

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Douglas Stern

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FERNANDO PULIDO,
individually and on behalf of all other
aggrieved employees

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

FERNANDO PULIDO, an individual, on
behalf of himself and all other aggrieved
employees,

Plaintiff,

vs.

ANDREW LAUREN SURFACES, INC., a
California corporation; and DOES 1 through
50, inclusive,

Defendants.

CASE NO.: 23STCV04800

COMPLAINT FOR:

1. Penalties Under the California Labor
Code Private Attorneys General Act of
2004, as a Representative Action
(California Labor Code § 2698, et seq.)

DEMAND FOR JURY TRIAL

1 PLAINTIFF FERNANDO PULIDO (“PLAINTIFF”), individually and on behalf of all
2 other current and former non-exempt employees of DEFENDANTS (as defined in Paragraph 1
3 below) who worked for DEFENDANTS in the State of California at any time during the relevant
4 statutory period (“AGGRIEVED EMPLOYEES”), hereby alleges as follows:

5 **INTRODUCTION**

6 1. PLAINTIFF brings this action on behalf of himself, the State of California, and all
7 other AGGRIEVED EMPLOYEES of Defendants Defendant ANDREW LAUREN SURFACES,
8 INC., a California corporation (“ALS”); and DOES 1 through 50, inclusive, (collectively,
9 “DEFENDANTS”) to recover penalties arising from unpaid wages earned and due, including but
10 not limited to unpaid and illegally calculated overtime compensation, illegal meal and rest period
11 policies, failure to pay all wages due to discharged or quitting employees, failure to maintain
12 required records, failure to provide accurate itemized wage statements, failure to timely pay
13 wages during employment, failure to indemnify employees for necessary expenditures and/or
14 losses incurred in discharging their duties.

15 **JURISDICTION AND VENUE**

16 2. The Superior Court of the State of California has jurisdiction in this matter because
17 PLAINTIFF is a citizen and resident of the State of California and DEFENDANTS are citizens
18 and residents of, and/or regularly conduct business in, California. Further, no federal question is
19 at issue because the claims are based solely on California law.

20 3. Venue is proper in this judicial district and the County of Los Angeles, California
21 because PLAINTIFF and other AGGRIEVED EMPLOYEES performed work for
22 DEFENDANTS in the County of Los Angeles and many of DEFENDANTS’ unlawful actions
23 and omissions, as set forth herein, occurred in the County of Los Angeles.

24 **PARTIES**

25 4. PLAINTIFF FERNANDO PULIDO is a citizen and resident of the State of
26 California. At times material to this complaint, PLAINTIFF FERNANDO PULIDO was
27 employed by DEFENDANTS in the State of California as a non-exempt employee.

28 5. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT

1 ALS, is, and at all times relevant hereto was, a California corporation. PLAINTIFF is further
2 informed and believes, and thereon alleges, that DEFENDANT ALS, is authorized to conduct
3 business in the State of California, and does conduct business in the State of California.
4 Specifically, DEFENDANT ALS maintains offices and facilities and conducts business in, and
5 engages in illegal payroll practices or policies in, the County of Los Angeles, State of California.

6 6. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
7 PLAINTIFF at this time, and PLAINTIFF therefore sues such defendants under fictitious names.
8 PLAINTIFF is informed and believes, and thereon alleges, that each defendant designated as a
9 DOE is in some manner highly responsible for the occurrences alleged herein, and that
10 PLAINTIFF and other AGGRIEVED EMPLOYEES' injuries and damages, as alleged herein,
11 were proximately caused by the conduct of such DOE defendants. PLAINTIFF will seek leave of
12 the court to amend this complaint to allege the true names and capacities of such DOE defendants
13 when ascertained.

14 7. At all relevant times herein, DEFENDANTS were the joint employers of
15 PLAINTIFF and other AGGRIEVED EMPLOYEES. PLAINTIFF is informed and believes, and
16 thereon alleges, that at all times material to this complaint DEFENDANTS were the alter egos,
17 divisions, affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals,
18 related entities, co-conspirators, authorized agents, partners, joint venturers, and/or guarantors,
19 actual or ostensible, of each other. Each defendant was completely dominated by his, her, or its
20 co-defendant, and each was the alter ego of the other.

21 8. At all relevant times herein, PLAINTIFF and other AGGRIEVED EMPLOYEES
22 were employed by DEFENDANTS under employment agreements that were partly written, partly
23 oral, and partly implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS,
24 and each of them, acted pursuant to, and in furtherance of, their policies and practices of not
25 paying PLAINTIFF and other AGGRIEVED EMPLOYEES all wages earned and due, through
26 methods and schemes which include, but are not limited to, failing to pay overtime premiums;
27 failing to pay minimum wages; failing to provide rest and meal periods; failing to pay meal and
28 rest period premium payments; failing to properly maintain records; failing to provide accurate

1 itemized statements for each pay period; failing to timely pay wages during employment; failing
2 to properly compensate PLAINTIFF and other AGGRIEVED EMPLOYEES for necessary
3 expenditures; and requiring, permitting or suffering the employees to work off the clock, in
4 violation of the California Labor Code and the applicable IWC Wage Order.

5 9. PLAINTIFF is informed and believes, and thereon alleges, that each and every one
6 of the acts and omissions alleged herein were performed by, and/or attributable to, all
7 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
8 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course
9 and scope of said agency, employment and/or direction and control.

10 10. Pursuant to California Labor Code § 558.1, DEFENDANTS and any person acting
11 on behalf of any of the DEFENDANTS, are liable for violating, or causing to violate, any
12 provision regulating minimum wages or hours and days of work in any order of the Industrial
13 Welfare Commission, or Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802.

14 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

15 11. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),
16 Labor Code §§ 2698-2699.5, PLAINTIFF brings this action on behalf of himself and all
17 AGGRIEVED EMPLOYEES of DEFENDANTS in the State of California at any time during the
18 relevant statutory period.

19 12. Pursuant to Labor Code § 2699.3, PLAINTIFF gave written notice by online filing
20 on December 21, 2022 to the California Labor and Workforce Development Agency (“LWDA”) and by certified mail to DEFENDANTS of the specific provisions of the Labor Code and IWC
21 Wage Orders alleged to have been violated, including the facts and theories to support the alleged
22 violations. PLAINTIFF submitted the required \$75.00 filing fee to the LWDA on December 21,
23 2022. Within sixty-five (65) calendar days of the December 21, 2022 postmark date of
24 PLAINTIFF’s notice letter, the LWDA did not provide notice to PLAINTIFF that it intends to
25 investigate the alleged violations. Pursuant to California Labor Code § 2699.3(d), the sixty-five
26 (65) day notice period set forth in California Labor Code § 2699.3(a) is not counted as part of the
27 time limited for the commencement of this civil action. Therefore, PLAINTIFF has complied
28

1 with all of the requirements set forth in California Labor Code § 2699.3 to commence a
2 representative action under PAGA.

3 **FACTUAL ALLEGATIONS**

4 **Failure to Provide Required Meal Periods**

5 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 16-2001, § 11]**

6 13. At times relevant herein, as part of DEFENDANTS' illegal policies and practices
7 to deprive AGGRIEVED EMPLOYEES of all wages earned and due, DEFENDANTS required,
8 suffered or permitted PLAINTIFF and other AGGRIEVED EMPLOYEES to take less than the
9 30-minute meal period, or to work through them, and have failed to otherwise provide the
10 required meal periods to PLAINTIFF and other AGGRIEVED EMPLOYEES pursuant to Labor
11 Code §§ 226.7 and 512 and IWC Order No. 16-2001, § 11.

12 14. DEFENDANTS further violated Labor Code §§ 226.7 and 512 and IWC Wage
13 Order No. 16-2001, § 11 by failing to compensate PLAINTIFF and other AGGRIEVED
14 EMPLOYEES who were not provided with a meal period, in accordance with the applicable IWC
15 Wage Order, one additional hour of compensation at each employee's regular rate of pay for each
16 workday that a meal period was not provided.

17 **Failure to Provide Required Rest Periods**

18 **[Cal. Labor Code §§ 226.7; IWC Wage Order No. 16-2001, § 12]**

19 15. At all times relevant herein, as part of DEFENDANTS' illegal policies and
20 practices to deprive AGGRIEVED EMPLOYEES all wages earned and due, DEFENDANTS failed
21 to provide rest periods to PLAINTIFF and other AGGRIEVED EMPLOYEES as required under
22 Labor Code § 226.7, and IWC Wage Order No. 16-2001, § 12.

23 16. DEFENDANTS further violated Labor Code § 226.7 and IWC Wage Order No.
24 16-2001, § 12 by failing to pay PLAINTIFF and other AGGRIEVED EMPLOYEES who were
25 not provided with a rest period, in accordance with the applicable IWC Wage Order, one
26 additional hour of compensation at each employee's regular rate of pay for each workday that a
27 rest period was not provided.

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1 **Failure to Pay Overtime Wages**

2 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 16-2001, § 3]**

3 17. Pursuant to Labor Code §§ 510 and 1194 and IWC Wage Order No. 16-2001, § 3,
4 DEFENDANTS are required to compensate PLAINTIFF and other AGGRIEVED EMPLOYEES
5 for all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all
6 hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the
7 first eight (8) hours on the seventh consecutive workday, with double time for all hours worked in
8 excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours
9 on the seventh consecutive day of work in any workweek.

10 18. PLAINTIFF and other AGGRIEVED EMPLOYEES are current and former non-
11 exempt employees of DEFENDANTS entitled to the protections of Labor Code §§ 510 and 1194
12 and IWC Wage Order No. 16-2001. At times relevant herein, DEFENDANTS failed to
13 compensate PLAINTIFF and other AGGRIEVED EMPLOYEES for all overtime hours worked
14 as required under the foregoing provisions of the Labor Code and IWC Wage Order by, among
15 other things: failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as
16 provided by Labor Code §§ 510, 1194, and IWC Wage Order No. 16-2001, § 3; requiring,
17 suffering or permitting PLAINTIFF and other AGGRIEVED EMPLOYEES to work off the
18 clock; requiring, permitting or suffering PLAINTIFF and other AGGRIEVED EMPLOYEES to
19 work through meal breaks; illegally and inaccurately recording time in which PLAINTIFF and
20 other AGGRIEVED EMPLOYEES worked; enforcing an unlawful rounding policy resulting, in
21 practice over time, in the systematic underpayment of overtime wages to aggrieved employees;
22 failing to properly maintain PLAINTIFF'S and other AGGRIEVED EMPLOYEES' records;
23 failing to provide accurate itemized wage statements to PLAINTIFF for each pay period; and
24 other methods to be discovered.

25 19. DEFENDANTS have knowingly and willfully refused to perform their obligations
26 to compensate PLAINTIFF and other AGGRIEVED EMPLOYEES for all wages earned and all
27 hours worked in violation of Labor Code §§ 510, 1194 and 1198 and IWC Wage Order No. 16-
28 2001, § 3.

1 **Failure to Pay Minimum Wages**

2 **[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 16-2001, § 4]**

3 20. Pursuant to California Labor Code §§ 1194 and 1197 and IWC Wage Order No.
4 16-2001, § 4, payment to an employee of less than the applicable minimum wage for all hours
5 worked in a payroll period is unlawful.

6 21. During the PENALTY PERIOD and in violation of California Labor Code §§
7 1194 and 1197 and IWC Wage Order No. 16-2001, § 4, DEFENDANTS failed to pay
8 PLAINTIFF and other AGGRIEVED EMPLOYEES the applicable minimum wages for all hours
9 worked in a payroll period by, among other things: requiring, suffering or permitting PLAINTIFF
10 and other AGGRIEVED EMPLOYEES to work off the clock; requiring, suffering or permitting
11 PLAINTIFF and other AGGRIEVED EMPLOYEES to work through meal breaks; illegally and
12 inaccurately recording time in which PLAINTIFF and other AGGRIEVED EMPLOYEES
13 worked; failing to properly maintain PLAINTIFF'S and other AGGRIEVED EMPLOYEES'
14 records; failing to provide accurate itemized wage statements to PLAINTIFF and other
15 AGGRIEVED EMPLOYEES for each pay period; and other methods to be discovered.

16 **Failure to Timely Pay Wages During Employment**

17 **[Cal. Labor Code § 204]**

18 22. Pursuant to California Labor Code § 204, for all labor performed between the 1st
19 and 15th days of any calendar month, DEFENDANTS are required to pay their nonexempt
20 employees between the 16th and 26th day of the month during which the labor was performed.
21 California Labor Code § 204 also provides that for all labor performed between the 16th and 26th
22 days of any calendar month, DEFENDANTS are required to pay their nonexempt employees
23 between the 1st and 10th day of the following calendar month. In addition, California Labor Code
24 § 204 provides that all wages earned for labor in excess of the normal work period shall be paid
25 no later than the payday of the next regular payroll period.

26 23. At times relevant herein, DEFENDANTS knowingly and willfully failed to timely
27 pay PLAINTIFF and other AGGRIEVED EMPLOYEES all the wages for labor performed by the
28 next regular payroll period as required by California Labor Code § 204.

1 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

2 **[Cal. Labor Code §§ 201, 202, 203]**

3 24. Pursuant to Labor Code § 201, 202 and 203, DEFENDANTS are required to pay
4 all earned and unpaid wages to an employee who is discharged. Labor Code § 201 mandates that
5 if an employer discharges an employee, the employee's wages accrued and unpaid at the time of
6 discharge are due and payable immediately.

7 25. Furthermore, pursuant to Labor Code § 202, DEFENDANTS are required to pay
8 all accrued wages due to an employee no later than 72 hours after the employee quits his or her
9 employment, unless the employee provided 72 hours previous notice of his or her intention to
10 quit, in which case the employee is entitled to his or wages at the time of quitting.

11 26. Labor Code § 203 provides that if an employer willfully fails to pay, in accordance
12 with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the
13 employer is liable for waiting time penalties in the form of continued compensation to the
14 employee at the same rate for up to 30 workdays.

15 27. At times relevant herein, in violation of Labor Code §§ 201 and 202,
16 DEFENDANTS willfully failed to timely pay accrued wages and other compensation to
17 PLAINTIFF and other AGGRIEVED EMPLOYEES who were discharged or quit his or her
18 employment.

19 **Failure to Furnish Accurate Itemized Wage Statements**

20 **[Cal. Labor Code § 226(a); IWC Wage Order No. 16-2001, § 7]**

21 28. At times relevant herein, DEFENDANTS routinely failed and continue to fail to
22 provide PLAINTIFF and other AGGRIEVED EMPLOYEES with timely and accurate itemized
23 wage statements in writing showing each employee's gross wages earned, total hours worked, the
24 number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-
25 rate basis, all deductions made, net wages earned, the inclusive dates of the period for which the
26 employee is paid, the name of the employee and only the last four digits of his or her social
27 security number or employee identification number, the name and address of the legal entity or
28 entities employing PLAINTIFF and other AGGRIEVED EMPLOYEES, and all applicable hourly

1 rates in effect during each pay period and the corresponding number of hours worked at each
2 hourly rate, in violation of California Labor Code § 226(a) and IWC Wage Order No. 16-2001 §
3 7.

4 29. At times relevant herein, DEFENDANTS knowingly and intentionally failed to
5 provide PLAINTIFF and other AGGRIEVED EMPLOYEES with timely and accurate itemized
6 wage statements in accordance with Labor Code § 226(a).

7 30. At times relevant herein, PLAINTIFF and other AGGRIEVED EMPLOYEES
8 suffered injury as a result of DEFENDANTS' failure to provide timely and accurate itemized
9 wage statements as PLAINTIFF and other AGGRIEVED EMPLOYEES could not promptly and
10 easily determine from the wage statement alone one or more of the following: the gross wages
11 earned, the total hours worked, all deductions made, the net wages earned, the name and address
12 of the legal entity or entities employing PLAINTIFF and other AGGRIEVED EMPLOYEES,
13 and/or all applicable hourly rates in effect during each pay period and the corresponding number
14 of hours worked at each hourly rate.

15 **Failure to Maintain Required Records**

16 **[Cal. Labor Code §§ 226(a), 1174(d); IWC Wage Order No. 16-2001, § 7]**

17 31. At times relevant herein, as part of DEFENDANTS' illegal payroll policies and
18 practices to deprive PLAINTIFF and other AGGRIEVED EMPLOYEES of all wages earned and
19 due, DEFENDANTS knowingly and intentionally failed to maintain records as required under
20 Labor Code §§ 226(a) and 1174(d) and IWC Wage Order No. 16-2001, § 7, including but not
21 limited to the following records: total daily hours worked by each employee; applicable rates of
22 pay; all deductions; meal periods; time records showing when each employee begins and ends
23 each work period; and accurate itemized statements.

24 **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of**
25 **Duties**

26 **[Cal. Labor Code § 2802]**

27 32. Labor Code § 2802(a) requires an employer to indemnify an employee for all
28 necessary expenditures or losses incurred by the employee in direct consequence of the discharge

1 of her his or her duties, or of his or her obedience to the directions of the employer.

2 33. At times relevant herein, DEFENDANTS failed to indemnify PLAINTIFF and
3 other AGGRIEVED EMPLOYEES for all business expenses and/or losses incurred in direct
4 consequence of the discharge of their duties while working under the direction of
5 DEFENDANTS, including but not limited to expenses for tool, uniforms, safety equipment,
6 boots, other employment-related expenses, in violation of Labor Code § 2802.

7 **FIRST CAUSE OF ACTION**

8 **Representative Action for Penalties Under the Labor Code Private Attorneys General Act**
9 **of 2004**

10 **[Cal. Labor Code § 2698, *et seq.*]**

11 **(Against All DEFENDANTS)**

12 34. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
13 allegations in paragraphs 1 through 33.

14 35. PLAINTIFF is an “AGGRIEVED EMPLOYEE” within the meaning of Labor
15 Code § 2699(c), and proper representative to bring a civil action on behalf of himself and other
16 current and former non-exempt employees of DEFENDANTS pursuant to the procedures
17 specified in Labor Code § 2699.3, because PLAINTIFF was employed by DEFENDANTS and
18 one or more of the alleged Labor Code violations was committed against PLAINTIFF during the
19 relevant period.

20 36. PLAINTIFF seeks to recover civil penalties through a representative action
21 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46
22 Cal.4th 969. Thus, class certification is not required.

23 37. Pursuant to Labor Code §§ 2698-2699.5, PLAINTIFF seeks to recover civil
24 penalties from DEFENDANTS in a representative action for the violations set forth above,
25 including but not limited to violations of Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510,
26 512, 1174(d), 1194, 1197, 1198, and 2802.

27 38. Pursuant to Labor Code § 2699(a), PLAINTIFF seeks civil penalties for
28 DEFENDANTS’ violations of Labor Code provisions for which a civil penalty is specifically

provided, including but not limited to the following:

- a. Pursuant to Labor Code § 210, for violations of Labor Code § 204, DEFENDANTS are subject to a civil penalty in the amount of one hundred dollars (\$100) for the initial violation for each failure to pay each employee and two hundred dollars (\$200) per employee for violations in subsequent pay periods.
- b. Pursuant to Labor Code § 226.3, for violations of Labor Code § 226(a), DEFENDANTS are subject to a civil penalty in the amount of two hundred and fifty dollars (\$250) per AGGRIEVED EMPLOYEE for the initial pay period where a violation occurs and one thousand dollars (\$1,000) per AGGRIEVED EMPLOYEE for violations in subsequent pay periods.
- c. Pursuant to Labor Code § 256, for violations of Labor Code § 203, DEFENDANTS are subject to a civil penalty in the amount not exceeding thirty days pay as waiting time.
- d. Pursuant to Labor Code § 558(a), “[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission,” including Labor Code §§ 510 and 512, shall be subject to a civil penalty, in addition to any other penalty provided by law, of fifty dollars (\$50) for initial violations for each underpaid employee for each pay period for which the employee was underpaid and one hundred dollars (\$100) for each subsequent violation for each underpaid employee for each pay period for which the employee was underpaid.
- e. Pursuant to Labor Code § 1174.5, for violations of Labor Code § 1174(d), DEFENDANTS are subject to a civil penalty of five hundred dollars (\$500).

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1 f. Pursuant to Labor Code § 1197.1, an employer or any other person acting
2 either individually or as an officer, agent, or employee of another person,
3 who pays or causes to be paid to any employee a wage less than the
4 minimum fixed by an order of the commission, shall be subject to a civil
5 penalty as follows: for any initial violation that is intentionally committed,
6 one hundred dollars (\$100) for each underpaid employee for each pay
7 period for which the employee is underpaid; and for each subsequent
8 violation of the same offense, two hundred fifty dollars (\$250) for each
9 underpaid employee for each pay period for which the employee is
10 underpaid regardless of whether the initial violation was intentionally
11 committed.

12 39. Labor Code § 2699(f) provides that for all Labor Code violations for which a civil
13 penalty is not specifically provided, the following civil penalties are established: one hundred
14 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two
15 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.
16 PLAINTIFF seeks such civil penalties under Labor Code § 2699(f) for DEFENDANTS'
17 violations of Labor Code provisions for which a civil penalty is not specifically provided,
18 including but not limited to Labor Code §§ 201, 202, 203, 226.7, 1194, 1197, 1198, and 2802.

19 40. PLAINTIFF additionally seeks reasonable attorney's fees and costs pursuant to
20 Labor Code § 2699(g)(1).

21 **PRAYER FOR RELIEF**

22 WHEREFORE, PLAINTIFF, individually and on behalf of all other AGGRIEVED
23 EMPLOYEES, prays for relief against DEFENDANTS as follows:

24 1. For civil penalties according to proof, including but not limited to all penalties
25 authorized by the Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, and 2699(a) and (f);

26 2. For interest at the legal rate pursuant to Labor Code §§ 218.6, 1194, 2802,
27 California Civil Code §§ 3287, 3288, and/or any other applicable provision providing for pre-
28 judgment interest;

1 3. For reasonable attorney's fees and costs pursuant to Labor Code § 2699(g) and/or
2 any other applicable provisions providing for attorney's fees and costs; and

3 4. For such further relief that the Court may deem just and proper.
4

5 DATED: March 3, 2023

Respectfully submitted,

6 MATERN LAW GROUP, PC

7
8 By: 

MATTHEW J. MATERN

MATTHEW W. GORDON

VANESSA M. RODRIGUEZ

Attorneys for Plaintiff

9 FERNANDO PULIDO, individually, and on
10 behalf of all other aggrieved employees
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DEMAND FOR JURY TRIAL

PLAINTIFF hereby demands a jury trial with respect to all issues triable of right by jury.

DATED: March 3, 2023

Respectfully submitted,
MATERN LAW GROUP, PC

By: 
MATTHEW J. MATERN
MATTHEW W. GORDON
VANESSA M. RODRIGUEZ
Attorneys for Plaintiff
FERNANDO PULIDO, individually, and on
behalf of all other aggrieved employees