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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

JENNIFER LAZORACK, on behalf of the
State of California, as a private attorney
general,

Plaintiff,

vs.

NEXT LEVEL MARKETING, LLC, a
Limited Liability Company; NLM
MARKETING SERVICES LLC, a Limited
Liability Company; and DOES 1 through 50,
inclusive,

Defendants.

Case No. **CGC-26-638317**

REPRESENTATIVE ACTION
COMPLAINT FOR:

1. Civil Penalties Pursuant to Labor Code
§ 2699 for violations of Labor Code
§§ 201, 202, 203, 204, 210, 226(a),
226(a)(8), 226.7, 510, 512, 558(a)(1)(2),
1194, 1197, 1197.1, 1198, 2802,
California Code of Regulations, Title 8,
Section 11040, Subdivision 5(A)-(B), and
the applicable Wage Order(s).

ELECTRONICALLY

FILED

Superior Court of California,
County of San Francisco

06/23/2026

Clerk of the Court

BY: BENJAMIN YUST

Deputy Clerk

1 Plaintiff Jennifer Lazorack ("PLAINTIFF"), on behalf of the people of the State of
2 California and as an "aggrieved employee" acting as a private attorney general under the
3 Labor Code Private Attorney General Act of 2004, § 2699, ("PAGA") only, alleges on
4 information and belief, except for her own acts and knowledge which are based on personal
5 knowledge, the following:

6 **INTRODUCTION**

7 1. PLAINTIFF brings this action against defendants Next Level Marketing, LLC and
8 NLM Marketing Services LLC (referred to as "DEFENDANT") seeking only to recover PAGA
9 civil penalties on behalf of all current and former aggrieved employees that worked for
10 DEFENDANT. PLAINTIFF does **not seek to recover anything other than penalties as**
11 **permitted by California Labor Code § 2699**. To the extent that statutory violations are
12 mentioned for wage violations, PLAINTIFF does not seek underlying general and/or special
13 damages for those violations, but simply the civil penalties permitted by California Labor Code
14 § 2699.

15 2. California has enacted the PAGA which permits PLAINTIFF to bring an action
16 for PAGA penalties *only*, which is the precise and sole nature of this action.

17 3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for
18 DEFENDANT's violations under PAGA and solely for the relief as permitted by PAGA – that
19 is, penalties and any other relief the Court deems proper pursuant to the PAGA. Nothing in this
20 complaint should be construed as attempting to obtain any relief that would not be available in
21 a PAGA-only action.

22 4. PLAINTIFF is not suing in her individual capacity; she is proceeding
23 herein solely under the PAGA, on behalf of the State of California for all aggrieved employees.
24 Nothing in this complaint should be construed as PLAINTIFF suing in her individual capacity.

25 **THE PARTIES**

26
27 5. Next Level Marketing, LLC ("DEFENDANT") is a limited liability company that
28 at all relevant times mentioned herein conducted and continues to conduct substantial business

1 in California.

2 6. NLM Marketing Services LLC ("DEFENDANT") is a limited liability company
3 that at all relevant times mentioned herein conducted and continues to conduct substantial
4 business in California.

5 7. The entities named in paragraphs 5-6 above (and any DOE entities later named)
6 are the joint employers of PLAINTIFF as evidenced by paycheck, standardized company
7 employment handbooks, by standardized policies and procedures, by the company PLAINTIFF
8 performs work for respectively and are therefore jointly responsible as employers for the
9 conduct alleged herein, and are therefore collectively referred to herein as ("DEFENDANT").

10 8. DEFENDANT owns and operates one of the beverage industry's leading brand
11 activation agencies meant to cultivate marketing strategies for their clients in California.

12 9. PLAINTIFF was employed by DEFENDANT in California from September of
13 2023 to August of 2025. PLAINTIFF was at all times classified by DEFENDANT as a non-
14 exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest
15 periods and payment of minimum and overtime wages due for all time worked.

16 10. PLAINTIFF, and such persons that may be added from time to time who satisfy
17 the requirements and exhaust the administrative procedures under the Private Attorney General
18 Act, brings this Representative Action on behalf of the State of California with respect to all
19 individuals who are or previously were employed by Next Level Marketing, LLC and/or NLM
20 Marketing Services LLC in California, including any employees staffed with Next Level
21 Marketing, LLC and/or NLM Marketing Services LLC by a third party, and classified as non-
22 exempt employees ("AGGRIEVED EMPLOYEES") during the time period of February 18,
23 2025 until a date as determined by the Court (the "PAGA PERIOD").

24 11. PLAINTIFF, on behalf of all AGGRIEVED EMPLOYEES presently or
25 formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative
26 action pursuant to Labor Code § 2699 seeking fixed civil penalties for DEFENDANT's
27 violation of California Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226(a)(8), 226.7,
28

1 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations,
2 Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s). Based
3 upon the foregoing, PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved
4 employees within the meaning of Labor Code § 2699.

5 12. The true names and capacities, whether individual, corporate, subsidiary,
6 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are
7 presently unknown to PLAINTIFF who therefore sues these Defendants by such fictitious
8 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this
9 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when
10 they are ascertained. PLAINTIFF is informed and believes, and based upon that information
11 and belief alleges, that the Defendants named in this Complaint, including DOES 1 through
12 50, inclusive, are responsible in some manner for one or more of the events and happenings
13 that proximately caused the injuries and damages hereinafter alleged.

14 13. The agents, servants and/or employees of the Defendants and each of them
15 acting on behalf of the Defendants acted within the course and scope of his, her or its
16 authority as the agent, servant and/or employee of the Defendants, and personally
17 participated in the conduct alleged herein on behalf of the Defendants with respect to the
18 conduct alleged herein. Consequently, the acts of each Defendant are legally attributable to
19 the other Defendants and all Defendants are jointly and severally liable to PLAINTIFF and
20 all the AGGRIEVED EMPLOYEES, for the loss sustained as a proximate result of the
21 conduct of the Defendants' agents, servants and/or employees.

22 THE CONDUCT

24 14. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT
25 was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all their time
26 worked, meaning the time during which an employee is subject to the control of an
27 employer, including all the time the employee is suffered or permitted to work.
28 DEFENDANT requires PLAINTIFF and the AGGRIEVED EMPLOYEES to work without

1 paying them for all the time they are under DEFENDANT's control. Among other things,
2 DEFENDANT requires PLAINTIFF to work while clocked out during what is supposed to
3 be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by
4 work assignments while clocked out for what should have been PLAINTIFF's off-duty meal
5 break. DEFENDANT, as a matter of established company policy and procedure,
6 administers a uniform practice of rounding the actual time worked and recorded by
7 PLAINTIFF and the AGGRIEVED EMPLOYEES, always to the benefit of DEFENDANT,
8 so that during the course of their employment, PLAINTIFF and the AGGRIEVED
9 EMPLOYEES are paid less than they would have been paid had they been paid for actual
10 recorded time rather than "rounded" time. As a result, PLAINTIFF and the AGGRIEVED
11 EMPLOYEES forfeit minimum wage, overtime wage compensation, and off-duty meal
12 breaks by working without their time being correctly recorded and without compensation at
13 the applicable rates. DEFENDANT's policy and practice not to pay PLAINTIFF and the
14 AGGRIEVED EMPLOYEES for all time worked, is evidenced by DEFENDANT's business
15 records.

16 15. As a result of their rigorous work schedules, PLAINTIFF and the
17 AGGRIEVED EMPLOYEES were from time to time unable to take thirty (30) minute off
18 duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF
19 and the AGGRIEVED EMPLOYEES were required from time to time to perform work as
20 ordered by DEFENDANT for more than five (5) hours during some shifts without receiving
21 a meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFF and
22 AGGRIEVED EMPLOYEES with a second off-duty meal period for some workdays in
23 which these employees were required by DEFENDANT to work ten (10) hours of work.
24 DEFENDANT also engaged in the practice of rounding the meal period times to avoid
25 paying penalties to PLAINTIFF and the AGGRIEVED EMPLOYEES. PLAINTIFF and the
26 AGGRIEVED EMPLOYEES therefore forfeit meal breaks without additional compensation
27 and in accordance with DEFENDANT's corporate policy and practice.
28

1 16. During the PAGA PERIOD, PLAINTIFF and the AGGRIEVED
2 EMPLOYEES were also required from time to time to work in excess of four (4) hours
3 without being provided ten (10) minute rest periods. Further, these employees were denied
4 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2)
5 to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes
6 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,
7 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10)
8 hours or more from time to time. PLAINTIFF and the AGGRIEVED EMPLOYEES were
9 also not provided with one hour wages in lieu thereof. Additionally, the applicable
10 California Wage Order requires employers to provide employees with off-duty rest periods,
11 which the California Supreme Court defined as time during which an employee is relieved
12 from all work related duties and free from employer control. In so doing, the Court held that
13 the requirement under California law that employers authorize and permit all employees to
14 take rest period means that employers must relieve employees of all duties and relinquish
15 control over how employees spend their time which includes control over the locations
16 where employees may take their rest period. Employers cannot impose controls that prohibit
17 an employee from taking a brief walk - five minutes out, five minutes back. Here,
18 DEFENDANT's policy restricted PLAINTIFF and the AGGRIEVED EMPLOYEES from
19 unconstrained walks and is unlawful based on DEFENDANT's rule which states
20 PLAINTIFF and the AGGRIEVED EMPLOYEES cannot leave the work premises during
21 their rest period.

22 17. During the PAGA PERIOD, DEFENDANT failed to accurately record and
23 pay PLAINTIFF and the AGGRIEVED EMPLOYEES for the actual amount of time these
24 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
25 DEFENDANT was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for
26 all time worked, meaning the time during which an employee was subject to the control of
27 an employer, including all the time the employee was permitted or suffered to permit this
28 work. DEFENDANT required these employees to work off the clock without paying them

1 for all the time they were under DEFENDANT's control. As such, DEFENDANT knew or
2 should have known that PLAINTIFF and the AGGRIEVED EMPLOYEES were under
3 compensated for all time worked. As a result, PLAINTIFF and the AGGRIEVED
4 EMPLOYEES forfeited time worked by working without their time being accurately
5 recorded and without compensation at the applicable minimum wage and overtime wage
6 rates. To the extent that the time worked off the clock does not qualify for overtime
7 premium payment, DEFENDANT failed to pay minimum wages for the time worked off-
8 the-clock in violation of Cal. Lab. Code §§ 1194, 1197, and 1197.1.

9 18. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
10 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to
11 show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226
12 provides that every employer shall furnish each of his or her employees with an accurate
13 itemized wage statement in writing showing, among other things, gross wages earned and all
14 applicable hourly rates in effect during the pay period and the corresponding amount of time
15 worked at each hourly rate. PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on
16 an hourly basis. As such, the wage statements should reflect all applicable hourly rates
17 during the pay period and the total hours worked, and the applicable pay period in which the
18 wages were earned pursuant to California Labor Code Section 226(a). The wage statements
19 DEFENDANT provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to
20 identify such information. More specifically, the wage statements failed to identify the
21 accurate total hours worked each pay period. When the hours shown on the wage statements
22 were added up, they did not equal the actual total hours worked during the pay period in
23 violation of Cal. Lab. Code 226(a)(2). Aside, from the violations listed above in this
24 paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that
25 lists all the requirements under California Labor Code 226. As a result, DEFENDANT from
26 time to time provided PLAINTIFF and the AGGRIEVED EMPLOYEES with wage
27 statements which violated Cal. Lab. Code § 226.
28

1 19. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be
2 deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if
3 the wages are paid not more than seven (7) calendar days following the close of the payroll
4 period. Cal. Lab. Code § 210 provides:

5 in [I]n addition to, and entirely independent and apart from, any other penalty provided
6 this article, every person who fails to pay the wages of each employee as provided in
7 Sections. . . .204. . . shall be subject to a civil penalty as follows: (1) For any initial
8 violation, one hundred dollars (\$100) for each failure to pay each employee; (2) 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.

9 20. DEFENDANT from time to time failed to pay PLAINTIFF and the
10 AGGRIEVED EMPLOYEES within seven (7) days of the close of the payroll period in
11 accordance with Cal. Lab. Code § 204(d), including but not limited to the "Hourly" regular
12 wage payments.

13 21. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF
14 and the AGGRIEVED EMPLOYEES their correct wages and accordingly owe waiting time
15 penalties pursuant to Cal. Lab. Code Section 203.

16 22. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
17 PLAINTIFF and the AGGRIEVED EMPLOYEES for required business expenses incurred
18 by the PLAINTIFF and the AGGRIEVED EMPLOYEES in direct consequence of
19 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
20 2802, employers are required to indemnify employees for all expenses incurred in the course
21 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer
22 shall indemnify his or her employee for all necessary expenditures or losses incurred by the
23 employee in direct consequence of the discharge of his or her duties, or of his or her
24 obedience to the directions of the employer, even though unlawful, unless the employee, at
25 the time of obeying the directions, believed them to be unlawful."

26 23. In the course of their employment PLAINTIFF and the AGGRIEVED
27 EMPLOYEES as a business expense, were required by DEFENDANT to use their own
28 personal cellular phones as a result of and in furtherance of their job duties as employees for

1 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost
2 associated with the use of their personal cellular phones for DEFENDANT's benefit.
3 Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were required by
4 DEFENDANT to use their personal cellular phones. As a result, in the course of their
5 employment with DEFENDANT, PLAINTIFF and the AGGRIEVED EMPLOYEES
6 incurred unreimbursed business expenses which included, but were not limited to, costs
7 related to the use of their personal cellular phones all on behalf of and for the benefit of
8 DEFENDANT.

9 24. The employment of PLAINTIFF and some AGGRIEVED EMPLOYEES has
10 terminated and DEFENDANT has not tendered payment of all wages owed as required by
11 law.

12 **JURISDICTION AND VENUE**

13 25. This Court has jurisdiction over this Action pursuant to California Code of
14 Civil Procedure, Section 410.10.

15 26. Venue is proper in this Court pursuant to California Code of Civil Procedure,
16 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and
17 DEFENDANT (i) currently maintains and at all relevant times maintained offices and
18 facilities in this County and/or conducts substantial business in this County, and (ii)
19 committed the wrongful conduct herein alleged in this County against AGGRIEVED
20 EMPLOYEES.

21 **FIRST CAUSE OF ACTION**

22 **For Violation of the Private Attorneys General Act**

23 **[Cal. Lab. Code §§ 2698]**

24 **(By PLAINTIFF and Against All Defendants)**

25 27. PLAINTIFF realleges and incorporates by this reference, as though fully set
26 forth herein, the prior paragraphs of this Complaint.

27 28. PAGA is a mechanism by which the State of California itself can enforce state
28

1 labor laws through the employee suing under the PAGA who do so as the proxy or agent of
2 the state's labor law enforcement agencies. An action to recover civil penalties under
3 PAGA is fundamentally a law enforcement action designed to protect the public and not to
4 benefit private parties. The purpose of the PAGA is not to recover damages or restitution,
5 but to create a means of "deputizing" citizens as private attorneys general to enforce the
6 Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the
7 public interest to allow aggrieved employees, acting as private attorneys general to recover
8 civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA
9 claims cannot be subject to arbitration.

10 29. PLAINTIFF, and such persons that may be added from time to time who
11 satisfy the requirements and exhaust the administrative procedures under the Private
12 Attorney General Act, brings this Representative Action on behalf of the State of California
13 with respect to all individuals who are or previously were employed by Next Level
14 Marketing, LLC and/or NLM Marketing Services LLC in California, including any
15 employees staffed with Next Level Marketing, LLC and/or NLM Marketing Services LLC
16 by a third party, and classified as non-exempt employees ("AGGRIEVED EMPLOYEES")
17 during the time period of February 18, 2025 until a date as determined by the Court (the
18 "PAGA PERIOD").

19 30. On February 18, 2026, PLAINTIFF gave written notice by electronic mail to
20 the Labor and Workforce Development Agency (the "Agency") and by certified mail to the
21 employer of the specific provisions of this code alleged to have been violated as required by
22 Labor Code § 2699.3. See **Exhibit #1**, attached hereto and incorporated by this reference
23 herein. The statutory waiting period for PLAINTIFF to add these allegations to the
24 Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now
25 commence a representative civil action under PAGA pursuant to Section 2699 as the proxy
26 of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

27 31. The policies, acts and practices heretofore described were and are an unlawful
28 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the

1 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly
2 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,
3 (d) failed to pay overtime wages, (e) failed to reimburse employees for required expenses,
4 and (f) failed to provide wages when due, all in violation of the applicable Labor Code
5 sections listed in Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226(a)(8), 226.7, 510, 512,
6 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8,
7 Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s), and thereby gives
8 rise to civil penalties as a result of such conduct.¹ PLAINTIFF hereby seeks recovery of only
9 civil penalties as prescribed by the Labor Code Private Attorney General Act of 2004 as the
10 representative of the State of California for the illegal conduct perpetrated on other
11 AGGRIEVED EMPLOYEES.

12
13 **PRAYER FOR RELIEF**

14 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
15 severally, as follows:

16 1. On behalf of the State of California and with respect to other AGGRIEVED
17 EMPLOYEES:

18 A) Recovery of civil penalties as prescribed by the Labor Code Private
19 Attorneys General Act of 2004; and,

20 B) An award of attorneys' fees and cost of suit, as allowable under the
21 law, including, but not limited to, pursuant to Labor Code §2699.

22 ///

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27 _____
28 ¹Plaintiff specifically excludes and/or does not allege any claims under California Labor
Code §558(a)(3).

1 Dated: June 23, 2026 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
2
3

4 By: /s/ Norman Blumenthal
5 Norman B. Blumenthal
6 Kyle R. Nordrehaug
7 Nicholas J. De Blouw
8 *Attorneys for Plaintiff*
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EXHIBIT 1

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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WRITERS EXT:
1004

February 18, 2026
CA3791

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Next Level Marketing LLC
Certified Mail #9589071052703647148415
ZANGARICOHNCUTHBERTSONDUHL
& GRELO P.C.
59 ELM STREET, SUITE 400, NEW
HAVEN, CT, 06510, United States

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226(a)(8), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of Jennifer Lazorack (“Plaintiff”) and all other Aggrieved Employees of Next Level Marketing, LLC and/or NLM Marketing Services LLC (“Defendant”). “Aggrieved Employees” refers to all individuals who are or previously were employed by Next Level Marketing, LLC and/or NLM Marketing Services LLC in California, including any employees staffed with Next Level Marketing, LLC and/or NLM Marketing Services LLC by a third party, and classified as non-exempt employees during the time period of February 18, 2025 until a date as determined by the Court (“PAGA Period”).

Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff was employed by Defendant in California from September of 2023 to August of 2025. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock as described further below.

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Specifically, Plaintiff was employed by Defendant as a brand ambassador from September of 2023 to August of 2025 working several events in the San Francisco area. Plaintiff performed her job duties consisting of working all Tito's Vodka events at various locations such as golf tournaments, festivals, and any other special events. Plaintiff set up and took down tents, tables, displays and served all people who came to her table. These events would last several hours. Once the event was over, Plaintiff drafted summaries of what took place, how much product was sold, how many drinks were served, what was the opening and closing inventory, and detailed anything else needed. As a result of this and the time consuming work of Plaintiff and other Aggrieved Employees, Plaintiff and other Aggrieved Employees were subjected to numerous violations during their employment with Defendant.

First, Plaintiff was regularly unable to take rest breaks and took many of her meal breaks late, after the 5th hour of work as a result of her strenuous job duties in violation of Cal. Labor Codes Section 226.7, 512 & 1198. Plaintiff was regularly unable to take meal or rest breaks due to a constant flow of people coming to her event space that she needed to attend to. She couldn't stop serving people just to take a meal or rest break forcing her to work through them as Defendant provided to other employees to cover her work. Even if Plaintiff had time to take a meal or rest break, there was rarely anybody else who could relieve her and take her place. This made it more difficult for Plaintiff to take her meal and rest breaks. Even though Defendant was aware of these issues surrounding Plaintiff's inability to take the legally required meal and rest breaks, Defendant did not pay Plaintiff any meal or rest break penalties. Attached as **Exhibit #1** is the true and correct copy of Plaintiff's wage statement for the pay period from June 30, 2025 to July 13, 2025 showing no rest break premiums paid and no meal break premiums paid by Defendant for the year to date of 2025.

Further, as a result of Plaintiff's job duties, there were also times when Plaintiff, performed her job duties while off the clock. There were many instances where events would go longer than expected. For example, Plaintiff would be asked to work an eight (8) hour event. But that event would run long and last ten (10) hours. Plaintiff would continue her job duties mentioned above of working events and would work on her summaries during those additional hours she worked off the clock. However, Plaintiff was not compensated for any of this off the clock work. These actions above resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197, 1197.1, & 1198. Further, in violation of Labor Code §§ 204 and 210, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages, including the meal and rest break penalties described above.

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Additionally, Plaintiff alleges that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the proper overtime/minimum/and meal and rest break premium wages earned which the pay stubs did not. Defendant knowingly and intentionally failed to include all applicable rates and hours worked and the correct wages owed in violation of Cal. Lab. Code 226(a).

Further, California Labor Code 226(a)(8) requires that an employer's itemized wage statement includes the correct name and address of the legal entity of the employer. The wage statements failed to list the correct legal name of the entity that employed Plaintiff and other Aggrieved Employees in violation of Cal. Lab. Code 226(a)(8).

Plaintiff was also not reimbursed for business related expenses that she incurred as a result of her job duties for Defendant in violation of Cal. Lab. Code Section 2802. For example, there were many instances where she had to use her personal cell phone. Plaintiff used her personal cell phone to draft summaries of events on an app, take pictures and videos to send to managers, and talk to managers and co-workers. Yet, Plaintiff was not reimbursed for the reasonable expenses incurred on her cell phone in violations of Labor Code Section 2802.

Further, as described in detail in this notice, Defendant failed to pay all wages and premiums owed to Plaintiff and Aggrieved Employees during their employment and also failed to timely pay those amounts due and earned to departing employees upon separation of employment in violation of California Labor Code Sections 201-204. Defendant also failed to pay the waiting time penalties owed to Plaintiff and other Aggrieved Employees that stemmed from the non-payment of wages and premiums owed based on the allegations above. Said conduct, in addition to the foregoing, violates Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699. The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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If you have any questions or concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ Nicholas De Blouw

Nicholas De Blouw, Esq.

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**WRITERS E-MAIL:
nick@bamlawca.com**

**WRITERS EXT:
1004**

**February 18, 2026
CA3791**

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

**Labor and Workforce Development Agency
Online Filing**

**NLM Marketing Services LLC
Certified Mail #9589071052703647148422
ZANGARICOHNCUTHBERTSONDUHL
& GRELO P.C.
59 ELM STREET, SUITE 400, NEW
HAVEN, CT, 06510, United States**

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226(a)(8), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of Jennifer Lazorack (“Plaintiff”) and all other Aggrieved Employees of Next Level Marketing, LLC and/or NLM Marketing Services LLC (“Defendant”). “Aggrieved Employees” refers to all individuals who are or previously were employed by Next Level Marketing, LLC and/or NLM Marketing Services LLC in California, including any employees staffed with Next Level Marketing, LLC and/or NLM Marketing Services LLC by a third party, and classified as non-exempt employees during the time period of February 18, 2025 until a date as determined by the Court (“PAGA Period”).

Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff was employed by Defendant in California from September of 2023 to August of 2025. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock as described further below.

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Specifically, Plaintiff was employed by Defendant as a brand ambassador from September of 2023 to August of 2025 working several events in the San Francisco area. Plaintiff performed her job duties consisting of working all Tito's Vodka events at various locations such as golf tournaments, festivals, and any other special events. Plaintiff set up and took down tents, tables, displays and served all people who came to her table. These events would last several hours. Once the event was over, Plaintiff drafted summaries of what took place, how much product was sold, how many drinks were served, what was the opening and closing inventory, and detailed anything else needed. As a result of this and the time consuming work of Plaintiff and other Aggrieved Employees, Plaintiff and other Aggrieved Employees were subjected to numerous violations during their employment with Defendant.

First, Plaintiff was regularly unable to take rest breaks and took many of her meal breaks late, after the 5th hour of work as a result of her strenuous job duties in violation of Cal. Labor Codes Section 226.7, 512 & 1198. Plaintiff was regularly unable to take meal or rest breaks due to a constant flow of people coming to her event space that she needed to attend to. She couldn't stop serving people just to take a meal or rest break forcing her to work through them as Defendant provided to other employees to cover her work. Even if Plaintiff had time to take a meal or rest break, there was rarely anybody else who could relieve her and take her place. This made it more difficult for Plaintiff to take her meal and rest breaks. Even though Defendant was aware of these issues surrounding Plaintiff's inability to take the legally required meal and rest breaks, Defendant did not pay Plaintiff any meal or rest break penalties. Attached as **Exhibit #1** is the true and correct copy of Plaintiff's wage statement for the pay period from June 30, 2025 to July 13, 2025 showing no rest break premiums paid and no meal break premiums paid by Defendant for the year to date of 2025.

Further, as a result of Plaintiff's job duties, there were also times when Plaintiff, performed her job duties while off the clock. There were many instances where events would go longer than expected. For example, Plaintiff would be asked to work an eight (8) hour event. But that event would run long and last ten (10) hours. Plaintiff would continue her job duties mentioned above of working events and would work on her summaries during those additional hours she worked off the clock. However, Plaintiff was not compensated for any of this off the clock work. These actions above resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197, 1197.1, & 1198. Further, in violation of Labor Code §§ 204 and 210, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages, including the meal and rest break penalties described above.

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Additionally, Plaintiff alleges that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the proper overtime/minimum/and meal and rest break premium wages earned which the pay stubs did not. Defendant knowingly and intentionally failed to include all applicable rates and hours worked and the correct wages owed in violation of Cal. Lab. Code 226(a).

Further, California Labor Code 226(a)(8) requires that an employer's itemized wage statement includes the correct name and address of the legal entity of the employer. The wage statements failed to list the correct legal name of the entity that employed Plaintiff and other Aggrieved Employees in violation of Cal. Lab. Code 226(a)(8).

Plaintiff was also not reimbursed for business related expenses that she incurred as a result of her job duties for Defendant in violation of Cal. Lab. Code Section 2802. For example, there were many instances where she had to use her personal cell phone. Plaintiff used her personal cell phone to draft summaries of events on an app, take pictures and videos to send to managers, and talk to managers and co-workers. Yet, Plaintiff was not reimbursed for the reasonable expenses incurred on her cell phone in violations of Labor Code Section 2802.

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If you have any questions or concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ Nicholas De Blouw

Nicholas De Blouw, Esq.

EXHIBIT #1

Pay Summary: 2025 - 29 - 1

This summary is a record of a payment issued and not an image of the actual pay statement.

Next Level Marketing
55 Post Road West
2nd Floor
Westport, CT 06880

Jennifer Lazorack

Period Beginning Date 6/30/2025 Pay Date 7/18/2025 Co. BC2 Clock Home Dept

Period Ending Date 7/13/2025 WGPS Advance Pay Date File # 003803 Number 85574138

Gross Pay \$ 1,345.00

Regular	Rate: 30.0000	Hours: 31.50	\$ 945.00
Other (field 3)			\$ 400.00

Total Hours Worked: 31.5

Basis of Pay: HOURLY

Taxes \$ 216.20

Federal Income Tax		\$ 76.46
Social Security		\$ 83.39
Medicare		\$ 19.50
State Worked In: California	Code: CA	\$ 20.71
SUI/SDI: California (Taxing)	Code: 75	\$ 16.14

Deductions \$ 0.00

Take Home \$ 1,128.80