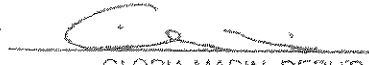


1 Joseph Lavi, Esq. (SBN 209776)
2 Vincent C. Granberry, Esq. (SBN 276483)
3 Courtney M. Miller, Esq. (SBN 327850)
4 **LAVI & EBRAHIMIAN, LLP**
5 8889 W. Olympic Boulevard, Suite 200
6 Beverly Hills, California 90211
7 Telephone: (310) 432-0000
8 Facsimile: (310) 432-0001
9 Email: jlavi@lelawfirm.com
10 vgranberry@lelawfirm.com
11 cmiller@lelawfirm.com
12 WHT1@lelawfirm.com

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUN 16 2023

BY 
GLORIA MARIN, DEPUTY

13 Attorneys for Plaintiff VANESSA K. MARQUEZ,
14 on behalf of herself and current and former aggrieved employees

15
16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17 **FOR THE COUNTY OF SAN BERNARDINO**
18

19 VANESSA K. MARQUEZ, on behalf of herself
20 and current and former aggrieved employees

21 Plaintiff,

22 vs.

23 COASTAL PACIFIC FOOD DISTRIBUTORS,
24 INC.; and DOES 1 to 100, inclusive,

25 Defendants.
26

Case No.: **CIV SB 23 13 695**

PAGA ACTION

**PLAINTIFF VANESSA K.
MARQUEZ'S COMPLAINT FOR:**

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

27 **COMES NOW** Plaintiff VANESSA K. MARQUEZ ("Plaintiff"), who alleges and
28 complains against Defendants COASTAL PACIFIC FOOD DISTRIBUTORS, INC.; and DOES 1
to 100, inclusive (collectively "Defendants") as follows:

I. INTRODUCTION

1. This is a Private Attorneys General Act of 2004, Labor 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

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

11 **II. JURISDICTION AND VENUE**

12 1. This Court has jurisdiction over the claims of Plaintiff and all other current and
13 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
14 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
15 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
16 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
17 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
18 aggrieved California-based hourly non-exempt employees occurred in locations throughout
19 California, including but not limited to San Bernardino County at 1520 Mission Blvd., #B,
20 Ontario, CA 91761.

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

25 **III. PARTIES**

26 3. Plaintiff brings this action as a representative of the Labor and Workforce
27 Development Agency on behalf of herself and other current and former employees subject to
28 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is

1 filed include current, former and/or future employees of Defendants who work, worked, or will
2 work for Defendants as direct employees as well as temporary employees employed through temp
3 agencies as hourly non-exempt employees in California. At all times mentioned herein, the
4 currently named Plaintiff is and was domiciled and a resident and citizen of California and was
5 employed by Defendants in an hourly position at Defendants' location in San Bernardino from in
6 or around November 7, 2022, until on or about January 30, 2023.

7 3. Plaintiff is informed and believes and thereon alleges that Defendant COASTAL
8 PACIFIC FOOD DISTRIBUTORS, INC. is authorized to do business within the State of
9 California and is doing business in the State of California and/or that Defendants DOES 1-50 are,
10 and at all times relevant hereto were persons acting on behalf of Defendant COASTAL PACIFIC
11 FOOD DISTRIBUTORS, INC. in the establishment of, or ratification of, the aforementioned
12 illegal wage and hour practices or policies. Defendant COASTAL PACIFIC FOOD
13 DISTRIBUTORS, INC. operates in San Bernardino County and employed Plaintiff and aggrieved
14 employees in San Bernardino County, including but not limited to, at 1520 Mission Blvd., #B,
15 Ontario, CA 91761.

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

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

27 6. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff
28 sues said defendants by said fictitious names, and will amend this complaint when the true names

1 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as
2 permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously
3 named defendants is in some manner responsible for the events and allegations set forth in this
4 complaint.

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

8 **FIRST CAUSE OF ACTION**

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

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

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

12 8. Plaintiff incorporates all paragraphs above as though fully set forth herein.

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

16 10. Specifically, Defendants have committed the following violations of California
17 Labor Code:

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

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

27 13. In this case, Plaintiff and other current and former aggrieved California-based
28 hourly non-exempt employees worked more minutes per shift than Defendants credited them with

1 having worked. Specifically, Defendants failed to pay Plaintiff and other current and former
2 aggrieved California-based hourly non-exempt employees all wages at the applicable minimum
3 wage for all hours worked due to Defendants' policies, practices, and/or procedures including, but
4 not limited to;

5 (a) Since December 2022, Requiring Plaintiff and other current and former aggrieved
6 California-based hourly non-exempt employees to line up to wait to undergo and undergo off-the-
7 clock security checks, including bag checks, prior to being permitted to clock-in for their start
8 shifts.

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

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

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

24 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40)
25 hours in any one (1) workweek, and the first eight (8) hours worked on the seventh day of
26 work in any one (1) workweek, shall be compensated at the rate of no less than one-and-
27 one-half (1.5) times the regular rate of pay for an employee. Any work in excess of twelve
28 (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 17. 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) Since December 2022, Requiring Plaintiff and other current and former aggrieved
6 California-based hourly non-exempt employees to line up to wait to undergo and undergo off-the-
7 clock security checks, including bag checks, prior to being permitted to clock-in for their start
8 shifts.

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

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

21 20. California law requires an employer to authorize or permit an employee an
22 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
23 all duties and the employer relinquishes control over the employee's activities prior to the
24 employee's sixth hour of work. Labor Code sections 226.7, 512; Wage Order 1 at §11; *Brinker*
25 *Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an
26 employee for a work period of more than ten (10) hours per day without providing the employee
27 with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh
28 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period

1 shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal
2 period is only permitted when: (1) the nature of the work prevents an employee from being
3 relieved of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

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

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

12 (a) Discouraging off-premises meal breaks by requiring Plaintiff and other current and
13 former aggrieved California-based hourly non-exempt employees to be subjected to off-the-clock
14 security checks, including bag checks, during meal breaks if they left Defendant premises during
15 their meal breaks; and

16 (b) Requiring Plaintiff and other current and former aggrieved California-based hourly
17 non-exempt employees to line up to wait to undergo and undergo off-the-clock security checks,
18 including bag checks, prior to being permitted to clock-in back from their meal breaks.

19 23. 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 24. 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 25. **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 26. 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 1 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 1 at §12. Rest periods, insofar as practicable, shall be in the middle of
12 each work period. Wage Order 1 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 27. 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 1 at § 12.

20 28. 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) Discouraging off-premises rest breaks by requiring Plaintiff and other current and
25 former aggrieved California-based hourly non-exempt employees to be subjected to off-the-clock
26 security checks, including checks, process during rest breaks if they left Defendants’ premises
27 during their rest breaks; and

28 (b) Requiring Plaintiff and other current and former aggrieved California-based hourly

1 non-exempt employees to line up to wait to undergo and undergo off-the-clock security checks,
2 including bag checks, during their rest breaks.

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

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

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

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

28 33. **Failure to provide complete and accurate wage statements:** Labor Code section

1 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an
2 employee his or her wages, the employer must “furnish each of his or her employees ... an
3 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the
4 employee, except for any employee whose compensation is solely based on a salary and who is
5 exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of
6 the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable
7 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that all
8 deductions made on written orders of the employee may be aggregated and shown as one item, (5)
9 net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7) the
10 name of the employee and his or her social security number, (8) the name and address of the legal
11 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
12 the corresponding number of hours worked at each hourly rate by the employee.”

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

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

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

28 37. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved

1 employee, on behalf of himself or herself and other current or former employees, to bring a civil
2 action to recover civil penalties against all Defendants pursuant to the procedures specified in
3 Labor Code section 2699.3.

4 38. Plaintiff has complied with the procedures for bringing suit specified in Labor
5 Code section 2699.3. On April 10, 2023, Plaintiff filed a PAGA Claim Notice with the LWDA
6 and provided notice to Defendants by certified mail which provided notice of the specific
7 provisions of the Labor Code alleged to have been violated, including the facts and theories to
8 support the violations alleged.

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

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

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

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

26 c. For violations of Labor Code section 510, fifty dollars (\$50) for each
27 employee for each pay period for the initial violation, and for each subsequent violation, one
28 hundred dollars (\$100) for each underpaid employee for each pay period [penalty amounts

1 established by Labor Code section 558] and any unpaid wages.

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

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

8 **PRAYER FOR RELIEF**

9 **WHEREFORE, PLAINTIFF, ON BEHALF OF HERSELF AND ON OTHER**
10 **AGGRIEVED EMPLOYEES, PRAYS AS FOLLOWS:**

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

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

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

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

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

21
22 Dated: June 15, 2022

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP



23
24 By:

Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Courtney M. Miller, Esq.
Attorneys for Plaintiff
VANESSA K. MARQUEZ
on behalf of herself and current and former
aggrieved employees