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County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By J. Covarrubias, Deputy Clerk

Attorneys for Plaintiff,

JUANA MARTINEZ CAZARES, and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – CENTRAL DIVISION
(UNLIMITED JURISDICTION)**

JUANA MARTINEZ CAZARES, on behalf of
herself and all others similarly situated, and the
general public, and as an “Aggrieved
Employee” on behalf of other “Aggrieved
Employees” under the Private Attorneys
General Act of 2004,

Plaintiff,

vs.

CUSTOM BUILDING PRODUCTS, LLC;
and DOES 1 to 25, inclusive,

Defendant(s).

Case No.: **25STCV27825**

CLASS ACTION

COMPLAINT FOR:

- 1) Failure to Pay All Wages Earned for All Hours Worked at the Correct Rates of Pay (Lab. Code §§ 510, 1194, 1197, and 1198);
- 2) Failure to Provide Rest Breaks (Lab. Code §§ 226.7 and 1198);
- 3) Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512 and 1198);
- 4) Failure to Indemnify (Lab. Code § 2802);
- 5) Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226);
- 6) Failure to Pay Wages Owed Every Pay Period (Lab. Code § 204);
- 7) Failure To Pay Wages When Employment Ends (Lab. Code §§ 201–203);
- 8) Civil Penalties (Lab. Code §§ 2698, *et seq.*); and
- 9) Unfair Competition (Bus. & Prof. Code, § 17200q.)

JURY TRIAL DEMANDED

1 Plaintiff, JUANA MARTINEZ CAZARES (hereafter “Plaintiff”), on behalf of herself
2 and all others similarly situated, complains and alleges as follows:

3 **I. INTRODUCTION**

4 1. Plaintiff brings this class and representative action based on alleged violations
5 of the California Labor Code, Industrial Welfare Commission Orders No. 1-2001 (hereafter
6 “the Wage Order”), and the California Business and Professions Code against CUSTOM
7 BUILDING PRODUCTS, LLC and DOES 1 to 25, inclusive (“CUSTOM BUILDING
8 PRODUCTS” or “Defendant”).

9 2. As set forth in more detail below, Plaintiff alleges that Defendant is liable to
10 her and other similarly situated workers for unpaid wages, statutory penalties, interest, and
11 related relief. These claims are based on Defendant’s failures to:

12 (A) Pay all wages, including minimum, regular, overtime and doubletime
13 wages, earned for all hours worked at the correct rates of pay;

14 (B) Provide all meal periods;

15 (C) Authorize and permit all rest breaks;

16 (D) Pay premium wages for unprovided meal periods;

17 (E) Pay premium wages for unprovided rest breaks;

18 (F) Indemnify for necessary work-related expenditures;

19 (G) Issue only accurate and complete itemized wage statements; and

20 (H) Timely pay wages during and upon termination of employment.

21 Accordingly, Plaintiff now seeks to recover unpaid wages, interest, liquidated damages,
22 restitution, statutory penalties, civil penalties, attorneys’ fees, costs, and related relief through
23 this class and representative action.

24 **II. THE PARTIES**

25 3. Plaintiff JUANA MARTINEZ CAZARES is a resident of California. At all
26 relevant times, Plaintiff was an “employee” within the meaning of Title 8 California Code of
27 Regulations Section 11010 and an “Aggrieved Employee” within the meaning of Labor Code
28 Section 2699(c).

1 4. At all times mentioned herein, Defendant Custom Building Products, LLC is
2 and was a limited liability company, with its California headquarters located at 10400 Pioneer
3 Blvd., Santa Fe Springs, CA 90670, and which employed Plaintiff. As such, it is a citizen of
4 California based on Plaintiff's information and belief.

5 5. Plaintiff is ignorant of the true names, capacities, relationships, and extents of
6 participation in the conduct alleged herein, of the defendants sued as DOES 1-25, inclusive, but
7 is informed and believes and thereon alleges that said defendants are legally responsible for the
8 wrongful conduct alleged herein and therefore sues these defendants by such fictitious names.
9 Plaintiff will amend the Complaint to allege the true names and capacities of the DOE
10 defendants when ascertained.

11 6. Plaintiff is informed and believes and thereon alleges that, at all relevant times
12 herein, all Defendants were the agents, employees and/or servants, masters or employers of the
13 remaining defendants, and in doing the things hereinafter alleged, were acting within the course
14 and scope of such agency or employment, and with the approval and ratification of each of the
15 other Defendants.

16 7. At all relevant times, in perpetrating the acts and omissions alleged herein,
17 Defendant, and each of them, acted pursuant to and in furtherance of a policy, practice, or a
18 lack of a practice which resulted in Defendant not compensating Plaintiff and the other Class
19 Members or otherwise complying with their rights in accordance with applicable California
20 labor laws as alleged herein.

21 8. At all relevant times, in perpetrating the acts and omissions alleged herein,
22 Defendant and each of them acted pursuant to and in furtherance of a policy and/or practice, or
23 lack thereof, which resulted in Defendant not paying Plaintiff and other members of the
24 below-described class in accordance with applicable laws as alleged herein.

25 **III. CLASS ALLEGATIONS**

26 9. This action has been brought and may be maintained as a class action pursuant
27 to California Code of Civil Procedure section 382 because there is a well-defined community
28 of interest among the persons who comprise the readily ascertainable class defined below and

1 because Plaintiff is unaware of any difficulties likely to be encountered in managing this case
2 as a class action.

3 10. **Class Definition:** The Class is defined as follows: All persons Defendant
4 employed in California as hourly, non-exempt employees, at any time during the period
5 beginning four years prior to the filing of this action and ending on the date that final judgment
6 is entered in this action (“Class” or “Class Members”).

7 11. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves
8 the right to amend or modify the class definition with greater specificity, by further division
9 into subclasses and/or by limitation to particular issues.

10 12. **Numerosity:** The Class Members are so numerous that the individual joinder
11 of each individual Class Member is impractical. While Plaintiff does not currently know the
12 exact number of Class Members, Plaintiff is informed and believes that the actual number
13 exceeds the minimum required for numerosity under California laws.

14 13. **Commonality and Predominance:** Common questions of law and fact exist as
15 to all Class Members and predominate over any questions which affect only individual Class
16 Members. These questions include, but are not limited to:

17 A. Whether Defendant failed to pay all wages earned to Class Members for
18 all hours worked at the correct rates of pay, including minimum, regular, overtime, doubletime,
19 meal period premium and rest period premium wages;

20 B. Whether Defendant failed to provide the Class Members with all meal
21 periods in compliance with California law;

22 C. Whether Defendant failed to authorize and permit the Class Members to
23 take all rest periods in compliance with California law;

24 D. Whether Defendant failed to indemnify the Class Members for the
25 reasonable expenses they incurred during the course of performing their duties;

26 E. Whether Defendant knowingly and intentionally failed to provide the
27 class with accurate and complete itemized wage statements;

28 F. Whether Defendant willfully failed to provide the class with timely

1 wages during and upon termination of employment;

2 G. Whether Defendant engaged in unfair competition within the meaning of
3 Business and Professions Code sections 17200, et seq., with respect to the Class; and

4 H. Whether Class Members are entitled to restitution of money or property
5 that Defendant may have acquired from them through alleged Labor Code violations.

6 14. **Typicality:** Plaintiff's claims are typical of the other Class Members' claims.
7 Plaintiff is informed and believes and thereon alleges that Defendant has a policy and/or
8 practice, or lack thereof, which resulted in Defendant failing to comply with the California
9 Labor Code, the Wage Order, and the Business and Professions Code.

10 15. **Adequacy of Class Representative:** Plaintiff is an adequate class
11 representative in that she has no interests that are adverse to, or otherwise in conflict with, the
12 interests of absent Class Members. Plaintiff is dedicated to vigorously prosecuting this action
13 on behalf of Class Members. Plaintiff will fairly and adequately represent and protect the
14 interests of Class Members.

15 16. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in
16 that they have no known conflicts of interest with Plaintiff or absent Class Members, are
17 experienced in class action litigation, and are dedicated to vigorously prosecuting this action
18 on behalf of Plaintiff and absent Class Members.

19 17. **Superiority:** A class action is vastly superior to other available means for fair
20 and efficient adjudication of Class Members' claims and would be beneficial to the parties and
21 the Court. Class action treatment will allow a number of similarly situated persons to
22 simultaneously and efficiently prosecute their common claims in a single forum without the
23 unnecessary duplication of effort and expense that numerous individual actions would entail.
24 In addition, the monetary amounts due to many individual Class Members are likely to be
25 relatively small and would thus make it difficult, if not impossible, for individual Class
26 Members to both seek and obtain relief. Moreover, a class action will serve an important
27 public interest by permitting Class Members to effectively pursue the recovery of monies
28 owed to them. Further, a class action will prevent the potential for inconsistent or

1 contradictory judgments inherent in individual litigation.

2 **IV. STATEMENT OF FACTS**

3 18. The Wage Order applies to “all persons employed in the manufacturing
4 industry whether paid on a time, piece rate, commission, or other basis[.]” § 1. CUSTOM
5 BUILDING PRODUCTS is a manufacturer of concrete pipes. Accordingly, Plaintiff and the
6 Class Members are entitled to the protections afforded by the Wage Order.

7 19. CUSTOM BUILDING PRODUCTS began to employ Plaintiff on or around
8 February 22, 2022 as a Forklift Driver, and later as a Machine Operator. Plaintiff’s latest rate
9 of pay was approximately \$18.66 per hour.

10 20. At all relevant times, CUSTOM BUILDING PRODUCTS issued wages to
11 Plaintiff and all of the other Class Members on a weekly basis and paid them by the hour. At
12 all relevant times, CUSTOM BUILDING PRODUCTS classified Plaintiff and all of the other
13 Class Members as non-exempt employees entitled to the protections of the Labor Code and the
14 Wage Order. During her tenure, Plaintiff generally worked more than 10 hours per day.
15 Plaintiff worked five days a week and her schedule varied, from 3:00 a.m. to 1:30 p.m. or later
16 and more recently from 6:00 a.m. to 1:30 p.m. or later.

17 21. CUSTOM BUILDING PRODUCTS failed to pay Plaintiff and other Class
18 Members for all time worked or subject to its control. Plaintiff often performed work prior to
19 clocking in for the start of her shift, including tasks such as getting the picker and her cards
20 with orders. Moreover, Plaintiff’s supervisor, “Bernard”, would often instruct Plaintiff to
21 continue working after she had already clocked out for the end of her shift to finish her orders.
22 Furthermore, and to the extent that Plaintiff and others worked through their meal periods and
23 those meal periods were interrupted, while “off the clock”, they were not compensated for all
24 hours worked, which would be akin to a minimum wage violation.

25 22. Due to the above “off the clock” violations, CUSTOM BUILDING
26 PRODUCTS failed to pay Plaintiff and the Class Members properly-calculated overtime
27 wages. The Class Members’ actual work hours, which included the “off the clock” work as
28 described above, entitled them to overtime, however, it was not company policy to keep

1 accurate track of all hours worked and to pay employees the accurate amount of overtime,
2 especially since the “off the clock” work was not factored into the equation. Furthermore, any
3 incentive payments and/or bonus payments were not factored into employees’ regular rate of
4 pay for purposes of deciphering the correct overtime rate of pay. In addition, any bonus and/or
5 incentive payments were not factored into the correct meal and rest break premium pay per
6 *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 863.

7 23. CUSTOM BUILDING PRODUCTS failed to provide all compliant meal
8 periods and authorize and permit all compliant rest periods to which Plaintiff and the other
9 Class Members were entitled. Plaintiff and other Class Members were entitled to take off-duty,
10 uninterrupted 30-minute meal periods before the fifth and tenth hours of work and to take
11 uninterrupted 10-minute rest periods for every four hours or major fraction thereof worked.
12 However, Plaintiff and the Class Members did not always receive their meal periods on time.
13 In fact, Plaintiff’ supervisor, Bernard, would instruct Plaintiff to punch out for her meal break,
14 continue working, and then take her meal period at a later time. Moreover, even when Plaintiff
15 and other Class Members would be clocked out for a meal period or would be on their rest
16 breaks, CUSTOM BUILDING PRODUCTS management, including supervisor Bernard,
17 would interrupt them with instructions and/or questions about work related matters. Similarly,
18 due to the workload, Plaintiff and the other Class Members were not able to take complaint
19 rest breaks. On information and belief, CUSTOM BUILDING PRODUCTS did not always
20 provide premium wages for these meal and rest break violations; if CUSTOM BUILDING
21 PRODUCTS did provide premium wages, they were not paid at the correct rate, as explained
22 above.

23 24. CUSTOM BUILDING PRODUCTS failed to reimburse Plaintiff and the other
24 Class Members for business expenses they incurred in direct consequence of the discharge of
25 their duties. During her employment, Plaintiff purchased a box cutter as well as work boots.
26 However, CUSTOM BUILDING PRODUCTS did not reimburse Plaintiff and the other Class
27 Members for these expenses. Accordingly, CUSTOM BUILDING PRODUCTS was in
28 violation of California Labor Code sections 2800 and 2802.

1 25. CUSTOM BUILDING PRODUCTS failed to pay its employees all wages due
2 to them within any time period specified by California Labor Code section 204, including the
3 minimum wages and overtime as described above as well as meal/rest break premiums.
4 CUSTOM BUILDING PRODUCTS did not provide Plaintiff and other Class Members
5 accurate, itemized wage statements. Wage statements must include, among other things, total
6 hours worked by the employee. Labor Code § 226(a)(2). CUSTOM BUILDING PRODUCTS
7 issued wage statements that inaccurately reflected total hours worked, gross and net wages
8 earned, and the number of hours worked at each hourly rate because of CUSTOM BUILDING
9 PRODUCTS's failure to properly pay wages as explained herein. Labor Code §§ 226(a)(1),
10 (2), (5), (9). CUSTOM BUILDING PRODUCTS' failure to maintain accurate records as to
11 the hours worked daily by employees also constitutes a violation of Labor Code section
12 1174(d).

13 26. Finally, because CUSTOM BUILDING PRODUCTS did not properly pay all
14 wages earned as explained herein, CUSTOM BUILDING PRODUCTS also failed to pay final
15 wages owed to Plaintiff and other Class Members in violation of Labor Code section 203.
16 These earned but unpaid wages include minimum wages and compensation for all hours
17 worked, overtime compensation, premium pay for missed meal and rest breaks, and business
18 expense reimbursement, among others.

19 27. CUSTOM BUILDING PRODUCTS has also violated Labor Code section 558
20 and engaged in business practices which violate Business and Professions Code Section
21 17200.

22 28. For the reasons stated herein, Plaintiff alleges that as a result of Defendant's
23 unlawful practices and policies, Plaintiff and the Class Members were:

- 24 A. Not provided with all off duty meal periods;
- 25 B. Not authorized and permitted to take all rest break periods;
- 26 C. Not paid one hour's pay for each workday in which Defendant failed to
- 27 authorize and permit them to take one or more timely rest periods;
- 28

1 D. Not paid one hour's pay for each workday in which Defendant failed to
2 provide them with one or more timely meal periods;

3 E. Not paid all wages earned, including, but not limited to, minimum,
4 regular, overtime, and doubletime wages for work performed while clocked out;

5 F. Not indemnified for all necessary business expenditures incurred during
6 the discharge of their duties;

7 G. Not provided with accurate and complete wage statements; and

8 H. Not timely paid all earned and unpaid wages during employment and at
9 the time their employment ended.

10 **FIRST CAUSE OF ACTION**

11 **FAILURE TO PAY ALL WAGES EARNED FOR ALL HOURS WORKED**

12 **AT THE CORRECT RATES OF PAY**

13 **(Lab. Code §§ 510, 1194, 1197, and 1198)**

14 **(By Plaintiff, on behalf of herself and the Class, against all Defendants)**

15 29. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

16 30. At all relevant times, Plaintiff and the Class Members have been employees of
17 Defendant and entitled to the benefits and protections of California Labor Code §§ 510, 1194,
18 1197, and 1198, and the Wage Order.

19 31. Section 2(G) of the Wage Order defines "hours worked" as "the time during
20 which an employee is subject to the control of an employer, and includes all the time the
21 employee is suffered or permitted to work, whether or not required to do so."

22 32. Section 3 of the Wage Order states:

23 **(A) Daily Overtime - General Provisions**

24 (1) The following overtime provisions are applicable to
25 employees 18 years of age or over and to employees 16 or
26 17 years of age who are not required by law to attend
27 school and are not otherwise prohibited by law from
28 engaging in the subject work. Such employees shall not
be employed more than eight (8) hours in any workday or
more than 40 hours in any workweek unless the employee
receives one and one-half (1 ½) times such employee's
regular rate of pay for all hours worked over 40 hours in

1 the workweek. Eight (8) hours of labor constitutes a day's
2 work. Employment beyond eight (8) hours in any
3 workday or more than six (6) days in any workweek is
4 permissible provided the employee is compensated for
5 such overtime at not less than:

6 (a) One and one-half (1 ½) times the employee's
7 regular rate of pay for all hours worked in excess
8 of eight (8) hours up to and including 12 hours in
9 any workday, and for the first eight (8) hours
10 worked on the seventh (7th) consecutive day of
11 work in a workweek.

12 (b) Double the employee's regular rate of pay for
13 all hours worked in excess of 12 hours in any
14 workday and for all hours worked in excess of
15 eight (8) hours on the seventh (7th) consecutive
16 day of work in a workweek.

17 (c) The overtime rate of compensation required to
18 be paid to a nonexempt full-time salaried
19 employee shall be computed by using the
20 employee's regular hourly salary as one-fortieth
21 (1/40) of the employee's weekly salary.

22 33. Section 4 of the Wage Order requires an employer to pay non-exempt employees
23 at least the minimum wage set forth therein for all hours worked, which consist of all hours that
24 an employer has actual or constructive knowledge that employees are working.

25 34. Labor Code section 510 states:

26 Eight hours of labor constitutes a day's work. Any work in excess of eight hours
27 in one workday and any work in excess of 40 hours in any one workweek and
28 the first eight hours worked on the seventh day of work in any one workweek
shall be compensated at the rate of no less than one and one-half times the
regular rate of pay for an employee. Any work in excess of 12 hours in one 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 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. Nothing in this section requires an employer to
combine more than one rate of overtime compensation in order to calculate the
amount to be paid to an employee for any hour of overtime work.

35. California Labor Code § 1194 invalidates any agreement between an employer
and an employee to work for less than the minimum wage required under the applicable Wage

1 Order.

2 36. California Labor Code § 1197 makes it unlawful for an employer to pay an
3 employee less than the minimum wage required under the applicable Wage Order for all hours
4 worked during a payroll period.

5 37. California Labor Code § 1198 makes it unlawful for an employer to employ an
6 employee under conditions that violate the Wage Order.

7 38. In conjunction, these provisions of the California Labor Code require employers
8 to pay non-exempt employees no less than their agreed-upon or statutorily mandated wage rates
9 for all hours worked, including unrecorded hours when the employer knew or reasonably should
10 have known that employees were working during those hours. (*See Morillion v. Royal Packing*
11 *Co.* (2000) 22 Cal.4th 575, 585.)

12 39. With respect to overtime wages, the regular rate of pay under California law
13 must include “all remuneration for employment paid to, on behalf of, the employee.” O.L.
14 2002.06.14 (quoting 29 U.S.C. § 207E). This requirement includes, but is not limited to
15 bonuses. *See, e.g., Huntington Memorial Hosp. v. Superior Court* (2005) 131 Cal. App. 4th 893,
16 904–05. Bonuses must be included in the regular rate whether they are the sole source of the
17 employee’s compensation or are in addition to a guaranteed salary or hourly rate. 29 C.F.R. §§
18 778.117, 778.208. *See Oliver v. Mercy Med. Ctr., Inc.* (9th Cir. 1982) 695 F.2d 379.

19 40. As described above, at all relevant times during the applicable limitations
20 period, Defendant failed to compensate Plaintiff and the Class Members for all hours worked,
21 including, but not limited to minimum, regular, overtime and doubletime wages for all
22 minimum, regular, overtime and doubletime hours, respectively, that they worked at the
23 correct rates of pay.

24 41. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
25 Defendant maintained a policy and/or practice, or lack thereof, which resulted in Defendant’s
26 failure to compensate Plaintiff and the other Class Members for all hours worked at the correct
27 rates of pay as required by California law.

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1 **SECOND CAUSE OF ACTION**

2 **FAILURE TO PROVIDE REST BREAKS**

3 **(Lab. Code §§ 226.7 and 1198)**

4 **(By Plaintiff, on behalf of herself and the Class, against all Defendants)**

5 42. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

6 43. At all relevant times during the applicable limitations period, Plaintiff and the
7 Class Members have been employees of Defendant and entitled to the benefits and protections
8 of California Labor Code §§ 226.7 and 1198, and the Wage Order.

9 44. In relevant part, Labor Code § 1198 states,

10 “The maximum hours of work and the standard conditions of labor
11 fixed by the commission shall be the maximum hours of work and the
12 standard conditions of labor for employees. The employment of any
employee for longer hours than those fixed by the order or under
conditions of labor prohibited by the order is unlawful.”

13 45. In relevant part, Section 12 of the Wage Order states:

14 Rest Periods:

15 (A) Every employer shall authorize and permit all employees
16 to take rest periods, which insofar as practicable shall be in the
17 middle of each work period. The authorized rest period time
18 shall be based on the total hours worked daily at the rate often
19 (10) minutes net rest time per four (4) hours or major fraction
20 thereof. However, a rest period need not be authorized for
employees whose total daily work time is less than three and
one-half (3 1/2) hours. Authorized rest period time shall be
counted as hours worked for which there shall be no deduction
from wages.

21 (B) If an employer fails to provide an employee a rest period
22 in accordance with the applicable provisions of this Order, the
23 employer shall pay the employee one (1) hour of pay at the
24 employee’s regular rate of compensation for each work day that
the rest period is not provided.

25 46. In addition, Labor Code Section 226.7 states

26 (b) An employer shall not require an employee to work during a
27 meal or rest or recovery period mandated pursuant to an applicable
28 statute, or applicable regulation, standard, or order of the Industrial
Welfare Commission, the Occupational Safety and Health Standards
Board, or the Division of Occupational Safety and Health.

1 (c) If an employer fails to provide an employee a meal or rest or
2 recovery period in accordance with a state law, including, but not
3 limited to, an applicable statute or applicable regulation, standard, or
4 order of the Industrial Welfare Commission, the Occupational Safety
5 and Health Standards Board, or the Division of Occupational Safety and
6 Health, the employer shall pay the employee one additional hour of pay
at the employee's regular rate of compensation for each workday that
the meal or rest or recovery period is not provided.

7 47. Pursuant to the Wage Order, Plaintiff and the Class Members were entitled to
8 be provided with net rest breaks of at least ten minutes for each four-hour period of work, or
9 major fraction thereof.

10 48. Defendant intentionally failed to authorize and permit Plaintiff and the Class
11 Members to take all 10-minute rest periods free from any work duties in accordance with the
12 Wage Order.

13 49. At all relevant times, Defendant failed to authorize and permit Plaintiff and the
14 Class Members to take all timely rest periods. Furthermore, Defendant failed to pay premium
15 wages to Plaintiff and the Class Members for days on which they failed to authorize and
16 permit Plaintiff and the other Class Members to take timely rest periods.

17 50. At all relevant times, Defendant failed to authorize and permit Plaintiff and the
18 Class Members to take ten-minute, paid, duty-free rest breaks every four hours worked or
19 major fraction thereof. Defendant did not seek an exemption from the rest period protections
20 of the Wage Order from the California Division of Labor Standards Enforcement. Moreover,
21 Defendant failed to pay Plaintiff and the Class Members premium wages on workdays they
22 failed to authorize and permit them to take 10-minute rest periods every four hours worked or
23 major fraction thereof.

24 51. Plaintiff is informed and believes and thereon alleges that, at all relevant times
25 within the applicable limitations period, Defendant had a policy, practice, or a lack of a policy
26 which resulted in Defendant not authorizing and permitting Plaintiff and the Class Members to
27 take all rest breaks required by California law.

28 52. Defendant failed to provide Plaintiff with all required rest breaks in
accordance with the Wage Order. Plaintiff is informed and believes and thereon alleges that, at

1 relevant times within the applicable limitations period, Defendant had a policy, practice, or a
2 lack of a policy which resulted in Defendant not providing the Class Members with all rest
3 breaks required by California law.

4 53. Defendant failed to pay Plaintiff the additional wages required by California
5 Labor Code § 226.7 for all rest breaks not provided to her. Plaintiff is informed and believes
6 and thereon alleges that, at relevant times within the applicable limitations period, Defendant
7 has maintained a policy, practice, or a lack of a policy which resulted in Defendant not
8 providing the Class Members with additional wages for all rest breaks not provided to them as
9 required by California Labor Code § 226.7.

10 54. As a result of Defendant's unlawful conduct, Plaintiff and the Class Members
11 have suffered damages in amounts subject to proof to the extent they were not paid additional
12 wages owed for all rest breaks not provided to them.

13 55. By reason of the above, Plaintiff and the Class Members are entitled to
14 premium wages for workdays in which one or more rest breaks were not provided to them
15 pursuant to California Labor Code § 226.7.

16 **THIRD CAUSE OF ACTION**

17 **FAILURE TO PROVIDE MEAL PERIODS**

18 **(Lab. Code §§ 226.7, 512, and 1198)**

19 **(By Plaintiff, on behalf of herself and the Class, against all Defendants)**

20 56. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

21 57. At all relevant times during the applicable limitations period, Plaintiff and the
22 Class Members have been employees of Defendant and entitled to the benefits and protections
23 of California Labor Code §§ 226.7, 512 and 1198, and the Wage Order.

24 58. In relevant part, Labor Code § 1198 states,
25 "The maximum hours of work and the standard conditions of labor
26 fixed by the commission shall be the maximum hours of work and the
27 standard conditions of labor for employees. The employment of any
employee for longer hours than those fixed by the order or under
conditions of labor prohibited by the order is unlawful."

28 59. In relevant part, Labor Code Section 512 states

1 “An employer may not employ an employee for a work period of more
2 than five hours per day without providing the employee with a meal
3 period of not less than 30 minutes, except that if the total work period
4 per day of the employee is no more than six hours, the meal period may
5 be waived by mutual consent of both the employer and employee. An
6 employer may not employ an employee for a work period of more than
7 10 hours per day without providing the employee with a second meal
8 period of not less than 30 minutes, except that if the total hours worked
9 is no more than 12 hours, the second meal period may be waived by
10 mutual consent of the employer and the employee only if the first meal
11 period was not waived.”

12 60. In relevant part, Section 11 of the Wage Order states:

13 Meal Periods:

14 (A) No employer shall employ any person for a work period of more
15 than five (5) hours without a meal period of not less than 30
16 minutes, except that when a work period of not more than six (6)
17 hours will complete the day’s work the meal period may be
18 waived by mutual consent of the employer and the employee...

19 (B) If an employer fails to provide an employee a meal period in
20 accordance with the applicable provisions of this order, the
21 employer shall pay the employee one (1) hour of pay at the
22 employee’s regular rate of compensation for each workday that
23 the meal period is not provided.

24 61. In relevant part, California Labor Code § 226.7 states:

25 (b) An employer shall not require an employee to
26 work during a meal or rest period mandated pursuant to
27 an applicable statute, or applicable regulation, standard, or
28 order of the Industrial Welfare Commission, the
Occupational Safety and Health Standards Board, or the
Division of Occupational Safety and Health.

(c) If an employer fails to provide an employee a meal period
or rest period in accordance with a state law, including,
but not limited to, an applicable statute or applicable
regulation, standard, or order of the Industrial Welfare
Commission, the Occupational Safety and Health
Standards Board, or the Division of Occupational Safety
and Health, the employer shall pay the employee one
additional hour of pay at the employee’s regular rate of
compensation for each work day that the meal or rest
period is not provided.

62. Pursuant to California Labor Code § 512 and the Wage Order, Plaintiff and the Class Members were entitled to be provided with uninterrupted meal periods of at least 30 minutes for each day they worked five or more hours. Pursuant to California Labor Code § 512, they were also entitled to a second 30-minute meal period when they worked more than ten (10) hours in a workday.

63. As described above, Defendant intentionally failed to provide Plaintiff and the Class Members with all required 30-minute duty free meal periods in accordance with the Wage Order. Furthermore, Defendant failed to pay premium wages for days on which they failed to provide Plaintiff and the other Class Members with timely meal periods.

64. Plaintiff is informed and believes and thereon alleges that, at all relevant times within the applicable limitations period, Defendant had a policy, practice, or a lack of a policy which resulted in Defendant not providing Plaintiff and the Class Members with all timely and off-duty meal periods required by California law.

65. As a result of Defendant's unlawful conduct, Plaintiff and the Class Members have suffered damages in amounts subject to proof to the extent they were not paid additional wages owed for all meal periods not provided to them.

66. By reason of the above, Plaintiff and the Class Members are entitled to premium wages for workdays in which one or more meal periods were not provided to them pursuant to California Labor Code § 226.7.

FOURTH CAUSE OF ACTION

FAILURE TO INDEMNIFY

(Lab. Code §§ 1198 & 2802)

(By Plaintiff, on behalf of herself and the Class, against all Defendants)

67. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

68. At all relevant times, Plaintiff and the Class Members were employees of Defendant and entitled to the benefits and protections of the California Labor Code §§ 1198 and 2802, and the Wage Order.

69. In pertinent part, California Labor Code § 2802(a) states: “An employer shall

1 indemnify his or her employee[s] for all necessary expenditures incurred by the employee in
2 direct consequence of the discharge of his or her duties.” Additionally, the Wage Order states,

3
4 (A) When uniforms are required by the employer to be worn by the employee as
5 a condition of employment, such uniforms shall be provided and maintained by
the employer.

6 ...

7 (B) When tools or equipment are required by the employer or are necessary to
8 the performance of a job, such tools and equipment shall be provided and
9 maintained by the employer, except that an employee whose wages are at least
10 two (2) times the minimum wage provided herein may be required to provide
and maintain hand tools and equipment customarily required by the particular
trade or craft in conformity with Labor Code Section 2802.

11 Wage Order, § 9(A) and (B).

12 70. California Labor Code § 1198 prohibits employers from employing their
13 employees under conditions prohibited by the Wage Order.

14 71. As described above, at all relevant times, Defendant required Plaintiff and the
15 Class Members to incur certain business expenses in the course of performing their duties,
16 including but not limited to bringing their own box cutters and purchasing work boots.
17 However, Defendant did not provide these items and did not reimburse Plaintiff and the Class
18 Members for these business expenses.

19 72. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
20 Defendant has maintained a policy, practice, or a lack of a policy which resulted in Defendant’s
21 failure to indemnify Plaintiff and the Class Members for the reasonable expenses they incurred
22 during the course of performing their duties.

23 73. Accordingly, with respect to this cause of action, on behalf of herself and the
24 Class Members, Plaintiff prays for the above stated relief, costs, and all reasonable attorneys’
25 fees pursuant to Labor Code § 2802(c) and as otherwise permitted by law.

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1 **FIFTH CAUSE OF ACTION**

2 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

3 **(California Labor Code Section 226)**

4 **(By Plaintiff, on behalf of herself and the Class, against all Defendants)**

5 74. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

6 75. Pursuant to California Labor Code § 226(a), Plaintiff and the Class Members
7 were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate
8 itemized statement showing:

9 A. Gross wages earned;

10 B. Total hours worked by the employee, except for any employee whose
11 compensation is solely based on a salary and who is exempt from payment of overtime under
12 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;

13 C. The number of piece rate units earned and any applicable piece rate if the
14 employee is paid on a piece-rate basis;

15 D. All deductions, provided that all deductions made on written orders of the
16 Employee may be aggregated and shown as one item;

17 E. Net wages earned;

18 F. The inclusive dates of the period for which the employee is paid;

19 G. The name of the employee and his or her social security number, except
20 that by January 1, 2008, only the last four digits of his or her social security number or an
21 employee identification number other than a social security number may be shown on the
22 itemized statement;

23 H. The name and address of the legal entity that is the employer; and

24 I. All applicable hourly rates in effect during the pay period and the
25 corresponding number of hours worked at each hourly rate by the employee.

26 76. Pursuant to California Labor Code § 226, an employee is deemed to suffer
27 injury if the employer fails to provide a wage statement. Also, an employee is deemed to
28 suffer injury if the employer fails to provide accurate and complete information as required by

1 California Labor Code § 226(a) and the employee cannot “promptly and easily determine”
2 from the wage statement alone one or more of the following:

3 A. The amount of the gross wages or net wages paid to the employee during
4 the pay period or any of the other information required to be provided on the itemized wage
5 statement pursuant to California Labor Code § 226(a);

6 B. Which deductions the employer made from gross wages to determine the
7 net wages paid to the employee during the pay period;

8 C. The name and address of the employer and, if the employer is a farm
9 labor contractor, as defined in subdivision (b) of Section 1682 of the California Labor Code, the
10 name and address of the legal entity that secured the services of the employer during the pay
11 period;

12 D. The name of the employee and only the last four digits of his or her social
13 security number or an employee identification number other than a social security number; and

14 E. The number of piece-rate units earned and the piece rate.

15 77. “Promptly and easily determine,” as stated in California Labor Code § 226(e),
16 means a reasonable person would be able to readily ascertain the information without
17 reference to other documents or information.

18 78. As alleged herein, at all relevant times during the applicable limitations period,
19 Defendant violated California Labor Code section 226 because it did not properly and
20 accurately itemize each employee’s gross wages earned, net wages earned, the total hours
21 worked, the corresponding number of hours worked at each rate by the employee and other
22 requirements of California Labor Code section 226. Defendant failed to state in the wage
23 statements they issued to Plaintiff and the other Class Members all their hours worked and
24 wages earned, including, but not limited to, regular and overtime wages for work they
25 performed off-the-clock after clocking-out (as described above). Defendant knowingly and
26 intentionally did not issue either as a detachable part of the check, draft, or voucher paying the
27 employee’s wages, or separately if wages are paid by personal check or cash, statements to
28 Plaintiff and the Class Members that state all overtime wages earned, all minimum wages

1 earned, all regular wages earned, all meal period premium wages earned, all rest break
2 premium wages earned, gross wages earned, net wages earned, all hourly rates, and all hours
3 worked at each rate of pay.

4 79. Defendant's failure to provide Plaintiff and the other Class Members with
5 accurate wage statements was knowing and intentional. Defendant had the ability to provide
6 Plaintiff and the other Class Members with accurate wage statements but intentionally
7 provided wage statements that Defendant knew were not accurate.

8 80. As a result of being provided with inaccurate wage statements by Defendant,
9 Plaintiff and the other Class Members have suffered injury. Their legal rights to receive
10 accurate wage statements were violated and they were misled about the amount of wages they
11 had actually earned and were owed. In addition, the absence of accurate information on their
12 wage statements prevented immediate challenges to Defendant's unlawful pay practices, has
13 required discovery and mathematical computations to determine the amounts of wages owed,
14 has caused difficulty and expense in attempting to reconstruct time and pay records and/or has
15 led to the submission of inaccurate information about wages to state and federal government
16 agencies. Further, Plaintiff and the other Class Members were not able to ascertain from the
17 wage statements whether Defendant complied with their obligations under California Labor
18 Code section 226(a).

19 81. Pursuant to California Labor Code § 226(e), Plaintiff and the class are entitled
20 to recover the greater of actual damages, or penalties of fifty dollars (\$50) for the initial pay
21 period in which a violation of California Labor Code § 226(a) occurred and one hundred
22 dollars for each violation of California Labor Code § 226(a) in a subsequent pay period, not to
23 exceed an aggregate penalty of four thousand dollars (\$4,000) per class member, and are also
24 entitled to an award of costs and reasonable attorneys' fees.

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SIXTH CAUSE OF ACTION
FAILURE TO PAY WAGES OWED EVERY PAY PERIOD
(Lab. Code §§ 204)

(By Plaintiff, on behalf of herself and the Class, against all Defendants)

82. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

83. California Labor Code Section 204 establishes the fundamental right of all employees in the State of California to be paid wages in a timely fashion for their work.

84. At all times relevant during the liability period, Defendant failed to pay Plaintiff and the Class Members the full amount of all owed wages when due as required by California Labor Code Section 204.

85. Defendant failed to pay Plaintiff and the Class Members all wages earned each pay period. Plaintiff is informed, believes, and thereon alleges, that all times relevant during the liability period, Defendant maintained a policy or practice of not paying Plaintiff and the Class Members wages for all hours worked, including overtime hours and premium pay for missed rest breaks and meal breaks.

86. As a result of Defendant's unlawful conduct, Plaintiff and the Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid all wages each pay period. The precise amount of unpaid wages is not presently known to Plaintiff but can be determined directly from Defendant's records or indirectly based on information from Defendant's records.

87. Under this cause of action, Plaintiff prays for penalties on behalf of herself and Class Members due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.

SEVENTH CAUSE OF ACTION
FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS
(California Labor Code Sections 201-203)

(By Plaintiff, on behalf of herself and the Class, against all Defendants)

88. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

1 89. At all relevant times during the applicable limitations period, Plaintiff and the
2 Class have been employees of Defendant and entitled to the benefits and protections of
3 California Labor Code §§ 201–203, and the Wage Order.

4 90. Labor Code § 201 provides that all earned and unpaid wages of an employee
5 who is discharged are due and payable immediately at the time of discharge.

6 91. Labor Code § 202 provides that all earned and unpaid wages of an employee
7 who quits after providing at least 72-hours notice before quitting are due and payable at the
8 time of quitting and that all earned and unpaid wages of an employee who quits without
9 providing at least 72-hours notice before quitting are due and payable within 72 hours.

10 92. Labor Code § 203 provides that the wages of an employee continue on a daily
11 basis as a penalty for up to 30 days where an employer willfully fails to timely pay earned and
12 unpaid wages to the employee in accordance with Labor Code § 201 or § 202.

13 93. Defendant failed to pay Plaintiff and all of the other Class Members whose
14 employment ended all of the earned but unpaid wages described above by the conclusion of
15 their employment with Defendant, including minimum wages, regular wages, overtime wages,
16 unprovided meal period premium wages, and unprovided rest break premium wages.
17 Additionally, the Defendant failed to issue to Plaintiff and all of the other Class members
18 whose employment ended their final paychecks within the required time periods.

19 94. By failing to pay such earned wages to Plaintiff and the Class Members,
20 Defendant failed to timely pay them all earned and unpaid wages in violation of Labor Code §
21 201 or § 202.

22 95. Plaintiff is informed and believes that Defendant’s failures to timely pay
23 Plaintiff and the Class Members all of their earned and unpaid wages (described above) have
24 been willful in that, at all relevant times, Defendant has deliberately maintained policies and
25 practices that violate the requirements of the Labor Code and the Wage Order, even though at
26 all relevant times, they have had the ability to comply with those legal requirements.

27 96. Pursuant to Labor Code § 203, Plaintiff seeks waiting time penalties on behalf
28 of herself and the Class, in amounts subject to proof not to exceed 30 days of waiting time

1 penalties for each Class Member.

2 **EIGHTH CAUSE OF ACTION**

3 **CIVIL PENALTIES**

4 **(Lab. Code §§ 2698, *et seq.*)**

5 **(By Plaintiff and the Aggrieved Employees against all Defendants)**

6 97. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

7 98. The “Aggrieved Employees” are all members of the Class defined above who
8 Defendant employed during the period beginning January 31, 2024 and ending on the date that
9 final judgment is entered in this action.

10 99. Labor Code section 1174, which also pertains to recordkeeping, states:

11 Every person employing labor in this state shall

12 ...

13 (c) Keep a record showing the names and addresses of all employees employed
14 and the ages of all minors.

15 (d) Keep, at a central location in the state or at the plants or establishments at
16 which employees are employed, payroll records showing the hours worked
17 daily by and the wages paid to, and the number of piece-rate units earned by
18 and any applicable piece rate paid to, employees employed at the respective
19 plants or establishments. These records shall be kept in accordance with rules
20 established for this purpose by the commission, but in any case shall be kept on
21 file for not less than three years. An employer shall not prohibit an employee
22 from maintaining a personal record of hours worked, or, if paid on a piece-rate
23 basis, piece-rate units earned.

24 100. Defendant failed to compensate Plaintiff and all of the other Aggrieved
25 Employees for all hours worked at the correct rates of pay, including all minimum wages
26 earned, all regular wages earned, all overtime wages earned, all doubletime wages earned, all
27 meal period premium wages earned, all rest break premium wages earned, gross wages earned,
28 net wages earned, and related compensation. As a result, Defendant has failed to accurately

1 maintain all records required by section 1174 and the Wage Order, including but not limited to
2 Plaintiff and all of the other Aggrieved Employees' total hours worked, total wages paid, and
3 applicable hourly rates during each payroll period.

4 101. During the applicable time period, Defendant violated California Labor Code
5 §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1198, and 2802.

6 102. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on
7 behalf of themselves and other current or former employees, to bring a civil action to recover
8 civil penalties pursuant to the procedures specified in California Labor Code § 2699.3.

9 103. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff and the Class
10 Members are entitled to recover civil penalties for each of the Defendant's violations of
11 California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1174, 1194, 1197,
12 1198, and 2802 during the applicable limitations period in the following amounts:

13 A. For violations of California Labor Code § 204, one hundred dollars
14 (\$100.00) for each Aggrieved Employee for each initial violation and two hundred dollars
15 (\$200.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
16 established by California Labor Code § 210).

17 B. For violations of California Labor Code § 226(a), two hundred fifty
18 dollars (\$250.00) for each Aggrieved Employee for initial violation and one thousand dollars
19 (\$1,000.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
20 established by California Labor Code § 226.3).

21 C. For violations of California Labor Code §§ 510, 512, and 558.1, fifty
22 dollars (\$50.00) for each Aggrieved Employee for initial violation and one hundred dollars
23 (\$100.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
24 established by California Labor Code § 558).

25 D. For violations of California Labor Code § 1174, five hundred dollars
26 (\$500.00) for each Aggrieved Employee for each violation (penalty amounts established by
27 California Labor Code § 1174.5).

28 E. For violations of California Labor Code § 1197, one hundred dollars

1 (\$100.00) for each Aggrieved Employee for each initial and intentional violation and two
2 hundred fifty dollars (\$250.00) for each Aggrieved Employee for each subsequent violation,
3 per pay period (regardless of whether the initial violations were intentionally committed)
4 (penalty amounts established by California Labor Code § 1197.1).

5 F. For violations of California Labor Code §§ 201, 202, 203, 226.7, 1194,
6 1198, and 2802, one hundred dollars (\$100.00) for each Aggrieved Employee per pay period
7 for each initial violation and two hundred dollars (\$200.00) for each Aggrieved Employee per
8 pay period for each subsequent violation (penalty amounts established by California Labor
9 Code § 2699(f)(2)).

10 104. Plaintiff has complied with the procedures for bringing suit specified in
11 California Labor Code § 2699.3. By letter dated January 31, 2025, Plaintiff filed written notice
12 online with the Labor and Workforce Development Agency (“LWDA”) and gave written notice
13 by certified mail to Defendant of the specific provisions of the California Labor Code alleged
14 to have been violated, including the facts and theories to support the alleged violations. Plaintiff
15 accompanied her LWDA notice with a fee in the amount of \$75.00. The LWDA has failed to
16 take action in response within 65 calendar days of the date of Plaintiff’s notice, but Plaintiff
17 anticipates that the LWDA will provide written notice to Plaintiff informing her that it does not
18 intend to investigate these allegations.

19 105. Pursuant to California Labor Code § 2699(g), Plaintiff and the Aggrieved
20 Employees are entitled to an award of civil penalties and reasonable attorney’s fees and costs in
21 connection with their claims for civil penalties.

22 **NINTH CAUSE OF ACTION**

23 **UNFAIR COMPETITION**

24 **(Bus. & Prof. Code §§ 17200, *et seq.*)**

25 **(By Plaintiff, on behalf of herself and the Class, against all Defendants)**

26 106. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

27 107. At all relevant times during the applicable limitations period, Plaintiff and the
28 Class Members have been employees of Defendant and entitled to the benefits and protections

1 of the Business and Professions Code §§ 17200, *et seq.*

2 108. The unlawful conduct of Defendant alleged herein amounts to and constitutes
3 unfair competition within the meaning of California Business & Professions Code §§ 17200,
4 *et seq.* Due to their unfair and unlawful business practices alleged herein, Defendant has
5 unfairly gained a competitive advantage over other comparable companies doing business in
6 California that comply with their legal obligations to compensate employees for all earned
7 wages.

8 109. As a result of Defendant's unfair competition as alleged herein, Plaintiff and
9 the Class Members have suffered injuries in fact and lost money or property. Plaintiff and the
10 Class Members were deprived of minimum wages, regular wages, overtime wages, missed
11 meal period premium wages, missed rest period premium wages, mobile phone and other
12 expenses, and comparable money and property.

13 110. Pursuant to California Business & Professions Code § 17203, Plaintiff and the
14 Class Members are entitled to restitution of all monies rightfully belonging to them that
15 Defendant did not pay them or otherwise retained by means of their unlawful and unfair
16 business practices.

17 111. Plaintiff and the Class Members are entitled to reasonable attorneys' fees in
18 connection with their unfair competition claims pursuant to California Code of Civil
19 Procedure § 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

20 **V. PRAYER FOR RELIEF**

21 112. WHEREFORE, Plaintiff, on behalf of herself and the Class Members, prays
22 for relief and judgment against Defendant as follows:

23 A. An order that the action be certified as a class action with respect to
24 Plaintiff's claims for violations of California law;

25 B. An order that Plaintiff be appointed class representative;

26 C. An order that counsel for Plaintiff be appointed class counsel;

27 D. Unpaid wages, including minimum, regular, overtime, double-time,
28 vacation, missed meal period, missed rest period, and reporting time wages;

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- E. Liquidated damages;
- F. Statutory penalties, including waiting time penalties;
- G. Civil penalties;
- H. Restitution;
- I. Declaratory relief;
- J. Actual damages;
- K. Pre-judgment interest;
- L. Costs of suit;
- M. Reasonable attorneys’ fees; and
- N. Such other relief as the Court deems just and proper.

VI. DEMAND FOR JURY TRIAL

Plaintiff, on behalf of herself and all other Class Members, hereby demands a jury trial on all issues so triable.

Dated: September 20, 2025

MM LAW, APC
By Maralle Messrelan
Maralle Messrelan, Esq.
Attorneys for Plaintiff, JUANA
MARTINEZ CAZARES, and all others
similarly situated