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

12 TENISHA VENEGAS, an individual, on behalf
13 of herself and all other aggrieved employees,

14 Plaintiff,

15 vs.

16 NEWPORT DIVERSIFIED, INC., a California
17 corporation; and DOES 1 through 10 inclusive,

18 Defendants.
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Case No.

**REPRESENTATIVE ACTION
COMPLAINT FOR VIOLATION OF
THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004 (CAL. LAB.
CODE §§ 2698, *ET SEQ.*)**

1 Plaintiff TENISHA VENEGAS (“Plaintiff”), individually and on behalf of other aggrieved
2 employees, hereby brings this representative action Complaint pursuant to the Private Attorneys
3 General Act of 2004 (“PAGA”), California Labor Code Sections 2698, *et seq.*, against NEWPORT
4 DIVERSIFIED, INC., a California corporation (“NEWPORT DIVERSIFIED”); and DOES 1 through
5 10 inclusive (collectively, “Defendants”), and hereby alleges with knowledge with respect to her own
6 acts and on information and belief as to other matters as follows:

7 **INTRODUCTION**

8 1. This representative PAGA action, pursuant to Labor Code Sections 2698, *et seq.*, is
9 brought by Plaintiff on behalf of herself and all current and former employees, including those who
10 were misclassified as exempt employees, of Defendants employed in California during the PAGA
11 Period (collectively, “Aggrieved Employees”). The term “PAGA Period” is defined as commencing
12 from one year prior to the submission of Plaintiff’s notice of Labor Code violations to the Labor and
13 Workforce Development Agency (“LWDA”) and Defendants through the date of trial.

14 2. NEWPORT DIVERSIFIED is a recreation and entertainment company. It operates
15 several marketplace units, including the Santa Fe Springs Swap Meet, Los Angeles City College Swap
16 Meet, and Cypress College Swap Meet in Los Angeles County, California. It also operates several
17 entertainment units, including Parkway Bowl, Parkway Billiards, and Boardwalk in San Diego
18 County, California, as well as Primetime Amusement throughout Southern California.

19 3. During the PAGA Period, Plaintiff and Aggrieved Employees were employed by
20 Defendants and performed work for Defendants at various locations throughout Southern California.
21 Plaintiff worked for Defendants at the Santa Fe Springs Swap Meet located at 13963 Alondra Blvd.,
22 Santa Fe Springs, CA 90670.

23 4. Defendants have engaged in a systematic pattern of wage and hour violations under the
24 California Labor Code (“Labor Code”). During the PAGA Period, Defendants maintained a consistent
25 practice and policy of violating state wage and hour laws by, among other things, failing to pay all
26 wages (including minimum, regular, overtime, and double time wages), failing to provide compliant
27 meal and rest periods or compensation in lieu thereof, failing to timely pay all wages due upon
28 separation of employment, failing to provide accurate itemized wage statements, failing to maintain

1 accurate records of hours worked, and failing to reimburse business expenses.

2 5. Plaintiff's representative PAGA action is brought under, *inter alia*, the California
3 Industrial Welfare Commission ("IWC") Wage Orders and applicable provisions of the California
4 Code of Regulations, California Code of Civil Procedure Section 1021.5, and Labor Code Sections
5 201, 202, 203, 204, 206, 210, 221, 223, 226, 226.3, 226.7, 227.3, 351, 510, 512, 558, 558.1, 1174,
6 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, and 2802.

7 6. Plaintiff brings this representative action on behalf of herself and other Aggrieved
8 Employees and seeks civil penalties, attorneys' fees, and costs pursuant to Labor Code Sections 1194.2
9 and 2698, *et seq.* against Defendants.

10 **JURISDICTION AND VENUE**

11 7. This Court has jurisdiction over all causes of action asserted herein pursuant to the
12 California Constitution, Article VI, Section 10, which grants the superior courts original jurisdiction
13 in all cases except those given to other trial courts. The sole cause of action alleged in this Complaint
14 arises under California law. Further, this is a representative PAGA action and the monetary damages,
15 restitution, penalties, and other amounts sought by Plaintiff exceed the minimal jurisdictional limit of
16 this Court and will be established according to proof at trial. In addition, PAGA penalties cannot be
17 aggregated to meet the jurisdictional threshold for diversity jurisdiction in federal court.

18 8. This Court has personal jurisdiction over all Defendants because each defendant has
19 sufficient minimum contacts with California, having intentionally availed itself of the California forum
20 so as to render the exercise of jurisdiction over it by this Court consistent with traditional notions of
21 fair play and substantial justice.

22 9. Venue in Los Angeles County is proper under California Business & Professions Code
23 Section 17203 and California Code of Civil Procedure Section 395.5 because a substantial part of
24 Defendants' unlawful conduct, acts, and omissions alleged in this Complaint occurred in this County,
25 Defendants conduct substantial business in this County, and/or Defendants' liability arose in this
26 County.

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PARTIES

10. Plaintiff TENISHA VENEGAS is an individual residing in Los Angeles County, California. Defendants employed Plaintiff as a non-exempt employee during the PAGA Period and Plaintiff's employment with Defendants ended within one (1) year of the filing of this action. Plaintiff's job duties consisted of, *inter alia*, serving food and alcohol, cleaning, inventory, scheduling employees, and general support of Defendants' recreational activities.

11. Defendant NEWPORT DIVERSIFIED is a California corporation, having its principal place of business in Los Angeles County. NEWPORT DIVERSIFIED is, and at all relevant times was, an employer subject to California state wage and hour laws. NEWPORT DIVERSIFIED's practices and policies described in this Complaint were implemented and/or maintained during the PAGA Period. Plaintiff performed work at NEWPORT DIVERSIFIED's location in Santa Fe Springs, California during the PAGA Period.

12. Defendants continue to employ non-exempt employees within California.

13. Plaintiff is unaware of the true names and capacities of those Defendants identified as DOES 1 through 10. Therefore, Plaintiff identifies those Defendants fictitiously. Each DOE Defendant was a parent, sister, or related corporate entity of Defendants, or an owner, employee or agent of Defendants, and each related entity, and was acting with the knowledge and authorization of each of the other Defendants. Plaintiff will seek to amend this Complaint to allege the true names and capacities of each DOE Defendant when their names have been ascertained and identified. Each of the Defendants sued as DOES 1 through 10 participated in, received the benefit of, or was in some way responsible for one or more of the wrongful acts and omissions and some portion of the damages alleged herein.

14. At all times relevant hereto, each defendant acted in all respects pertinent to this action as the agent of the other defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the other defendants. Furthermore, Defendants in all respects acted as the employer and/or joint employer of Plaintiff and the Aggrieved Employees.

15. Defendants, each and all of them, at all times relevant, were the joint employers, parent

1 companies, successor companies, predecessors in interest, affiliates, agents, employees, servants, joint
2 venturers, directors, fiduciaries, representatives, and/or co-conspirators of each of the remaining
3 Defendants. Defendants, unless otherwise alleged, at all times relevant, performed all acts and
4 omissions alleged herein within the course and scope of said relationship(s), and are a proximate cause
5 of Plaintiff's damages alleged herein.

6 16. There exists a unity of interest in ownership between Defendants and DOES 1 through
7 10, inclusive, such that any individuality and separateness between the individual and the corporation
8 does not exist, as Defendants, and DOES 1 through 10, inclusive, are alter egos, in that: (a) Defendants
9 are and at all times mentioned herein were mere shells, instrumentalities and conduits through which
10 DOES 1 through 10, inclusive, carried out their business in the business name, exercising complete
11 control and dominance over such business; (b) that Defendants were conceived, intended and used by
12 DOES 1 through 10, inclusive, as devices to avoid individual liability and in place of Defendants, and
13 DOES 1 through 10, inclusive, and were without the financial solvency and responsibility required by
14 law; and (c) that all of the assets of the Defendants have been transferred to DOES 1 through 10,
15 inclusive, or some other individual or entity which he or she owns or controls, with the intent to hinder,
16 delay or defraud creditors of Defendants, leaving Defendants with no assets. Further, there exists a
17 principal-agency relationship between and among Defendants.

18 17. At all relevant times, Defendants were agents of each other and acting within the course
19 and scope of their agency.

20 **GENERAL ALLEGATIONS**

21 18. At all relevant times, Defendants employed Plaintiff and other Aggrieved Employees
22 as non-exempt employees.

23 19. At all relevant times, Defendants were advised by skilled lawyers, employees and other
24 professionals who were knowledgeable about California wage and hour law, employment and
25 personnel practices, and the requirements of California.

26 20. Through this action, Plaintiff alleges Defendants have consistently maintained and
27 enforced unlawful employment practices and policies against Plaintiff and other Aggrieved Employees
28 which violate the Labor Code and IWC Wage Orders.

1 21. Defendants knew or should have known they had a duty to compensate Plaintiff and/or
2 other Aggrieved Employees, and Defendants had the financial ability to pay such compensation but
3 willfully, knowingly, and intentionally failed to do so to increase Defendants' profits.

4 22. **Misclassification:** During the PAGA Period, Defendants willfully misclassified certain
5 Aggrieved Employees, including Plaintiff, as exempt employees to avoid compliance with the various
6 provisions of the Labor Code. Misclassified Aggrieved Employees should have been classified as
7 non-exempt employees since (1) their work was not primarily engaged in executive, administrative,
8 or professional duties, (2) they did not regularly exercise discretion and independent judgment in
9 performing their duties, and (3) did not earn a monthly salary equivalent to no less than two times the
10 state minimum wage for full-time employment. For example, Defendants attempted to classify
11 Plaintiff and/or other Aggrieved Employees as exempt, but did not pay them a salary equivalent to at
12 least twice the state minimum wage for full-time work.

13 23. **Unpaid Wages:** Defendants knew or should have known that Plaintiff and other
14 Aggrieved Employees were entitled to receive at least minimum wages, wages at their regular rate of
15 pay, overtime and double time wages, and that they were not receiving minimum, regular, overtime,
16 and double time wages for all work that was required to be performed. On information and belief,
17 during the PAGA Period, Aggrieved Employees regularly worked more than 8 hours, 10 hours, and/or
18 12 hours per workday and/or over 40 hours per workweek. In violation of the Labor Code, Defendants
19 failed to pay the minimum, regular, overtime, and double time rate of pay to Plaintiff and/or other
20 Aggrieved Employees for all hours worked. Defendants required Plaintiff and/or other Aggrieved
21 Employees to complete work-related tasks off the clock. Defendants rounded Plaintiff and/or other
22 Aggrieved Employees' hours worked, thereby depriving them of wages for all hours worked at the
23 legally mandated rates. Finally, Defendants did not compensate Plaintiff and/or other Aggrieved
24 Employees for all hours worked because Plaintiff and/or other Aggrieved Employees were regularly
25 on-duty during their meal and/or rest periods.

26 24. **Meal Period Violations:** Defendants knew or should have known that Plaintiff and/or
27 other Aggrieved Employees were entitled to receive a timely, off-duty, uninterrupted 30-minute meal
28 period for every five hours of work, or payment of one additional hour of pay at their regular rate of

1 pay when they did not receive a compliant meal period. Plaintiff and/or other Aggrieved Employees
2 frequently had their meal periods shortened, interrupted, late, and/or missed altogether due to
3 Defendants' practice of understaffing and prioritizing work demands over taking compliant breaks. In
4 addition, Defendants failed to authorize and permit and/or make available to Plaintiff and/or other
5 Aggrieved Employees second meal periods when they worked more than 10 hours. Moreover,
6 Defendants rounded Plaintiff and/or other Aggrieved Employees' time punches for meal periods.
7 Accordingly, Defendants failed to authorize and permit and/or make available to Plaintiff and/or other
8 Aggrieved Employees timely, uninterrupted off-duty meal periods for at least 30 minutes when they
9 worked more than five (5) hours and/or 10 hours in a workday, and failed to compensate Plaintiff
10 and/or other Aggrieved Employees with an additional hour of pay at their regular rate of pay for every
11 day in which they were denied a compliant meal period.

12 25. **Rest Period Violations:** Defendants knew or should have known that Plaintiff and
13 other Aggrieved Employees were entitled to receive a 10-minute, off-duty, uninterrupted rest period
14 for every four (4) hours worked, or major fraction thereof, or payment of one additional hour of pay
15 at their regular rate of pay when they were not permitted to take a compliant rest period. Plaintiff
16 and/or other Aggrieved Employees missed their rest breaks or had them interrupted or governed by
17 Defendants' practices and policies. Plaintiff and/or other Aggrieved Employees also failed to adopt
18 and implement a practice of providing third rest breaks when Plaintiff and/or other Aggrieved
19 Employees worked over 10 hours. Notwithstanding the above rest break violations, Defendants failed
20 to compensate Plaintiff and/or other Aggrieved Employees with an additional hour of pay at their
21 regular rate of pay for every day in which they suffered a rest period violation.

22 26. **Unreimbursed Business Expenses:** Defendants knew or should have known that
23 Plaintiff and other Aggrieved Employees were entitled to reimbursement for their necessary work-
24 related business expenses. Plaintiff and other Aggrieved Employees incurred out-of-pocket expenses
25 to perform their job duties without reimbursement, including cell phone expenses incurred for
26 communicating with Defendants and costs for maintaining their uniforms, including costs for cleaning,
27 ironing, and washing.

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1 27. **Waiting Time Penalties:** Defendants knew or should have known that Plaintiff and
2 other Aggrieved Employees who separated from their employment with Defendants during the
3 statutory period were entitled to timely payment of all wages due. In violation of the Labor Code,
4 Plaintiff and other Aggrieved Employees did not receive payment of all wages owed upon separation
5 within the permissible time period due to, *inter alia*, Defendants' failure to pay all wages, meal and
6 rest period premiums, and reimburse expenses.

7 28. **Wage Statement Violations:** Defendants knew or should have known that Plaintiff
8 and/or other Aggrieved Employees were entitled to receive complete and accurate wage statements.
9 In violation of the Labor Code and IWC Wage Orders, Plaintiff and other Aggrieved Employees were
10 not furnished with complete and accurate wage statements that show all information required by Labor
11 Code Section 226, including, but not limited to, the gross and net wages earned, the total hours worked,
12 all applicable hourly rates in effect during the pay period, and the corresponding number of hours
13 worked at each hourly rate.

14 29. **Failure to Keep Accurate Records:** Defendants knew or should have known that
15 Defendants were required to keep accurate records of the hours worked by Plaintiff and/or other
16 Aggrieved Employees. In violation of the Labor Code, Defendants failed to maintain accurate records
17 of hours worked by Plaintiff and other Aggrieved Employees as a result of Defendants' conduct, acts,
18 and/or omissions described throughout this Complaint.

19 30. Defendants' conduct, acts, and/or omissions described throughout this Complaint were
20 willful.

21 **FIRST CAUSE OF ACTION**

22 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004**

23 **(CAL. LAB. CODE §§ 2698, *ET SEQ.*)**

24 **(Against All Defendants)**

25 31. Plaintiff incorporate by reference all previous paragraphs of this Complaint as though
26 fully set forth herein.

27 32. Under Labor Code Section 2699(a), any provision of the Labor Code that provides for
28 a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions,

1 commissions, boards, agencies or employees for violation of the code may, as an alternative, can be
2 recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and
3 other current or former employees pursuant to the procedures specified in Labor Code Section 2699.3.

4 33. Under Labor Code Section 2699.3(a), a plaintiff may bring a cause of action under
5 PAGA only after giving the LWDA and the employer notice of the Labor Code Sections alleged to
6 have been violated, and after receiving notice from the LWDA of its intention not to investigate or
7 after 65 days have passed without notice from the LWDA.

8 34. On January 19, 2023, Plaintiff gave written notice of the specified provisions alleged
9 to have been violated, including the facts and theories to support the alleged violations, as required by
10 Labor Code Section 2699.3. This written notice was provided via certified mail to Defendants and to
11 the LWDA by electronically filing the notice via the Department of Industrial Relations' website.
12 More than 65 days have passed since Plaintiff submitted the PAGA notice to the LWDA without notice
13 from the LWDA. Accordingly, Plaintiff has exhausted the procedural requirements under Labor Code
14 Section 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on behalf of
15 herself and all other Aggrieved Employees under PAGA.

16 35. For all provisions of the Labor Code except those for which a civil penalty is
17 specifically provided, Labor Code Section 2699(f) imposes upon Defendants a penalty of one hundred
18 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred
19 dollars (\$200) for each aggrieved employee per pay period for each subsequent pay period in which
20 Defendants violated these provisions of the Labor Code.

21 36. Pursuant to Labor Code Sections 2699.3 and 2699.5, Plaintiff may seek civil penalties
22 for any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201,
23 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5,
24 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, paragraphs
25 (1) to (5), inclusive, (7), and (9) of subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230,
26 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of
27 Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2,
28 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851,

1 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153,
2 subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision
3 (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296,
4 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695,
5 subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5,
6 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, Sections 1735, 1771,
7 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2,
8 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311,
9 6399.7, 6400, 6401, 6401.7, 6402, and 6403.

10 37. Labor Code Section 558(a) provides “[a]ny employer or other person acting on behalf
11 of an employer who violates, or causes to be violated, a section of this chapter or any provision
12 regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject
13 to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid
14 employee for each pay period for which the employee was underpaid . . . (2) For each subsequent
15 violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the
16 employee was underpaid.”

17 38. Labor Code Section 1197.1 provides “[a]ny employer or other person acting either
18 individually or as an officer, agent, or employee of another person, who pays or causes to be paid to
19 any employee a wage less than the minimum fixed by an applicable state or local law, or by an order
20 of the commission shall be subject to a civil penalty . . . as follows: (1) For any initial violation that is
21 intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period
22 for which the employee is underpaid . . . (2) For each subsequent violation for the same specific
23 offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which
24 the employee is underpaid regardless of whether the initial violation is intentionally committed.”

25 39. Labor Code Section 226.3 provides: “[a]ny employer who violates subdivision (a) of
26 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
27 employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each
28 violation in a subsequent citation, for which the employer fails to provide the employee a wage

1 deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil
2 penalties provided for in this section are in addition to any other penalty provided by law.”

3 40. Labor Code Section 1174.5 provides a \$500 penalty for an employer’s failure to
4 maintain accurate and complete payroll records showing the hours worked daily by and the wages paid
5 to employees.

6 41. Defendants’ conduct with respect to Plaintiff and other Aggrieved Employees violates
7 numerous Labor Code sections including, but not limited to, the following:

8 (a) Violation of Labor Code Sections 201-204, 206, 210, 510, 558, 1194, 1197,
9 1197.1, and 1198 for failure to timely and unconditionally pay all earned wages (including minimum,
10 regular, overtime, and double time wages) owed to Plaintiff and other Aggrieved Employees during
11 employment and upon separation of employment;

12 (b) Violation of Labor Code Sections 226.7 and 512 for failure to provide meal
13 periods to Plaintiff and/or other Aggrieved Employees and failure to pay premium wages for missed
14 meal periods;

15 (c) Violation of Labor Code Sections 226.7 for failure to permit rest breaks to
16 Plaintiff and/or other Aggrieved Employees and failure to pay premium wages for missed rest periods;

17 (d) Violation of Labor Code Sections 226 and 226.3 for failure to provide accurate
18 itemized wage statements to Plaintiff and/or other Aggrieved Employees;

19 (e) Violation of Labor Code Section 227.3 for failure to provide to Plaintiff and/or
20 Aggrieved Employees accrual of vacation wages and failure to pay to Plaintiff and/or Aggrieved
21 Employees vested vacation wages;

22 (f) Violation of Labor Code Sections 210, 223, and 351 for failure to properly pay
23 all gratuities/tips left for Plaintiff and/or Aggrieved Employees during regular working hours to
24 Plaintiff and/or Aggrieved Employees and/or for making unlawful deductions to Plaintiff and/or
25 Aggrieved Employees gratuities/tips;

26 (g) Violation of Labor Code Sections 221 and 223 for secretly paying Plaintiff
27 and/or Aggrieved Employees less than the statutory or contractual rate;

28 (h) Violation of Labor Code Sections 1174 and 1174.5 for failure to maintain

1 accurate records regarding the employment of Plaintiff and/or other Aggrieved Employees;

2 (i) Violation of Labor Code Sections 2800 and 2802 for failure to reimburse
3 business expenses to Plaintiff and other Aggrieved Employees; and

4 (j) Violation of Labor Code Section 1199 for each of the foregoing Labor Code
5 violations.

6 42. As set forth above, Defendants have violated numerous provisions of the Labor Code
7 regulating hours and days of work as well as the IWC Wage Orders.

8 43. Pursuant to Labor Code Sections 2699(a), 2699.3, and 2699.5, Plaintiff is entitled to
9 recover civil penalties, in addition to other remedies, for violations of the Labor Code Sections cited
10 above.

11 44. Pursuant to Labor Code Sections 2699(g) and 2802(c) and California Code of Civil
12 Procedure Section 1021.5, Plaintiff is entitled to attorneys' fees and costs incurred in this action.

13 **PRAYER FOR RELIEF**

14 **WHEREFORE**, Plaintiff, on behalf of herself and the other Aggrieved Employees, prays for
15 judgment and the following specific relief against Defendants, jointly and severally, as follows:

16 1. For civil penalties against Defendants on behalf of Plaintiff and all other Aggrieved
17 Employees pursuant to, *inter alia*, Labor Code Sections 210, 226.3, 558, 1174.5, 1197.1, and 2698, *et*
18 *seq.*;

19 2. For reasonable attorneys' fees and costs of suit to the extent permitted by law, including
20 pursuant to Labor Code Sections 2699(g) and 2802(c), and California Code of Civil Procedure Section
21 1021.5; and

22 3. For such other relief the Court deems just and proper.

23
24 Dated: March 27, 2023

ALAMI LAW GROUP

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27 By: 

David Alami

28 Attorneys for Plaintiff TENISHA VENEGAS