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FILED
 Superior Court of California
 County of Los Angeles
01/30/2024

David W. Slayton, Executive Officer / Clerk of Court
 By: R. Lozano Deputy

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; and
 DOES 1 through 50,

Defendants.

Case No.: 23STCV26926

**FIRST 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)); and
- (9) **CIVIL PENALTIES UNDER THE**
CALIFORNIA PRIVATE

**ATTORNEYS GENERAL ACT
(LABOR CODE §§ 2698, *et seq.*)**

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; and DOES 1 to 50 inclusive (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.

PARTIES

3. Plaintiff is, and at all times relevant herein was, an individual over the age of eighteen (18) and is a California resident. Within the statute of limitations periods applicable to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff was, and is, a victim of Defendants’ policies, practices, and/or customs complained of

1 herein and has been deprived of the rights guaranteed by Business and Professions Code § 17200, *et*
2 *seq.*, Labor Code §§ 201-204, 226, 226.2, 226.7, 246, 432, 510, 512, 516, 558, 1182.12, 1194,
3 1194.2, 1197, 1198, 1198.5, 2802, 2698, *et seq.*, and the Wage Orders.

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

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

18 6. At all times herein mentioned, each of said Defendants participated in the doing of
19 the acts hereinafter alleged to have been done by the named Defendant; and furthermore,
20 Defendants, and each of them, were the agents, servants, and employees of each of the other
21 defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting
22 within the course and scope of said agency and employment.

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

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

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

FACTUAL ALLEGATIONS

10. Defendants own and operate a cannabis cultivation, processing, and distribution business in Los Angeles County, California under the brand name THC Design. Plaintiff has been employed by Defendants as a non-exempt employee in the position of warehouse lead since approximately February 2021.

11. Throughout Plaintiff's employment with Defendants, Defendants' timekeeping and/or payroll policies and practices resulted in Plaintiff and other non-exempt employees not being compensated for all hours actually worked. Plaintiff and other non-exempt employees regularly worked more than eight hours in a workday or 40 hours in a workweek. Defendants required Plaintiff and other non-exempt employees to perform work before their scheduled shifts, after their scheduled shifts, and/or during off-the-clock meal breaks, and failed to compensate employees for this time. Upon information and belief, Defendants also failed to incorporate multiple rates of pay and/or all non-discretionary remuneration into the regular rate of pay. As a result, Plaintiff and other non-exempt employees were not compensated for all earned minimum and overtime wages.

12. Defendants failed to provide Plaintiff and other non-exempt employees with all legally compliant meal periods due to Defendants' meal period policies/practices, which have frequently resulted in late (commencing after the fifth hour of work), short (less than 30 minutes), and/or missed meal periods. Upon information and belief, Plaintiff and other non-exempt employees were not able to take their legally compliant meal breaks due to work demands imposed by Defendants. Upon information and belief, Defendants do not keep accurate records of Plaintiff's and other non-exempt employees' hours worked, including accurate time records showing when employees take their meal periods. On those occasions when Plaintiff and other non-exempt

1 employees were not provided with all legally compliant meal periods to which they were entitled,
2 Defendants failed to compensate Plaintiff and other non-exempt employees with the required meal
3 period premium(s) for each workday there was a meal period violation as mandated by Labor Code
4 § 226.7. Upon information and belief, Defendants maintained no mechanism for the payment of
5 meal period premium payments as required by Labor Code § 226.7 in the event that a legally
6 compliant meal period was not provided to their non-exempt employees.

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

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

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

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

5 17. Labor Code section 1198 provides: “The employment of any employee ... under
6 conditions of labor prohibited by the [Industrial Wage Orders] is unlawful.” Section 15 of the
7 applicable Wage Orders provide: “(A) The temperature maintained in each work area shall provide
8 reasonable comfort consistent with industry-wide standards for the nature of the process and the
9 work performed. (B) If excessive heat or humidity is created by the work process, the employer
10 shall take all feasible means to reduce such excessive heat or humidity to a degree providing
11 reasonable comfort. Where the nature of the employment requires a temperature of less than 60° F,
12 a heated room shall be provided to which employees may retire for warmth, and such room shall be
13 maintained at not less than 68° F. (C) A temperature of not less than 68° F shall be maintained in
14 the toilet rooms, resting rooms, and change rooms during hours of use. (D) Federal and State energy
15 guidelines shall prevail over any conflicting provision of this section.” California law requires an
16 employer to endeavor to provide a safe and healthy workplace. (Cal. Code Regs., tit. 8, §3203.)
17 Labor Code section 6720 required the California Division of Occupational Safety and Health
18 (“Cal/OSHA”) to propose an indoor heat illness standard by January 1,2019. (Lab. Code, § 6720.)
19 Cal/OSHA’s draft standard applies its proposed regulations to “all indoor work areas where the
20 temperature equals or exceeds 82 degrees Fahrenheit when employees are present.” During the
21 relevant time period, Defendants failed to provide Plaintiff and other non-exempt employees with
22 reasonable comfort by maintaining the indoor temperature within the range of industry standards
23 by, inter alia, providing adequate heating, air conditioning, and/or ventilation and failed to maintain
24 a temperature of not less than 68° F in toilet rooms and/or breakrooms for Plaintiff and other
25 aggrieved employees.

26 18. Labor Code section 226.2 applies to employees who are compensated on a piece-rate
27 basis for any work performed during a pay period and requires employers to establish compensation
28 and wage statement requirements for rest and recovery periods and “other nonproductive time” for

1 piece-rate employees. During the relevant time period, Defendants compensated some employees in
2 part on a piece rate compensation. However, Defendants failed to comply with the requirements of
3 Labor Code section 226.2. The violations include, but are not limited to, failing to calculate the
4 correct regular rate of pay for rest and recovery period wages.

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

10 **CLASS ACTION ALLEGATIONS**

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

- 13 a. Minimum Wage Class: All current and former non-exempt employees of Defendants
14 in the State of California who were subject to Defendants' timekeeping and payroll
15 policies and/or practices, during the four years immediately preceding the filing of
16 this action through the present.
- 17 b. Overtime Class: All current and former non-exempt employees of Defendants in the
18 State of California who worked more than eight hours per day and/or 40 hours per
19 week and were subject to Defendants' timekeeping policies and/or practices, during
20 the four years immediately preceding the filing of this action through the present.
- 21 c. Meal Period Class: All current and former non-exempt employees of Defendants in
22 the State of California who: (i) worked at least one shift in excess of 5.0 hours;
23 and/or (ii) worked at least one shift in excess of 10.0 hours, during the four years
24 immediately preceding the filing of this action through the present.
- 25 d. Rest Period Class: All current and former non-exempt employees of Defendants in
26 the State of California who worked at least one shift of 3.5 or more hours, during the
27 four years immediately preceding the filing of this action through the present.

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1 e. Wage Statement Class: All current and former non-exempt employees of Defendants
2 in the State of California who received a wage statement, during the one year
3 immediately preceding the filing of this action through the present.

4 f. Expense Reimbursement Class: All current and former non-exempt employees of
5 Defendants in the State of California who were not reimbursed for all necessary
6 business expenses, during the four years immediately preceding the filing of this
7 action through the present.

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

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

- 17 a. Whether Defendants properly paid all overtime wages to members of the Overtime
18 Class;
- 19 b. Whether Defendants paid at least the minimum wage for all hours worked to
20 members of the Minimum Wage Class;
- 21 c. Whether Defendants provided all legally compliant meal periods or paid meal period
22 premium wages due to members of the Meal Period Class pursuant to Labor Code §§
23 226.7 and 512;
- 24 d. Whether Defendants authorized and permitted all legally compliant rest periods or
25 paid all rest period premium wages due to members of the Rest Period Class
26 pursuant to Labor Code §§ 226.7 and 516;
- 27 e. Whether Defendants furnished legally compliant wage statements to members of the
28 Wage Statement Class pursuant to Labor Code § 226; and

1 f. Whether Defendants reimbursed members of the Expense Reimbursement Class for
2 all necessary business expenses pursuant to Labor Code § 2802.

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

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

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

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

1 gain an unconscionable advantage since they would be able to exploit and overwhelm the limited
2 resources of each individual plaintiff with their vastly superior financial and legal resources.

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

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

17 **FIRST CAUSE OF ACTION**

18 **MINIMUM WAGE VIOLATIONS**

19 **(Against All Defendants)**

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

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

1 Minimum Wage Class for all hours worked, including, but not limited to, all hours they were
2 subject to the control of Defendants and/or suffered or permitted to work under the Labor Code and
3 the Wage Orders.

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

9 31. As a consequence of Defendants' non-payment of minimum wages, Plaintiff and
10 members of the Minimum Wage Class seek recovery of the balance of unpaid wages, including
11 interest thereon, statutory penalties, attorneys' fees, and costs of suit according to Labor Code §§
12 218.6, 558, 1194, 1194.2, and 1199, Code of Civil Procedure § 1021.5; and Civil Code §§ 3287 and
13 3289.

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

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

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

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

1 overtime hours actually worked.

2 35. As a consequence of Defendants' non-payment of overtime wages, Plaintiff and
3 members of the Overtime Class seek recovery of the balance of unpaid overtime wages, including
4 interest thereon, statutory penalties, attorneys' fees, and costs of suit according to Labor Code §§
5 204, 210, 216, 218.6, 510, 1194, and 1198; Code of Civil Procedure § 1021.5; and Civil Code §§
6 3287 and 3289.

7 **THIRD CAUSE OF ACTION**

8 **MEAL PERIOD VIOLATIONS**

9 **(Against All Defendants)**

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

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

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

19 39. As a consequence of Defendants' unlawful meal period practices, Plaintiff and
20 members of the Meal Period Class seek recovery of unpaid premium wages for meal period
21 violations including interest thereon, statutory penalties, and costs of suit, pursuant to Labor Code
22 §§ 226.7, 512, 558, the Wage Orders, and Civil Code §§ 3287 and 3289.

23 **FOURTH CAUSE OF ACTION**

24 **REST PERIOD VIOLATIONS**

25 **(Against All Defendants)**

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

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41. Labor Code §§ 226.7, 516, 558, and the Wage Orders, § 12 and establish the right of employees to be provided with a rest period of at least 10 minutes for each four-hour period worked, or major fraction thereof. Plaintiff is informed and believes, and based thereon alleges, that despite Defendants' failure to authorize and permit Plaintiff and members of the Rest Period Class to take all legally compliant rest periods as alleged herein, Defendants did not pay these individuals an additional hour of pay at their respective regular rate for the rest periods that they failed to authorize and permit them to take, as required by Labor Code § 226.7.

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

FIFTH CAUSE OF ACTION
WAGE STATEMENT PENALTIES
(Against All Defendants)

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

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

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

1 in Defendants' reported payroll data.

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

5 **SIXTH CAUSE OF ACTION**

6 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

7 **(Against All Defendants)**

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

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

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

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

20 **SEVENTH CAUSE OF ACTION**

21 **UNFAIR COMPETITION**

22 **(Against All Defendants)**

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

- 25 a. failing to pay Plaintiff and members of the Minimum Wage Class all minimum
26 wages due;
- 27 b. failing to pay Plaintiff and members of the Overtime Class all overtime wages due;
- 28 c. failing to provide Plaintiff and members of the Meal Period Class with all meal

1 periods to which they are entitled, and failing to pay them all meal period premium
2 wages due;

3 d. failing to authorize and permit Plaintiff and members of the Rest Period Class all rest
4 periods to which they are entitled, and failing to pay them all rest period premium
5 wages due;

6 e. failing to issue accurate and itemized wage statements to Plaintiff and members of
7 the Wage Statement Class; and

8 f. failing to reimburse all necessary business expenses to Plaintiff and members of the
9 Expense Reimbursement Class.

10 52. Defendants' utilization of these unfair and/or unlawful business practices deprived
11 Plaintiff and continues to deprive members of the Classes of compensation to which they are legally
12 entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over
13 Defendants' competitors who have been and/or are currently employing workers and attempting to
14 do so in honest compliance with applicable wage and hour laws.

15 53. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
16 herein, Plaintiff for himself and on behalf of the members of the Classes, seeks full restitution of
17 monies, as necessary and according to proof, to restore any and all monies withheld, acquired
18 and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

19 54. The acts complained of herein occurred within the last four years immediately
20 preceding the filing of the Complaint in this action.

21 **EIGHTH CAUSE OF ACTION**

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

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

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

26 56. Labor Code § 226 requires an employer to "afford current and former employees the
27 right to inspect or copy records pertaining to their employment" within 21 calendars from the date
28 of the request; provides that "a failure by an employer to permit a current or former employee to

1 inspect or copy records within the time set forth . . . entitles the current or former employee . . . to
2 recover a seven-hundred-fifty-dollar (\$750) penalty from the employer”; and authorizes recovery of
3 attorneys’ fees and costs.

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

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

14 **NINTH CAUSE OF ACTION**

15 **PRIVATE ATTORNEYS GENERAL ACT**

16 **(Against All Defendants)**

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

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

1 1197.1 per employee per pay period; (4) \$250 for each initial violation and \$1,000 for each
2 subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to
3 Labor Code section 256, a civil penalty in an amount not exceeding 30 days per former employee as
4 waiting time under the terms of Labor Code § 203; and/or (6) \$100 for each initial violation and
5 \$200 for each subsequent violation per employee per pay period for those violations of the Labor
6 Code for which no civil penalty is specifically provided, based on the following Labor Code
7 violations:

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

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- 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.

61. On or about November 2, 2023, 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).

PRAYER FOR RELIEF

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

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
4. Upon the First Cause of Action, for payment of minimum wages, liquidated 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: January 29, 2024

JUSTICE FOR WORKERS, P.C.

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14 By: 

15 William C. Sung, Esq.

16 Tiffany L. Luu, Esq.

17 Attorneys for Plaintiff LUIS MANUEL GARCIA
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