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

MIGUEL FIGUEROA,

Plaintiff,

vs.

EMCOD, INC.; SCOTT DRUCKER; and
DOES 1 to 25, inclusive

Defendants.

CASE NO.: **21STCV43225****COMPLAINT FOR DAMAGES FOR:**

- 1) FAILURE TO COMPENSATE FOR ALL HOURS WORKED;**
- 2) FAILURE TO PAY MINIMUM WAGES;**
- 3) FAILURE TO PAY OVERTIME;**
- 4) FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS;**
- 5) FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS;**
- 6) FAILURE TO PAY WAGES OWED EVERY PAY PERIOD;**
- 7) VIOLATION OF LABOR CODE SECTION 558;**
- 8) FAILURE TO MAINTAIN ACCURATE RECORDS;**
- 9) FAILURE TO PROVIDE REST BREAKS;**
- 10) FAILURE TO PROVIDE MEAL BREAKS;**
- 11) PRIVATE ATTORNEYS GENERAL ACT ("PAGA")**
- 12) FAILURE TO REIMBURSE BUSINESS EXPENSES;**
- 13) VIOLATION OF LABOR CODE SECTION 1102.5;**
- 14) WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY;**
- 15) VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION**

1) 17200
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JURY TRIAL DEMANDED

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8 COMES NOW Plaintiff MIGUEL FIGUEROA (hereinafter "Plaintiff"), and alleges as
9 follows:

10 **PARTIES, JURISDICTION, and VENUE**

11 1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the
12 County of Los Angeles in this judicial district because Defendants EMCOD, INC.; SCOTT
13 DRUCKER; and DOES 1 to 25, inclusive, (hereinafter collectively known as "Defendants" or
14 "EMCOD"), do business in the County of Los Angeles, and because Defendants' obligations
15 and liabilities arise therein, and because the work that was performed by Plaintiff in the County
16 of Los Angeles is the subject of this action. Moreover, Plaintiff's damages sought herein
17 exceed \$25,000.

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19 2. Plaintiff is a male resident of the County of Los Angeles, State of California.

20 3. Plaintiff is informed and believes that at all times herein mentioned, Defendant
21 EMCOD, INC. is a California Corporation, doing business in the County of Los Angeles, State
22 of California, and which employed Plaintiff.

23 4. Defendant SCOTT DRUCKER is an individual, who at all relevant times and on
24 information and belief resided in the State of California. Plaintiff is informed and believes that
25 Defendant SCOTT DRUCKER was acting on behalf of and was the managing agent and owner
26 of EMCOD, INC. Plaintiff is informed and believes and thereon alleges that SCOTT
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1 DRUCKER controlled the wages, hours and working conditions of Plaintiff and other
2 aggrieved employees and is being included in this lawsuit pursuant to Labor Code Section
3 558.1.

4 5. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or
5 associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues
6 them by these fictitious names. Plaintiff is informed and believes that each of the DOE
7 defendants, numbers 1 to 25, reside in the State of California and are in some manner
8 responsible for the conduct alleged herein. Upon discovering the true names and capacities of
9 these fictitiously named defendants, Plaintiff will amend this complaint to show the true names
10 and capacities of these fictitiously named defendants.

11 6. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of
12 that information and belief, alleges that at all times herein mentioned, each of the remaining
13 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
14 under the authority of their agency, employment, or representative capacity, with the consent
15 of his/her codefendants.

16 **GENERAL ALLEGATIONS**

17 7. Plaintiff started working for EMCOD approximately 4 years ago. Plaintiff's
18 employment ended on or around late January 2021.

19 8. Plaintiff was the "warehouse manager" and was classified as an hourly, non-exempt
20 employee and earned \$19 per hour. Plaintiff and others were paid biweekly. Despite a verbal
21 promise by owner, Mr. Drucker to provide Plaintiff a \$2 raise for the business moving to
22 Moorpark, Plaintiff was never given such a raise.

23 9. EMCOD has committed numerous labor code violations against Plaintiff and other
24 hourly, non-exempt employees.

25 10. EMCOD did not provide Plaintiff and other aggrieved employees with compensation for
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1 all hours worked and did not pay Plaintiff and others the minimum wages to which they were
2 entitled for work performed “off the clock” pursuant to California Labor Code sections 1194,
3 1197 and 1197.1. This is so because Plaintiff and other aggrieved employees routinely worked
4 “off the clock” every single day in cleaning up, closing shop, or going into work early to drop
5 off packages. Furthermore, Plaintiff would go in on weekends to do work completely “off the
6 clock”. Plaintiff would also use his personal cell phone to handle calls from Mexico from vendors
7 and clients. Management unequivocally knew that Plaintiff and others were working “off the
8 clock” but did not make sure that Plaintiff and others were properly compensated. Furthermore,
9 EMCOD had a policy of rounding down the hours worked by Plaintiff and other aggrieved
10 employees which translated to Plaintiff and others not being paid for all hours worked, including
11 minimum wages. In addition, management would at times manually change employees’ working
12 hours on the timeclock system.

13 11. EMCOD also violated Labor Code §510 because it failed to pay Plaintiff and other
14 similarly situated aggrieved employees overtime, even though they worked more than 8 hours
15 per day and/or 40 hours per week throughout their employment. Plaintiff and other similarly
16 situated aggrieved employees worked more than 8 hours per day and/or 40 hours per week,
17 however, they were not compensated for their overtime hours due to being forced to clock out
18 and continue working “off the clock” as described above. Moreover, when Plaintiff worked on
19 the weekends, he was paid cash, but did not actually receive overtime pay. As such, the company
20 paid workers cash instead of actually paying employees overtime and reporting it on their
21 paystubs.

22 12. EMCOD violated Labor Code §§ 512 and 226.7 as well as the applicable Industrial
23 Welfare Commission (IWC) Wage Order (no. 1 or 4) because it failed to provide Plaintiff and
24 other similarly situated aggrieved employees the requisite 30-minute, uninterrupted meal periods
25 for every five (5) hours of work throughout their employment, and Plaintiff did not validly waive
26 said meal periods. EMCOD did not completely relieve Plaintiffs of all duties during said meal
27 periods. EMCOD did not pay to Plaintiff one additional hour of pay at Plaintiff’s regular rate of
28 compensation for each workday that one or more statutory meal periods was not provided. There

1 were many occasions wherein Plaintiff's and others' meal periods would be late and after the 5th
2 hour worked. Moreover, it was common for Plaintiff's meal periods to be interrupted due to
3 having drop-offs during lunch (trucks dropping off pallets) and having to go unload and then
4 come back to resume eating. As such, Plaintiff and others did not receive timely, uninterrupted
5 meal breaks BEFORE the 5th hour worked wherein, they were relieved of all work duty. The
6 environment and culture at EMCOD did not lend itself to Plaintiff and others receiving consistent
7 statutory meal breaks.

8 13. EMCOD violated Labor Code § 226.7 as well as the applicable IWC Wage Order (no. 1
9 or 4) because it failed to provide Plaintiff and other similarly situated aggrieved employees 10-
10 minute rest periods for every four hours of work, or majority portion thereof, throughout their
11 employment. EMCOD did not completely relieve Plaintiff of all duty during said rest periods.
12 EMCOD did not pay to Plaintiff one additional hour of pay at Plaintiff's regular rate of
13 compensation for each workday that one or more statutory rest periods was not provided. It was
14 not company policy and not part of the company culture for employees such as Plaintiff and
15 others to take rest breaks. As such, the culture at EMCOD did not lend itself to the employees
16 receiving statutory breaks wherein they were relieved of all work duties. It was the normal
17 practice and custom of EMCOD not to authorize, permit, and enforce statutory rest periods.
18 Moreover, Plaintiff would not be able to take rest breaks as he could not leave the warehouse
19 unattended. As such, the environment and culture at EMCOD was not conducive to receiving
20 statutory rest breaks under California law.

21 14. Furthermore, during the relevant time period, EMCOD failed to pay Plaintiff and other
22 similarly situated aggrieved employees all wages due to them within any time period specified
23 by California Labor Code section 204.

24 15. EMCOD was also in violation of California Labor Code section 226(a) by failing to
25 include pertinent information on the wage statements, including but not limited to, all applicable
26 hourly rates, the correct name and address of the employing legal entity, the employee's
27 identifying information, the correct start and end of the pay period, all hours worked, overtime
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1 hours worked, correct overtime pay, gross wages earned, premium pay for missed meal and rest
2 breaks, all deductions, net wages earned, and reimbursement for business expenses, among
3 others. As such, EMCOD did not provide Plaintiff and other similarly situated aggrieved
4 employees with complete, accurate itemized wage statements.

5 16. EMCOD violated Labor Code § 203 because it willfully failed to pay Plaintiff and other
6 similarly situated aggrieved employees earned and due wages upon separation of employment,
7 either immediately upon involuntary termination, or within 72 hours of resignation. After
8 Plaintiff and others stopped working at EMCOD and after their employment with EMCOD
9 ended, EMCOD failed and refused to pay all wages earned and due immediately upon separation.
10 These earned but unpaid wages include the unpaid minimum wages/compensation for all hours
11 worked, overtime, premium pay for missed meal and rest breaks, and business expense
12 reimbursement, among others.

13 17. During the relevant time period, EMCOD also failed to keep accurate and complete
14 payroll records showing the correct wages paid and all hours worked to Plaintiff and other
15 aggrieved employees, pursuant to California Labor Code sections 1174(d).

16 18. During the relevant time period, Plaintiff and other aggrieved employees incurred
17 necessary, business-related expenses and costs that were not reimbursed by EMCOD. These
18 costs include, but are not limited to, the use of their personal cell phones for work purposes and
19 mileage reimbursement as Plaintiff often used his personal vehicle to drop off packages. Plaintiff
20 would also purchase tools for the other workers, including blades, gloves, spray cans, acetone,
21 and other similar items, but was not reimbursed. Accordingly, EMCOD was in violation of
22 California Labor Code sections 2800 and 2802.

23 19. Additionally, Plaintiff was retaliated against and eventually terminated in violation of
24 Labor Code Section 1102.5 and in violation of public policy for complaining about illegal
25 conduct at the workplace, including a co-worker threatening Plaintiff. A few days before Plaintiff
26 was terminated for alleged attendance/tardiness issues (for which Plaintiff had not been written
27 up or reprimanded in a very long time), Plaintiff complained to owner Scott Drucker regarding
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1 an incident wherein Assistant Quality Control Manager, “Chris”, screamed in Plaintiff’s face,
2 threatened Plaintiff, and tried to assault Plaintiff by throwing a 15 lb. metal transformer at
3 Plaintiff, which struck the ground and just missed Plaintiff. After Plaintiff filed his complaint,
4 he was subsequently terminated for the pretextual reason of attendance/tardiness issues.

5 20. Additionally, Mr. Drucker was well aware that Plaintiff had been injured on the job and
6 told him to “tough it out”, ignoring Plaintiff’s complaints of injuries. Employees, including
7 Plaintiff, oftentimes had to carry boxes with transformers in them (there are about 20-25
8 transformers in each box, so they weigh a decent amount) and Plaintiff had pulled a muscle and
9 had a groin strain while lifting one of the boxes. Plaintiff had complained to Mr. Drucker that he
10 had injured himself on-the-job, to which Mr. Drucker responded with the phrase, “tough it out.”
11 EMCOD fired Plaintiff following his complaints about his co-worker and following his
12 complaints about his on-the-job injury, which would have entitled Plaintiff to worker’s
13 compensation.

14 21. Moreover, EMCOD failed to provide sick pay pursuant to Labor Code section 246 and
15 also failed to provide Worker’s Compensation coverage for Plaintiff and other aggrieved
16 employees in violation of Labor Code Section 3700.5.

17 **FIRST CAUSE OF ACTION**

18 **FAILURE TO COMPENSATE FOR ALL HOURS WORKED**

19 **(California Industrial Welfare Commission Order 4-2001/1-2001, California Code of**
20 **Regulations Title 8 Section 11040/11010, and California Labor Code Section 1198)**

21 **(Plaintiff against all named defendants and all DOE defendants)**

22 22. Plaintiff re-alleges and incorporates by reference each and every allegation in
23 paragraphs 1 through 21, inclusive, of this Complaint as though fully set forth herein.

24 23. At all times relevant herein, Defendants were required to compensate its employees for
25 all hours worked upon reporting for work at the appointed time stated by the employer
26 pursuant to Industrial Welfare Commission Order 4-2001, California Code of Regulations,
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1 Title 8, Section 11040 and/or Industrial Welfare Commission Order 1-2001, California Code of
2 Regulations, Title 8, Section 11010.

3 24. For the three (3) years preceding filing of this action, Defendants failed to compensate
4 Plaintiff for all hours worked.

5 25. Under the aforementioned wage order and regulations, Plaintiff is to recover
6 compensation for all hours worked but not paid by Defendants for the three (3) years
7 preceding the filing of this Complaint.

8 26. As a proximate result of the aforementioned violations, Plaintiff has been damaged in
9 an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of
10 this Court.

11 27. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and
12 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is
13 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus
14 reasonable attorney's fees and costs of suit.

15 28. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
16 along with any allowable interest, penalties, attorney's fees, and costs which will equal an
17 amount known to Plaintiff once he has obtained all of his payroll records from
18 Defendants.

19 **SECOND CAUSE OF ACTION**

20 **FAILURE TO PAY MINIMUM WAGES**

21 **(California Labor Code Sections 1194, 1194.2, 1197)**

22 **(Plaintiff against all named defendants and all DOE defendants)**

23 29. Plaintiff re-alleges and incorporates by reference each and every allegation in
24 paragraphs 1 through 28, inclusive, of this Complaint as though fully set forth herein.

25 30. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer
26 to suffer or permit a California employee to work without paying wages at the minimum wage
27 rate for all hours worked as required by the applicable Industrial Welfare Commission
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1 (hereinafter "IWC") Wage Order No. 4-2001, codified at California Code of Regulations, Title
2 8, Section 11040, subdivision 4 and/or Wage Order No. 1-2001, codified at California Code of
3 Regulations, Title 8, Section 11010, subdivision 4.

4 31. Pursuant to IWC Wage Order no. 4-2001 and/or 1-2001, subdivision 2(K)/2(G), at all
5 relevant times, "hours worked" included "the time during which an employee is subject to the
6 control of an employer, and includes all the time the employee is suffered or permitted to work,
7 whether or not required to do so..."

8 32. During his employment, Plaintiff was regularly required as a matter of uniform
9 policy and practice to work, and in fact worked, as an employee of Defendants and Plaintiff
10 was paid less than the minimum wage rate by Defendants for hours worked in violation of
11 California Labor Code Section 1197 and the applicable California Industrial Wage
12 Commission wage order(s).

13 33. Plaintiff was, at all relevant times, under the control of Defendants and suffered or
14 permitted to work by Defendants. Defendants' acts or omissions in failing to adequately
15 compensate Plaintiff were not in good faith nor were there reasonable grounds for Defendants
16 to believe that their acts or omissions were not contrary to California law.

17 34. For all hours worked by Plaintiff for which he was paid less than the minimum wage
18 rate by Defendants, Plaintiff is entitled to not less than the applicable California minimum
19 wage rate and, pursuant to Labor Code Section 1194.2(a), liquidated damages in an amount
20 equal to unpaid minimum wages and interests thereon. Pursuant to Labor Code Section 1194,
21 Plaintiff is also entitled to attorney's fees, costs and interests according to proof.

22 35. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
23 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
24 trial.

25 **THIRD CAUSE OF ACTION**

26 **FAILURE TO PAY OVERTIME**

27 **(California Industrial Welfare Commission Order 4-2001/1-2001, California Code of**
28 **Regulations Title 8 Section 11040/11010)**

(Plaintiff against all named defendants and all DOE defendants)

36. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 35, inclusive, of this Complaint as though fully set forth herein.

37. Pursuant to Industrial Welfare Commission Order No. 4-2001, California Code of Regulations, Title 8, Section 11040 and/or Industrial Welfare Commission Order No. 1-2001, California Code of Regulations, Title 8, Section 11010, for the period of Plaintiff's employment, Defendants were required to compensate Plaintiff for all overtime, which is calculated at one and one-half (1.5) times the regular rate of pay for hours worked in excess of eight (8) in a day or forty (40) hours in a week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12) hours in a day or hours worked in excess of eight (8) on the seventh consecutive workday in a week.

38. Plaintiff was a non-exempt employee entitled to the protections of the California Industrial Welfare Commission Order No. 4-2001, California Code of Regulations, Title 8, Section 11040 and/or California Industrial Welfare Commission Order No. 1-2001, California Code of Regulations, Title 8, Section 11010.

39. Plaintiff worked more than eight (8) hours in a single workday or forty (40) hours in a single workweek on numerous occasions.

40. Plaintiff worked more than twelve (12) hours in a single workday.

41. Plaintiff was entitled to the above overtime premiums.

42. Defendants did not pay Plaintiff premium wages of at least one and one-half times Plaintiff's regular rate of pay for hours worked past eight (8) in a day.

43. Defendants did not pay Plaintiff premium wages of at least one and one-half times Plaintiff's regular rate of pay for hours worked past forty (40) in a week.

44. Defendants did not pay Plaintiff premium wages of at least two times Plaintiff's regular rate of pay for hours worked past twelve (12) in a day.

45. Plaintiff worked at least one pay period in which he was not properly paid overtime within the three (3) years prior to the initiation of this lawsuit.

1 46. Defendants know or should know the actual dates of overtime worked, the amount of
2 overtime worked, and the amount of unpaid overtime due.

3 47. As a proximate result of Defendants' violations, Plaintiff has been damaged in an
4 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
5 Court.

6 48. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
7 Regulations, Title 8, Sections 11040 and/or 11010 , Plaintiff is entitled to recover damages for
8 the nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
9 reasonable attorney's fees and costs of suit.

10 49. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
11 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
12 trial.

13 **FOURTH CAUSE OF ACTION**

14 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

15 **(California Labor Code Section 226)**

16 **(Plaintiff against all named defendants and all DOE defendants)**

17 50. Plaintiff re-alleges and incorporates by reference each and every allegation in
18 paragraphs 1 through 49, inclusive, of this Complaint as though fully set forth herein.

19 51. Pursuant to California Labor Code Section 226, every employer must furnish each
20 employee an itemized statement of wages and deductions at the time of payment of wages.

21 52. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs
22 that accurately reflected all information required by Labor Code Section 226, including but not
23 limited to, accurate figures for gross wages earned, net wages earned, total hours worked by
24 the employee (regular and overtime), all deductions, premium pay for missed rest breaks
25 and meal breaks, correct employee identifying information, the correct start and end of the pay
26 period, all applicable hourly rates, correct legal name and address of the employer, and
27 business expense reimbursement. Therefore, Defendants failed to maintain and provide
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1 accurate itemized wage statements to Plaintiff in accordance with California Labor Code
2 Section 226(a).

3 53. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the
4 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
5 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay
6 period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and
7 reasonable attorney's fees. Plaintiff only claims damages under this cause of action pursuant to
8 the 1-year period immediately preceding the date this lawsuit was filed.

9 54. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
10 sustained damages, including loss of earnings, in an amount to be established at trial. As a
11 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
12 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs
13 and attorney's fees pursuant to statute.

14 55. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
15 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
16 trial.

17 **FIFTH CAUSE OF ACTION**

18 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

19 **(California Labor Code Sections 201, 203)**

20 **(Plaintiff against all named defendants and all DOE defendants)**

21 56. Plaintiff re-alleges and incorporates by reference each and every allegation in
22 paragraphs 1 through 55, inclusive, of this Complaint as though fully set forth herein.

23 57. Pursuant to California Labor Code Section 201(a), an employer who discharges an
24 employee must immediately pay for all compensation due and owing.

25 58. Pursuant to California Labor Code Section 202, when an employee resigns, the
26 employer must pay all compensation due and owing within 72 hours of resignation, or on the
27 employee's last day of work, if the employee gives more than 72 hours notice of resignation.
28

1 59. Pursuant to California Labor Code Section 203, if an employer willfully fails to pay,
2 without abatement or reduction, any wages of an employee whose employment ends, the wages
3 of the employee shall continue as a penalty from the due date at the same rate until paid or until
4 an action is commenced; however, the wages shall not continue for more than 30 days for
5 failure to pay an employee owed wages.

6 60. After Plaintiff's employment with Defendants ended, Defendants willfully refused and
7 continue to refuse to pay him unpaid wages as required by Labor Code Section 203.

8 61. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
9 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
10 trial. Moreover, Plaintiff prays for the above-mentioned money from 3 years immediately
11 preceding the filing of this lawsuit.

12 62. Under this cause of action, Plaintiff also prays for attorney's fees and costs under
13 California Labor Code Section 218.5 for time spent pursuing the non-payment of wages as set
14 forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.

15 63. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
16 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
17 trial.

18 **SIXTH CAUSE OF ACTION**

19 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

20 **(California Labor Code Section 204)**

21 **(Plaintiff against all named defendants and all DOE defendants)**

22 64. Plaintiff re-alleges and incorporates by reference each and every allegation in
23 paragraphs 1 through 63, inclusive, of this Complaint as though fully set forth herein.

24 65. California Labor Code Section 204 establishes the fundamental right of all employees
25 in the State of California to be paid wages in a timely fashion for their work.

26 66. At all times relevant during the liability period, Defendants failed to pay Plaintiff the
27 full amount of all owed wages when due as required by California Labor Code Section 204.
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1 67. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is
2 informed, believes, and thereon alleges, that all times relevant during the liability period,
3 Defendants maintained a policy or practice of not paying Plaintiff wages for all hours worked,
4 including overtime hours and the minimum wage as well as premiums for missed rest breaks
5 and meal breaks.

6 68. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an
7 amount, subject to proof, to the extent he was not paid all wages each pay period. The precise
8 amount of unpaid wages is not presently known to Plaintiff but can be determined directly
9 from Defendants' records or indirectly based on information from Defendants' records.

10 69. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
11 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
12 trial.

13 **SEVENTH CAUSE OF ACTION**

14 **VIOLATION OF LABOR CODE SECTION 558**

15 **(California Labor Code Section 558)**

16 **(Plaintiff against all named defendants and all DOE defendants)**

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18 70. Plaintiff re-alleges and incorporates by reference each and every allegation in
19 paragraphs 1 through 69, inclusive, of this Complaint as though fully set forth herein.

20 71. California Labor Code Section 558 states that any person acting on behalf of an
21 employer who violates, or causes to be violated, a section of this chapter or any provision
22 regulating hours and days of work in any order of the Industrial Welfare Commission shall be
23 subject to a civil penalty for any initial violation, fifty dollars (\$50) for each underpaid
24 employee for each pay period for which the employee was underpaid in addition to an amount
25 sufficient to recover underpaid wages. The civil penalty for each subsequent violation is one
26 hundred dollars (\$100) for each underpaid employee for each pay period for which the
27 employee was underpaid in addition to an amount sufficient to recover underpaid wages.
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1 Plaintiff claims penalties for five (5) years immediately preceding the date this lawsuit was
2 filed.

3 72. Plaintiff hereby alleges that named Defendants violated Labor Code Section 558.

4 Thus, Defendants are subject to civil penalties under the following laws:

- 5 a. California Labor Code Section 558. Defendants failed to pay Plaintiff regular and
6 overtime wages for overtime hours worked. As such, Defendants violated Section
7 558 under which penalties are due. Plaintiff therefore prays for penalties of \$50.00
8 for the first pay period and \$100.00 for each subsequent violation for each pay
9 period for which Plaintiff was underpaid in addition to an amount sufficient to
10 recover underpaid wages.
- 11 b. California Labor Code Section 218.5 for recovery of costs and attorney's fees for
12 relief associated with Plaintiff's prosecution of this cause of action under California
13 Labor Code Sections 200, et seq. Defendants knowingly violated labor laws by not
14 paying Plaintiff for his overtime hours worked and for all hours worked.
- 15 c. California Labor Code Section 211 and 218.5 for recovery of costs and attorney's
16 fees for relief associated with Plaintiff's prosecution of this cause of action under
17 California Labor Code Sections 200, et seq.

18 73. Under this cause of action, Plaintiff prays for all penalties and pay otherwise due
19 under the statutes, regulations, and wage orders alleged in this cause of action along with any
20 allowable interest, penalties, attorney's fees, and costs according to proof at trial.

21 74. Plaintiff also prays for Labor Code Section 211 and 218.5 recovery of costs an
22 attorney's fees for the time Plaintiff's attorney spent prosecuting this cause of action.
23

24 **EIGHTH CAUSE OF ACTION**

25 **FAILURE TO MAINTAIN ACCURATE RECORDS**

26 **(California Labor Code Section 1174(d))**

27 **(Plaintiff against all named defendants and all DOE defendants)**
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1 75. Plaintiff re-alleges and incorporates by reference each and every allegation in
2 paragraphs 1 through 74, inclusive, of this Complaint as though fully set forth herein.

3 76. Labor Code section 1174(d) requires that employers, including Defendants, maintain
4 accurate records showing the hours worked daily by its employees and to whom wages were
5 paid.

6 77. Additionally, the "Records" section of the applicable IWC Wage Order obligates the
7 employer, including Defendants, to keep accurate information with respect to each one of their
8 employees including, but not limited to, the total wages paid each payroll period, and time
9 records showing when the employee begins and ends each work period, meal periods, split
10 shift intervals; the total daily hours worked; the total hours worked in the payroll period, and
11 the applicable rates of pay.

12 78. Pursuant to Labor Code section 1174.5, any person employing labor who willfully fails
13 to maintain accurate and complete records required by Labor Code section 1174(d) is subject
14 to a penalty. On information and belief, Defendants intentionally failed to maintain accurate
15 records of Plaintiff's total daily hours, the total hours worked in the payroll period, the
16 applicable rates of pay, and total wages earned for the payroll period.

17 79. As a direct result of Defendants' violations alleged herein, Plaintiff has suffered and
18 continues to suffer substantial losses related to Defendants' failure to record and maintain
19 records of meal and rest periods as well as time records.

20 80. Plaintiff seeks all available remedies for Defendants' violations including, but not
21 limited penalties, and costs to the extent permitted by law and according to proof at trial.

22 **NINTH CAUSE OF ACTION**

23 **FAILURE TO GIVE REST BREAKS**

24 **(Plaintiff against all named defendants and all DOE defendants)**

25 81. Plaintiff re-alleges and incorporates by reference each and every allegation in
26 paragraphs 1 through 80, inclusive, of this Complaint as though fully set forth herein.

27 82. Plaintiff brings this cause of action under the following laws, for the following reasons:
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- 1 a. Title 8 of the California Code of Regulations Sections 11040(12)(A) and/or
2 11010(12)(A), which provide that every employer shall authorize and permit all
3 employees to take rest periods, which insofar as practicable shall be in the middle of
4 each work period. The authorized rest period time shall be based on the total hours
5 worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major
6 fraction thereof;
- 7 b. Title 8 of the California Code of Regulations Sections 11040(12)(B) and/or
8 11010(12)(B), which provides that if an employer fails to provide an employee a
9 rest period in accordance with the applicable provisions of this order, the employer
10 shall pay the employee one (1) hour of pay at employee's regular rate of
11 compensation for each workday that the rest period is not provided;
- 12 c. Title 8 of the California Code of Regulations sections 11040(20)(A) and/or
13 11010(20)(A), which penalizes the employer \$50.00 for each initial violation, per
14 employee, of any provision of the Wage Order, and \$100.00 for each additional
15 violation thereafter per employee; and
- 16 d. California Labor Code section 226.7, which states that (a) no employer shall require
17 any employee to work during any rest period mandated by an applicable order of
18 the Industrial Welfare Commission, and (b) if an employer fails to provide an
19 employee a rest period in accordance with an applicable order of the Industrial
20 Welfare Commission, the employer shall pay the employee one (1) additional hour
21 of pay at employee's regular rate of compensation for each work day that the rest
22 period is not provided.

23 83. Plaintiff alleges that he was not authorized and permitted to take a ten (10) minute
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1 rest break after every four (4) hours of work or major fraction thereof, as required by California
2 law.

3 84. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
4 regulations, and wage orders alleged in this cause of action along with any allowable interest,
5 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
6 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

7 85. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
8 fees as well as interest under Labor Code section 218.6.

9 86. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
10 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
11 trial.
12

13 **TENTH CAUSE OF ACTION**

14 **FAILURE TO GIVE MEAL BREAKS**

15 **(Plaintiff against all named defendants and all DOE defendants)**

16 87. Plaintiff re-alleges and incorporates by reference each and every allegation in
17 paragraphs 1 through 86, inclusive, of this Complaint as though fully set forth herein.

18 88. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 19
- 20 a. California Labor Code section 512(a), which requires that employees be given a 30-
21 minute uninterrupted meal break after five (5) hours of work, and a second
22 uninterrupted meal break after ten (10) hours of work;
23
- 24 b. California Labor Code section 226.7, which states that (a) no employer shall require
25 any employee to work during any meal period mandated by an applicable order of
26 the Industrial Welfare Commission, and (b) if any employer fails to provide an
27 employee a meal period in accordance with an applicable order of the Industrial
28

1 Welfare Commission, the employer shall pay the employee one (1) additional hour
2 of pay at the employee's regular rate of compensation for each workday that the
3 meal period is not provided;

4 c. California Industrial Welfare Commission Order No. 4 and/or 1 section 11(A) and
5 (D), as codified under Title 8 of the California Code of Regulations Section 11040
6 and/or 11010, which state that if an employer fails to provide an employee a meal
7 period in accordance with the applicable provisions of the Wage Order, the
8 employer shall pay the employee one (1) hour of pay at the employee's regular rate
9 of compensation for each workday that the meal period is not provided;
10

11 d. California Industrial Welfare Commission Wage Order No. 4 and/or 1 Section
12 7(A)(3), as codified under Title 8 of the California Code of Regulations Section
13 11040 and/or 11010, which require an employer to maintain records documenting
14 its employees' meal periods;

15 e. California Industrial Welfare Commission wage order No. 4 and/or 1 Section
16 20(A), as codified under California Code of Regulations Section 11040 and/or
17 11010, which penalizes the employer \$50.00 for each initial violation, per
18 employee, of any provision of the Wage Order, and \$100.00 for each additional
19 violation thereafter per employee; and
20

21 f. California Labor Code section 1171 and 1173, which have given the California
22 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order nos. 4
23 and/or 1) as enforceable law.
24

25 89. Plaintiff alleges that he was not authorized and permitted to take relieved meal breaks
26 after five (5) hours of work. Plaintiff further alleges that he was not authorized and permitted to
27 take a second relieved meal break after ten (10) hours of work, as required by California law.
28

California Labor Code section 512(a) and California Industrial Welfare Commission Order No. 4 and/or 1, as codified under California Code of Regulations Sections 11040 and/or 11010 et. seq., require that employees receive uninterrupted meal periods every five (5) hours of consecutive work, and that the meal period be at least 30 minutes in length, wherein employee is relieved of all work duty. California Labor Code section 226.7 provides that employers may not require their employees to work through their meal periods. California Labor Code section 226.7 and California Code of Regulations section 11040 and/or 11010 require that if the employer fails to provide the employee with an uninterrupted meal period, the employer must pay the employee one (1) hour of pay for each workday that the meal period is not given.

90. Under this cause of action, Plaintiff prays for wages due to him under the statutes, regulations, and wage orders alleged in this cause of action along with any allowable interest, penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

91. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's fees as well as interest under Labor Code section 218.6.

92. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.

ELEVENTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

Individual and Representative Claim for PAGA penalties under California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 232, 246, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198, 2802, 3700.5)

(Against All Named Defendants and all DOE Defendants)

93. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 92, inclusive, of this Complaint as though fully set forth herein.

1 94. Pursuant to law, Plaintiff provided the required written notice to the LWDA and
2 Defendants of the specific violations of the California Labor Code that Defendants
3 and DOE defendants have violated and continue to violate.

4 95. Pursuant to California Labor code section 2699.3, no response was received from the
5 LWDA within 65 days of the postmark date of the above-alleged letter.

6 96. Plaintiff therefore has exhausted all administrative remedies required of him under
7 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
8 cause of action and pursue penalties in a representative action for Defendants' violations of the
9 Labor Code.

10 97. Pursuant to California Labor Code section 2699, any provisions of the Labor Code
11 that provides for a civil penalty to be assessed and collected by the LWDA or any of its
12 departments, divisions, commissions, boards, agencies, or employees for violation of the code
13 may, as an alternative, be recovered through a civil action brought by an aggrieved employee
14 on behalf of himself or herself and other current or former employees pursuant to the
15 procedures specified in California Labor Code section 2699.3.

16 98. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged
17 violator and had one or more of the alleged violations committed against him, and therefore is
18 properly suited to represent the interests of other current and former employees, including all
19 hourly, non-exempt employees who worked for EMCOD in California during the PAGA
20 period.

21 99. Based on the acts alleged above, Plaintiff, on behalf of himself and others, seeks
22 penalties under California Labor Code sections 2698 and 2699 because of Defendants'
23 violations of numerous provisions of the California Labor Code as alleged in this Complaint.

24 100. Plaintiff therefore has exhausted all administrative remedies required of him under
25 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
26 cause of action and pursue penalties in a representative action for Defendants' violations of the
27 Labor Code.
28

1 101. California Labor Code section 2699 et seq. imposes penalties upon culpable
2 Defendants for violating the Labor Code.

3 102. California Labor Code section 558 establishes a civil penalty as follows: Any
4 employer or other person action on behalf of an employer who violates, or causes to be
5 violated, a section of this chapter or any provision regulating hours and days of work in any
6 order of the Industrial Welfare Commission (including the “Hours and Days of Work” section
7 of the Wage Order) shall be subject to a civil penalty of (1) for any initial violation, fifty
8 dollars (\$50) for each underpaid employee for each pay period for which the employee was
9 underpaid ...; (2) for each subsequent violation, one hundred dollars (\$100) for each underpaid
10 employee for each pay period for which the employee was underpaid ...;

11 103. Plaintiff seek penalties for Defendants’ misconduct as alleged herein as permitted by
12 law, but only those penalties that are required to be shared with the LWDA as Plaintiff are not
13 seeking individual/victim specific relief or underpaid wages under this particular cause of
14 action.

15 104. Specifically, Plaintiff seek penalties under California Labor Code section 2699, for
16 the following:

17 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226,
18 226.3, 226.7, 232, 246, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198, 2802, 3700.5 via
19 2698 and 2699 and any other Labor Codes and Industrial Welfare Commission Wage Order
20 Provisions (nos. 4 and/or 1) violated based on the facts alleged in this Complaint.

21 105. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney’s fees,
22 costs, civil penalties, and wages on behalf of Plaintiff and other current and former aggrieved
23 employees as alleged herein in an amount to be shown according to proof at trial and within the
24 jurisdictional limits of this Court.

25 **TWELFTH CAUSE OF ACTION**

26 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

27 **(Plaintiff against all Defendants and DOE Defendants, and each of them)**
28

1 106. Plaintiff re-alleges and incorporates by reference each and every allegation in
2 paragraphs 1 through 105, inclusive, of this Complaint as thought fully set forth herein.

3 107. Labor Code section 2802 provides that “[a]n employer shall indemnify his or her
4 employee for all necessary expenditures or losses incurred by the employee in direct
5 consequence of the discharge of his or her duties.”

6 108. Beginning at least 3 years prior to the filing of this complaint, in order to discharge
7 their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course
8 of completing her job duties, which were not reimbursed by Defendant. These expenses
9 include, but are not limited to, the use of their personal cell phones for work purposes and
10 mileage reimbursement as Plaintiff often used his personal vehicle to drop off packages. Plaintiff
11 would also purchase tools for the other workers, including blades, gloves, spray cans, acetone,
12 and other similar items, but was not reimbursed.

13 109. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest
14 and attorney’s fees and costs, under Labor Code section 2802.

15
16 **THIRTEENTH CAUSE OF ACTION**

17 **RETALIATION IN VIOLATION OF LABOR CODE SECTION 1102.5**

18 **(Plaintiff against Defendant EMCOD, INC. only and DOE Defendants, and each of them)**

19 110. Plaintiff re-alleges and incorporates by reference each and every allegation in
20 paragraphs 1 through 109, inclusive, of this Complaint as though fully set forth herein.

21 111. At all times material to this Complaint, California Labor Code § 1102.5 was in effect
22 and binding on Defendant EMCOD, INC. This section requires Defendant EMCOD, INC. to
23 refrain from retaliating against an employee for refusing to participate in an activity that he/she
24 reasonably believes would result in a violation of state or federal statute, or a violation or
25 noncompliance with a state or federal rule or regulation. California Labor Code section
26 1102.5 also requires Defendants to refrain from retaliating against an employee for disclosing
27
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1 information to a person with authority over the employee if the employee has reasonable cause
2 to believe that the information discloses a violation of state or federal statute, or a violation of
3 or noncompliance with a local, state, or federal rule or regulation, regardless of whether
4 disclosing the information is part of the employee's job duties.
5

6 112. As discussed fully above, Plaintiff complained to Defendants about illegal conduct at
7 the workplace, including the physical assault by Assistant Quality Control Manager, "Chris".

8 113. Defendant EMCOD, INC. retaliated against Plaintiff for his whistleblowing, as
9 alleged above, all in violation of Labor Code § 1102.5.

10 114. As a direct and proximate result of the aforementioned acts and omissions of
11 Defendant EMCOD, INC., Plaintiff suffered general and compensatory damages, including but
12 not limited to, loss of income (past and future), loss of employment benefits (past and
13 future), general and compensatory damages (past and future), mental pain and anguish and
14 emotional distress (past and future), and will continue to suffer in the future, in an amount to be
15 proved at trial.
16

17 115. Plaintiff requests all available relief under Labor Code § 1102.5 including damages
18 and the imposition of civil penalties of \$10,000 for each violation as well as attorneys fees.

19 **FOURTEENTH CAUSE OF ACTION**

20 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC**
21 **POLICY**

22 **(Plaintiff against EMCOD, INC. only and all DOE Defendants)**

23 116. Plaintiff re-alleges and incorporates by reference each and every allegation in
24 paragraphs 1 through 115, inclusive, of this Complaint as though fully set forth herein.

25 117. At all times during his employment with Defendants , Plaintiff performed his duties
26 with the utmost diligence and competence.
27
28

1 118. Plaintiff is informed and believes and thereon alleges that Defendants' decisions to
2 retaliate against him, as alleged herein, was motivated by Plaintiff's complaints about illegal
3 conduct at the workplace as well as Plaintiff's complaints about his on-the-job injuries.

4 Plaintiff is further informed and believes and thereon alleges that any other reasons proffered
5 by Defendants were and are pretextual in nature. Defendants intentionally created the
6 aforementioned retaliation.

7
8 119. The employment of Plaintiff was wrongfully terminated on or around January 2021
9 in violation of the fundamental public policy of the State of California with respect to
10 retaliating against an employee on account of his or her whistleblowing and complaints about
11 on-the-job injuries. Plaintiff was forced to hire an attorney to assist him to end these illegal
12 activities. Said conduct violated statutory and constitutional expressions of public policy
13 including, but not limited to, California Labor Code sections 1102.5 and 132(a).

14
15 120. As set forth above, said actions by Defendants were wrongful and in violation of the
16 fundamental principles of the public policy of the State of California as reflected in its laws,
17 objectives and policies. Said statutes and constitutional expressions of public policy include,
18 but are not limited to, California Labor Code sections 1102.5 and 132(a). These laws inure to
19 the benefit of the public at large, and not just the private interests of the employers and
20 employees whom they govern or protect.

21
22 121. As a direct and proximate result of the aforementioned acts and omissions of
23 Defendants, Plaintiff suffered general and compensatory damages, including but not limited
24 to, loss of income (past and future), loss of employment benefits (past and future), general and
25 compensatory damages (past and future), mental pain and anguish and emotional distress (past
26 and future), and will continue to suffer in the future, in an amount to be proved at trial.

27 122. The foregoing conduct engaged in by Defendants and each of their directors, officers
28

1 and/or managing agents, constitutes malice, fraud, and oppression and was authorized, ratified,
2 and carried on with a conscious and willful disregard of their workers' right to work in an
3 environment free of retaliation so as to justify the imposition of punitive damages to punish
4 and set an example of said Defendants.

5 **FIFTEENTH CAUSE OF ACTION**

6 **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

7 **(California Business and Professions Code Section 17200)**

8 **(Plaintiff against All Named Defendants and all DOE defendants)**

9 123. Plaintiff re-alleges and incorporates by reference each and every allegation in
10 paragraphs 1 through 122, inclusive, of this Complaint as though fully set forth herein.

11 124. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants
12 constitute unfair and unlawful business practices under California Business and Professions
13 Code Section 17200, et seq.

14 125. Defendants' violations of California labor laws constitutes a business practice because
15 it was done repeatedly over a significant period of time in a systematic manner that was
16 detrimental to Plaintiff and other similarly situated aggrieved employees.

17 126. For the four years preceding the filing of this action, Plaintiff has suffered damages
18 and request damages and/or restitution of all monies and profits to be disgorged from
19 Defendants in an amount according to proof at time of trial, but in excess of the
20 jurisdiction of this Court.

21 **PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiff prays for Judgment against Defendants, and each of them, as
23 follows:

- 24 1. For compensatory damages including lost past and future wages, loss of earning
25 capacity, overtime, commissions, and all other sums of money, including employment
26 benefits, together with interest on said amounts, and any other economic injury to
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- 1 Plaintiff, according to proof;
- 2 2. For general damages according to proof at trial;
- 3 3. For damages for wages and overtime not paid to Plaintiff in an amount subject to proof
- 4 at trial;
- 5 4. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount
- 6 subject to proof at trial;
- 7 5. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to
- 8 proof at trial;
- 9 6. For restitution and disgorgement for all unfair business practices by corporate
- 10 Defendants against Plaintiff in an amount subject to proof at trial;
- 11 7. For an order enjoining corporate Defendants from further unfair and unlawful business
- 12 practices in violation of Business and Professions Code Sections 17200, et seq.;
- 13 8. For one hour of wages due to Plaintiff for each work period of more than five (5)
- 14 hours when Plaintiff did not receive an uninterrupted thirty (30) minute meal period;
- 15 9. For one hour of wages due to Plaintiff for each work period of four (4) hours or major
- 16 fraction thereof when Plaintiff did not receive a ten (10) minute rest break;
- 17 10. For special, liquidated, and consequential damages to the extent allowed by law;
- 18 11. For maximum civil penalties available under the Labor Code and applicable Wage
- 19 Order against Defendants as described more particularly in the Complaint and
- 20 representative PAGA claims;
- 21 12. For all remedies available to Plaintiff under the applicable Wage Order and the
- 22 Labor Code including an award of unpaid wages, attorney's fees, costs, interest,
- 23 liquidated damages, damages, penalties, and waiting time penalties according to proof
- 24 to the extent permitted by law;
- 25 13. For punitive damages against Defendant EMCOD, INC. according to proof;
- 26 14. For the imposition of civil penalties and/or statutory penalties;
- 27
- 28

1 15. For all interest as allowed by law;

2 16. For all costs and disbursements incurred in this suit;

3 17. Reasonable attorney's fees where available by law, including but not limited to,
4 pursuant to Labor Code section 2698 et seq., California Labor Code generally,
5 and/or other applicable laws; and

6 18. For such other and further relief as this Court may deem proper.

7
8 DATED: November 23, 2021

MESSRELIAN LAW INC.

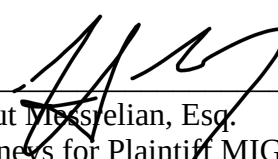
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10 By  _____
11 Harout Messrelian, Esq.
12 Attorneys for Plaintiff MIGUEL FIGUEROA

13 **DEMAND FOR JURY TRIAL**

14 Plaintiff hereby demands, as a matter of right, a trial by jury in this case.

15
16
17 DATED: November 23, 2021

MESSRELIAN LAW INC.

18
19 By  _____
20 Harout Messrelian, Esq.
21 Attorneys for Plaintiff MIGUEL FIGUEROA