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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF LOS ANGELES**

13 HALLEY GAGER, an individual;
KIRSTYN RAWLINGS, an individual;
14 BRITTANY CARR, an individual;
BRIANNA ZEMEL, an individual; and
15 ALI LEFEBVRE, an individual,

16 Plaintiffs,

17 v.

18 TRP MANAGEMENT CO, LLC, a
19 California Limited Liability Company; and
DOES 1 through 100, inclusive,

20 Defendants.
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CASE NO.: **25STCV00115**
[Unlimited Jurisdiction]

**PLAINTIFFS' COMPLAINT FOR
DAMAGES FOR:**

1. **RETALIATION IN VIOLATION OF CALIFORNIA GOV'T CODE § 12940(H)**
2. **DISCRIMINATION IN VIOLATION OF CALIFORNIA GOV'T CODE § 12940(A)**
3. **FAILURE TO PREVENT DISCRIMINATION AND RETALIATION IN VIOLATION OF THE CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT**
4. **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**
5. **NEGLIGENT HIRING, SUPERVISION, AND RETENTION**
6. **VIOLATION OF CAL. LABOR CODE §§ 510, 558, 558.1, AND 1198 (UNPAID OVERTIME)**
7. **VIOLATION OF CAL. LABOR CODE §§ 226.7, AND 512(A) (UNPAID MEAL PERIOD PREMIUMS)**
8. **VIOLATION OF CAL. LABOR CODE § 226.7 (UNPAID REST**

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- PERIOD PREMIUMS)**
- 9. VIOLATION OF CAL. LABOR CODE §§ 558, 558.1, 1194, 1197, AND 1197.1 (UNPAID MINIMUM WAGES)**
- 10. VIOLATION OF CAL. LABOR CODE §§ 201, 202, 203, 558, AND 558.1 (FINAL WAGES NOT TIMELY PAID)**
- 11. VIOLATION OF CAL. LABOR CODE § 226(A) (FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS)**
- 12. VIOLATION OF CAL. BUSINESS & PROFESSIONS CODE § 17200, ET SEQ.**
- 13. VIOLATION OF CAL. LABOR CODE § 227.3 (FAILURE TO PAY ALL VESTED VACATION TIME UPON TERMINATION)**

DEMAND FOR JURY TRIAL

Plaintiffs Halley Gager, Kristyn Rawlings, Brittany Carr, Brianna Zemel, and Ali Lefebvre (“Plaintiffs”) allege as follows on knowledge as to themselves and their own acts/interactions, and on information and belief as to all other matters:

PARTIES

- 1. Plaintiff Halley Gager, at all times relevant herein, was a resident of the State of California and County of Los Angeles.
- 2. Plaintiff Kristyn Rawlings, at all times relevant herein, was a resident of the State of California and County of Los Angeles.
- 3. Plaintiff Brittany Carr, at all times relevant herein, was a resident of the State of California and County of Los Angeles.
- 4. Plaintiff Brianna Zemel, at all times relevant herein, was a resident of the State of Nevada, Clark County.
- 5. Plaintiff Ali Lefebvre, at all times relevant herein, was a resident of the State of California and County of Los Angeles.
- 6. Plaintiffs are informed and believe that Defendant is, and was, a California Limited Liability Company, authorized to transact, and transacting, business in the State of

1 California and County of Los Angeles. More specifically, Defendant operates several store
2 locations throughout Los Angeles, California. Plaintiffs are informed and believe, and thereon
3 alleges that, at all times relevant herein, Defendant employed more than five (5) employees for
4 each working day during each of twenty (20) or more calendar weeks in each relevant calendar
5 year.

6 7. The true names and capacities of the Defendants named herein as Does 1 through
7 100, inclusive, whether individual, corporate, associate or otherwise, are unknown to Plaintiffs
8 who therefore sues such Defendants by fictitious names pursuant to California Code of Civil
9 Procedure section 474. Plaintiffs are informed and believe, that all of the Doe Defendants are
10 California residents. Plaintiffs will amend this Complaint to show such true names and capacities
11 when they have been determined.

12 8. Plaintiffs are informed and believe, that at all times relevant herein, each
13 Defendant designated, including Does 1 through 100, was the agent, managing agent, principal,
14 owner, partner, joint venturer, representative, manager, servant, employee and/or co-conspirator
15 of each of the other Defendants, and was at all times mentioned herein acting within the course
16 and scope of said agency and employment, and that all acts or omissions alleged herein were
17 duly committed with the ratification, knowledge, permission, encouragement, authorization and
18 consent of each Defendant designated herein.

19 **JURISDICTION & VENUE**

20 9. This Court has personal jurisdiction over each of the Defendants because they
21 are residents of and/or doing business in the State of California.

22 10. Under California Code of Civil Procedure section 395(a), venue is proper in this
23 county because the Defendants maintain several retail locations in Los Angeles county and it is
24 where injuries occurred.

25 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

26 11. Plaintiffs have exhausted their administrative remedies by timely filing a
27 complaint for the issues raised herein against the appropriate parties herein with the California
28 Civil Rights Department on January 2, 2025, and thereafter received a “Right to Sue” letter,

1 which allowed Plaintiffs one year to file this action.

2 **FACTUAL ALLEGATIONS**

3 12. Cookies Creative Consulting & Promotions (“CCCP” or “Cookies”) is a globally
4 renowned cannabis brand that has established itself as a top-seller in the cannabis industry. With
5 a wide array of offerings, the company provides access to an impressive selection of over 150
6 exclusive cannabis varieties and product lines. These encompass diverse options, ranging from
7 indoor and sun-grown cannabis to Cannabidiol (“CBD”) flower, vape cartridges, gel capsules,
8 and pre-rolls. Beyond its role as a mainstream cannabis grow operation, Cookies has successfully
9 transformed into a distinguished lifestyle brand by expanding its reach into the realm of fashion
10 and accessories.

11 13. Defendant TRP Management Co, LLC (“Defendant” or “TRP”), also known as
12 Cookies Retail, serves as the largest licensee of CCCP, and operates retail stores nationwide
13 primarily under the Cookies brand. TRP also provides retail locations for other cannabis
14 dispensaries, including Doctor Greenthumb, Lemonnade, and Union Leaf. As a brand-agnostic
15 platform, TRP has established a network of cannabis dispensaries across several states in the
16 U.S., including high-profile locations in California and newer markets on the East Coast.

17 **Pervasive Gender Discrimination at TRP**

18 14. The bro culture widely observed at TRP stems from a combination of external and
19 internal cultural influences, as well as the deliberate efforts of its exclusively male executive
20 leadership. TRP’s executive team consists entirely of men, including Daniel Firtel as President,
21 Brandon Johnson as Chief Executive Officer (“CEO”), Michael Kramer as Chief Financial
22 Officer (“CFO”), David Chiovetti as Chief Operating Officer (“COO”), who was later replaced
23 by Aaron Battista, and Ryan Johnson as General Counsel. Unfortunately, this executive panel of
24 men played a significant role in perpetuating the bro culture and gender disparity that is present
25 throughout the company. Their management and leadership styles fostered an atmosphere that
26 excluded women. Regrettably, this cultural sentiment and lack of diversity in the companies’
27 executive positions led to pervasive gender discrimination and retaliation, which has been evident
28 in the company’s decision-making processes and has resulted in the disparate treatment of female

1 employees.

2 15. During the early stages of TRP, there was a semblance of gender diversity within
3 the company due to Mr. Chiovetti's inclusive hiring practices. Mr. Chiovetti brought in a
4 considerable number of talented female individuals. Notably, this group included exceptional
5 professionals like Ms. Rawlings, Ms. Gager, and Ms. Carr, who further expanded the team by
6 bringing in Ms. Lefebvre and Ms. Zemel. Under Mr. Chiovetti's guidance, these women were
7 shielded from the gender discrimination that permeated from the executive level. Conversely,
8 Mr. Johnson, Mr. Firtel, and Mr. Kramer would hire exclusively men, including Bret Rosol,
9 Christian Swart, Eric (last name unknown), Marcus Vik, Simon Dillon Jr., and Jonesy (last name
10 unknown), to name a few, who remain part of the organization, even after purported lay-offs and
11 corporate restructuring.

12 16. Following Mr. Chiovetti's departure around January 2022, there was a notable
13 change at TRP, marked by a rise in gender discrimination. Mr. Batista, who succeeded Mr.
14 Chiovetti, was unable to adequately address and reduce the gender disparities within the
15 organization, as Mr. Chiovetti had previously done. The absence of Mr. Chiovetti's leadership
16 exposed female team leaders such as Ms. Rawlings and Ms. Carr, along with their subordinates,
17 to the glaring realities of gender inequality and discrimination within the executive level, and
18 ultimately, the company. This served as a turning point where the gender imbalances within the
19 organization became evident and concerning.

20 17. Of particular concern is the gender discrimination that led to the termination of
21 Plaintiffs. Within TRP's Product Team, there were seven members, comprised of four women
22 and three men. Among the members of the team were the four women, Ms. Rawlings (Vice
23 President of Buying, Planning & Allocation), Ms. Gager (Buying Manager), Ms. Lefebvre
24 (Senior Buyer), and Ms. Zemel (Buyer). The remaining male members of the team were Matthew
25 Scallen (Assistant Buyer), Cameron Gless (Buyer) and Rene Carmona (Inventory Manager). All
26 four women were terminated, purportedly as part of a reduction in workforce, while none of the
27 men were let go.

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1 18. Instead, the men were promoted days after Plaintiffs' terminations. Specifically,
2 Mr. Scallan was promoted from Assistant Buyer to Buyer, Mr. Gless was promoted from Buyer
3 to Senior Buyer, and Mr. Carmona was promoted to Director of Planning and Business
4 Intelligence. Apart from the men being promoted days after the women were terminated from the
5 team, Defendants also went on to hire additional male replacements for the terminated female
6 employees. James Phillips replaced Ms. Zemel just one week after her termination. Furthermore,
7 Zachary LeCompte-Goble was hired to replace Ms. Gager, who promptly announced his new
8 position on LinkedIn following Ms. Gager's termination.

9 19. TRP's Marketing team consisted of Bryan Elliot (Vice President of Marketing),
10 who left in November 2021, Brittany Carr (Senior Marketing Manager), Ally Noel (Marketing
11 Associate), and Michael Liu (Senior Marketing Manager). Ms. Noel made the decision to leave
12 TRP on her own due to the pervasive gender discrimination. On the other hand, Ms. Carr was
13 terminated under the pretext that the entire Marketing team was being dissolved. Instead of
14 replacing her, TRP hired an independent male contractor, Yogi Atwar, to handle the job
15 responsibilities previously held by Ms. Carr. Furthermore, TRP defended their decision to
16 maintain Mr. Liu's position and employment status by asserting that his role was categorized
17 within the Information Technology (IT) department, even though he was placed under the
18 Marketing department in the organizational structure. Additionally, Mr. Liu had been
19 interviewed by Ms. Carr for his marketing role and was explicitly instructed to follow her
20 guidance when it came to strategy and initiatives. It is worth noting that Mr. Liu's current position
21 shown on his LinkedIn profile is "Senior Manager, Digital Marketing & CRM."

22 20. Across the various departments at TRP, including the Product and Marketing
23 teams, it became evident that male employees were able to preserve their employment status by
24 moving within the company and assuming new responsibilities. Simultaneously, TRP actively
25 hired more male employees to address any remaining workforce gaps. This pattern extended
26 throughout the company and clearly indicates a gender bias favoring male employees. It is worth
27 mentioning that there were other men within the company whose positions underwent frequent
28 changes due to lack of work or poor job performance, yet they were never laid off:

- 1 a. Mr. Swart started his career with TRP on the company’s real estate team. When
2 Ms. Rawlings joined the company, Mr. Chiovetti asked her if she can figure out
3 how to use Mr. Swart on her team, as he was not needed in the real estate
4 department. Both Ms. Rawlings and Ms. Gager invested considerable time in
5 training him on business management and report analysis to improve his ability
6 to communicate effectively about sales. However, despite their efforts, he
7 struggled to meet the desired expectations and did not show significant progress
8 in these areas. Subsequently, he inexplicably found himself in the created role of
9 “Quality Control,” despite there being no clear basis, need, or justification for this
10 position.
- 11 b. Malique Parish initially served as the General Manager of the La Mesa store. Due
12 to his perceived expertise in cannabis, the executives attempted to find him a role
13 in the corporate office. First, they considered him for a training position, but
14 nothing materialized. Then, he accompanied Mr. Swart on various product-testing
15 trips. Afterwards, he assisted in strain selection for the unsuccessful wholesale
16 launch of Dr. Greenthumb and Burb. Subsequently, he was sent back to La Mesa
17 to address sales and inventory issues, but no findings were reported. Eventually,
18 the company introduced its own in-house brand called Casa, and Mr. Parish began
19 sourcing products for it in late 2022.
- 20 c. Cameron Martin started as a Project Manager for new store openings and was
21 promoted to Senior Project Manager within six months, despite limited experience
22 and no direct reports. It's worth highlighting that Mr. Martin was on the payroll
23 during a period when TRP had not opened any stores for more than six months.
24 He was unaffected by the layoffs while other employees were let go.
- 25 d. Mr. Vik was initially involved in licensing and later moved around different
26 departments without a defined role due to executive favoritism.
- 27 e. Mr. Dillon Jr. started in real estate but was reassigned to random jobs after the
28 company’s expansion plans slowed down. Mr. Rosol, similar to Mr. Dillon Jr.,

1 worked in real estate but was given random assignments once there was no more
2 work for him to do in the real estate department. He took on tasks like calling
3 dispensaries to promote a specific vape brand.

4 f. Andrew Parker managed the lowest-performing dispensary in Tulsa, which was
5 closed. However, he was given another opportunity as the General Manager of a
6 higher-performing location in Antioch.

7 g. Marcus Portofee managed a dispensary in Oklahoma City, which closed. Instead
8 of being laid off, he was placed in Las Vegas.

9 h. Yogi Atwar was hired as a contractor for social media marketing and made
10 multiple mistakes. Despite that, he was retained while female employees faced
11 discrimination and layoffs.

12 i. Eliav Cohen was initially responsible for wholesale efforts, which failed. Despite
13 lacking responsiveness and poor collaboration, he survived layoffs and continued
14 to work on various projects within the company.

15 21. Apart from these significant acts of discrimination that has highlighted the gender
16 disparity at TRP, it is important to note that each of the Plaintiffs have their own individual
17 experiences at the company that further reinforce the widespread presence of gender
18 discrimination and retaliation in the workplace. These Plaintiffs were subjected to various forms
19 of mistreatment, including but not limited to, discriminatory remarks, insufficient support from
20 management, exclusion from events and meetings, unequal promotion prospects, gender-based
21 harassment, and termination. These experiences serve as evidence of the deeply ingrained and
22 systemic nature of gender discrimination at TRP, which has negatively impacted the Plaintiffs
23 and other female employees at the company.

24 **Plaintiffs' Employment And Job Responsibilities With TRP**

25 22. On or around August 17, 2020, Ms. Gager commenced her employment with TRP
26 as a Buying Manager. Ms. Gager initially reported to Mr. Chiovetti, and then to Ms. Rawlings
27 after she joined the company. Ms. Gager's job responsibilities included: overseeing and directly
28 managing the buying team; training and developing the buying team; managing and buying all

1 product for California and reviewing orders and inventory decisions from other states/buyers;
2 partnering closely with vendors, purchasing product weekly, scheduling deliveries, and securing
3 promotions and products; setting up products in the system so they could be received and sold;
4 managing the products' lifecycle in the system, including but not limited to, pricing, vendors,
5 markdowns, and promotions; conducting business analysis on an ongoing basis to be reviewed
6 weekly; partnering with Marketing on all vendor and product marketing needs; teaming up with
7 the Inventory Manager to ensure that inventory needs were met; finding and bringing in new
8 products on an ongoing basis; liaising with store teams to ensure they had any products they
9 needed; and partnering with vendors for weekly allocations, drops, and exclusives. In exchange
10 for performing these job duties, Ms. Gager received a base salary of \$135,000 as well as
11 additional benefits.

12 23. On or around September 28, 2020, Ms. Carr, an African-American female, began
13 her employment with TRP in the position of Senior Marketing Manager. Ms. Carr reported
14 directly to Mr. Elliot from October 2022 to November 2021, Mr. Chiovetti from December 2021
15 to January 2022, and Mr. Firtel and Mr. Johnson from February 2022 to October 2022. Ms. Carr's
16 primary job responsibilities initially included: day-to-day management of store location
17 marketing needs; creative design of all TRP's campaigns; event activations and communication;
18 partnerships and events; new store opening event activation and support; swag development and
19 inventory management; creative and copy direction for in-store signage; traditional advertising,
20 including out-of-home, print, and radio; and the management of the Social Media Specialist.
21 When Mr. Elliot departed in November of 2021, Ms. Carr assumed his job responsibilities which
22 included: being the main contact for all marketing needs and execution; handling budget
23 planning; managing store promotions and sales development in collaboration with the product
24 team, while adjusting to meet local regulations; coordinating the promotional/event campaign
25 cadence with the product team; communicating promotions to the field; leading marketing
26 planning, execution, inventory management, and go-to-market strategy; representing marketing
27 in interdepartmental communications such as the Weekly Management Call with the C-Team
28 and cross-functional calls with the Operations Department; taking charge of compliance and legal

1 updates; overseeing the go-to-market of Florida collateral and strategy needs; providing creative
2 and copy direction for digital channels; offering feedback on digital channels; and delegating and
3 leading the marketing strategy for all team members, including the Digital Marketing Manager.
4 In exchange for performing these job duties, Ms. Carr received, among other things, a base salary
5 of \$110,000.

6 24. On or around November 9, 2020, Ms. Rawlings began her employment with TRP
7 as the Vice President of Buying, Planning and Allocation. Ms. Rawlings initially reported to Mr.
8 Chiovetti before his departure, and then to Mr. Kramer. Ms. Rawlings' job responsibilities
9 included: building planning and business intelligence capabilities for the organization;
10 developing tools and processes for Buying/Purchasing, P&A, and Logistics; establishing and
11 using departmental KPI's to drive performance; partnering with cross-functionals for alignment
12 on sales & margin projections and product/assortment strategies; training and developing direct
13 reports and the management team on thought processes for trend and historical analyses; creating
14 category and by-state merchandise management processes; managing a team of ten, including
15 buyers, planners, online coordinators, and compliance; overseeing business in California,
16 Nevada, Washington, Oregon, Colorado, Oklahoma, Massachusetts, and Florida; liaising with
17 partners in locations that were not sole operators; maintaining a robust weekly call schedule,
18 roughly 20 calls per week; conducting weekly calls with all stores & store teams to support their
19 inventory needs; buying all cannabis, as well as all apparel & accessories for all locations; owning
20 and managing various systems such as Cova, Dutchie, Business Intelligence, and online
21 platforms including Weedmaps and Dutchie; owning and overseeing all company reporting as
22 well as deploying Business Intelligence for data visualization; conducting monthly physical
23 inventory checks (which recently shifted to quarterly at the end of her tenure); ideating vendor
24 reporting that was deployed to key vendors on a monthly basis; working with the Inventory
25 Manager to develop demand plans by vendor to support the business along the lines of inventory
26 management; partnering intensely with Marketing, Operations, and Store Teams; partnering with
27 CCCP on various aspects: weekly allocations, grows, projections, promotions, personal
28 appearances, drops, exclusives, and regularly troubleshooting issues with production and stressed

1 relationships with growers; developing and executing all promotions and markdowns, including
2 identifying products to include, partnering with any vendors if applicable, working with
3 Marketing to produce assets, communicating to the field the criteria, marking the products
4 accordingly in the system, and mirroring promotions on online platforms; gathering, posting,
5 and updating all online assets such as photos, descriptions, and testing; conducting store &
6 facilities visits; supporting store openings; and working to develop some aspects of the Private
7 and White Labeling. In exchange for performing these job duties, Ms. Rawlings received a base
8 salary of \$175,000, as well as additional benefits.

9 25. During her employment with Defendant, Ms. Rawlings maintained substantial
10 and ongoing contact with the State of California, even after she temporarily relocated to Costa
11 Rica on a tourist visa in May 2022. Even after May 2022, she continued to perform significant
12 work connected to California-based operations. Rawlings traveled to California multiple times
13 after May 2022, including for business meetings and team offsite events in Los Angeles, Santa
14 Rosa, and other locations throughout the state. Notably, on January 27, 2023, Rawlings was in
15 Los Angeles, California when she was informed of her termination. Additionally, Rawlings
16 maintained a constant presence in the state of California by maintaining a storage unit with all of
17 her belongings in Long Beach, California, maintaining a vehicle registered in California,
18 continuing to pay California state taxes, and receiving California state unemployment benefits
19 following her termination.

20 26. On or around February 8, 2021, Ms. Lefebvre began her employment with TRP
21 as a Senior Buyer. Ms. Lefebvre reported directly to Ms. Rawlings. Ms. Lefebvre's primary job
22 responsibilities included: managing and buying all product for Oklahoma and Colorado for a
23 portion of her tenure; handling all apparel & accessories for all locations, which involved
24 handling location-specific collections known as "Local Reserve" through a hands-on process
25 spanning several months from ideation to delivery; conducting weekly business reviews;
26 conducting weekly store calls to review business and provide advance notice of upcoming events
27 such as product arrivals, promotions, and new vendors; setting up and managing products in
28 systems; managing the product lifecycle, including but not limited to, pricing, promotions, and

1 markdowns; providing support for marketing endeavors; working closely with local vendors on
2 product pipeline, promotions, events; and collaborating with local growers and partners to
3 address product and store needs. In exchange for performing these job duties, Ms. Lefebvre
4 received a base salary of \$90,000, as well as additional benefits.

5 27. On or around September 27, 2021, Ms. Zemel joined TRP as a Buyer for TRP's
6 Las Vegas store, leveraging her extensive eight-year experience in the cannabis industry and her
7 vast knowledge and established networks particularly in the Las Vegas market. Ms. Zemel
8 reported directly to Halley Gager, who resides in California. Ms. Zemel's job responsibilities
9 included: managing and buying all products for Nevada; conducting weekly business reviews;
10 conducting weekly store calls to review business and provide advance notice of upcoming events
11 such as product arrivals, promotions, and new vendors; setting up and managing products in
12 systems; managing the product lifecycle, including but not limited to, pricing, promotions, and
13 markdowns; providing support for marketing endeavors; working closely with local vendors on
14 product pipeline, promotions, events; and collaborating with local growers and partners to
15 address product and store needs; and buying all products for Oklahoma after Ms. Lefebvre was
16 terminated. In exchange for performing these job duties, Ms. Zemel received, among other things,
17 a base salary of \$90,000.

18 28. Although Ms. Zemel resided in Las Vegas throughout her employment, she
19 maintained significant and ongoing business contacts with California. Zemel worked closely with
20 California-based brands and vendors to manage product promotions, pricing negotiations, and
21 event collaborations that occurred in California. These brands included Wyld, Heavy Hitters,
22 Kiva, Church, Kushy Punch, Dixie + Mary's Medicinals, and Cann, with contacts such as Erika
23 (last name unknown), Allie Greenstone, and Luke Anderson. Zemel's role in managing these
24 California-based relationships required continuous coordination and communication with
25 California businesses. Furthermore, Zemel traveled to California in late 2022 to participate in an
26 offsite meeting where she met with new team members and the executive team to discuss
27 department improvements and initiatives.

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1 **The President of TRP Believed that Woman Cannot Sit at the Table in the Cannabis**
2 **Industry and Men Are Better Equipped To Negotiate by “Bro-ing” Out**

3 29. As stated above, things at the Company really shifted for the Plaintiffs once Mr.
4 Chiovetti left the company. However, even before he left, there were clear signs that many of
5 the male executives did not believe that women belonged in the cannabis space. For example,
6 the Emerald Cup, one of the largest and most prestigious annual cannabis trade shows, took place
7 on or around April 23 and 24, 2021. Ms. Gager and Ms. Rawlings were in charge with overseeing
8 which products would be placed in TRP retail stores, and they frequently interacted with vendors
9 attending the Emerald Cup, making them the clear choice to attend and represent the company at
10 the trade show. Instead, Mr. Firtel sent two male employees, Mr. Swart and Mr. Parish. It was
11 widely recognized that nobody understood Mr. Swart and Mr. Parish’s roles, including Mr.
12 Kramer, who openly admitted his lack of knowledge about their responsibilities. Nevertheless,
13 Mr. Firtel consistently assigned them to different positions and sent them to represent the
14 company at various events, like the Emerald Cup, even though it was evident that female
15 employees like Ms. Gager or Ms. Rawlings, who were ultimately responsible for product
16 selection in the stores, would have been more suitable choices.

17 30. Shortly after the Emerald Cup, on or around the end of April 2021, a meeting took
18 place which focused on TRP’s vendor relationships. Ms. Gager, Ms. Rawlings, Mr. Firtel, Mr.
19 Johnson, and Mr. Kramer, along with others, attended the meeting. During the discussion, Ms.
20 Gager mentioned that she had developed strong connections with vendors. In response, Mr. Firtel
21 remarked, “these are legacy growers, and some tables are just not meant for you to sit at.” Mr.
22 Johnson remarked, “if you understand what he means,” confirming the notion that Mr. Firtel was
23 referring to the fact she was female in a male-dominated industry. The choice of exclusively
24 sending male employees to the event, combined with his derogatory statement, clearly indicated
25 that Mr. Firtel perceived Ms. Gager’s gender as a restrictive factor, which he held against her,
26 believing that it would somehow make her less able to do her job in the cannabis space.

27 31. Following the meeting, members of Ms. Gager’s team who were in attendance
28 extended their apologies to Ms. Gager for her having to bear the brunt of Mr. Firtel’s

1 discriminatory and derogatory comment. Ms. Gager was deeply hurt by Mr. Firtel’s comment to
2 the extent that she became emotional and tearful and contacted Ms. Rawlings to seek guidance
3 on how to address the incident. Ms. Rawlings recommended that Ms. Gager report the incident
4 to Mr. Kramer, and a three-way call was scheduled for this purpose. During the call, Ms. Gager
5 communicated her complaint concerning Mr. Firtel’s discriminatory comment to Mr. Kramer,
6 specifically mentioning that it was clear that the comment was related to her gender. Mr. Kramer
7 dismissed Ms. Gager’s concerns and suggested that she was taking the remark too personally.
8 Notably, Mr. Kramer did not deny the fact that the comment was related to her being female.

9 32. Shortly after Mr. Chiovetti’s departure, on or around February 17, 2022, Mr. Firtel
10 once again blatantly expressed his opinion to Plaintiffs that meetings with owners and CEO’s of
11 cannabis companies would yield different outcomes depending on the gender of the attendees.
12 He specifically told Ms. Lefebvre, Ms. Zemel, Ms. Gager and Ms. Rawlings that if he and other
13 males were in the room instead of them, the negotiations would be more successful. Mr. Firtel
14 stated that the “vibe” would be different with women present and that he and Mr. Swart would
15 be better equipped to negotiate because they are men and that better margins could be obtained
16 by “bro-ing out” with owners, a practice that he believed women were ill-equipped to do. In
17 response, Ms. Rawlings tactfully suggested dividing the task of securing better margins for the
18 company’s brands between Ms. Gager, a highly capable female, and Mr. Swart and Mr. Parish,
19 both males, to expose the underlying discriminatory nature of Mr. Firtel’s remark. Pressured and
20 faced with the consequences of his bias, Mr. Firtel reluctantly agreed to Ms. Rawling’s
21 suggestion. Accordingly, Ms. Gager took on a portion of the brands, while Mr. Firtel assigned
22 Mr. Swart and Mr. Parish to the rest. Following that meeting, Ms. Lefebvre expressed her
23 concerns about Mr. Firtel’s inappropriate and sexist remarks to Ms. Gager and Ms. Rawlings.
24 Ms. Gager and Ms. Rawlings explained to her that this wasn’t the first time Mr. Firtel had made
25 such comments.

26 33. Despite Mr. Firtel’s discriminatory remark, Ms. Gager successfully obtained
27 better pricing and margins for several brands, whereas Mr. Swart and Mr. Parish obtained none.
28 To name a few, Ms. Gager was able to negotiate with Kiva to increase their margin from 50% to

1 55%. With Preferred Gardens, she was able to increase their margin from 50% to 51%.
2 Statehouse (Greenfied Organix) was also a success, as Ms. Gager was able to move multiple
3 brands under their umbrella to 56-57% and lower the Manufacturer's Suggested Retail Price
4 ("MSRP") while maintaining the same margin. With Raw Garden, Ms. Gager was able to cut the
5 MSRP in half. She also negotiated with them to provide promotional units a few times a year,
6 something they never did before. With Jeeter Vapes, Ms. Gager negotiated pricing for
7 disposables to \$34 instead of their suggested \$36, while maintaining a 50% margin. She was also
8 able to continually get them to provide exclusive launches and promotional products for sales.
9 Conversely, Mr. Swart and Mr. Parish failed to secure better margins or pricing for any of the
10 brands they were assigned. Still, these men somehow managed to retain their jobs over the
11 women, including Ms. Gager, despite successive rounds of layoffs.

12 34. As another example of Mr. Firtel's discriminatory animus, on or around October
13 2021, Mr. Firtel reallocated a large portion of Ms. Lefebvre's job responsibilities to a male
14 employee, Mr. Gless, without reason. When Ms. Lefebvre asked for an explanation for this
15 decision, she was told that her role was being "elevated," however, Ms. Lefebvre never received
16 an actual elevation in her position or compensation. Instead, Mr. Gless was now in charge of a
17 large portion of Ms. Lefebvre's previous responsibilities, specifically buying and managing
18 inventory for two Colorado TRP locations.

19 35. Thereafter, throughout 2022, Mr. Firtel engaged in a pattern of going directly to
20 Mr. Gless for tasks and assignments related to product placement, bypassing his supervisors, Ms.
21 Gager and Ms. Rawlings. Despite their supervisory roles over Mr. Gless, Mr. Firtel repeatedly
22 and deliberately circumvented the established chain of command and excluded Ms. Gager and
23 Ms. Rawlings from decision-making processes, explicitly because Mr. Gless is a male and Ms.
24 Rawlings and Ms. Gager are female.

25 36. In or around July 2022, Ms. Rawlings, Ms. Gager and Ms. Lefebvre raised issues
26 to Mr. Kramer regarding their exclusion from meetings or decision-making processes, as well as
27 Mr. Firtel repeatedly going to Mr. Gless and leaving Ms. Rawlings, Ms. Gager and Ms. Lefebvre
28 out of conversations where they should have been included. Mr. Kramer referred to Ms.

1 Rawlings, Ms. Gager and Ms. Lefebvre as a group of whiners and instructed them not to voice
2 their concerns to individuals in executive positions. This statement was reiterated several times
3 during the discussion, effectively discouraging Plaintiffs from voicing their complaints. Ms.
4 Lefebvre expressed to Mr. Kramer that she found it offensive that he was calling the female
5 employees whiners as the Product Team, comprised mostly of female employees, was the hardest
6 working team in the company.

7 **Ms. Carr Assumes The Responsibilities of the VP Marketing Role After Mr. Elliot's**
8 **Departure, is Promised a Promotion, and Raises Concerns of Other Male Employees**
9 **Receiving Promotions When She Does Not Receive One**

10 37. On or around November 2021, following Mr. Elliot's (Vice President of
11 Marketing) departure, Mr. Chiovetti assured Ms. Carr that she would receive a promotion and
12 raise in light of her assuming all of Mr. Elliot's responsibilities. Unfortunately, because of Mr.
13 Chiovetti's departure in January 2022, he was unable to follow through to ensure that Ms. Carr
14 received her promotion and raise.

15 38. On or around February 16 and February 25, 2022, Ms. Carr inquired about her
16 promotion and raise, and specifically brought the issue up with HR representative, Ms. Ewing.
17 Ms. Ewing repeatedly told Ms. Carr to wait for "30 more days."

18 39. On or around February 28, 2022, Mr. Batista joined the company as Mr.
19 Chiovetti's replacement. Ms. Carr notified Mr. Batista that she was promised a promotion based
20 on her assuming Mr. Elliot's role. Unfortunately, Mr. Batista was also evasive. Unsurprisingly,
21 Mr. Batista did not take any definitive steps to fulfill the promise of promoting Ms. Carr. On or
22 around March 10, 2022, Ms. Carr brought up the same issue to Mr. Johnson. In response, Mr.
23 Johnson brushed it off, mentioning that he was too busy to consider the prospect of the promotion.

24 40. During this waiting period, Mr. Firtel and Mr. Johnson assigned Ms. Carr
25 additional tasks to evaluate her capabilities, such as the Weekly Round Table, Leading Brand &
26 Strategy, and the Planning Calendar. When Ms. Carr completed these tasks, and would ask for
27 the status of her promotion, Ms. Carr again encountered evasive responses and was eventually
28 informed that she was expected to perform at higher levels without the promotion that was

1 promised to her.

2 41. On or around September 26, 2022, a job description was shared on LinkedIn
3 which perfectly reflected Ms. Carr’s current role, including the additional responsibilities she had
4 taken on after Mr. Elliot left. Ms. Carr promptly brought this job advertisement to the attention
5 of Ms. Ewing and sought clarification. In her email to HR, Ms. Carr underscored that the
6 Marketing department, which was predominantly female at the time, was conspicuously left out
7 of promotions and evaluations. Despite her persistent efforts, Ms. Carr never received any
8 response regarding her concerns nor the promotion that had been promised to her.

9 42. Throughout Ms. Carr’s employment, Mr. Firtel’s behavior towards Ms. Carr
10 during weekly meetings was overtly discriminatory. He frequently questioned her ability and
11 skills based on her gender and racial identity. When Ms. Carr presented potential events or
12 partnerships, her knowledge of the customer base was repeatedly doubted. Mr. Firtel would
13 evaluate whether the event was “trappy” enough (i.e. if it adequately catered to a black audience)
14 or would question if she knew what “guys” wanted.

15 43. The disparity became even more evident when Mr. Firtel brought on Mr. Atwar,
16 a male marketing social media freelancer, to effectively push Ms. Carr out of her job. Unlike Ms.
17 Carr’s experience, Mr. Atwar was immediately given significant resources, including budgets
18 and access to key partners and executives. Mr. Atwar immediately received preferential
19 treatment, with the company investing in his training, inviting him to outings and client meetings,
20 and granting him the authority to represent the entire Marketing division. Moreover, the
21 requirements for Mr. Atwar to launch a campaign differed significantly from those previously
22 imposed on Ms. Carr. While she had to liaise with operational partners, develop forecasts, create
23 a comprehensive plan, pitch it to vendors, and wait for approval for several months, Mr. Atwar
24 would simply send a text with an idea and received immediate approval. Unfortunately, this
25 undermined Ms. Carr’s work completely.

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1 **Exclusion of Female Employees from Company-Sponsored Event at Miami’s Topless**
 2 **Nightclub 'E11EVEN'**

3 44. On or around July 2022, TRP launched the grand opening of its Miami Bird Road
 4 Store. Ms. Rawlings, Ms. Carr, and Ms. Noel played pivotal roles in the grand opening and were
 5 in Miami specifically for this occasion. To celebrate the store’s launch, Mr. Johnson and Mr.
 6 Firtel planned a post-grand opening celebration that they concealed from the females at the store
 7 opening. They chose E11EVEN for the venue, a well-known topless nightclub in Miami. Neither
 8 Mr. Johnson nor Mr. Firtel extended an invitation for the company sponsored event to any of the
 9 female employees. It was only after Ms. Rawlings found out that a post-grand opening
 10 celebration was taking place and complained to Mr. Firtel and Mr. Johnson that none of the
 11 women had received invitations that they were reluctantly permitted to attend.

12 45. The atmosphere at E11EVEN was far from inclusive. Upon arrival, it was evident
 13 that the male attendees, including Mr. Johnson and Mr. Firtel, had come prepared with stacks of
 14 single dollar bills, presumably to tip the topless dancers. The bottle service girls circulated the
 15 venue holding a "Cookies" sign, and a prominent "Cookies" logo banner was displayed on a big
 16 screen in the venue. These clear brand markers indicated that this event was premeditated, with
 17 the purpose of providing entertainment for the male employees. The three women, who were
 18 reluctantly given a last-minute invitation, were palpably unwelcome amongst the approximately
 19 twenty men from the company in attendance at the company-sponsored event at a topless
 20 nightclub. Below are screenshots of servers holding a Cookies sign cutout at the company-
 21 sponsored event:

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The Initial Wave of Dismissals Targeting Female Employees

46. Instances of gender bias and unfair employment practices came to the forefront at TRP in October 2022, when the executive male-lead board decided to begin layoffs of female employees from the company.

47. In or around October 2022, Mr. Kramer instructed Ms. Rawlings that she needed to terminate Ms. Gager and Ms. Lefebvre under the guise of their positions being eliminated. This was unorthodox because typically when layoffs occurred, it was standard practice for TRP to approach the manager of a particular department and tell them that they needed to get rid of “x” number of people or free up a certain amount of salary budget. Rather than following standard protocol - which would have allowed Ms. Rawlings to select which team members to lay off based on performance and experience - Mr. Kramer specifically directed her to terminate both female employees, Ms. Gager and Ms. Lefebvre. This directive came despite the presence of male team members with less experience (Mr. Scallan, Mr. Gless, and Mr. Carmona) and other male employees whose roles were so unclear that Mr. Kramer himself admitted not knowing their job responsibilities (Mr. Swart and Mr. Parish).

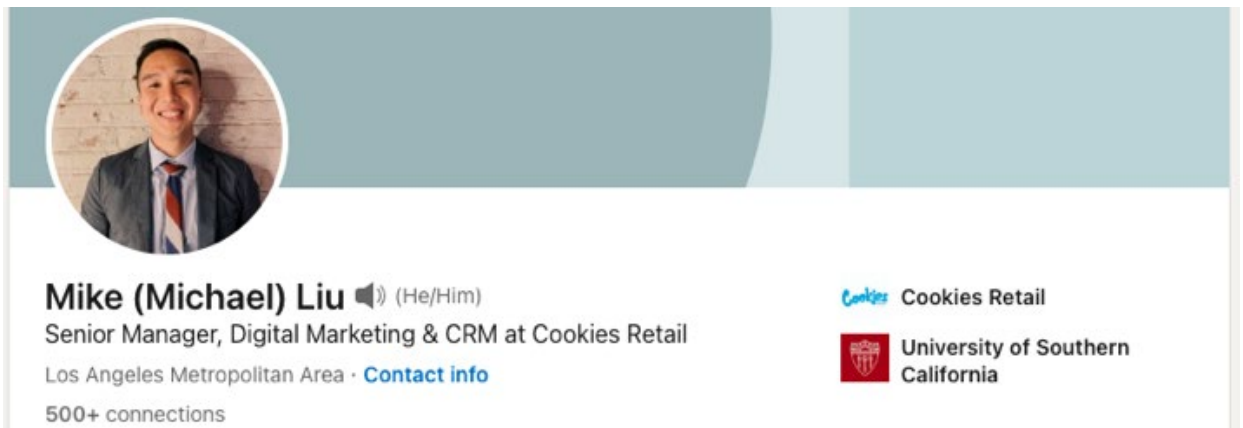
1 48. Ms. Rawlings knew there was no chance she was going to convince the executive
2 team to keep both women, despite recognizing the significant contributions of both team
3 members. Ms. Gager was the lead of all the California stores and vendors and as such, Ms.
4 Rawlings conceded on following Mr. Kramer’s instruction of terminating Ms. Lefebvre but
5 stated that she was going to speak to the other Executive team members about the decision to
6 terminate Ms. Gager.

7 49. With respect to Ms. Lefebvre, a meeting was arranged where she was informed
8 of her termination by Ms. Ewing, Ms. Rawlings, and Ms. Gager. The reason provided for her
9 termination was the elimination of her position. Notably, Ms. Lefebvre never encountered any
10 disciplinary issues or received unfavorable performance reviews with the company and
11 consistently showcased outstanding performance. It was clear that this was simply an attempt to
12 get rid of female employees as no rationale was provided for Ms. Lefebvre's dismissal other than
13 job elimination, and no male colleagues faced layoffs.

14 50. With respect to Ms. Gager, Ms. Rawlings proceeded to have several calls with
15 Mr. Johnson during which she continuously tried to convince him not to terminate Ms. Gager.
16 During one of the phone calls, Mr. Johnson conceded that he viewed Ms. Gager’s attitude as a
17 problem (aka the real reason he wanted to eliminate her). When Ms. Rawlings asked for
18 clarification about the specific attitude that was at issue, knowing that Ms. Gager was always
19 professional and this had to do with the fact that Ms. Gager was female and was resistant to the
20 bro-culture that the company was trying to exert, Mr. Johnson replied, “how do I get her to not
21 roll her eyes at me.” Ms. Rawlings explained that this was not an appropriate basis for assessing
22 Ms. Gager (and she also knew that Ms. Gager did not roll her eyes at Mr. Johnson). Ms. Rawlings
23 ended up persuading Mr. Johnson to grant Ms. Gager a 30-day opportunity to address these
24 perceived issues. However, when Ms. Rawlings asked Mr. Johnson to outline specific
25 performance benchmarks for this 30-day period, he indicated that it was a more "subjective
26 perceived improvement" and that he couldn't provide concrete metrics, once again clearly
27 demonstrating that this was about her status as a female and her protected complaints and not
28 about her actual work performance. After it was decided that Ms. Gager was going to stay on for

1 the time being, Mr. Kramer instructed Ms. Rawlings not to inform Ms. Gager about the
2 conversations surrounding her termination.

3 51. Also, on or around October 21, 2022, Ms. Carr was laid off under the pretext that
4 the whole Marketing department was being dissolved, and as a result her position was being
5 eliminated. Despite that claim, TRP kept Mr. Liu, the sole male employee in the marketing
6 department, by falsely categorizing his role as IT to justify keeping him. It is worth noting that
7 Mr. Liu was listed under Marketing in the department organization chart and was interviewed by
8 Ms. Carr for his position within the marketing team. Furthermore, the screenshot attached below
9 indicated that Mr. Liu's current role on LinkedIn is the Senior Manager, Digital Marketing &
10 CRM at Cookies Retail:



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19 52. Throughout her employment at TRP, Ms. Carr consistently demonstrated
20 exceptional performance. It is important to highlight that she never faced any disciplinary action
21 or received negative performance evaluations during her tenure with the company.

22 **Systematic Exclusion of Ms. Zemel Due to Her Gender**

23 53. Ms. Zemel, in her role as the buyer for the Las Vegas store, faced persistent
24 exclusion and marginalization as a result of her gender. Mr. Firtel consistently favored Mr.
25 Phillips, a lower-ranked male employee, over Ms. Zemel, despite her being in a higher position.

26 54. In or around October 2022, during the MJBizcon Cannabis Convention held in
27 Las Vegas, Mr. Firtel recognized that TRP's Las Vegas location had the potential to be a huge
28 revenue generator. While Ms. Zemel was the corporate buyer for the Las Vegas store, Mr. Firtel

1 consistently overlooked her and excluded her from crucial discussions and events that pertained
2 to her job responsibilities. Instead, he devoted significant time to interacting with Mr. Phillips,
3 the newly hired co-manager for the Las Vegas retail store. As the store's co-manager, Mr.
4 Phillips' responsibilities involved overseeing the sales floor, the back of the house, and ensuring
5 that the shift leads reported to him. On the other hand, Ms. Zemel worked for corporate and was
6 responsible for determining which products were carried and sold in the Las Vegas store. Despite
7 this, Mr. Firtel constantly bypassed Ms. Zemel and directly communicated with Mr. Phillips,
8 excluding her from discussions regarding the store's product selection. For instance, Mr. Phillips
9 and Mr. Firtel attended a hockey game to meet with a vendor contact, but Ms. Zemel was
10 excluded even though it was Ms. Zemel's responsibility to maintain vendor relationships.
11 Accordingly, Ms. Zemel had to repeatedly request inclusion in these conversations for several
12 weeks after his visit.

13 55. In or around December 2022, Mr. Firtel and Mr. Johnson began participating in
14 Ms. Zemel's weekly product calls for the Las Vegas store, to collaborate and plan for future
15 events, and to review deliveries. Mr. Firtel and Mr. Johnson consistently directed their inquiries
16 and attention to Mr. Phillips, thereby rendering Ms. Zemel's participation and input obsolete,
17 effectively excluding, and disregarding her.

18 56. Later that same month, Mr. Firtel returned to Las Vegas and requested Mr.
19 Phillips to coordinate grow tours for his upcoming visit, conspicuously omitting any mention of
20 involving Ms. Zemel, despite it being within her job purview to organize such tours. While Mr.
21 Phillips did reach out to Ms. Zemel to acquire her vendor contacts, he too excluded her from the
22 initial setup and planning. Consequently, Ms. Zemel contacted Mr. Firtel herself, expressing her
23 desire to participate in future discussions regarding the matter. Despite Mr. Firtel's initial
24 agreement to include her on organizing additional tours, Ms. Zemel was never extended an
25 invitation to attend the tours, in contrast to Mr. Phillips, who enjoyed inclusion in several grow
26 tours and dinners.

27 57. Accordingly, Ms. Zemel informed Ms. Rawlings that Mr. Firtel had been
28 circumventing Ms. Zemel and reaching out to Mr. Phillips directly regarding product related

1 issues for the Las Vegas store, effectively sidelining her from the decision-making process. It
2 was becoming so blatant and obvious that Ms. Zemel was being excluded and overlooked
3 because she is a woman, that Ms. Zemel and Ms. Rawlings complained to HR director, Ms.
4 Ewing, about Ms. Zemel's exclusion from discussions and responsibilities that fell under her
5 purview as a buyer for the Las Vegas store. Ms. Ewing agreed that given Ms. Zemel's role and
6 responsibilities, it was imperative for her to be included in these calls and meetings. However,
7 instead of looking into it further, Ms. Ewing asked Ms. Rawlings if she had spoken with Amelia,
8 the District Manager, about the situation. Despite escalating these concerns to HR, no changes
9 were made, and Ms. Zemel continued to be excluded.

10 **Ms. Rawlings is Chastised for Spending Company Funds While the Males Enjoy a Team**
11 **Building Event in Cabo San Lucas**

12 58. In or around October/November 2022, Ms. Rawlings, the team leader of the
13 Product Team, organized her annual off-site meeting where the team gathered to review business
14 performance and discuss strategic planning. While these in-person sessions naturally fostered
15 team bonding, their primary focus was on business objectives and future planning. While most
16 of her team members were local, she went to great lengths to accommodate the only two remote
17 members, Ms. Zemel and Yvonna Monti, arranging for them to fly in for the off-site gathering.
18 However, when Mr. Kramer learned of this, he responded with hostility, berating Ms. Rawlings
19 for her decision. In a shocking outburst, he yelled, "wrong timing, here you are flying your team
20 to have an offsite, wrong timing, wrong timing!" What made this even more troubling was the
21 stark contrast in treatment, as TRP had previously approved and funded an all-male Real Estate
22 team to enjoy a team-building event in Cabo San Lucas, and also permitted Mr. Firtel to rent a
23 penthouse suite in Las Vegas for a cannabis convention.

24 59. In or around December 2022, Ms. Rawlings received a call from Mr. Kramer
25 where Mr. Kramer made a derogatory gender-based comment, conveying to Ms. Rawlings that
26 she was once regarded as the company's most valuable asset, but that this was no longer the case
27 because she "gossiped" and is "too emotional." These comments were a clear reference to her
28 gender and implied that being a woman was somehow a detriment to the company.

Further Icing Out of Female Employees

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2 60. In a series of unsettling incidents spanning from December 2022 to January 2023,
3 Plaintiffs faced a pattern of exclusion and disregard in crucial discussions and communications,
4 perpetuating the concerning gender bias within the workplace.

5 61. During a specific occurrence in December 2022, Mr. Johnson, in the course of a
6 bi-weekly meeting, disclosed his participation in a pricing discussion meeting held with male
7 colleagues within the office. Notably, the subject matter of pricing was within the purview of
8 Ms. Rawlings' responsibilities. When Ms. Rawlings confronted Mr. Johnson and sought an
9 explanation for her exclusion from this discussion, Mr. Johnson offered a rationale that lacked
10 substance and coherence. He asserted that the meeting took place in person, despite the
11 company's fully remote working arrangement, and cited Ms. Rawlings' absence from the office
12 as the reason for her exclusion. Ms. Rawlings had established a reputation for her consistent
13 availability and even brought to Mr. Johnson's attention her accessibility via Microsoft Teams,
14 which could have facilitated her participation. In response, Mr. Johnson brushed off her statement
15 and made no effort to make up for the exclusion by filling her in on the details.

16 62. On or around December 28, 2022, Ms. Gager and Ms. Rawlings were notably
17 absent from an email communication sent by Mr. Firtel pertaining to TRP's Las Vegas store and
18 its operational performance. This email was forwarded to Ms. Gager and Ms. Rawlings by Ms.
19 Zemel with the intent of keeping them up-to-date on developments within the organization. Given
20 their respective roles as vice president and manager of the Product Team, both Ms. Gager and
21 Ms. Rawlings should have been included in the email communication to support Ms. Zemel and
22 gain a comprehensive understanding of the business strategy. However, rather than including
23 them, Mr. Firtel opted to include male individuals such as Mr. Atwar, who managed the social
24 media pages and had no relevant connection to the matter at hand.

25 63. On or around January 3, 2023, both Ms. Gager and Ms. Rawlings were excluded
26 from the Casa product launch call with Mr. Firtel, Mr. Parish, Mr. Swart, and Mr. Cohen. The
27 objective of the call was to deliberate on the upcoming launch of the product in stores in the
28 ensuing weeks. Given that Ms. Gager and Ms. Rawlings were responsible for managing the

1 product, assigning it to stores, and had been working closely with Mr. Parish on the launch, their
2 participation in the call was crucial. Despite this, they were intentionally omitted from the call.

3 64. In or around January 2023, TRP introduced Snoop Dogg’s brand - Death Row.
4 Surprisingly, Ms. Rawlings and Ms. Gager were not informed or involved in the launch, despite
5 it falling within their responsibilities. Instead, they learned about the product launch from a
6 Forbes article published on December 29th, 2022, just a few days before the scheduled shipment.
7 Following the article’s release, Mr. Firtel contacted Ms. Rawlings and instructed her to engage
8 with vendors who possessed the relevant cannabis flower and to coordinate obtaining the product
9 from them. Ms. Rawlings, Ms. Gager, and Ms. Zemel immediately went into full planning mode,
10 organizing the drop date and other details. However, they encountered significant difficulties in
11 preparing for the launch. They repeatedly reached out to Mr. Firtel, who was responsible for the
12 initiative, seeking essential information. Despite sending multiple follow-up messages, they
13 faced challenges in receiving any relevant details from him. This situation left them feeling as if
14 Mr. Firtel was excluding and undermining them, setting them up for failure.

15 65. Following the Death Row Launch, Ms. Rawlings and Ms. Gager had a meeting
16 with Mr. Firtel to discuss how the launch could have been more successful. Ms. Rawlings and
17 Ms. Gager brought up that the lack of communication and that the response rate from Mr. Firtel
18 was dismal. Specifically, Ms. Gager requested that the females be included on some of these big
19 new initiatives. Mr. Firtel’s response was a begrudging “sure,” as if it were a daunting task to
20 have to include the company’s Buying Manager on new product launches.

21 66. In or around January 2023, Mr. Kramer scheduled a meeting titled
22 “Communication” with Ms. Rawlings and Mr. Firtel. During the meeting, which lasted a
23 maximum of five minutes, Mr. Firtel became aggressive towards Ms. Rawlings. She provided
24 input on necessary actions and expressed her stance on the product drops for Snoop Dogg’s
25 brand, Death Row, and Casa. Additionally, the issue of Ms. Zemel being excluded from grow
26 tours and not receiving invitations to dinners was discussed, along with Mr. Phillips being the
27 sole point of contact for all buying and vendor-related matters. During the call, Mr. Firtel stated
28 his unwillingness to address the situation any further and abruptly ended the conversation by

1 hanging up on Ms. Rawlings and Mr. Kramer.

2 **The Second Wave of Dismissals Targeting Female Employees**

3 67. On December 22, 2022, Mr. Scallan informed Ms. Gager of a conversation he had
4 with Josh Wilson, a former General Manager at TRP. He found out that Mr. LeCompte-Goble
5 interviewed for a Buyer position at TRP and was provided a list of stores he would be handling.
6 Notably, these were the same stores that Ms. Gager and Ms. Rawlings oversaw. It became clear
7 that Mr. Firtel and Mr. Johnson were actively seeking to replace female employees with male
8 counterparts.

9 68. On January 27, 2023, Ms. Rawlings, Ms. Gager, and Ms. Zemel were
10 unfortunately terminated under the pretense of a workforce reduction. This decision was jointly
11 made by Mr. Firtel and Mr. Johnson. It is worth emphasizing that Ms. Rawlings, Ms. Gager, and
12 Ms. Zemel never received any form of disciplinary actions or performance improvement plans
13 during their tenure with TRP.

14 69. In contrast, the male members of the team experienced promotions shortly after
15 the Plaintiffs' terminations. Notably, Mr. Scallan advanced from Assistant Buyer to Buyer, Mr.
16 Gless was promoted from Buyer to Senior Buyer, and Mr. Carmona was elevated to the position
17 of Director of Inventory. These promotions occurred mere days after the women were terminated
18 from their positions. Furthermore, TRP proceeded to hire additional male employees to replace
19 the terminated female staff members.

20 70. Ms. Gager's position was simultaneously filled by Mr. LeCompte-Goble. Mr.
21 LeCompte-Goble announced his new job on LinkedIn a mere few hours following Ms. Gager's
22 termination. It is worth highlighting that Ms. Gager had always been regarded as a top-
23 performing employee. Below is a screenshot of a letter detailing that Ms. Gager's position was
24 eliminated due to a department restructure screenshot followed by a screenshot of Mr. LeCompte
25 Goble celebrating his new role at TRP that same afternoon Ms. Gager was terminated:

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February 9, 2023

Re: Halley Gager

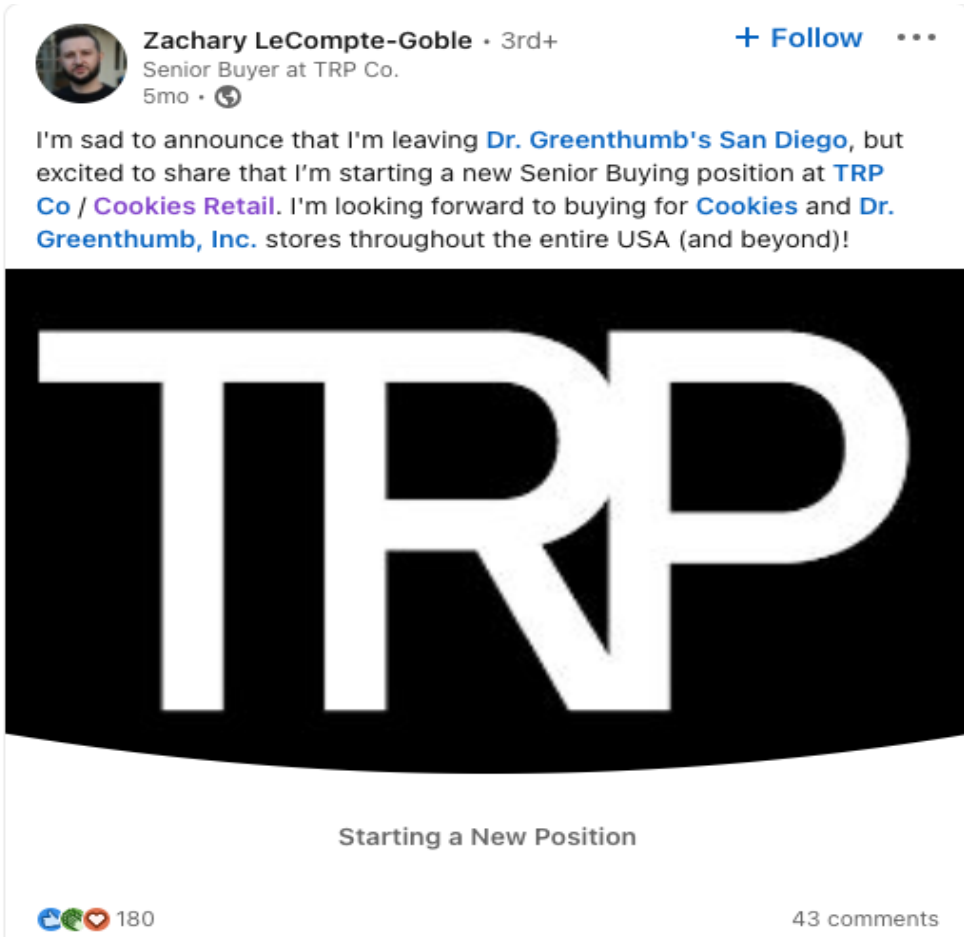
To Whom It May Concern:

This letter is to verify the above-mentioned associate was previously employed full-time with TRP as the Buying Manager. Her last day of employment was January 27, 2023. Halley's position was eliminated due to a department restructure.

Please feel free to contact me at 714-296-4845 should you need anything further.

Sincerely,


Heather Ewing
Vice President, Human Resource



Zachary LeCompte-Goble · 3rd+
Senior Buyer at TRP Co.
5mo · 🌐

[+ Follow](#) ...

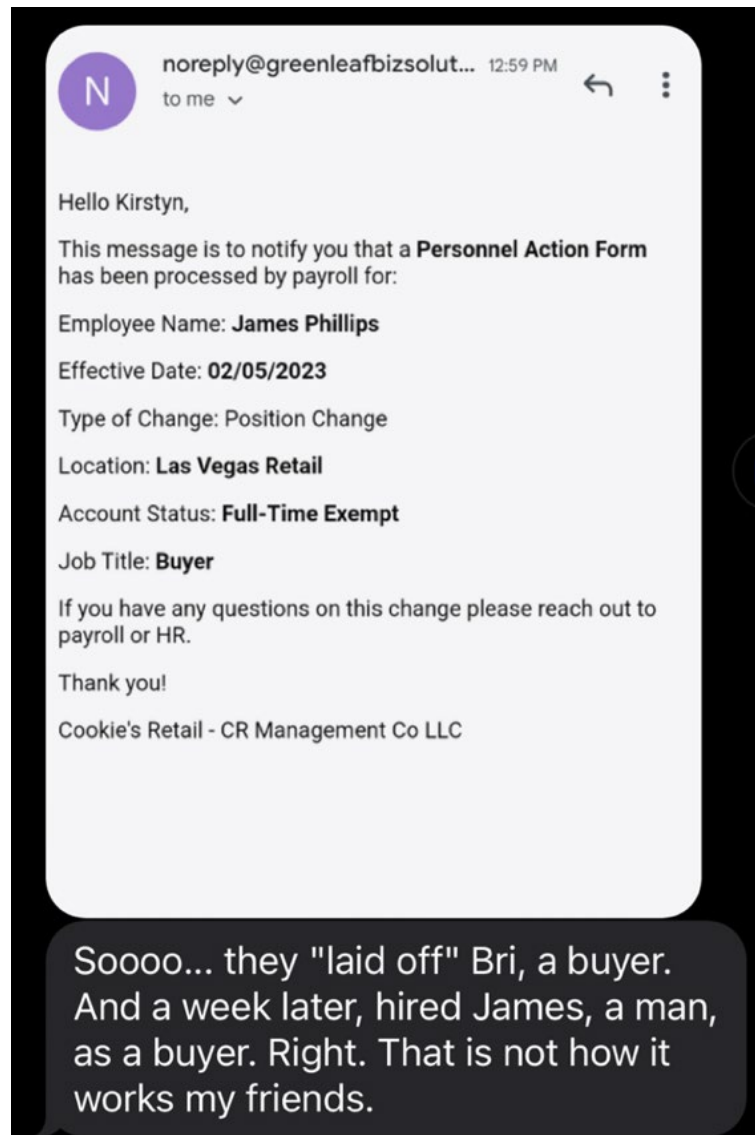
I'm sad to announce that I'm leaving [Dr. Greenthumb's San Diego](#), but excited to share that I'm starting a new Senior Buying position at [TRP Co / Cookies Retail](#). I'm looking forward to buying for [Cookies](#) and [Dr. Greenthumb, Inc.](#) stores throughout the entire USA (and beyond)!



Starting a New Position

👍❤️👍 180 43 comments

1 71. Ms. Zemel's position was simultaneously filled by Mr. Phillips, a male employee
2 who had much less experience, less vendor relationships in the area, and only recently joined the
3 company. It is worth emphasizing that Ms. Zemel boasted a wealth of experience in her field,
4 and her network in the Las Vegas area was well-established. Throughout her employment, Ms.
5 Zemel demonstrated exceptional proficiency in her job responsibilities and had an outstanding
6 performance record. However, she consistently voiced concerns about being excluded from
7 discussions and initiatives, as well as the favoritism displayed towards lower-level male store
8 employees in preference over female product managers, including herself. Below is a screenshot
9 showing that Mr. Phillips was promoted to Ms. Zemel's position, as a Buyer for the Las Vegas
10 market, days after Ms. Zemel's termination:



1 72. On or around January 30, 2023, just a day after the layoffs of Ms. Rawlings, Ms.
2 Gager, and Ms. Zemel, a strategy meeting took place at TRP' Newport Office with an all-male
3 attendance. At the meeting, Mr. Battista acknowledged that Ms. Rawlings and Ms. Gager did a
4 lot of amazing work. This juxtaposition underscores a disconnect between the female employees'
5 recognized contributions and the company's decision to terminate their employment. Below is a
6 picture from the meeting, showing the all-male attendees:



1 **Decision-Makers, Termination Decisions, and Residency**

2 73. The decisions to terminate Plaintiffs Kirstyn Rawlings, Brianna Zemel, Halley
3 Gager, Brittany Carr, and Ali Lefebvre, were all made within the State of California and were
4 made by individuals who reside in California. Specifically, the termination decisions were made
5 by the following TRP executives:

- 6 a. Brandon Johnson (CEO) – A resident of Southern California, Johnson played a
7 central role in overseeing the business operations of TRP, including decisions
8 regarding workforce restructuring and the termination of Plaintiffs.
- 9 b. Daniel Firtel (President) – A resident of Southern California, Firtel was actively
10 involved in shaping the leadership team’s discriminatory practices, which
11 included gender-based decision-making related to the termination of female
12 employees.
- 13 c. Heather Ewing (VP of Human Resources) – A resident of California, Ewing was
14 responsible for orchestrating and implementing human resources decisions,
15 including the termination of Plaintiffs. Ewing coordinated the layoff
16 communications and participated in the termination discussions from her
17 California residence.
- 18 d. Aaron Battista (VP of Retail) – A resident of Southern California, Battista was
19 directly involved in coordinating the layoff procedures and participated in
20 decision-making concerning the termination of the Plaintiffs under the guise of
21 workforce restructuring.
- 22 e. Michael Kramer (CFO) – A resident of Southern California, Kramer was involved
23 in the termination decisions and played a key role in orchestrating the layoffs of
24 female employees. He was responsible for instructing Ms. Rawlings to terminate
25 specific female employees, dismissing complaints about gender discrimination,
26 and making discriminatory comments about female employees being “too
27 emotional” and “whiners.” Kramer maintained significant business operations
28 and decision-making authority from his California residence.

1 because the person has filed a complaint, testified, or assisted in any proceeding under this part.

2 81. Plaintiffs were discharged from their employment at Defendant in direct
3 retaliation for opposing gender discrimination, which was pervasive within TRP' male-
4 dominated culture. Plaintiffs made several complaints and raised concerns regarding
5 discriminatory practices, including their exclusion from meetings, promotions being granted to
6 less-qualified male employees, and the intentional bypassing of female leadership in decision-
7 making processes. Plaintiffs also complained about comments made by TRP' President, Daniel
8 Firtel, and other executives, which were openly derogatory toward women, such as statements
9 that women were less suited for negotiating with male-dominated vendors and other explicit
10 sexist remarks. By making such reports and complaints about his discrimination and bias on
11 account of Plaintiffs' gender, Plaintiffs engaged in a legally protected activity and held a
12 reasonable belief that Defendant was engaging in acts that violated FEHA. [Gov. Code §
13 12940(h); Cal. Code Regs. Tit. 2, § 11021].

14 82. Plaintiffs are informed and believe that they were terminated in retaliation for
15 making these complaints about gender discrimination and for opposing the discriminatory
16 practices they experienced at TRP. Specifically, Plaintiffs were subjected to termination under
17 the pretext of workforce reductions, while less-qualified male employees were retained,
18 promoted, or hired in their place shortly after their terminations. This was a direct response to
19 their complaints and refusal to conform to the "bro culture" perpetuated by the male executive
20 leadership at TRP. Accordingly, Defendants, and each of them, terminated Plaintiffs'
21 employment in retaliation for Plaintiffs exercising their rights under FEHA.

22 83. As a proximate result of the acts of Defendant(s) and DOES 1 through 100, and
23 each of them, as described above, Plaintiffs have suffered and will continue to suffer economic
24 damages, including lost wages and benefits, and other compensatory damages in an amount to
25 be ascertained at the time of trial.

26 84. As a further proximate result of the acts of Defendant(s) and DOES 1 through
27 100, and each of them, as alleged above, Plaintiffs have suffered and will continue to suffer
28 physical, emotional and mental injuries to Plaintiffs' damage in an amount to be ascertained at

1 the time of trial.

2 85. As a further proximate result of the acts of Defendant(s) and DOES 1 through
3 100, and each of them, as alleged above, Plaintiffs have and will necessarily expend sums for the
4 treatment of the physical, emotional and mental injuries sustained by Plaintiffs as a result of said
5 Defendants' acts in an amount to be ascertained at the time of trial.

6 86. The above-described acts of Defendant(s) and DOES 1 through 100, and each of
7 them, were willful, intentional and malicious and done with the intent to vex, injure and annoy
8 Plaintiffs and warrant the imposition of exemplary and punitive damages in an amount sufficient
9 to punish said Defendants and to deter others from engaging in similar conduct.

10 **SECOND CAUSE OF ACTION**

11 **DISCRIMINATION IN VIOLATION OF CALIFORNIA GOV'T CODE § 12940(a)**

12 87. Plaintiffs incorporates by reference all preceding and subsequent paragraphs.

13 88. Pursuant to the Fair Employment and Housing Act ("FEHA"), it is an unlawful
14 employment practice for an employer to discharge or discriminate against an employee because
15 of their gender. Plaintiffs were discriminated against in the terms and conditions of their
16 employment, including being demoted, having their supervisory responsibilities removed, and
17 ultimately being terminated by Defendant due to their gender. By taking these adverse
18 employment actions against Plaintiffs due to their gender, Defendant violated FEHA and the
19 corresponding regulations.

20 89. Plaintiffs were denied equal treatment in compensation, promotions, and job
21 responsibilities, with male employees being provided with more favorable opportunities and
22 resources. Specifically, after Plaintiffs were terminated, male employees who had less experience
23 and qualifications, were promoted, and additional male employees were hired to replace the
24 terminated female Plaintiffs positions.

25 90. As a proximate result of the acts of Defendant(s) and DOES 1 through 100, and
26 each of them, as described above, Plaintiffs have suffered and will continue to suffer economic
27 damages, including lost wages and benefits, and other compensatory damages in an amount to
28 be ascertained at the time of trial.

1 91. As a further proximate result of the acts of Defendant(s) and DOES 1 through
2 100, and each of them, as alleged above, Plaintiffs have suffered and will continue to suffer
3 physical, emotional and mental injuries to Plaintiffs in an amount to be ascertained at the time of
4 trial.

5 92. As a further proximate result of the acts of Defendant(s) and DOES 1 through
6 100, and each of them, as alleged above, Plaintiffs have and will necessarily expend sums for the
7 treatment of the physical, emotional and mental injuries sustained by Plaintiffs as a result of said
8 Defendants' acts in an amount to be ascertained at the time of trial.

9 93. The above-described acts of Defendant(s) and DOES 1 through 100, and each of
10 them, were willful, intentional and malicious and done with the intent to vex, injure and annoy
11 Plaintiffs and warrant the imposition of exemplary and punitive damages in an amount sufficient
12 to punish said Defendants and to deter others from engaging in similar conduct.

13 **THIRD CAUSE OF ACTION**

14 **FAILURE TO PREVENT DISCRIMINATION AND RETALIATION IN VIOLATION**
15 **OF THE CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT**

16 94. Plaintiffs incorporate by reference all preceding and subsequent paragraphs.

17 95. Government Code section 12940(k) provides that it is an unlawful employment
18 practice “[f]or an employer...to fail to take all reasonable steps necessary to prevent
19 discrimination and harassment from occurring. An employer can also be liable for failure to take
20 all reasonable steps necessary to prevent retaliation.” *CACI 2527*. Such steps include training,
21 adopting an anti-harassment, anti-discrimination, and anti-retaliation policy, and implementing
22 and enforcing those policies.

23 96. As detailed above, Defendants subjected Plaintiffs to unlawful discrimination,
24 and retaliation in the course of their employment. Defendants failed to take all reasonable steps
25 to prevent and remedy the unlawful discrimination, and retaliation, despite repeated complaints
26 by Plaintiffs regarding gender discrimination, exclusion from decision-making processes, and
27 derogatory gender-based comments made by senior executives.

28 //

1 97. Defendants’ failure to take all reasonable steps to prevent and address the
2 unlawful discrimination, and retaliation directly harmed Plaintiffs and was a substantial factor in
3 causing Plaintiffs’ harm. Specifically, despite the pervasive nature of gender discrimination
4 within the company, TRP did not implement effective measures to prevent or stop these
5 violations, nor did it take any corrective action in response to Plaintiffs' complaints.

6 98. In engaging in the aforementioned conduct, Defendants, and each of them, aided,
7 abetted, incited, compelled, and/or coerced unlawful employment practices in violation of the
8 FEHA and the announced policy of this State against such practices.

9 99. As a proximate result of the acts of Defendants and DOES 1 through 100, and
10 each of them, as described above, Plaintiffs have suffered and will continue to suffer economic
11 damages, including lost wages and benefits, and other compensatory damages in an amount to
12 be ascertained at the time of trial.

13 100. As a further proximate result of the acts of Defendants and DOES 1 through 100,
14 and each of them, as alleged above, Plaintiffs have suffered and will continue to suffer physical,
15 emotional and mental injuries to Plaintiffs’ damage in an amount to be ascertained at the time of
16 trial.

17 101. As a further proximate result of the acts of Defendants and DOES 1 through 100,
18 and each of them, as alleged above, Plaintiffs have and will necessarily expend sums for the
19 treatment of the physical, emotional and mental injuries sustained by Plaintiffs as a result of said
20 Defendants’ acts in an amount to be ascertained at the time of trial.

21 102. The above-described acts of Defendants and DOES 1 through 100, and each of
22 them, were willful, intentional and malicious and done with the intent to vex, injure and annoy
23 Plaintiffs and warrant the imposition of exemplary and punitive damages in an amount sufficient
24 to punish said Defendants and to deter others from engaging in similar conduct.

25 **FOURTH CAUSE OF ACTION**

26 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

27 103. Plaintiffs incorporate by reference all preceding and subsequent paragraphs.

28 //

1 104. Defendant’s act of terminating Plaintiffs’ employment due to their complaints
2 about gender discrimination, hostile work environment, and engaging in protected activities, as
3 described above, was against the public policy of the State of California as evidenced by the
4 enactment of the Fair Employment and Housing Act (“FEHA”) and Labor Code section 1102.5,
5 which prohibits retaliation against employees who report unlawful practices.

6 105. The above-described conduct by Defendants, and each of them, violated the
7 public policy of the State of California, which seeks to protect employees from discrimination,
8 harassment, and retaliation, and encourages employees to report unlawful conduct in the
9 workplace.

10 106. In engaging in the aforementioned conduct, Defendants, and each of them, aided,
11 abetted, incited, compelled, and/or coerced unlawful employment practices in violation of the
12 FEHA and the announced policy of this State against such practices.

13 107. As a proximate result of the acts of Defendant(s) and DOES 1 through 100, and
14 each of them, as described above, Plaintiffs have suffered and will continue to suffer economic
15 damages, including lost wages and benefits, and other compensatory damages in an amount to
16 be ascertained at the time of trial.

17 108. As a further proximate result of the acts of Defendant(s) and DOES 1 through
18 100, and each of them, as alleged above, Plaintiffs have suffered and will continue to suffer
19 physical, emotional and mental injuries to Plaintiffs’ damage in an amount to be ascertained at
20 the time of trial.

21 109. As a further proximate result of the acts of Defendant(s) and DOES 1 through
22 100, and each of them, as alleged above, Plaintiffs have and will necessarily expend sums for the
23 treatment of the physical, emotional and mental injuries sustained by Plaintiffs as a result of said
24 Defendants’ acts in an amount to be ascertained at the time of trial.

25 110. The above-described acts of Defendant(s) and DOES 1 through 100, and each of
26 them, were willful, intentional and malicious and done with the intent to vex, injure and annoy
27 Plaintiffs and warrant the imposition of exemplary and punitive damages in an amount sufficient
28 to punish said Defendants and to deter others from engaging in similar conduct.

1 **FIFTH CAUSE OF ACTION**

2 **NEGLIGENT HIRING, SUPERVISION, AND RETENTION**

3 111. Plaintiffs incorporate by reference all preceding and subsequent paragraphs.

4 112. “An employer may be liable to a third person for the employer’s negligence in
5 hiring or retaining an employee who is incompetent and unfit.” (*Roman Catholic Bishop v.*
6 *Superior Court* (1996) 42 Cal.App.4th 1556, 1564-1565; *See also Delfino v. Agilent*
7 *Technologies, Inc.* (2006) 145 Cal.App.4th 790, 815; *See also* Judicial Council of California
8 Advisory Committee on Civil Jury Instructions (*CACI*) No. 426.)

9 113. Defendants employed, and Plaintiffs believe they still employ, various executives,
10 including Daniel Firtel, Brandon Johnson, and Michael Kramer, among others, who were unfit
11 and/or incompetent to perform their roles within the company, particularly in managing
12 employees and preventing discrimination and harassment in the workplace.

13 114. Defendants knew or should have known that these executives were unfit and/or
14 incompetent, and that their unfitness, incompetence, and/or abusive behavior toward female
15 employees created a particular risk to others. Specifically, Defendants were aware of numerous
16 complaints concerning gender discrimination, including comments about female employees not
17 being able to negotiate deals as effectively as male employees, exclusion of female employees
18 from important meetings, and discriminatory statements during meetings.

19 115. The unfitness, incompetence, and abusive actions of Defendants' executives,
20 including their discriminatory practices and failure to address gender discrimination within the
21 workplace, were substantial factors in causing harm to Plaintiffs.

22 116. As a proximate result of the acts of Defendant(s) and DOES 1 through 100, and
23 each of them, as described above, Plaintiffs have suffered and will continue to suffer economic
24 damages, including lost wages and benefits, and other compensatory damages in an amount to
25 be ascertained at the time of trial.

26 117. As a further proximate result of the acts of Defendant(s) and DOES 1 through
27 100, and each of them, as alleged above, Plaintiffs have suffered and will continue to suffer
28 physical, emotional and mental injuries to Plaintiffs’ damage in an amount to be ascertained at

1 the time of trial.

2 118. As a further proximate result of the acts of Defendant(s) and DOES 1 through
3 100, and each of them, as alleged above, Plaintiffs have and will necessarily expend sums for the
4 treatment of the physical, emotional and mental injuries sustained by Plaintiffs as a result of said
5 Defendants' acts in an amount to be ascertained at the time of trial.

6 119. The above-described acts of Defendant(s) and DOES 1 through 100, and each of
7 them, were willful, intentional and malicious and done with the intent to vex, injure and annoy
8 Plaintiffs and warrant the imposition of exemplary and punitive damages in an amount sufficient
9 to punish said Defendants and to deter others from engaging in similar conduct.

10 **SIXTH CAUSE OF ACTION**

11 **VIOLATION OF CAL. LABOR CODE §§ 510, 558, 558.1, AND 1198**

12 **(UNPAID OVERTIME)**

13 **(ON BEHALF OF ALI LEFEBVRE ONLY)**

14 120. Plaintiff Ali Lefebvre incorporates by reference all preceding and subsequent
15 paragraphs.

16 121. California Labor Code section 1198 and the applicable Industrial Welfare
17 Commission ("IWC") Wage Order provide that it is unlawful to employ persons without
18 compensating them at a rate of pay either time-and-one-half or two-times that person's regular
19 rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

20 122. Specifically, the applicable IWC Wage Order provides that Defendants are and
21 were required to pay Plaintiff whenever they worked more than eight (8) hours in a day or more
22 than forty (40) hours in a workweek, at the rate of time-and-one-half for all hours worked in
23 excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

24 123. The applicable IWC Wage Order further provides that Defendants are and were
25 required to pay Plaintiff compensation at a rate of two times her regular rate of pay for all hours
26 worked in excess of twelve (12) hours in a day and for all hours worked in excess of eight (8)
27 hours on the seventh day of work in a workweek.

28 //

1 130. At all relevant times, the relevant IWC Order and California Labor Code sections
2 226.7 and 512(a) were applicable to Plaintiff's employment by Defendants.

3 131. At all relevant times, California Labor Code section 226.7 provides that no
4 employer shall require an employee to work during any meal or rest period mandated by an
5 applicable order of the California IWC.

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

12 133. At all relevant times, California Labor Code section 512(a) further provides that
13 an employer may not require, cause or permit an employee to work for a work period of more
14 than ten (10) hours per day without providing the employee with a second uninterrupted meal
15 period of not less than thirty (30) minutes, except that if the total hours worked is no more than
16 twelve (12) hours, the second meal period may be waived by mutual consent of the employer and
17 the employee only if the first meal period was not waived.

18 134. Labor Code section 558 provides that "[a]ny employer or other person acting on
19 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
20 provision regulating hours and days of work in any order of the Industrial Welfare Commission
21 shall be subject to a civil penalty..." Labor Code section 558.1 provides that "[a]ny employer or
22 other person acting on behalf of an employer, who violates, or causes to be violated, any
23 provision regulating minimum wages or hours and days of work in any order of the Industrial
24 Welfare Commission, or violates, or causes to be violated, [Labor Code] Sections 203, 226,
25 226.7, 1193.6, 1194, or 2802, may be held [personally] liable as the employer for such
26 violation."

27 135. During the relevant time period, Plaintiff was required to work for periods longer
28 than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

1 136. During the relevant time period, Plaintiff was required to work for periods longer
2 than ten (10) hours without a second uninterrupted meal period of not less than thirty (30)
3 minutes.

4 137. During the relevant time period, Defendants intentionally and willfully required
5 Plaintiff to miss her meal periods and to take meal periods that were late, shortened, or
6 interrupted, and failed to compensate Plaintiff the full meal period premium for missed,
7 shortened, late, or interrupted meal periods.

8 138. During the relevant time period, Defendants failed to pay Plaintiff the full meal
9 period premiums due pursuant to California Labor Code section 226.7.

10 139. Defendants' conduct violates the applicable IWC Wage Order and California
11 Labor Code sections 226.7 and 512(a).

12 140. Pursuant to the applicable IWC Wage Order and California Labor Code section
13 226.7(b), Plaintiff is entitled to recover from Defendants one additional hour of pay at the
14 employee's regular rate of compensation for each work day that the meal period was not
15 provided.

16 **EIGHTH CAUSE OF ACTION**

17 **VIOLATION OF CAL. LABOR CODE § 226.7**

18 **(UNPAID REST PERIOD PREMIUMS)**

19 **(ON BEHALF OF ALI LEFEBVRE ONLY)**

20 141. Plaintiff Ali Lefebvre incorporates by reference all preceding and subsequent
21 paragraphs.

22 142. At all times herein set forth, the applicable IWC Wage Order and California Labor
23 Code section 226.7 were applicable to Plaintiff's employment by Defendants.

24 143. At all relevant times, California Labor Code section 226.7 provides that no
25 employer shall require an employee to work during any rest period mandated by an applicable
26 order of the California IWC.

27 144. At all relevant times, the applicable IWC Wage Order provides that “[e]very
28 employer shall authorize and permit all employees to take rest periods, which insofar as

1 practicable shall be in the middle of each work period” and that the “rest period time shall be
2 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
3 hours or major fraction thereof unless the total daily work time is less than three and one-half
4 (3.5) hours.”

5 145. Labor Code section 558 provides that “[a]ny employer or other person acting on
6 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
7 provision regulating hours and days of work in any order of the Industrial Welfare Commission
8 shall be subject to a civil penalty...” Labor Code section 558.1 provides that “[a]ny employer or
9 other person acting on behalf of an employer, who violates, or causes to be violated, any
10 provision regulating minimum wages or hours and days of work in any order of the Industrial
11 Welfare Commission, or violates, or causes to be violated, [Labor Code] Sections 203, 226,
12 226.7, 1193.6, 1194, or 2802, may be held [personally] liable as the employer for such
13 violation.”

14 146. During the relevant time period, Defendants required Plaintiff to work four (4) or
15 more hours (or majority fraction thereof) without authorizing or permitting a ten (10) minute rest
16 period per each four (4) hour period worked (or majority fraction thereof).

17 147. During the relevant time period, Defendants willfully required Plaintiff to work
18 during rest periods, failed to allow Plaintiff to take any rest period and/or failed to authorize and
19 permit Plaintiff to take uninterrupted, duty-free rest breaks.

20 148. During the relevant time period, Defendants failed to pay Plaintiff the full rest
21 period premium due pursuant to California Labor Code section 226.7 for work performed during
22 rest periods, and/or for failure to authorize and permit Plaintiff from taking uninterrupted rest
23 periods.

24 149. Defendants’ conduct violates applicable IWC Wage Orders and California Labor
25 Code section 226.7.

26 150. Pursuant to the applicable IWC Wage Orders and California Labor Code section
27 226.7(b), Plaintiff is entitled to recover from Defendants one additional hour of pay at the
28 employees’ regular hourly rate of compensation for each work day that the rest period was not

1 provided.

2 **NINTH CAUSE OF ACTION**

3 **VIOLATION OF CAL. LABOR CODE §§ 558, 558.1, 1194, 1197, AND 1197.1**

4 **(UNPAID MINIMUM WAGES)**

5 **(ON BEHALF OF ALI LEFEBVRE ONLY)**

6 151. Plaintiff Ali Lefebvre incorporates by reference all preceding and subsequent
7 paragraphs.

8 152. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1
9 provide that the minimum wage to be paid to employees and the payment of a lesser wage than
10 the minimum so fixed is unlawful.

11 153. Labor Code section 558 provides that “[a]ny employer or other person acting on
12 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
13 provision regulating hours and days of work in any order of the Industrial Welfare Commission
14 shall be subject to a civil penalty...” Labor Code section 558.1 provides that “[a]ny employer or
15 other person acting on behalf of an employer, who violates, or causes to be violated, any
16 provision regulating minimum wages or hours and days of work in any order of the Industrial
17 Welfare Commission, or violates, or causes to be violated, [Labor Code] Sections 203, 226,
18 226.7, 1193.6, 1194, or 2802, may be held [personally] liable as the employer for such
19 violation.”

20 154. During the relevant time period, Defendants regularly failed to properly pay
21 minimum wage to Plaintiff Ali Lefebvre as required pursuant to California Labor Code sections
22 1194, 1197, and 1197.1.

23 155. Defendants’ failure to pay Plaintiff Ali Lefebvre the minimum wage as required
24 violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections,
25 Plaintiff Ali Lefebvre is entitled to recover the unpaid balance of their minimum wage
26 compensation as well as interest, costs, and attorneys’ fees, and liquidated damages in an amount
27 equal to the wages unlawfully unpaid and interest thereon.

28 //

1 156. Pursuant to California Labor Code section 1194.2, Plaintiff Ali Lefebvre is
2 entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and
3 interest thereon.

4 **TENTH CAUSE OF ACTION**

5 **VIOLATION OF CAL. LABOR CODE §§ 201, 202, 203, 558, AND 558.1**

6 **(FINAL WAGES NOT TIMELY PAID)**

7 **(ON BEHALF OF ALI LEFEBVRE AND KIRSTYN RAWLINGS ONLY)**

8
9 157. Plaintiffs Ali Lefebvre and Kirstin Rawlings incorporate by reference all
10 preceding and subsequent paragraphs.

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

17 159. During the relevant time period, the employment of Plaintiffs Ali Lefebvre and
18 Kirstin Rawlings with Defendants ended, *i.e.* was terminated by quitting or discharge.
19 Defendants intentionally and willfully failed to pay Plaintiffs Ali Lefebvre and Kirstin Rawlings
20 all of their wages, earned and unpaid, including but not limited to minimum wages, straight time
21 wages, and overtime wages, within seventy-two (72) hours of their leaving Defendants' employ.

22 160. Defendants' failure to pay Plaintiffs Ali Lefebvre and Kirstin Rawlings their
23 wages, earned and unpaid, within seventy-two (72) hours of them leaving Defendants' employ,
24 is in violation of California Labor Code sections 201 and 202.

25 161. California Labor Code section 203 provides that if an employer willfully fails to
26 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall
27 continue as a penalty from the due date thereof at the same rate until paid or until an action is
28 commenced; but the wages shall not continue for more than thirty (30) days.

1 162. Labor Code section 558 provides that “[a]ny employer or other person acting on
2 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
3 provision regulating hours and days of work in any order of the Industrial Welfare Commission
4 shall be subject to a civil penalty...” Labor Code section 558.1 provides that “[a]ny employer or
5 other person acting on behalf of an employer, who violates, or causes to be violated, any
6 provision regulating minimum wages or hours and days of work in any order of the Industrial
7 Welfare Commission, or violates, or causes to be violated, [Labor Code] Sections 203, 226,
8 226.7, 1193.6, 1194, or 2802, may be held [personally] liable as the employer for such violation.”

9 163. Plaintiffs Ali Lefebvre and Kirstin Rawlings are entitled to recover from
10 Defendants the statutory penalty wages for each day they were not paid, up to a thirty (30) day
11 maximum pursuant to California Labor Code section 203.

12 **ELEVENTH CAUSE OF ACTION**

13 **VIOLATION OF CAL. LABOR CODE § 226(A)**

14 **(FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS)**

15 **(ON BEHALF OF ALI LEFEBVRE AND KIRSTYN RAWLINGS ONLY)**

16 164. Plaintiffs Ali Lefebvre and Kirstin Rawlings incorporate by reference all
17 preceding and subsequent paragraphs.

18 165. At all material times set forth herein, California Labor Code section 226(a)
19 provides that every employer shall furnish each of his or her employees an accurate itemized
20 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee,
21 (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on
22 a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the
23 employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates
24 of the period for which the employee is paid, (7) the name of the employee and his or her social
25 security number, (8) the name and address of the legal entity that is the employer, and (9) all
26 applicable hourly rates in effect during the pay period and the corresponding number of hours
27 worked at each hourly rate by the employee. The deductions made from payments of wages shall
28 be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and

1 a copy of the statement or a record of the deductions shall be kept on file by the employer for at
2 least three years at the place of employment or at a central location within the State of California.

3 166. Labor Code section 558 provides that “[a]ny employer or other person acting on
4 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
5 provision regulating hours and days of work in any order of the Industrial Welfare Commission
6 shall be subject to a civil penalty...” Labor Code section 558.1 provides that “[a]ny employer or
7 other person acting on behalf of an employer, who violates, or causes to be violated, any
8 provision regulating minimum wages or hours and days of work in any order of the Industrial
9 Welfare Commission, or violates, or causes to be violated, [Labor Code] Sections 203, 226,
10 226.7, 1193.6, 1194, or 2802, may be held [personally] liable as the employer for such violation.”

11 167. Defendants have intentionally and willfully failed to provide Plaintiffs Ali
12 Lefebvre and Kirstin Rawlings with complete and accurate wage statements. The deficiencies
13 include, but are not limited to failure to provide paystubs, and/or the failure list the total number
14 of hours worked, the actual gross wages earned, the correct rates of pay, and the address of the
15 legal entity of the employer.

16 168. Because of Defendants’ violation of California Labor Code section 226(a),
17 Plaintiffs Ali Lefebvre and Kirstin Rawlings suffered injury and damage to their statutorily-
18 protected rights.

19 169. More specifically, Plaintiffs Ali Lefebvre and Kirstin Rawlings have been injured
20 by Defendants’ intentional and willful violation of California Labor Code section 226(a) because
21 they were denied both the legal right to receive, and the protected interest in receiving, accurate
22 and itemized wage statements pursuant to California Labor Code section 226(a).

23 170. Plaintiffs Ali Lefebvre and Kirstin Rawlings are entitled to recover from
24 Defendants the greater of their actual damages caused by Defendants’ failure to comply with
25 California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand
26 dollars per employee.

27 171. Plaintiffs Ali Lefebvre and Kirstin Rawlings are also entitled to injunctive relief
28 to ensure compliance with this section, pursuant to California Labor Code section 226(g).

1 **TWELFTH CAUSE OF ACTION**

2 **VIOLATION OF CAL. BUSINESS & PROFESSIONS CODE § 17200, ET SEQ.**

3 **(ON BEHALF OF ALI LEFEBVRE ONLY)**

4 172. Plaintiff Ali Lefebvre incorporates by reference all preceding and subsequent
5 paragraphs.

6 173. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
7 unlawful and harmful to Plaintiff Ali Lefebvre and Defendants' competitors. Accordingly,
8 Plaintiffs Ali Lefebvre seeks to enforce important rights affecting the public interest within the
9 meaning of Code of Civil Procedure section 1021.5.

10 174. Defendants' activities as alleged herein are violations of California law, and
11 constitute unlawful business acts and practices in violation of California Business & Professions
12 Code section 17200, *et seq.*

13 175. A violation of California Business & Professions Code section 17200, *et seq.* may
14 be predicated on the violation of any state or federal law. In this instant case, Defendants' policies
15 and practices of misclassifying Plaintiff Ali Lefebvre violates California Labor Code sections
16 201, 202, 203, 204, 221, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, as well
17 as the other Labor Code sections referenced in the incorporated paragraphs.

18 176. As a result of the herein described violations of California law, Defendants
19 unlawfully gained an unfair advantage over other businesses.

20 177. Plaintiffs Ali Lefebvre has been personally injured by Defendants' unlawful
21 business acts and practices as alleged herein, including but not necessarily limited to the loss of
22 money and/or property.

23 178. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
24 Plaintiff Ali Lefebvre is entitled to restitution of the wages withheld and retained by Defendants
25 during a period that commences four years prior to the filing of this Complaint; an award of
26 attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other
27 applicable laws; and an award of costs.

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THIRTEENTH CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE § 227.3

(FAILURE TO PAY ALL VESTED VACATION TIME)

(ON BEHALF OF KIRSTIN RAWLINGS ONLY)

179. Plaintiff Kirstin Rawlings incorporates by reference all preceding and subsequent paragraphs.

180. California Labor Code section 227.3 provides that every employee has the right to be paid for unused but earned vacation upon termination or resignation from employment.

181. Plaintiff Kirstin Rawlings earned and accrued vacation during her employment with Defendants.

182. Defendants intentionally and willfully failed to pay Plaintiff Kirstin Rawlings all of her vested vacation time upon her termination of employment.

183. Because of Defendants' violation of California Labor Code section 227.3, Plaintiff Kirstin Rawlings suffered injury and damage in an amount to be proven at trial.

JURY TRIAL DEMANDED

1. Plaintiffs demands a jury as to all causes of action.

PRAYER FOR RELIEF

2. Plaintiffs pray judgment against Defendants as follows:


- a. For general economic and non-economic damages according to proof;
- b. For special damages according to proof;
- c. For punitive damages where allowed by law;
- d. For injunctive relief according to proof enjoining the unlawful, fraudulent and/or unfair practices, policies and patterns alleged herein;
- e. For prejudgment interest pursuant to California Civil Code section 3287 and/or California Civil Code section 3288 and/or any other provision of law providing for prejudgment interest;
- f. For attorneys' fees where allowed by law;
- g. For costs of suit incurred herein;

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h. For such other and further relief as this Court deems just and proper.

DATE: January 2, 2025

**DOMB RAUCHWERGER, LLP &
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