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Attorneys for Plaintiff and all others similarly situated
BLANCA LUZ BENITEZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

BLANCA LUZ BENITEZ, an individual, on
behalf of herself and all others similarly
situated,

Plaintiffs,

vs.

CDM CORP., a Nevada Corporation; and
DOES 1 TO 50,

Defendants.

CASE NO.: 24STCV30660

[Assigned to Honorable Laura A. Seigle,
Dept. 17]

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

- 1. MEAL PERIOD VIOLATIONS**
- 2. FAILURE TO PROVIDE ACCURATE
WAGE STATEMENTS**
- 3. VIOLATION OF BUSINESS AND
PROFESSIONS CODE SECTION
17200**
- 4. VIOLATION OF LABOR CODE
PRIVATE ATTORNEYS GENERAL
ACT ("PAGA")**

[UNLIMITED CIVIL JURISDICTION]

INTRODUCTION

1. Plaintiff BLANCA LUZ BENITEZ ("Plaintiff") brings this employment action against Defendant CDM CORP. (the "Company") and Defendants DOES 1 to 50 ("Defendants") as a class action for the Company's failure to permit meal periods and failure to furnish accurate wage statements. As a result of these acts or omissions, the Company has violated California statutory laws as described below.

FILED
Superior Court of California
County of Los Angeles
04/17/2025
David W. Saylor, Executive Officer / Clerk of Court
By: _____ T. Carter Deputy

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2. Plaintiff, on behalf of herself and all other similarly situated, hereby brings complaint for recovery of unpaid wages and penalties under California Business and Professions Code § 17200, *et seq.*, applicable provisions of the California Labor Code, the applicable Industrial Welfare Commission Wage Order (the “IWC Wage Order”), and/or any other applicable law, in addition to declaratory relief and restitution.

3. This court has jurisdiction over Defendants' violations of the California Labor Code because the amount in controversy exceeds this court's jurisdictional minimum. Jurisdiction in this court is proper because Defendant CDM Corp.'s Inc.'s principal place of business is located in Los Angeles County and the Company actively and regularly conducts business in Los Angeles County.

4. Plaintiff asserts no claims arising under federal law. Rather, Plaintiff brings its cause of action based solely on, and arising from, California law. The claims of the class are not individual claims for violations of California law described herein. These claims arise from Defendants' common and systemic failure to provide time meal periods, for their failure to issue accurate wage statements, and failure to pay all wages due upon termination, and their unfair business practices based on the foregoing.

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5. Plaintiff Blanca Luz Benitez is a natural person and domiciled in California.

6. Defendant CDM CORP., a Nevada Corporation, was at all relevant times
business in Los Angeles County, California.

7. Plaintiff is ignorant of the true names and capacities of the defendants sued under the fictitious names of Does 1 through 50. Plaintiff will amend this Complaint to show the true names and capacities when the same have been ascertained. Plaintiff is ignorant and believes that each of the fictitiously named Doe Defendants is legally responsible in some manner for the occurrences alleged and that Plaintiff's injuries and damages, as alleged, were proximately caused by these Doe Defendants' actions.

8. Defendant CDM CORP. and Doe Defendants 1 through 50, inclusive, are

referred to herein collectively as “Defendants.” Plaintiff is informed and believes and thereon alleges that at all times pertinent hereto, each Defendant was the agent and employee of each of its co-Defendants, and in doing the things described herein, was acting within the course and scope of his/her authority as such agent and employee, and each Defendant ratified and approved the acts of his/her agents and employees. Defendants acted as Plaintiff’s “employer” and are responsible for any and all damages claimed by Plaintiff in this action under Labor Code section 558.1.

CLASS ACTION ALLEGATIONS

9. Plaintiff brings this case as a class action pursuant to California Code of Civil Procedure § 382 on behalf of a class (hereafter the “Class”) consisting of the following:

a. The Class: All persons who performed services in the State of California during the Class Period as non-exempt employees for the Company during the Class Period (“Class Members”). The Class Period is the time period starting four years before the filing of the initial Complaint in this action plus any additional time during which the statutes of limitation for the causes of action herein were tolled pursuant to Emergency Rule 9 of the California Rules of Court, the “Emergency Rules Related to COVID-19”.

10. Plaintiff reserves the right under Rule 3.765(b) of the California Rules of Court to amend or modify the class description with greater specificity, by division into subclasses, or by limitation to particular issue.

11. This action has been brought and may properly be maintained as a class action under the provisions of § 382 of the Code of Civil Procedure because there is a well-defined community of interest in the litigation and the Class are easily ascertainable.

12. Numerosity. The members of the Class are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the class are unknown to Plaintiff at this time; however, it is estimated that the Class number greater than fifty (50) individuals. The identity of such membership is readily ascertainable via

inspection of the Company's employment and personnel records.

13. Typicality. Plaintiff's claims are typical of the claims of the members of the Class. Defendants subjected all Class Members to identical violations of the California Labor Code, the Wage Orders of the California Industrial Welfare Commission, and the California Business and Professions Code. The factual grounds of Defendants' violations are common to all Class Members and represent a common thread of unlawful conduct resulting in injury to all members of the Class.

14. Commonality. Common questions of law and fact exist with respect to all members of the Class and predominate over any questions solely affecting individual members. Issues of law and fact common to the Class include:

- a. Whether Plaintiff and members of the Class were provided with and were able to take 30 minute off-duty meal breaks by the fifth hour of the shift;
- b. Whether Plaintiff and members of the Class were paid one hour of premium pay for each day Defendants failed to provide a timely meal break;
- c. Whether Defendants issued itemized wage statements which failed to accurately state the actual hours and/or pay rates that Plaintiff and Class Members worked and the actual wages earned in violation of Cal. Labor Code § 226;
- d. Whether the violations alleged in (a-c) above constitutes unfair business practices in violation of California's Unfair Competition Law, Section 17200 et seq. of the Business and Professions Code.

15. Adequacy. Plaintiff will fairly and adequately represent the interests of the Classes and has no interests adverse to or in conflict with other Class Members. Plaintiff is represented by attorneys who have class action experience in wage and hour and class action law and are committed to vigorously prosecuting this action on behalf of the members of the Class.

16. Superiority. A class action is superior to the other available methods for the fair and efficient adjudication of this controversy since, among other things, joinder of all Class Members is impracticable, and a class action will reduce the risk of inconsistent adjudications or repeated litigation over the same conduct. Further, the expense and burden of individual lawsuits would make it virtually impossible for Class Members, Defendant, or the court to cost-effectively redress separately the unlawful conduct alleged. Plaintiff knows of no difficulties to be encountered in the management of this action that would preclude its maintenance as a class action.

GENERAL FACTUAL ALLEGATIONS

17. Plaintiff has been employed by CDM CORP. as a production worker since 2017.

18. Plaintiff is compensated on an hourly basis and typically begins her workday before 7:00 a.m. Plaintiff and other similarly situated employees are routinely not provided with a meal period until after the fifth hour of work, as evidenced by employee time records. Furthermore, CDM CORP. fails to pay employees the required premium wages for missed and/or untimely meal periods.

A. Failure to Provide Meal Periods

19. During the Class Period, Plaintiff, like other members of the Class, was discouraged from taking code compliant meal breaks and Company did not authorize or permit code compliant meal breaks. For example, Class Members are regularly provided with one one-hour meal period at 12:00pm, after the fifth hour of work. During the Class Period, Plaintiff, like other members of the Class, was not paid one hour of premium pay for missed or delayed meal breaks.

B. Failure to Issue Accurate Itemized Wage Statements

20. During the Class Period, Plaintiff, like other Class Members, was never issued accurate or itemized wage statements reflecting all wages earned.

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FIRST CAUSE OF ACTION
MEAL PERIOD VIOLATIONS

(Plaintiff on Behalf of Herself and the Class against All Defendants)

21. Plaintiff, on behalf of herself and the Class, incorporate by reference all other paragraphs of this Complaint as if they were re-alleged and set forth herein.

22. California Labor Code §512 provides, in pertinent part, as follows: "An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee."

23. California Labor Code §512 further provides: "An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not."

24. Cal. Labor Code §226.7(a) provides: "No employer shall require an employee to work during any meal . . . period mandated by an applicable order of the Industrial Welfare Commission."

25. The Wage Orders provide, in pertinent part, as follows: "Unless the employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an 'on duty' meal period and counted as time worked."

26. As alleged herein, pursuant to Defendants' policies, Defendants routinely fail and failed to permit, authorize and/or provide Plaintiff and Class Members with timely meal periods in violation of all applicable Wage Order, California Regulations and California Labor Code sections.

27. By failing to provide Plaintiffs and Class Members with compliant meal periods, Defendants violated California Labor Code sections 512 and 226.7, as well as applicable provisions of the IWC Wage Orders. As a result of the unlawful acts of Defendants set forth herein, Plaintiff and Class Members have been unfairly and illegally

1 deprived meal periods and are entitled to one additional hour of premium pay for each
2 missed meal period.

3 **SECOND CAUSE OF ACTION**
4 **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**
5 **(Plaintiff on Behalf of the Herself and the Class against All Defendants)**

6 28. Plaintiff, on behalf of herself and the Class Members, incorporates by
7 reference all other paragraphs of this Complaint as if they were re-alleged and set forth
8 herein.

9 29. Defendants knowingly and intentionally failed to provide timely, accurate,
10 itemized wage statements in accordance with Cal. Lab. Code §226(a) and the applicable
11 IWC Wage Order. Such failure caused injury to Plaintiff by, among other things, impeding
12 Plaintiff from knowing the amount of wages to which Plaintiff was and is legally entitled.

13 30. Prior to the completion of discovery, and to the best of Plaintiff's knowledge
14 at the time of filing this Complaint, Plaintiff's good faith estimate of the number of pay
15 periods in which Defendants have failed to provide accurate itemized wage statements to
16 Plaintiff and the Class Members in each and every pay period during Plaintiff's and the
17 Class Members' employment. Plaintiff and the Class Members seek the amount provided
18 under Cal. Lab. Code §226(e), including the greater of all actual damages or fifty dollars
19 (\$50) for the initial pay period in which a violation occurred and one hundred dollars (\$100)
20 for each violation in a subsequent pay period.

21 **THIRD CAUSE OF ACTION**
22 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200**
23 **(Plaintiff on Behalf of the Herself and the Class against All Defendants)**

24 31. Plaintiff, on behalf of herself and the Class Members, incorporates by
25 reference all other paragraphs of this Complaint as if they were re-alleged and set forth
26 herein.

27 32. Defendants' violations of the Labor Code and other laws and regulations as
28 alleged by this Complaint, and other wrongful, tortious and illegal acts and omissions, all
constitute unfair business practices in violation of the Unfair Competition Law, Business
and Professions Code § 17200 et seq.

1 33. As a result of Defendants' unfair business practices, Defendants have
2 reaped unfair benefits and illegal profits at the expense of Plaintiff, the Class Members,
3 and members of the public. Defendants' utilization of such unfair business practices
4 constitutes unfair competition and provides an unfair advantage over Defendants'
5 competition. Defendants should be made to disgorge the ill-gotten gains and restore such
6 monies to Plaintiff and the Class Members.

7 34. Defendants' unfair business practices entitles Plaintiff and the Class
8 Members to seek preliminary and permanent injunctive relief, including but not limited to
9 orders that Defendants account for, disgorge and restore to Plaintiff and the Class
10 Members any compensation unlawfully withheld from Plaintiff and the Class Members,
11 and for which Defendants were unjustly enriched.

12 **FOURTH CAUSE OF ACTION**
13 **VIOLATION OF LABOR CODE PRIVATE ATTORNEYS GENERAL ACT ("PAGA")**
 (Plaintiff against All Defendants)

14 35. Plaintiff incorporates by reference all other paragraphs of this Complaint as
15 if they were re-alleged and set forth herein.

16 36. Plaintiff brings this cause of action on behalf of himself and all other
17 aggrieved current and former employees of Defendants and seeks civil penalties for each
18 and every violation alleged herein. Plaintiff has filed a claim with the California Labor and
19 Workforce Development Agency (hereafter, "LWDA") and provided a copy by certified mail
20 to Defendants.

21 37. Plaintiff complied with all procedural requirements of Labor Code § 2699.3
22 before filing this Complaint. LWDA did not respond to his notice of the alleged violations
23 within the statutory timeframe, and Plaintiff has therefore exhausted administrative
24 remedies. Plaintiff is an aggrieved employee. Plaintiff was employed by Defendants and
25 the violations alleged herein were committed against Plaintiff. Plaintiff brings this action
26 on behalf of Plaintiff and all other current and former aggrieved employees. At the time of
27 each violation, Defendants employed one or more employees.

28 38. As a result of the aforesaid wrongful and illegal conduct of the Defendants,

1 and each of them, Plaintiff is entitled to civil penalties in an amount to be determined at
2 trial, costs, and attorney's fees against Defendants.

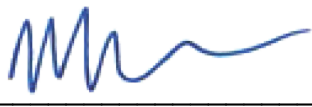
3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiff prays for judgment against Defendants:

- 5 1. For compensatory and statutory damages in the amount of Plaintiff's and
6 each Class Members unpaid wages, as well as an award of costs, interest,
7 and reasonable attorney's fees.
- 8 2. For penalties pursuant to Labor Code §226(6) for violation of Labor Code §
9 226(a) in the amount of fifty dollars (\$50) for the initial pay period in which a
10 violation occurs and one hundred dollars (\$100) per employee for each
11 violation in a subsequent pay period, not exceeding an aggregate penalty of
12 four thousand dollars (\$4,000) per employee;
- 13 3. For temporary, preliminary, and permanent injunctive relief enjoining
14 Defendants from unlawfully depriving Plaintiff and Class Members from meal
15 periods, and wages upon termination/resignation in accordance with the law;
- 16 4. For restitution for unfair competition pursuant to Business and Professions
17 Code section 17200, *et seq.*, including disgorgement of profits, in an amount
18 as may be determined;
- 19 5. For all statutory penalties and liquidated damages as authorized by law,
20 including all statutory penalties as authorized under PAGA;
- 21 6. Pre-judgment interest on any damages or other amounts deemed payable;
- 22 7. For attorney's fees and costs of suit; and
- 23 8. For other or further relief as the Court deems just and proper.

24 Dated: April 17, 2025

HAULK & HERRERA LLP

25
26 By: 

Matthew A. Haulk, Esq.
Jose M. Herrera, Esq.
Attorneys for Plaintiff and all others
similarly situated
BLANCA LUZ BENITEZ

PROOF OF SERVICE

Blanca Luz Benitez v. CDM Corp.

Los Angeles County Superior Court Case No.: 24STCV30660

1.	At the time of service, I was at least 18 years of age and not a party to this legal action.	
2.	My business address is 100 Pine Street, Suite 1250, San Francisco, CA 94111	
3.	I served copies of the following document(s): FIRST AMENDED CLASS ACTION COMPLAINT FOR: 1. MEAL PERIOD VIOLATIONS 2. FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS 3. VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200 4. VIOLATION OF LABOR CODE PRIVATE ATTORNEYS GENERAL ACT ("PAGA")	
4.	I served the documents listed above in Item 3 on the following persons at the addresses listed: Mac E. Nehoray, Esq. Kambiz Drake, Esq. SOUTHERN CALIFORNIA ATTORNEYS, APC 24007 Ventura Boulevard, Suite 200 Calabasas, California 91302 Telephone: (818) 222-2227 Email: mac@socalatt.com kambiz@socalatt.com <i>Attorney for Defendants</i> <i>CDM Corp.</i>	
5.	a.	By Personal Service. I personally delivered the documents on the date shown below to the person(s) at the addresses listed above in Item 4. (1) For a party represented by an attorney, delivery was made to the attorney or at the attorney's office by leaving the documents in an envelope or package clearly labeled to identify the attorney being served with a receptionist or an individual in charge of the office. (2) For a party delivery was made to the party or by leaving the documents in the party's residence between the hours of eight in the morning and six in the evening with some person not less than 18 years of age.
	b.	By United States Mail. I enclosed the documents in a sealed envelope or package, in the mail at San Rafael, California, where I am a resident or employee in the County of Marin where the mailing occurred. I addressed the sealed envelope or package to the persons at the addresses in Item 4 and (specify one):
	(1)	Deposited the sealed envelope in a United States Postal Service mailbox with the postage fully prepaid on the date shown below
	(2)	Placed the envelope for collection and mailing on the date shown below, following our ordinary business practices and I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is

		deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.
	c.	By Overnight Delivery. Pursuant to California Rules of Court, Rule 8.25, I enclosed the documents on the date shown below in an envelope or package provided by an overnight delivery carrier and addressed to the person at the addresses in Item 4. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.
	d.	By Messenger Service. I served the documents on the date shown below by placing them in an envelope or package addressed to the person on the addresses listed in Item 4 and providing them to a professional messenger service for service.
	e.	By Fax Transmission. Based on an agreement to accept service by fax transmission, I faxed the documents on the date shown below to the fax numbers of persons listed in Item 4. No error was reported by the fax machine that I used
	f. X	By Electronic Transmission. I caused the documents to be electronically served via Case Anywhere on the date shown below to the recipients designated on the Service List with Case Anywhere.
6.	I served the documents by the means described above on April 17, 2025	

I declare under penalty of perjury that this document is signed in Los Angeles, California under the laws of the State of California and that the foregoing is true and correct.

April 17, 2025	Toni Gesin	
Date	(Type or Print Name)	(Signature of Declarant)