the “Aggrieved
11 Employees.”

12 **70.** The “Representative Period” means from **April 15, 2020** to the present, the timeframe
13 where the scope of statute allows Plaintiffs to recover wages and penalties.

14 **71.** At all times during the Representative Period, all the Aggrieved Employees were
15 employed in the same or similar job as Plaintiff and were paid in the same manner and under the
16 same standard employment procedures and practices as the Plaintiff.

17 **72.** Plaintiffs further allege, and on information and belief, Aggrieved Employees, did not
18 receive all wages due at the time their employment ended with Defendants.

19 **73.** On information and belief, current and former employees of Defendants were subject
20 to wage and hour violations by Defendants, including failing to be paid for all wages due.

21 **74.** California law provides that an employee may file an action against an employer to
22 recover penalties for violations of the Labor Code and Wage Orders provided the aggrieved
23 employee files an action on behalf of him or herself and similarly-situated current and former
24 employees.

25 **75.** At all material times, Defendants and DOES 1 through 25 were and/or are Aggrieved
26 Employees’ employers or persons acting on behalf of Aggrieved Employees’ employer, within the
27 meaning of California Labor Code § 558, who violated or caused to be violated, a section of Part 2,
28 Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any

Order of the Industrial Welfare Commission and, as such, are subject to penalties for each underpaid employee as set for in Labor Code § 558.

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

Exhaustion of Administrative Remedies

77. As to penalty claims under the Labor Code Private Attorney General Act, on **April 15, 2021**, Plaintiff provided written notice by online filing to the LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including facts and theories to support the alleged violations, in accordance with California Labor Code section 2699.3. Plaintiff's written notice was accompanied with the applicable filing fee of seventy-five dollars (\$75).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

93. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a), 2699.3(a), 2699.3(c), and 2699.5, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for herself, all other aggrieved employees, and the State of California against Defendants, in addition to other remedies, for violations of California Labor Code sections 226(a), 1174(d), and 1198.

FIRST CAUSE OF ACTION

Individual and Class Claim for

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

(Against Defendant SDUM)

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

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

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

97. Plaintiffs allege that Labor Code § 226 subdivision (a) requires, in pertinent part, that “An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or

1 separately if wages are paid by personal check or cash, an accurate itemized statement in writing
2 showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in
3 subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the
4 employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on
5 written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6)
6 the inclusive dates of the period for which the employee is paid, (7) the name of the employee and
7 only the last four digits of his or her social security number or an employee identification number
8 other than a social security number, (8) the name and address of the legal entity that is the employer
9 and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the
10 name and address of the legal entity that secured the services of the employer, and (9) all applicable
11 hourly rates in effect during the pay period and the corresponding number of hours worked at each
12 hourly rate by the employee . . .” (Labor Code § 226 subdivision (a).)

13 98. Labor Code section 226(e)(1) authorizes an employee suffering injury as a result of a
14 knowing and intentional failure by an employer to provide an accurate itemized wage statement to
15 recover the greater of all actual damages or \$50 for the initial pay violation and \$100 for each
16 violation in a subsequent pay period, not to exceed an aggregate penalty of \$4,000 per employee, in
17 addition to an award of costs and attorneys’ fees.

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

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

24 101. Because Defendants did not include the information required by, at minimum, §
25 226(a)(7) Defendants failed to provide wage statements in accordance with Labor Code section 226.

26 102. For Defendants’ misconduct as alleged in this Complaint, Plaintiffs seek damages,
27 penalties, costs, and attorneys’ fees pursuant to Labor Code § 226 in an amount to be proven at trial.
28

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

SECOND CAUSE OF ACTION

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

(Against all Defendants)

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

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

106. California Labor Code §§ 2698, *et seq.* (“PAGA”) permits Plaintiff to recover civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section 2699.5. Section 2699.5 enumerates Labor Code sections 226(a), 1174(d), and 1198. Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to recover civil penalties for violations of those Labor Code sections not found in section 2699.5.

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

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

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

PRAYER FOR RELIEF

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

1. For an order certifying the proposed Class;
2. For an order appointing the named Plaintiff as a class representative;
3. For an order appointing Counsel for Plaintiffs as class counsel;

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

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21 **PLAINTIFFS** demand a jury trial on all issues in this case.

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Respectfully submitted,

FINKELSTEIN & KRINSK LLP

Dated: August 2, 2021

By: 
Keia J. Atkinson, Esq.

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*Attorneys for Plaintiff, the putative class, and
Aggrieved Employees*

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6 Attorneys for Plaintiff,
Sandi Lee

7
8 **SUPERIOR COURT OF CALIFORNIA**
9 **COUNTY OF SAN DIEGO- CENTRAL DIVISION**

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

11 Plaintiff,

12 v.

13 SAN DIEGO UNIVERSAL MANAGEMENT,
LLC, a California limited liability company,
14 SEAN ST. JAMES, an individual, and DOES 1-
20,

15 Defendants.
16

Case No: 37-2021-00015361

PROOF OF SERVICE

17 I, the undersigned, declare that I am over the age of eighteen (18) years and not a party to
18 the within action. I am employed in the County of San Diego, State of California. My business
19 address is 501 West Broadway, Suite 1260, San Diego, California 92101-3593.

20 I served the following document(s) on August 2, 2021:

21 On the person(s) listed below:

22 Robert G. Loewy
23 Law Office of Robert G. Loewy, P.C.
20 Enterprise, Suite 310
24 Aliso Viejo, California 92656
949-468-7150

25 By the following means:

26 **XXX VIA U.S. MAIL:** I enclosed the documents in a sealed envelope or package addressed to
27 the person(s) at the address(es) listed above. I placed the envelope for collection and
28 mailing, following our ordinary business practices. I am readily familiar with this
business's practice for collecting and processing correspondence for mailing. On the same

1 day that correspondence is place for collection and mailing, it is deposited in the ordinary
2 course of business with the United States Postal Service, in a sealed envelope with postage
fully prepaid.

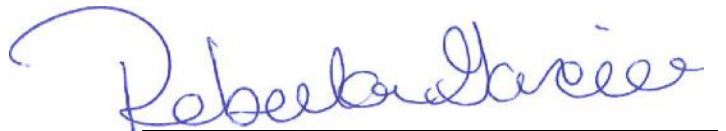
3 **VIA OVERNIGHT DELIVERY:** I enclosed the documents in an envelope or package
4 provided by an overnight delivery carrier and addressed to the person(s) at the address
listed above. I placed the envelope or package for collection and overnight delivery to an
5 office or a regularly utilized drop box of the overnight delivery carrier.

6 **VIA FACSIMILE TRANSMISSION:** Based on an agreement of the parties to accept
7 service by fax transmission, I faxed the documents to the person(s) at the fax number(s)
listed above. No error was reported by the fax machine that I used. A copy of the record of
the fax transmission, which I printed out, is attached.

8 **XXX VIA ELECTRONIC TRANSMISSION:** Based on a court order or agreement of the
9 parties to accept electronic service, I caused the documents to be sent to the person(s) at the
electronic service address(es) listed above.

10 **VIA PERSONAL SERVICE:** I personally delivered the documents to the person(s) at the
11 address(es) listed above. (1) For a party represented by an attorney, delivery was made to
the attorney or at the attorney's office by leaving the documents, in an envelope or package
12 clearly labeled to identify the attorney being served, with a receptionist or an individual in
charge of the office, between the hours of nine in the morning and five in the evening. (2)
13 For a party, delivery was made to the party or by leaving the documents at the party's
residence with some person not younger than 18 years of age between the hours of eight in
14 the morning and six in the evening.

15 I declare under penalty of perjury under the laws of the State of California, that the
16 foregoing is true and correct and that I am employed in the office of a member of the bar of this
17 Court, at whose direction the within service was made. Executed: August 2, 2021, at San Diego,
18 California.

19 
20 Rebecka Garcia