

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Yolanda Orozco

Joseph Lavi, Esq. (SBN 209776)
Vincent C. Granberry, Esq. (SBN 276483)
Danielle E. Montero, Esq. (SBN 333945)
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Blvd., Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001
Email: jlavi@lelawfirm.com
vgranberry@lelawfirm.com
dmontero@lelawfirm.com
wht2@lelawfirm.com

Attorneys for Plaintiff ENMA GUEVARA,
on behalf of herself and current and former aggrieved employees

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

ENMA GUEVARA, on behalf of herself and
other aggrieved employees,

Plaintiff,

vs.

POMONA VALLEY HOSPITAL; and DOES 1
to 100, inclusive,

Defendants.

Case No.: 22STCV27400

PAGA ACTION

**PLAINTIFF ENMA GUEVARA'S
COMPLAINT FOR:**

- CIVIL PENALTIES PURSUANT
TO THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004
("PAGA"), LABOR CODE
SECTIONS 2698, ET SEQ.**

COMES NOW Plaintiff ENMA GUEVARA ("Plaintiff"), who alleges and complains
against Defendants POMONA VALLEY HOSPITAL; and DOES 1 to 100, inclusive (collectively,
"Defendants") as follows:

I. INTRODUCTION

1. This is a Private Attorneys' General Act of 2004, Lab. Code §§ 2698, *et seq.*
("PAGA") representative action brought by Plaintiff on behalf of the State of California, herself,
and other current and former aggrieved employees of Defendants who worked as hourly non-
exempt employees in California during the relevant time period seeking civil penalties associated
with Defendants' violation of the Labor Code based on Defendants' failure to pay wages for all
hours worked at minimum wage and all overtime hours worked at the overtime rate of pay; failure
to authorize or permit all legally required and/or compliant meal periods and/or pay meal period

1 premium wages; failure to authorize or permit all legally required and/or compliant rest periods
2 and/or pay rest period premium wages; statutory penalties for failure to timely pay earned wages
3 during employment; statutory penalties for failure to provide accurate wage statements; statutory
4 waiting time penalties in the form of continuation wages for failure to timely pay employees all
5 wages due upon separation of employment. Plaintiff seeks on a representative basis, following
6 notice to the Labor and Workforce Development Agency, civil penalties, reasonable attorneys'
7 fees pursuant to Labor Code section 2699(g)(1) and costs brought on behalf of Plaintiff, the State
8 of California, and others aggrieved.

9 **II. JURISDICTION AND VENUE**

10 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
11 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
12 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
13 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
14 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
15 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
16 aggrieved California-based hourly non-exempt employees occurred in locations throughout
17 California, including but not limited to Los Angeles County, at 1569 Carol Drive, Pomona, CA
18 91767.

19 3. In response to the COVID-19 pandemic, the Judicial Council of California enacted
20 Emergency Rule 9 to the California Rules of Court, which provided that, notwithstanding any
21 other law, the statutes of limitations and repose for civil causes of action that exceed 180 days are
22 tolled from April 6, 2020, until October 1, 2020.

23 **III. PARTIES**

24 4. Plaintiff brings this action as a representative of the Labor and Workforce
25 Development Agency on behalf of herself and other current and former employees subject to
26 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
27 filed include current, former and/or future employees of Defendants who work, worked, or will
28 work for Defendants as direct employees as well as temporary employees employed through temp

1 agencies as hourly non-exempt employees in California. At all times mentioned herein, the
2 currently named Plaintiff is and was domiciled and a resident and citizen of California and was
3 employed by Defendants in an hourly position at Defendants' location in Los Angeles from
4 approximately February 25, 2020 until her termination on or about March 3, 2021.

5 5. Plaintiff is informed and believes and thereon alleges that Defendant POMONA
6 VALLEY HOSPITAL is authorized to do business within the State of California and is doing
7 business in the State of California and/or that Defendants DOES 1-50 are, and at all times relevant
8 hereto were persons acting on behalf of Defendant POMONA VALLEY HOSPITAL in the
9 establishment of, or ratification of, the aforementioned illegal wage and hour practices or policies.
10 Defendant POMONA VALLEY HOSPITAL operates in Los Angeles County and employed
11 Plaintiff and putative class members in, including but not limited to, at 1569 Carol Drive, Pomona,
12 CA 91767.

13 6. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
14 through 50 are corporations, or are other business entities or organizations of a nature unknown to
15 Plaintiff that employed Plaintiff and aggrieved California non-exempt employees, permitted
16 Plaintiff and aggrieved employees to work, and exercised control over the wages, hours and
17 working conditions of employment of Plaintiff and aggrieved employees.

18 7. Plaintiff is informed and believes and thereon alleges that Defendants DOES 51
19 through 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued
20 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,
21 supervisor, independent contractor and/or employee of each defendant who violated or caused to
22 be violated the minimum wage and overtime provisions of the Labor Code and/or any provision of
23 the Industrial Welfare Commission's wage orders regulating hours and days of work.

24 8. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff
25 sues said defendants by said fictitious names, and will amend this complaint when the true names
26 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as
27 permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously
28 named defendants is in some manner responsible for the events and allegations set forth in this

1 complaint.

2 9. Plaintiff makes the allegations in this complaint without any admission that, as to
3 any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and
4 Plaintiff reserves all of Plaintiff's right to plead in the alternative.

5 **FIRST CAUSE OF ACTION**

6 **CIVIL PENALTIES AND WAGES PURSUANT TO THE PRIVATE ATTORNEYS**

7 **GENERAL ACT OF 2004, LABOR CODE SECTIONS 2698, ET SEQ.**

8 **(Against all Defendants by Plaintiff)**

9 10. Plaintiff incorporates all paragraphs above as though fully set forth herein.

10 11. During the period beginning one (1) year preceding Plaintiff sending the initial
11 PAGA Claim Notice to the LWDA to the present, Defendants violated Labor Code sections 201,
12 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197,1198, and/or Sections 14 and 15 of the
13 applicable Wage Orders.

14 12. Specifically, Defendants have committed the following violations of California
15 Labor Code:

16 13. **Failure to pay wages for all hours worked at the legal minimum wage:**
17 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
18 employees. In California, an employer is required to pay hourly employees for all "hours worked,"
19 which includes all time that an employee is under control of the employer and all time the
20 employee is suffered and permitted to work. This includes the time an employee spends, either
21 directly or indirectly, performing services which inure to the benefit of the employer.

22 14. Labor Code sections 1194 and 1197 require an employer to compensate employees
23 for all "hours worked" at least at a minimum wage rate of pay as established by the IWC and the
24 Wage Orders.

25 15. In this case, Plaintiff and other current and former aggrieved California-based
26 hourly non-exempt employees worked more minutes per shift than Defendants credited them with
27 having worked. Specifically, Defendants failed to pay Plaintiff and other current and former
28 aggrieved California-based hourly non-exempt employees all wages at the applicable minimum

wage for all hours worked due to Defendants' policies, practices, and/or procedures including, but not limited to:

(a) Defendant maintained a policy, practice, and/or procedure, requiring Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to remain on duty with their pagers on them in order to take and respond to pages from Defendant's management personnel while off-the-clock during meal breaks. Plaintiff and other current and former aggrieved California-based hourly non-exempt employees were not paid for this time resulting in Defendant's failure to pay minimum wage for all the hours Plaintiff and other current and former aggrieved California-based hourly non-exempt employees worked.

16. Therefore, Defendants suffered, permitted, and required Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to be subject to Defendants' control without paying wages for that time. This resulted in Plaintiff and other current and former aggrieved California-based hourly non-exempt employees working time for which they were not compensated any wages, in violation of Labor Code sections 1194 and 1197 and the applicable Wage Order.

17. **Failure to pay wages for overtime hours worked at the overtime rate of pay:** Defendants employed many of their employees, including Plaintiff, as hourly non-exempt employees. In California, an employer is required to pay hourly employees for all "hours worked," which includes all time that an employee is under control of the employer and all time the employee is suffered and permitted to work. This includes the time an employee spends, either directly or indirectly, performing services that inure to the benefit of the employer.'

18. Labor Code sections 510 and 1194 require an employer to compensate employees a higher rate of pay for hours worked in excess of eight (8) hours in a workday, in excess of forty (40) hours in a workweek, and on any seventh consecutive day of work in a workweek:

Any work in excess of eight (8) hours in one workday, any work in excess of forty (40) hours in any one (1) workweek, and the first eight (8) hours worked on the seventh day of work in any one (1) workweek, shall be compensated at the rate of no less than one-and-one-half (1.5) times the regular rate of pay for an employee. Any work in excess of twelve (12) hours in one (1) day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight (8) hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

1 Labor Code section 510.

2 19. In this case, Defendants failed to pay Plaintiff and other current and former
3 aggrieved California-based hourly non-exempt employees overtime wages for all overtime hours
4 worked due to Defendants' policies, practices, and/or procedures including, but not limited to:

5 (a) Defendant maintained a policy, practice, and/or procedure requiring Plaintiff and
6 other current and former aggrieved California-based hourly non-exempt employees to remain on
7 duty with their pagers on them in order to take and respond to pages from Defendant's
8 management personnel while off-the-clock during meal breaks. Plaintiff and other current and
9 former aggrieved California-based hourly non-exempt employees were not paid for this time
10 resulting in Defendant's failure to pay minimum wage for all the hours Plaintiff and other current
11 and former aggrieved California-based hourly non-exempt employees worked.

12 20. The foregoing policies, practices, and/or procedures resulted in time during each
13 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt
14 employees were under the control of Defendants but were not compensated. To the extent that the
15 foregoing uncompensated time occurred when Plaintiff and other current and former aggrieved
16 California-based hourly non-exempt employees worked more than eight (8) hours in a workday,
17 more than forty (40) hours in a workweek, and/or seven (7) days in a workweek, Defendants failed
18 to pay them at their overtime rate of pay for overtime hours worked, in violation of Labor Code
19 sections 510 and 1194 and the applicable Wage Order.

20 21. **Failure to pay wages to hourly non-exempt employees for workdays that**
21 **Defendants failed to provide legally required and compliant meal periods:** Plaintiff and other
22 current and former aggrieved California-based hourly non-exempt employees regularly worked
23 shifts of more than five (5) hours in length and shifts of more than ten (10) hours in length.

24 22. California law requires an employer to authorize or permit an employee an
25 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
26 all duties and the employer relinquishes control over the employee's activities prior to the
27 employee's sixth hour of work. Labor Code sections 226.7, 512; Wage Order 5 at §11; *Brinker*
28 *Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an

1 employee for a work period of more than ten (10) hours per day without providing the employee
2 with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh
3 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period
4 shall be considered an “on duty” meal period and counted as time worked. A paid “on duty” meal
5 period is only permitted when: (1) the nature of the work prevents an employee from being
6 relieved of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

7 23. If an employer fails to provide an employee a meal period in accordance with the
8 law, the employer must pay the employee one (1) hour of pay at the employee’s regular rate of pay
9 for each workday that a legally required and compliant meal period was not provided. Labor Code
10 section 226.7; Wage Order 5 at §11.

11 24. In this case, Defendants failed to authorize or permit legally required and compliant
12 meal periods to Plaintiff and other current and former aggrieved California-based hourly non-
13 exempt employees due to Defendants’ policies, practices, and/or procedures, including but not
14 limited to:

15 (a) Defendant maintained a policy, practice, and/or procedure requiring Plaintiff and
16 other current and former aggrieved California-based hourly non-exempt employees to remain on-
17 duty with their pagers on them in order to take and respond to pages Defendant’s management
18 personnel while off-the-clock during meal breaks resulting in meal breaks that were not duty-free.

19 25. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
20 procedure of failing to compensate Plaintiff and other current and former aggrieved California-
21 based hourly non-exempt employees one (1) hour of pay at their regular rate of pay for each
22 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt
23 employees did not receive legally required and compliant meal periods, in violation of Labor Code
24 section 226.7.

25 26. Defendants’ foregoing policies, practices, and/or procedures resulted in Plaintiff
26 and other current and former aggrieved California-based hourly non-exempt employees not
27 receiving wages to compensate them for workdays during which Defendants did not provide them
28 with meal periods in compliance with California law.

1 27. **Failure to pay wages to hourly non-exempt employees for workdays that**
2 **Defendants failed to provide legally required and compliant rest periods:** Plaintiff and other
3 current and former aggrieved California-based hourly non-exempt employees regularly worked
4 shifts of more than three-and-a-half (3.5) hours.

5 28. California law requires every employer to authorize and permit an employee a rest
6 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor
7 Code section 226.7; Wage Order 5 at §12. Under California law, “[e]mployees are entitled to 10
8 minutes’ rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more
9 than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so
10 on.” *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code
11 section 226.7; Wage Order 5 at §12. Rest periods, insofar as practicable, shall be in the middle of
12 each work period. Wage Order 5 at §12. Additionally, the rest period requirement “obligates
13 employers to permit – and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM*
14 *Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must
15 relieve employees of all duties and relinquish control over how employees spend their time. *Id.*

16 29. If the employer fails to authorize or permit a required rest period, the employer
17 must pay the employee one (1) hour of pay at the employee’s regular rate of pay for each workday
18 the employer did not authorize or permit a legally required rest period. Labor Code section 226.7;
19 Wage Order 5 at § 12.

20 30. In this case, Defendants failed to authorize or permit all legally required and
21 compliant rest periods to Plaintiff and other current and former aggrieved California-based hourly
22 non-exempt employees due to Defendants’ policies, practices, and/or procedures including, but not
23 limited to:

24 (a) Defendant maintained a policy, practice, and/or procedure requiring Plaintiff and
25 other current and former aggrieved California-based hourly non-exempt employees to remain on
26 Defendant’s premises during their rest breaks. Employer’s continued exercise of direction and
27 control over how Plaintiff and other current and former aggrieved California-based hourly non-
28 exempt employees spent their rest breaks resulted in rest breaks that were not duty free as

1 required.

2 31. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
3 procedure of failing to compensate Plaintiff and other current and former aggrieved California-
4 based hourly non-exempt employees with one (1) hour of pay at their regular rate of pay for each
5 workday they did not receive legally required and compliant rest periods, in violation of Labor
6 Code section 226.7.

7 32. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff
8 and other current and former aggrieved California-based hourly non-exempt employees not
9 receiving wages to compensate them for workdays in which Defendants did not provide them with
10 rest periods in compliance with California law.

11 33. **Failure to timely pay earned wages during employment:** In California, wages
12 must be paid at least twice during each calendar month on days designated in advance by the
13 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages
14 earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the
15 16th and the 26th day of that month and wages earned between the 16th and the last day,
16 inclusive, of any calendar month must be paid between the 1st and 10th day of the following
17 month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be
18 paid within seven (7) calendar days following the close of the payroll period in which wages were
19 earned. Labor Code section 204(d).

20 34. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed
21 to timely pay Plaintiff's and other current and former aggrieved California-based hourly non-
22 exempt employees' earned wages (including minimum wages, overtime wages, meal period
23 premium wages and/or rest period premium wages), in violation of Labor Code section 204.
24 Defendants' aforementioned policies, practices, and/or procedures resulted in their failure to pay
25 Plaintiff's and other current and former aggrieved California-based hourly non-exempt employees'
26 their earned wages within the applicable time frames outlined in Labor Code section 204.

27 35. **Failure to provide complete and accurate wage statements:** Labor Code section
28 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an

1 employee his or her wages, the employer must “furnish each of his or her employees ... an
2 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the
3 employee, except for any employee whose compensation is solely based on a salary and who is
4 exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of
5 the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable
6 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that all
7 deductions made on written orders of the employee may be aggregated and shown as one item, (5)
8 net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7) the
9 name of the employee and his or her social security number, (8) the name and address of the legal
10 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
11 the corresponding number of hours worked at each hourly rate by the employee.”

12 36. As a derivative of Plaintiff’s allegations above, Defendants’ failure to pay Plaintiff
13 and other current and former aggrieved California-based hourly non-exempt employees all wages
14 earned (including minimum wages, overtime wages, meal period premium wages, and/or rest
15 period premium wages) rendered Plaintiff’s and other current and former aggrieved California-
16 based hourly non-exempt employees’ wage statements inaccurate, in violation of Labor Code
17 section 226.

18 37. **Failure to pay employees all wages due at time of termination/resignation:** An
19 employer is required to pay all unpaid wages timely after an employee’s employment ends. The
20 wages are due immediately upon termination (Labor Code section 201) or within seventy-two (72)
21 hours of resignation (Labor Code section 202).

22 38. As a derivative of Plaintiff’s allegations above, because Defendants failed to pay
23 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees
24 all their earned wages (including minimum wages, overtime wages, meal period premium wages,
25 and/or rest period premium wages), Defendants failed to pay those employees timely after each
26 employee’s termination and/or resignation, in violation of Labor Code sections 201, 202, and 203.

27 39. Defendants’ violations of Wage Order 5 constituted violations of Labor Code
28 section 1198, which prohibits employment under conditions of labor that violate the Wage Orders.

1 40. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved
2 employee, on behalf of himself or herself and other current or former employees, to bring a civil
3 action to recover civil penalties against all Defendants pursuant to the procedures specified in
4 Labor Code section 2699.3.

5 41. Plaintiff has complied with the procedures for bringing suit specified in Labor
6 Code section 2699.3. On January 28, 2022, Plaintiff filed a PAGA Claim Notice with the LWDA
7 and provided notice to Defendants by certified mail which provided notice of the specific
8 provisions of the Labor Code alleged to have been violated, including the facts and theories to
9 support the violations alleged.

10 42. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
11 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
12 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
13 parties notice within 60 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends
14 to investigate Plaintiff's claims.

15 43. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
16 penalties for Defendants' violations of Labor Code 201, 202, 203, 204, 226, 226.7, 510, 512,
17 1194, 1197, and 1198, beginning one (1) year preceding Plaintiff sending the initial PAGA Claim
18 Notice to the LWDA to the present, in the following amounts:

19 a. For violations of Labor Code sections 201, 202, 203, 204, 226.7, 2802, 512,
20 and 1197; one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
21 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each
22 subsequent violation [penalty amounts established by Labor Code section 2699(f)(2)].

23 b. For violations of Labor Code section 226, two hundred fifty dollars (\$250)
24 for each employee for each pay period for the initial violation, and for each subsequent violation,
25 one thousand dollars (\$1000) for each underpaid employee for each pay period [penalty amounts
26 established by Labor Code section 226.3].

27 c. For violations of Labor Code section 510, fifty dollars (\$50) for each
28 employee for each pay period for the initial violation, and for each subsequent violation, one

1 hundred dollars (\$100) for each underpaid employee for each pay period [penalty amounts
2 established by Labor Code section 558] and any unpaid wages.

3 d. For violations of Labor Code section 1194 and 1197, one hundred dollars
4 (\$100) for each underpaid employee for each pay period for the initial violation, and for each
5 subsequent violation, two hundred fifty dollars (\$250) for each underpaid employee for each pay
6 period [penalty amounts established by Labor Code section 1197.1] and any unpaid wages.

7 44. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of
8 reasonable attorneys' fees and costs in connection with her claims for civil penalties.

9 **PRAYER FOR RELIEF**

10 **WHEREFORE, PLAINTIFF, ON BEHALF OF HERSELF, THE STATE OF**
11 **CALIFORNIA, AND ON OTHER AGGRIEVED EMPLOYEES, PRAYS AS FOLLOWS:**

12 **ON THE FIRST CAUSE OF ACTION:**

13 1. That Defendants be found to have violated the provisions of the Labor Code and
14 the IWC Wages Orders as to the Plaintiff and aggrieved employees;

15 2. For any and all legally applicable penalties during the relevant statute of limitations
16 subject to any permissible tolling, including but not limited to those recoverable under the
17 California Labor Code, including but not limited to section 2699(f);

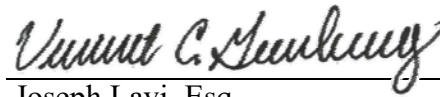
18 3. For attorneys' fees and costs of suit, including but not limited to those recoverable
19 under California Labor Code section 2699(g); and

20 4. For such and other further relief, in law and/or equity, as the Court deems just or
21 appropriate

22
23
24 Dated: August 23, 2022

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

25
26 By:



Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Danielle E. Montero, Esq.
Attorneys for Plaintiff ENMA GUEVARA,
on behalf of herself and others similarly situated