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Attorneys for Plaintiff STACEY VELAZQUEZ,
on behalf of herself and current and former aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES- CENTRAL DIVISION**

STACEY VELAZQUEZ, on behalf of herself and
current and former aggrieved employees

Plaintiff,

vs.

CEC ENTERTAINMENT, LLC; and DOES 1 to
100, inclusive,

Defendants.

Case No.: **24STCV13234**

PAGA ACTION

**PLAINTIFF STACEY
VELAZQUEZ'S COMPLAINT FOR:**

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

COMES NOW Plaintiff STACEY VELAZQUEZ (“Plaintiff”), who alleges and complains against Defendants CEC ENTERTAINMENT, LLC; 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 with Defendants’ violation of the Labor Code based on Defendants’ failure to pay wages for all hours worked at minimum wage and all overtime hours worked at the overtime rate of pay; failure to authorize or permit all legally required and/or compliant meal periods or pay meal period premium wages; failure to authorize or permit all legally required and/or compliant rest periods or pay rest period premium wages; statutory penalties for failure to timely pay earned wages during employment; statutory penalties for failure to provide accurate wage statements; statutory waiting time penalties in the form of continuation wages for failure to timely pay employees all wages due upon separation of employment. Plaintiff seeks on a representative basis, following notice to the Labor and Workforce Development Agency, civil penalties, reasonable attorneys’ fees pursuant to Labor Code section 2699(g)(1) and costs brought on behalf of Plaintiff, the State of California, and others aggrieved.

II. JURISDICTION AND VENUE

2. This Court has jurisdiction over the claims of Plaintiff and all other current and former aggrieved California-based hourly non-exempt employees because Plaintiff’s lawsuit seeks civil penalties on behalf of herself, all other current and former aggrieved California-based hourly non-exempt employees, and the State of California in excess of thirty-five thousand dollars (\$35,000); Defendants employed Plaintiff and all other current and former aggrieved California-based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former aggrieved California-based hourly non-exempt employees occurred in locations throughout

1 California, including but not limited to Los Angeles County, at 3737 East Foothill Boulevard,
2 Pasadena, CA 91107.

3 **III. PARTIES**

4 1. Plaintiff brings this action as a representative of the Labor and Workforce
5 Development Agency on behalf of herself and other current and former employees subject to
6 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
7 filed include current, former and/or future employees of Defendants who work, worked, or will
8 work for Defendants as direct employees as well as temporary employees employed through temp
9 agencies as hourly non-exempt employees in California. At all times mentioned herein, the
10 currently named Plaintiff is and was domiciled and a resident and citizen of California and was
11 employed by Defendants in an hourly position at Defendants' location in Los Angeles County
12 from in or around March 2018 until on or about currently.

13 2. Plaintiff is informed and believes and thereon alleges that Defendant CEC
14 ENTERTAINMENT, LLC is authorized to do business within the State of California and is doing
15 business in the State of California and/or that Defendants DOES 1-50 are, and at all times relevant
16 hereto were persons acting on behalf of Defendant CEC ENTERTAINMENT, LLC in the
17 establishment of, or ratification of, the aforementioned illegal wage and hour practices or policies.
18 Defendant CEC ENTERTAINMENT, LLC operates in Los Angeles County, and employed
19 Plaintiff and aggrieved employees in Los Angeles County,, including but not limited to, at 3737
20 East Foothill Boulevard, Pasadena, CA 91107.

21 3. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
22 through 50 are corporations, or are other business entities or organizations of a nature unknown to
23 Plaintiff that employed Plaintiff and aggrieved California non-exempt employees, permitted
24 Plaintiff and aggrieved employees to work, and exercised control over the wages, hours and
25 working conditions of employment of Plaintiff and aggrieved employees.

26 4. Plaintiff is informed and believes and thereon alleges that Defendants DOES 51
27 through 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued
28 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,

supervisor, independent contractor and/or employee of each defendant who violated or caused to be violated the minimum wage and overtime provisions of the Labor Code and/or any provision of the Industrial Welfare Commission's wage orders regulating hours and days of work.

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

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

FIRST CAUSE OF ACTION

CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004, LABOR CODE SECTIONS 2698, ET SEQ.

(Against all Defendants by Plaintiff on behalf of Themselves, the State of California, and Other Current and Former Aggrieved Employees)

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

8. During Plaintiff's employment and continuing through the present, Plaintiff alleges Defendants violated Labor Code sections 201, 202, 203, 204, 223, 226, 226.7, 510, 512, 1194, 1197 and the applicable Wage Orders.

9. Specifically, Defendants have committed the following violations of California Labor Code:

10. **Failure to pay wages for all hours worked at the legal minimum wage:** Defendants employed many of their employees, including Plaintiff, as hourly non-exempt employees. In California, an employer is required to pay hourly employees for all "hours worked," which includes all time that an employee is under control of the employer and all time the employee is suffered and permitted to work. This includes the time an employee spends, either

1 directly or indirectly, performing services which inure to the benefit of the employer.

2 11. Labor Code sections 1194 and 1197 require an employer to compensate employees
3 for all “hours worked” at least at a minimum wage rate of pay as established by the IWC and the
4 Wage Orders.

5 12. In this case, Plaintiff and other current and former aggrieved California-based
6 hourly non-exempt employees worked more minutes per shift than Defendants credited them with
7 having worked. Specifically, Defendants failed to pay Plaintiff and other current and former
8 aggrieved California-based hourly non-exempt employees all wages at the applicable minimum
9 wage for all hours worked due to Defendants’ policies, practices, and/or procedures including, but
10 not limited to:

11 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
12 non-exempt employees who worked closing shifts required to perform closing procedures
13 including, but not limited to, locking Defendant’s stores after clocking out for the end of their shift
14 without being paid for that time.

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

21 14. **Failure to pay wages for overtime hours worked at the overtime rate of pay**
22 **and/or failure to pay overtime wages at the proper rate of pay:** Defendants employed many of
23 their employees, including Plaintiff, as hourly non-exempt employees. In California, an employer
24 is required to pay hourly employees for all “hours worked,” which includes all time that an
25 employee is under control of the employer and all time the employee is suffered and permitted to
26 work. This includes the time an employee spends, either directly or indirectly, performing services
27 that inure to the benefit of the employer.’

28 15. Labor Code sections 510 and 1194 require an employer to compensate employees a

1 higher rate of pay for hours worked in excess of eight (8) hours in a workday, in excess of forty
2 (40) hours in a workweek, and on any seventh consecutive day of work in a workweek:

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

11 Labor Code section 510.

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

15 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
16 non-exempt employees who worked closing shifts required to perform closing procedures
17 including, but not limited to, locking Defendant's stores after clocking out for the end of their shift
18 without being paid for that time.

19 17. The foregoing policies, practices, and/or procedures resulted in time during each
20 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt
21 employees were under the control of Defendants but were not compensated. To the extent that the
22 foregoing uncompensated time occurred when Plaintiff and other current and former aggrieved
23 California-based hourly non-exempt employees worked more than eight (8) hours in a workday,
24 more than forty (40) hours in a workweek, and/or seven (7) days in a workweek, Defendants failed
25 to pay them at their overtime rate of pay for overtime hours worked, in violation of Labor Code
26 sections 510, 1194 and 1198, and the applicable Wage Order.

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

1 19. California law requires an employer to authorize or permit an employee an
2 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
3 all duties and the employer relinquishes control over the employee's activities prior to the
4 employee's sixth hour of work. Labor Code sections 226.7, 512, and 1198; Wage Order 5 at §11;
5 *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not
6 employ an employee for a work period of more than ten (10) hours per day without providing the
7 employee with a second such meal period of not less than thirty (30) minutes prior to the start of
8 the eleventh hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the
9 meal period shall be considered an "on duty" meal period and counted as time worked. A paid "on
10 duty" meal period is only permitted when: (1) the nature of the work prevents an employee from
11 being relieved of all duty; and (2) the parties have a written agreement agreeing to on-duty meal
12 periods.

13 20. If an employer fails to provide an employee a meal period in accordance with the
14 law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay
15 for each workday that a legally required and compliant meal period was not provided. Labor Code
16 sections 226.7 and 1198; Wage Order 5 at §11.

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

21 (a) Due to chronic understaffing, Plaintiff and other current and former aggrieved
22 California-based hourly non-exempt employees were required to clock out for their meal breaks
23 and continue to work through their off-the-clock meal breaks.

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

1 section 226.7.

2 23. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff
3 and other current and former aggrieved California-based hourly non-exempt employees not
4 receiving wages to compensate them for workdays during which Defendants did not provide them
5 with meal periods in compliance with California law.

6 24. **Failure to pay wages to hourly non-exempt employees for workdays that**
7 **Defendants failed to provide legally required and compliant rest periods and/or failure to**
8 **pay rest period premium:** Plaintiff and other current and former aggrieved California-based
9 hourly non-exempt employees regularly worked shifts of more than three-and-a-half (3.5) hours.

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

21 26. If the employer fails to authorize or permit a required rest period, the employer
22 must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday
23 the employer did not authorize or permit a legally required rest period. Labor Code section 226.7;
24 Wage Order 5 at § 12.

25 27. In this case, Defendants failed to authorize or permit all legally required and
26 compliant rest periods to Plaintiff and other current and former aggrieved California-based hourly
27 non-exempt employees due to Defendants' policies, practices, and/or procedures including, but not
28 limited to:

1 (a) Due to chronic understaffing, Plaintiff and other current and former aggrieved
2 California-based hourly non-exempt employees were required to continue to work through their
3 rest breaks;

4 (b) Discouraging off-duty, off-premises rest breaks by requiring Plaintiff and other
5 current and former aggrieved California-based hourly non-exempt employees to clock out for rest
6 breaks if they wished to leave the premises for their rest breaks.

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

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

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

25 31. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed
26 to timely pay Plaintiff's and other current and former aggrieved California-based hourly non-
27 exempt employees' earned wages (including minimum wages, overtime wages, meal period
28 premium wages and/or rest period premium wages), in violation of Labor Code section 204.

1 Defendants' aforementioned policies, practices, and/or procedures resulted in their failure to pay
2 Plaintiff's and other current and former aggrieved California-based hourly non-exempt employees'
3 their earned wages within the applicable time frames outlined in Labor Code section 204.

4 **32. Secret payment of lower wages than designated by statute:** Labor Code section
5 223 provides that, where any statute or contract requires an employer to maintain the designated
6 wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage
7 designated by statute or contract. By engaging in the unlawful conduct alleged herein, including
8 by failing to: pay overtime wages at the applicable legal overtime rate, meal break premiums and
9 lawful sick pay at the employees' regular rate of pay, as established by Labor Code sections 226.7,
10 246, 510, 1194 and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by
11 Labor Code section 1198, the Defendant secretly paid a lower wage than designated by statute
12 while purporting to pay the wages designated by statute, in violation of Labor Code section 223.

13 **33. Failure to provide complete and accurate wage statements:** Labor Code section
14 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an
15 employee his or her wages, the employer must "furnish each of his or her employees ... an
16 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the
17 employee, except for any employee whose compensation is solely based on a salary and who is
18 exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of
19 the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable
20 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that all
21 deductions made on written orders of the employee may be aggregated and shown as one item, (5)
22 net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7) the
23 name of the employee and his or her social security number, (8) the name and address of the legal
24 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
25 the corresponding number of hours worked at each hourly rate by the employee."

26 **34.** As a derivative of Plaintiff's allegations above, Defendants' failure to pay Plaintiff
27 and other current and former aggrieved California-based hourly non-exempt employees all wages
28 earned (including minimum wages, overtime wages, meal period premium wages, and/or rest

1 period premium wages) rendered Plaintiff's and other current and former aggrieved California-
2 based hourly non-exempt employees' wage statements inaccurate, in violation of Labor Code
3 section 226(a)(1, 2, 5 & 9).

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

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

13 **37.** Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved
14 employee, on behalf of himself or herself and other current or former employees, to bring a civil
15 action to recover civil penalties against all Defendants pursuant to the procedures specified in
16 Labor Code section 2699.3.

17 **38.** Plaintiff has complied with the procedures for bringing suit specified in Labor
18 Code section 2699.3. On March 22, 2024, Plaintiff filed a PAGA Claim Notice with the LWDA
19 and provided notice to Defendants by certified mail which provided notice of the specific
20 provisions of the Labor Code alleged to have been violated, including the facts and theories to
21 support the violations alleged.

22 **39.** Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
23 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
24 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
25 parties notice within 65 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends
26 to investigate Plaintiff's claims.

27 **40.** Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
28 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226(a),

226.7, 510, 512, and 1194, During Plaintiff's employment and continuing through the present, preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the following amounts:

a. For violations of Labor Code sections 201, 202, 203, 226(a), and 226.7; one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation [penalty amounts established by Labor Code section 2699(f)(2)].

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

c. For violations of Labor Code section 510 and 512, fifty dollars (\$50) for each employee for each pay period for the initial violation, and for each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period [penalty amounts established by Labor Code section 558].

d. For violations of Labor Code section 204, one hundred dollars (\$100) for each failure to pay each employee in any initial violation, and for each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld [penalty amounts established by Labor Code section 210].

e. For violations of Labor Code section 223, one hundred dollars (\$100) for each failure to pay each employee in any initial violation, and for each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld [penalty amounts established by Labor Code section 225.5].

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

1
2 **PRAYER FOR RELIEF**

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

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

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

8 2. For any and all legally applicable penalties during the relevant statute of limitations
9 subject to any permissible tolling, including but not limited to those recoverable under the
10 California Labor Code, including but not limited to sections 210, 225.5, 226.3, 558, 2699(f);

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

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

15
16 Dated: May 28, 2024

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP



17
18 By:

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