

JUSTICE FOR WORKERS, P.C.
 William C. Sung, SB# 280792
 E-Mail: william@justiceforworkers.com
 Tiffany L. Luu, SB# 335127
 E-Mail: tluu@justiceforworkers.com
 3600 Wilshire Boulevard, Suite 1815
 Los Angeles, CA 90010
 Tel: 323-922-2000
 Fax: 323-922-2000

Attorneys for Plaintiff LUIS MANUEL GARCIA

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

LUIS MANUEL GARCIA, an individual and
 on behalf of all others similarly situated;

Plaintiff,

vs.

1346 LA, LLC, a California limited liability
 company; 1333 GRO, LLC, a California
 limited liability company; THC DESIGN,
 LLC, a California limited liability company;
 REDESIGN MANAGEMENT LLC, a
 California limited liability company; QUEEN
 CITY STAFFING, a California limited liability
 company; MARLON COBURN, an individual;
 MIRANDA JORDAN, an individual; and
 DOES 4 through 50,

Defendants.

Case No.: 23STCV26926

**THIRD AMENDED CLASS AND
 REPRESENTATIVE ACTION
 COMPLAINT:**

- (1) **MINIMUM WAGE VIOLATIONS
 (LABOR CODE §§ 1182.12, 1194,
 1194.2, 1197);**
- (2) **OVERTIME WAGE VIOLATIONS
 (LABOR CODE §§ 204, 510, 1194,
 1198);**
- (3) **MEAL PERIOD VIOLATIONS
 (LABOR CODE §§ 226.7, 512, 558);**
- (4) **REST PERIOD VIOLATIONS
 (LABOR CODE §§ 226.7, 516, 558);**
- (5) **WAGE STATEMENT PENALTIES
 (LABOR CODE § 226);**
- (6) **FAILURE TO REIMBURSE
 NECESSARY BUSINESS EXPENSES
 (LABOR CODE § 2802);**
- (7) **UNFAIR COMPETITION (BUS &
 PROF CODE §§ 17200, *et seq.*);**
- (8) **FAILURE TO PERMIT
 INSPECTION OF EMPLOYMENT
 RECORDS (LABOR CODE §§ 1198.5
 & 226(b));**
- (9) **CIVIL PENALTIES UNDER THE
 CALIFORNIA PRIVATE**

**ATTORNEYS GENERAL ACT
(LABOR CODE §§ 2698, *et seq.*); and
(10) WAITING TIME PENALTIES
(LABOR CODE §§ 201-203)**

DEMAND FOR JURY TRIAL

Plaintiff LUIS MANUEL GARCIA (“Plaintiff”), on behalf of himself and all others similarly situated, hereby brings this First Amended Class and Representative Action Complaint (“Complaint”) against Defendants 1346 LA, LLC, a California limited liability company; 1333 GRO, LLC, a California limited liability company; THC DESIGN, LLC, a California limited liability company; REDESIGN MANAGEMENT LLC, a California limited liability company; QUEEN CITY STAFFING, a California limited liability company; MARLON COBURN, an individual; MIRANDA JORDAN, an individual; and DOES 4 through 50 (collectively “Defendants”), and on information and belief alleges as follows:

JURISDICTION AND VENUE

1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this Complaint for recovery of unpaid wages and penalties under California Business and Professions Code § 17200, *et seq.*, Labor Code §§ 201-204, 226, 226.2, 226.7, 246, 432, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 1198.5, 2802, 2698, *et seq.*, and applicable Industrial Welfare Commission (“IWC”) Wage Orders (the “Wage Orders”), in addition to seeking injunctive relief, declaratory relief, and restitution. This Complaint is brought pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over Defendants’ violations of the Labor Code because the amount in controversy exceeds \$25,000.

2. Venue is proper in this judicial district because Defendants maintain offices, have agents, and/or transact business in the State of California, including Los Angeles County, and some of the acts and omissions complained of herein occurred in Los Angeles County. Furthermore, Plaintiff was employed by Defendants within Los Angeles County.

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PARTIES

1 3. Plaintiff is, and at all times relevant herein was, an individual over the age of
2 eighteen (18) and is a California resident. Within the statute of limitations periods applicable to
3 each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt employee.
4 Plaintiff was, and is, a victim of Defendants' policies, practices, and/or customs complained of
5 herein and has been deprived of the rights guaranteed by Business and Professions Code § 17200, *et*
6 *seq.*, Labor Code §§ 201-204, 226, 226.2, 226.7, 246, 432, 510, 512, 516, 558, 1182.12, 1194,
7 1194.2, 1197, 1198, 1198.5, 2802, 2698, *et seq.*, and the Wage Orders.

8 4. Plaintiff is informed and believes, and based thereon alleges, that during the
9 applicable statute of limitations for each cause of action pled herein and continuing to the present,
10 Defendants engaged in, and continue to engage in, business, and employed Plaintiff and other,
11 similarly-situated non-exempt employees within Los Angeles County, and the State of California
12 and, therefore, were (and are) doing business in Los Angeles County and the State of California.

13 5. Plaintiff is informed and believes, and based thereon alleges, that during the
14 applicable statute of limitations for each cause of action pled herein and continuing to the present,
15 Defendant MARLON COBURN is an individual residing in California, as well as the Chief
16 Executive Officer of Defendants 1346 LA, LLC; 1333 GRO, LLC; THC DESIGN, LLC,;
17 REDESIGN MANAGEMENT LLC; and QUEEN CITY STAFFING. Plaintiff is further informed
18 and believes, and based thereon alleges, that Defendant MARLON COBURN violated, or caused to
19 be violated, the above- and below-referenced Labor Code statutes in violation of Labor Code §§
20 558 and 558.1.

21 6. Plaintiff is informed and believes, and based thereon alleges, that during the
22 applicable statute of limitations for each cause of action pled herein and continuing to the present,
23 Defendant MIRANDA JORDAN is an individual residing in California, as well as the Vice
24 President of People and Culture of Defendants 1346 LA, LLC; 1333 GRO, LLC; THC DESIGN,
25 LLC,; REDESIGN MANAGEMENT LLC; and QUEEN CITY STAFFING. Plaintiff is further
26 informed and believes, and based thereon alleges, that Defendant MIRANDA JORDAN violated, or
27 caused to be violated, the above- and below-referenced Labor Code statutes in violation of Labor
28 Code §§ 558 and 558.1.

1 7. Plaintiff does not know the true names or capacities, whether individual, partner, or
2 corporate, of the defendants sued herein as DOES 4 to 50, inclusive, and for that reason, said
3 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
4 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed,
5 and believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
6 partners, or corporate, was responsible in some manner for the acts and omissions alleged herein,
7 and proximately caused Plaintiff, the Classes (as defined below), and Aggrieved Employees (as
8 defined below) to be subject to the unlawful employment practices, wrongs, injuries, and damages
9 complained of herein.

10 8. At all times herein mentioned, each of said Defendants participated in the doing of
11 the acts hereinafter alleged to have been done by the named Defendant; and furthermore,
12 Defendants, and each of them, were the agents, servants, and employees of each of the other
13 defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting
14 within the course and scope of said agency and employment.

15 9. Plaintiff is informed and believes, and based thereon alleges, that at all times
16 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
17 joint venturer of, or working in concert with each of the other co-Defendants and was acting within
18 the course and scope of such agency, employment, joint venture, or concerted activity. To the extent
19 said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining
20 Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

21 10. At all times herein mentioned, Defendants, and each of them, were members of, and
22 engaged in, a joint venture, partnership, and common enterprise, and acting within the course and
23 scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

24 11. At all times herein mentioned, the acts and omissions of various Defendants, and
25 each of them, concurred and contributed to the various acts and omissions of each and all of the
26 other Defendants in proximately causing the injuries and damages as herein alleged.

27 **FACTUAL ALLEGATIONS**

28 12. Defendants own and operate a cannabis cultivation, processing, and distribution

1 business in Los Angeles County, California under the brand name THC Design. Plaintiff has been
2 employed by Defendants as a non-exempt employee in the position of warehouse lead from
3 approximately February 2021 to January 2025. Throughout Plaintiff's employment with Defendants,
4 Defendants' timekeeping and/or payroll policies and practices resulted in Plaintiff and other non-
5 exempt employees not being compensated for all hours actually worked. Plaintiff and other non-
6 exempt employees regularly worked more than eight hours in a workday or 40 hours in a
7 workweek. Defendants required Plaintiff and other non-exempt employees to perform work before
8 their scheduled shifts, after their scheduled shifts, and/or during off-the-clock meal breaks, and
9 failed to compensate employees for this time. Upon information and belief, Defendants also failed
10 to incorporate multiple rates of pay and/or all non-discretionary remuneration into the regular rate
11 of pay. As a result, Plaintiff and other non-exempt employees were not compensated for all earned
12 minimum and overtime wages.

13 13. Defendants failed to provide Plaintiff and other non-exempt employees with all
14 legally compliant meal periods due to Defendants' meal period policies/practices, which have
15 frequently resulted in late (commencing after the fifth hour of work), short (less than 30 minutes),
16 and/or missed meal periods. Upon information and belief, Plaintiff and other non-exempt
17 employees were not able to take their legally compliant meal breaks due to work demands imposed
18 by Defendants. Upon information and belief, Defendants do not keep accurate records of Plaintiff's
19 and other non-exempt employees' hours worked, including accurate time records showing when
20 employees take their meal periods. On those occasions when Plaintiff and other non-exempt
21 employees were not provided with all legally compliant meal periods to which they were entitled,
22 Defendants failed to compensate Plaintiff and other non-exempt employees with the required meal
23 period premium(s) for each workday there was a meal period violation as mandated by Labor Code
24 § 226.7. Upon information and belief, Defendants maintained no mechanism for the payment of
25 meal period premium payments as required by Labor Code § 226.7 in the event that a legally
26 compliant meal period was not provided to their non-exempt employees.

27 13. Plaintiff and other non-exempt employees were not authorized and permitted to take
28 all required rest periods due to Defendants' unlawful rest period policies/practices, which failed to

1 authorize and permit a net 10-minute rest period for every four hours worked, or major fraction
2 thereof. Plaintiff and other non-exempt employees were not able to take their legally compliant rest
3 breaks due to work demands imposed by Defendants. On those occasions when Plaintiff and other
4 non-exempt employees were not authorized and permitted to take all legally compliant rest periods
5 to which they were entitled, Defendants failed to compensate them with the required rest period
6 premium(s) for each workday there was a rest period violation as mandated by Labor Code § 226.7.
7 Upon information and belief, Defendants maintained no mechanism for the payment of rest period
8 premium payments as required by Labor Code § 226.7, in the event that a legally compliant rest
9 period was not authorized and permitted to their non-exempt employees.

10 14. Additionally, upon information and belief, Defendants violated Labor Code § 246 by
11 failing to incorporate multiple rates of pay and/or all non-discretionary remuneration into the paid
12 sick leave pay rate.

13 15. As a result of Defendants' failure to pay all minimum and overtime wages, failure to
14 pay all meal and rest period premium wages, unlawful timekeeping and payroll practices as alleged
15 above, failure to state the name and address of the legal entity that was the employer, and failure to
16 state the inclusive dates of the pay period, Defendants maintained inaccurate payroll records and
17 issued inaccurate wage statements to Plaintiff and other non-exempt employees. As a further result
18 of Defendants' failure to pay all minimum and overtime wages, and meal and rest period premium
19 wages, Defendants failed to timely pay all final wages to former non-exempt employees upon their
20 separation of employment from Defendants.

21 16. Additionally, Defendants required Plaintiff and other non-exempt employees to use
22 their personal cellphones and vehicles in the performance of their job duties. Despite requiring
23 employees to incur these necessary business expenses, Defendants failed to reimburse Plaintiff and
24 other non-exempt employees for the cost of the cost of their cellphones and mileage.

25 17. Labor Code section 1198 provides: "The employment of any employee ... under
26 conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." Section 15 of the
27 applicable Wage Orders provide: "(A) The temperature maintained in each work area shall provide
28 reasonable comfort consistent with industry-wide standards for the nature of the process and the

1 work performed. (B) If excessive heat or humidity is created by the work process, the employer
2 shall take all feasible means to reduce such excessive heat or humidity to a degree providing
3 reasonable comfort. Where the nature of the employment requires a temperature of less than 60° F,
4 a heated room shall be provided to which employees may retire for warmth, and such room shall be
5 maintained at not less than 68° F. (C) A temperature of not less than 68° F shall be maintained in
6 the toilet rooms, resting rooms, and change rooms during hours of use. (D) Federal and State energy
7 guidelines shall prevail over any conflicting provision of this section.” California law requires an
8 employer to endeavor to provide a safe and healthy workplace. (Cal. Code Regs., tit. 8, §3203.)
9 Labor Code section 6720 required the California Division of Occupational Safety and Health
10 (“Cal/OSHA”) to propose an indoor heat illness standard by January 1,2019. (Lab. Code, § 6720.)
11 Cal/OSHA’s draft standard applies its proposed regulations to “all indoor work areas where the
12 temperature equals or exceeds 82 degrees Fahrenheit when employees are present.” During the
13 relevant time period, Defendants failed to provide Plaintiff and other non-exempt employees with
14 reasonable comfort by maintaining the indoor temperature within the range of industry standards
15 by, inter alia, providing adequate heating, air conditioning, and/or ventilation and failed to maintain
16 a temperature of not less than 68° F in toilet rooms and/or breakrooms for Plaintiff and other
17 aggrieved employees.

18 18. Labor Code section 226.2 applies to employees who are compensated on a piece-rate
19 basis for any work performed during a pay period and requires employers to establish compensation
20 and wage statement requirements for rest and recovery periods and “other nonproductive time” for
21 piece-rate employees. During the relevant time period, Defendants compensated some employees in
22 part on a piece rate compensation. However, Defendants failed to comply with the requirements of
23 Labor Code section 226.2. The violations include, but are not limited to, failing to calculate the
24 correct regular rate of pay for rest and recovery period wages.

25 19. On August 3, 2023, Plaintiff submitted a request for inspection or copy of his
26 personnel file, payroll and time records, and all documents he signed relating to the obtaining or
27 holding of employment under Labor Code §§ 226(b), 432, and 1198.5 to 1333 GRO, LLC. As of
28 the date of this Complaint, 1333 GRO, LLC has failed to permit Plaintiff to inspect or copy his

employment records.

CLASS ACTION ALLEGATIONS

20. **Class Definitions:** Plaintiff brings this action on behalf of himself and the following Classes pursuant to § 382 of the California Code of Civil Procedure:

- a. Minimum Wage Class: All current and former non-exempt employees of Defendants in the State of California who were subject to Defendants' timekeeping and payroll policies and/or practices, during the four years immediately preceding the filing of this action through the present.
- b. Overtime Class: All current and former non-exempt employees of Defendants in the State of California who worked more than eight hours per day and/or 40 hours per week and were subject to Defendants' timekeeping policies and/or practices, during the four years immediately preceding the filing of this action through the present.
- c. Meal Period Class: All current and former non-exempt employees of Defendants in the State of California who: (i) worked at least one shift in excess of 5.0 hours; and/or (ii) worked at least one shift in excess of 10.0 hours, during the four years immediately preceding the filing of this action through the present.
- d. Rest Period Class: All current and former non-exempt employees of Defendants in the State of California who worked at least one shift of 3.5 or more hours, during the four years immediately preceding the filing of this action through the present.
- e. Wage Statement Class: All current and former non-exempt employees of Defendants in the State of California who received a wage statement, during the one year immediately preceding the filing of this action through the present.
- f. Expense Reimbursement Class: All current and former non-exempt employees of Defendants in the State of California who were not reimbursed for all necessary business expenses, during the four years immediately preceding the filing of this action through the present.
- g. Waiting Time Penalty Class: All of Defendants' formerly employed members of the Minimum Wage Class, Overtime Class, Rest Period Class, and/or Meal Period Class

1 during the three years immediately preceding the filing of this action through the
2 present.

3 21. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
4 joinder of all members would be impractical, if not impossible. The membership of the Classes is
5 unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number
6 greater than 50 individuals. The identity of such membership is readily ascertainable via inspection
7 of Defendants' employment records, including payroll records.

8 22. **Common Questions of Law and Fact Predominate/Well-Defined Community of**
9 **Interest:** There are predominant common questions of law and fact as to Plaintiff and members of
10 the Classes, which predominate over questions affecting only individual members including,
11 without limitation to:

- 12 a. Whether Defendants properly paid all overtime wages to members of the Overtime
13 Class;
- 14 b. Whether Defendants paid at least the minimum wage for all hours worked to
15 members of the Minimum Wage Class;
- 16 c. Whether Defendants provided all legally compliant meal periods or paid meal period
17 premium wages due to members of the Meal Period Class pursuant to Labor Code §§
18 226.7 and 512;
- 19 d. Whether Defendants authorized and permitted all legally compliant rest periods or
20 paid all rest period premium wages due to members of the Rest Period Class
21 pursuant to Labor Code §§ 226.7 and 516;
- 22 e. Whether Defendants furnished legally compliant wage statements to members of the
23 Wage Statement Class pursuant to Labor Code § 226;
- 24 f. Whether Defendants reimbursed members of the Expense Reimbursement Class for
25 all necessary business expenses pursuant to Labor Code § 2802; and
- 26 g. Whether Defendants timely paid all final wages to members of the Waiting Time
27 Class at the time of their separation of employment pursuant to Labor Code §§ 201
28 and 202.

1 These common questions of law and fact set forth above are numerous and substantial and
2 stem from Defendants' policies and/or practices applicable to each individual class member. As
3 such, the common questions predominate over individual questions concerning each individual
4 class member's showing as to their eligibility for recovery or as to the amount of their damages.

5 23. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
6 Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s)
7 of limitations period applicable to each cause of action pled in the Complaint. As alleged herein,
8 Plaintiff, like the members of the Classes, was not paid all minimum and overtime wages owed due
9 to Defendants' timekeeping and payroll policies/practices, was not provided all required meal
10 periods, was not authorized and permitted all rest periods, did not receive premium pay for non-
11 compliant meal and rest periods, was not paid all final wages upon separation of employment, was
12 not provided with accurate, compliant, itemized wage statements, and was not reimbursed for all
13 necessary business expenses.

14 24. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps
15 to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's
16 attorneys are ready, willing and able to fully and adequately represent the members of the Classes
17 and Plaintiff. Plaintiff's attorneys have litigated numerous wage-and-hour class actions in state and
18 federal courts in the past and are committed to vigorously prosecuting this action on behalf of the
19 members of the Classes.

20 25. **Superiority:** The Labor Code is broadly remedial in nature and serves an important
21 public interest in establishing minimum working conditions and standards in California. These laws
22 and labor standards protect the average working employee from exploitation by employers who
23 have the responsibility to follow the laws and who may seek to take advantage of superior economic
24 and bargaining power in setting onerous terms and conditions of employment. The nature of this
25 action and the format of laws available to Plaintiff and members of the Classes make the class
26 action format a particularly efficient and appropriate procedure to redress the violations alleged
27 herein. If each employee were required to file an individual lawsuit, Defendants would necessarily
28 gain an unconscionable advantage since they would be able to exploit and overwhelm the limited

resources of each individual plaintiff with their vastly superior financial and legal resources.

26. Moreover, requiring each member of the Class(es) to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damages to their careers at subsequent employment. The claims of the individual members of the Class are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending hereto.

27. Furthermore, the prosecution of separate actions by the individual class members, even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual class members against Defendants herein; and which would establish potentially incompatible standards of conduct for Defendants; and/or legal determinations with respect to individual class members which would, as a practical matter, be dispositive of the interest of the other class members not parties to adjudications or which would substantially impair or impede the ability of the class members to protect their interests. As such, the Classes identified hereinabove are maintainable as classes under § 382 of the Code of Civil Procedure.

FIRST CAUSE OF ACTION

MINIMUM WAGE VIOLATIONS

(Against All Defendants)

28. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

29. Labor Code §§ 1182.12, 1197, and the Wage Orders, § 4 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state or local law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform its pay practices to the requirements of the law by failing to pay Plaintiff and members of the Minimum Wage Class for all hours worked, including, but not limited to, all hours they were

1 subject to the control of Defendants and/or suffered or permitted to work under the Labor Code and
2 the Wage Orders.

3 30. Labor Code § 1198 makes unlawful the employment of an employee under
4 conditions that the IWC prohibits. California Labor Code § 1194(a) and 1194.2(a) provide that an
5 employer who has failed to pay its employees the legal minimum wage is liable to pay those
6 employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount
7 equal to the wages due and interest thereon.

8 31. As a consequence of Defendants' non-payment of minimum wages, Plaintiff and
9 members of the Minimum Wage Class seek recovery of the balance of unpaid wages, including
10 interest thereon, statutory penalties, attorneys' fees, and costs of suit according to Labor Code §§
11 218.6, 558, 1194, 1194.2, and 1199, Code of Civil Procedure § 1021.5; and Civil Code §§ 3287 and
12 3289.

13 **SECOND CAUSE OF ACTION**
14 **OVERTIME WAGE VIOLATIONS**
15 **(Against All Defendants)**

16 32. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
17 fully set forth herein.

18 33. This cause of action is brought pursuant to Labor Code §§ 204, 510, 1194, 1198, and
19 the Wage Orders, § 3, which provide that non-exempt employees are entitled to all overtime wages
20 and compensation for all overtime hours worked and provide a private right of action for the failure
21 to pay all overtime compensation for overtime work performed.

22 34. At all times relevant herein, Defendants were required to properly compensate non-
23 exempt employees, including Plaintiff and members of the Overtime Class, for all overtime hours
24 worked pursuant to Labor Code § 1194 and the Wage Orders. the Wage Orders, § 3 requires an
25 employer to pay an employee one and one-half (1½) times and two times the employee's regular
26 rate of pay for overtime and double time hours work. Defendants caused Plaintiff and members of
27 the Overtime Class to work overtime hours but failed to compensate these employees for all
28 overtime hours actually worked.

1 35. As a consequence of Defendants’ non-payment of overtime wages, Plaintiff and
2 members of the Overtime Class seek recovery of the balance of unpaid overtime wages, including
3 interest thereon, statutory penalties, attorneys’ fees, and costs of suit according to Labor Code §§
4 204, 210, 216, 218.6, 510, 1194, and 1198; Code of Civil Procedure § 1021.5; and Civil Code §§
5 3287 and 3289.

6 **THIRD CAUSE OF ACTION**

7 **MEAL PERIOD VIOLATIONS**

8 **(Against All Defendants)**

9 36. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
10 fully set forth herein.

11 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed
12 in their affirmative obligation to provide all of their non-exempt employees in California, including
13 Plaintiff and members of the Meal Period Class, with all legally compliant meal periods in
14 accordance with the mandates of the Labor Code and the Wage Orders, § 11.

15 38. Despite Defendants’ violations, Defendants did not pay an additional hour of pay to
16 Plaintiff and members of the Meal Period Class at their respective regular rates of compensation, in
17 accordance with California Labor Code §§ 204, 210, 226.7, and 512.

18 39. As a consequence of Defendants’ unlawful meal period practices, Plaintiff and
19 members of the Meal Period Class seek recovery of unpaid premium wages for meal period
20 violations including interest thereon, statutory penalties, and costs of suit, pursuant to Labor Code
21 §§ 226.7, 512, 558, the Wage Orders, and Civil Code §§ 3287 and 3289.

22 **FOURTH CAUSE OF ACTION**

23 **REST PERIOD VIOLATIONS**

24 **(Against All Defendants)**

25 40. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
26 fully set forth herein.

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28 41. Labor Code §§ 226.7, 516, 558, and the Wage Orders, § 12 and establish the right of

1 employees to be provided with a rest period of at least 10 minutes for each four-hour period
2 worked, or major fraction thereof. Plaintiff is informed and believes, and based thereon alleges, that
3 despite Defendants' failure to authorize and permit Plaintiff and members of the Rest Period Class
4 to take all legally compliant rest periods as alleged herein, Defendants did not pay these individuals
5 an additional hour of pay at their respective regular rate for the rest periods that they failed to
6 authorize and permit them to take, as required by Labor Code § 226.7.

7 42. As a consequence of Defendants' unlawful rest period practices, Plaintiff and
8 members of the Rest Period Class seek recovery of unpaid premium wages for rest period violations
9 including interest thereon, statutory penalties, and costs of suit, statutory penalties, attorneys' fees,
10 and costs of suit according to Labor Code §§ 226.7, 516, 558, the Wage Orders, and Civil Code §§
11 3287 and 3289.

12 **FIFTH CAUSE OF ACTION**

13 **WAGE STATEMENT PENALTIES**

14 **(Against All Defendants)**

15 43. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
16 fully set forth herein.

17 44. Plaintiff is informed and believes, and based thereon alleges, that Defendants
18 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
19 and members of the Wage Statement Class with accurate and complete, itemized wage statements
20 that included, among other requirements, all hours worked, total gross wages earned, all rates of pay
21 and corresponding number of hours worked, total net wages earned, the inclusive dates of the pay
22 period, and/or the correct name and address of the legal entity that is the employer in violation of
23 Labor Code § 226.

24 45. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class
25 with accurate and complete, itemized wage statements resulted in actual injury, as said failures led
26 to, among other things, the non-payment of minimum and overtime wages and meal and rest period
27 premium wages owed and deprived them of the information necessary to identify the discrepancies
28 in Defendants' reported payroll data.

1 46. As a consequence of Defendants’ unlawful wage statement practices, Plaintiff and
2 members of the Wage Statement Class seek damages and/or statutory penalties, reasonable
3 attorneys’ fees, and costs of suit according to California Labor Code § 226.

4 **SIXTH CAUSE OF ACTION**

5 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

6 **(Against All Defendants)**

7 47. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
8 fully set forth herein.

9 48. At all relevant times herein, Defendants were subject to Labor Code § 2802, which
10 states that “an employer shall indemnify his or her employees for all necessary expenditures or
11 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his
12 or obedience to the directions of the employer.”

13 49. Defendants violated Labor Code § 2802 by failing to reimburse Plaintiff and
14 members of the Expense Reimbursement Class all necessary business expenses they incurred in the
15 performance of their job duties.

16 50. As a consequence of Defendants’ unlawful practices, Plaintiff and members of the
17 class seek recovery of unreimbursed business expenses, including interest thereon, reasonable
18 attorneys’ fees, and costs of suit pursuant to Labor Code § 2802.

19 **SEVENTH CAUSE OF ACTION**

20 **UNFAIR COMPETITION**

21 **(Against All Defendants)**

22 51. Defendants have engaged and continue to engage in unfair and/or unlawful business
23 practices in California in violation of Business and Professions Code § 17200, *et seq.*, by:

- 24 a. failing to pay Plaintiff and members of the Minimum Wage Class all minimum
25 wages due;
- 26 b. failing to pay Plaintiff and members of the Overtime Class all overtime wages due;
- 27 c. failing to provide Plaintiff and members of the Meal Period Class with all meal
28 periods to which they are entitled, and failing to pay them all meal period premium

- 1 wages due;
- 2 d. failing to authorize and permit Plaintiff and members of the Rest Period Class all rest
- 3 periods to which they are entitled, and failing to pay them all rest period premium
- 4 wages due;
- 5 e. failing to issue accurate and itemized wage statements to Plaintiff and members of
- 6 the Wage Statement Class; and
- 7 f. failing to reimburse all necessary business expenses to Plaintiff and members of the
- 8 Expense Reimbursement Class.

9 52. Defendants' utilization of these unfair and/or unlawful business practices deprived

10 Plaintiff and continues to deprive members of the Classes of compensation to which they are legally

11 entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over

12 Defendants' competitors who have been and/or are currently employing workers and attempting to

13 do so in honest compliance with applicable wage and hour laws.

14 53. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged

15 herein, Plaintiff for himself and on behalf of the members of the Classes, seeks full restitution of

16 monies, as necessary and according to proof, to restore any and all monies withheld, acquired

17 and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

18 54. The acts complained of herein occurred within the last four years immediately

19 preceding the filing of the Complaint in this action.

20 **EIGHTH CAUSE OF ACTION**

21 **FAILURE TO PERMIT INSPECTION OF EMPLOYMENT RECORDS**

22 **(Against Defendant 1333 GRO, LLC)**

23 55. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though

24 fully set forth herein.

25 56. Labor Code § 226 requires an employer to "afford current and former employees the

26 right to inspect or copy records pertaining to their employment" within 21 calendars from the date

27 of the request; provides that "a failure by an employer to permit a current or former employee to

28 inspect or copy records within the time set forth . . . entitles the current or former employee . . . to

1 recover a seven-hundred-fifty-dollar (\$750) penalty from the employer”; and authorizes recovery of
2 attorneys’ fees and costs.

3 57. Labor Code § 1198.5 requires an employer to “make the contents of . . . personnel
4 records available for inspection to the current or former employee, or his or her representative, at
5 reasonable intervals and at reasonable times, but not later than 30 calendar days from the date the
6 employer receives a written request . . .”; provides that the failure to comply with this statute
7 entitles the employee to recover a penalty of \$750; and authorizes recovery of attorneys’ fees and
8 costs.

9 58. Defendants failed to permit Plaintiff to inspect or copy records pertaining to her
10 employment in violation of Labor Code §§ 226 and 1198.5. As a consequence of Defendants’
11 unlawful practices, Plaintiff and seek statutory penalties, attorneys’ fees, and costs of suit according
12 to Labor Code §§ 226 and 1198.5.

13 **NINTH CAUSE OF ACTION**

14 **PRIVATE ATTORNEYS GENERAL ACT**

15 **(Against All Defendants)**

16 59. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
17 fully set forth herein.

18 60. Plaintiff, an “aggrieved employee” within the meaning of Labor Code § 2698, *et*
19 *seq.*, acting on behalf of himself and other aggrieved employees (collectively, “Aggrieved
20 Employees”), brings this representative action against Defendants to recover the civil penalties due
21 to Plaintiff and other Aggrieved Employees, and the State of California according to proof pursuant
22 to Labor Code § 558 and § 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial
23 violation for each failure to pay each employee and \$200 for each subsequent violation or willful or
24 intentional violation pursuant to Labor Code § 210 and/or 225.5 for each failure to pay each
25 employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and
26 \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3)
27 \$100 for each initial violation and \$250 for each subsequent violation pursuant to Labor Code §
28 1197.1 per employee per pay period; (4) \$250 for each initial violation and \$1,000 for each

1 subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to
2 Labor Code section 256, a civil penalty in an amount not exceeding 30 days per former employee as
3 waiting time under the terms of Labor Code § 203; and/or (6) \$100 for each initial violation and
4 \$200 for each subsequent violation per employee per pay period for those violations of the Labor
5 Code for which no civil penalty is specifically provided, based on the following Labor Code
6 violations:

- 7 a. Failing to pay minimum wages for all hours worked to Aggrieved Employees in
8 violation of Labor Code § 558, 1182.12, 1194, 1194.2, 1197, and 1198;
- 9 b. Failing to pay Aggrieved Employees all earned overtime compensation in violation
10 of Labor Code §§ 204, 510, 558, 1194, and 1198;
- 11 c. Failing to provide all legally required meal periods, and failure to pay meal period
12 premium wages, to Aggrieved Employees at the regular rate of compensation in
13 violation of Labor Code §§ 226.7, 512, 558, and 1198;
- 14 d. Failing to authorize and permit all legally required rest periods, and failure to pay
15 rest period premium wages, to Aggrieved Employees at the regular rate of
16 compensation in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- 17 e. Failing to furnish Aggrieved Employees with complete, accurate, itemized wage
18 statements in violation of Labor Code § 226;
- 19 f. Failing to timely pay all final wages and compensation earned by Aggrieved
20 Employees at the time of separation in violation of Labor Code §§ 201-202;
- 21 g. Failure to reimburse Aggrieved Employees for all necessary business expenses in
22 violation of Labor Code § 2802;
- 23 h. Failure to pay all sick leave wages due to Aggrieved Employees in violation of
24 Labor Code § 246;
- 25 i. Failing to pay Aggrieved Employees all earned wages at least twice during each
26 calendar month in violation of Labor Code § 204;

27 ///

- 28 j. Failing to separately compensate Aggrieved Employees who were paid on a piece-

rate basis for rest and recovery periods and “other nonproductive time” in violation of Labor Code § 226.2;

k. Violating Wage Order regulations regarding temperature in the workplace in violation of Labor Code § 1198; and

l. Failure to permit Aggrieved Employees’ inspection of employment records in violation of Labor Code §§ 226, 432, 1198.5; and

m. Failing to maintain accurate records on behalf of Aggrieved Employees in violation of Labor Code §§ 1174 and 1198; and

n. Failing to timely pay all final wages to Plaintiff and members of the Waiting Time Penalty Class.

61. On or about November 2, 2023 and July 11, 2025, Plaintiff notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the Labor Code and Plaintiff’s intent to bring a claim for civil penalties under Labor Code § 2698, *et seq.* with respect to the violations of the Labor Code identified in the preceding paragraph. Now that 33 days and 65 days have passed from Plaintiff notifying Defendants and the LWDA of these violations, Defendants have not cured any curable violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

62. Plaintiff has incurred attorneys’ fees and costs, which Plaintiff is entitled to receive under California Labor Code § 2699(g).

TENTH CAUSE OF ACTION

WAITING TIME PENALTIES

(Against All Defendants)

63. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

64. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an employer to pay all wages immediately at the time of separation of employment in the event the

1 employer discharges the employee or the employee provides at least 72 hours of notice of their
2 intent to quit. In the event the employee provides less than 72 hours of notice of their intent to quit,
3 said employee's wages become due and payable not later than 72 hours upon said employee's last
4 date of employment.

5 65. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed
6 to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them at their
7 separation from employment, including unpaid minimum and overtime wages as well as unpaid
8 meal and rest period premium wages.

9 66. Furthermore, Plaintiff is informed and believes, and based thereon alleges, that as a
10 matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff and members of
11 the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant to
12 the requirements of Labor Code §§ 201-202.

13 67. Defendants' failure to pay all final wages was willful within the meaning of Labor
14 Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting
15 Time Class their earned wages upon separation from employment results in continued payment of
16 daily wages up to thirty days from the time the wages were due.

17 68. As a consequence of Defendants' unlawful practices, Plaintiff and members of the
18 Waiting Time Class seek statutory penalties, and costs of suit according to California Labor Code §
19 203.

20
21 **PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf
23 this suit is brought against Defendants, as follows:

- 24 1. For an order certifying the proposed Classes;
25 2. For an order appointing Plaintiff as representative of the Classes;
26 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
27 4. Upon the First Cause of Action, for payment of minimum wages, liquidated
28 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, and

1 1197;

2 5. Upon the Second Cause of Action, for payment of overtime wages and penalties
3 according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;

4 6. Upon the Third Cause of Action, for meal period premium wages according to proof
5 pursuant to Labor Code §§ 226.7, 512, and 558;

6 7. Upon the Fourth Cause of Action, for rest period premium wages according to proof
7 pursuant to Labor Code §§ 226.7, 516, and 558;

8 8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code §
9 226;

10 9. Upon the Sixth Cause of Action, for unreimbursed business expenses according to
11 proof pursuant to Labor Code § 2802;

12 10. Upon the Seventh Cause of Action, for restitution to Plaintiff and members of the
13 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
14 practices declared by this Court to be in violation of Business and Professions Code §§ 17200, *et*
15 *seq.*;

16 11. Upon the Eighth Cause of Action, for statutory penalties pursuant to Labor Code §§
17 226 and 1198.5;

18 12. Upon the Ninth Cause of Action, for civil penalties due to Plaintiff, other Aggrieved
19 Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and
20 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to
21 pay each employee and \$200 for each subsequent violation or willful or intentional violation
22 pursuant to Labor Code § 210 and/or 225.5 for each failure to pay each employee, plus 25% of the
23 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
24 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
25 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee
26 per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation
27 pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to Labor Code section
28 256, a civil penalty in an amount not exceeding 30 days per former employee as waiting time under

1 the terms of Labor Code § 203; and/or (6) \$100.00 for each initial violation and \$200 for each
2 subsequent violation per employee per pay period for those violations of the Labor Code for which
3 no civil penalty is specifically provided;

4 13. Prejudgment interest on all due and unpaid wages pursuant to Labor Code § 218.6
5 and Civil Code §§ 3287 and 3289;

6 14. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
7 218.5, 226, 1194, 2699(g), and Code of Civil Procedure § 1021.5; and

8 15. For such other and further relief, the Court may deem just and proper.

9 **DEMAND FOR JURY TRIAL**

10 Plaintiff hereby demands a trial by jury on all claims.

11
12 DATED: February 3, 2026

JUSTICE FOR WORKERS, P.C.

13
14 By: 

15 William C. Sung, Esq.

16 Tiffany L. Luu, Esq.

17 Attorneys for Plaintiff LUIS MANUEL GARCIA
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PROOF OF SERVICE
LUIS MANUEL GARCIA v. 1346 LA, LLC, ET AL.
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 3600 Wilshire Boulevard, Suite 1815, Los Angeles, CA 90010

On February 3, 2026, I served the foregoing document described as:

THIRD AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

☐ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail in the State of California addressed as set forth below:

☐ by placing a true copy thereof enclosed in a sealed envelope addressed as stated on the attached mailing list.

☒ by electronically serving the document(s) listed above via CaseAnywhere to:

Russell I. Glazer, Esq
RGlazer@troygould.com
Samantha J. Doyle, Esq
Sdoyle@troygould.com
Sara Water
swatar@troygould.com
Shirley Cervantes
SCervantes@troygould.com
Rachel E. Hamilton
RHamilton@troygould.com
TROYGOULD PC
1801 Century Park East, 16th Floor
Los Angeles, CA 90067-2367
Telephone: (310) 553-4441

Attorneys for Defendants Queen City Staffing, LLC,
Marlon Coburn and Miranda Jordan

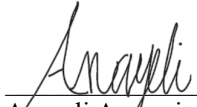
☐ by having copies **personally delivered to the designed party(ies)**

As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on the same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☒ (State) I declare under penalty of perjury the laws of the State of California that the foregoing is true and correct.

☐ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made

Executed on February 3, 2026 at Los Angeles, California.


Anayeli Ascencio