

Assigned for all purposes to: Michael Antonovich Antelope Valley Courthouse, Judicial Officer: Wendy Chang

MESSRELIAN LAW INC.

Harout Messrelilian, Esq., SB# 272020

500 N. Central Ave., Suite 840

Glendale, California 91203

Telephone: (818) 484-6531

Facsimile: (818) 956-1983

Attorneys for Plaintiff Michael Reist

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MICHAEL REIST,

Plaintiff,

vs.

COAST AGGREGATES and DOES 1 to 25,
inclusive,

Defendants.

) CASE NO.: **20AVCV00560**

) **COMPLAINT FOR DAMAGES FOR:**

) **1) PRIVATE ATTORNEYS GENERAL**
) **ACT ("PAGA")**

COMES NOW Plaintiff, MICHAEL REIST (hereinafter "Plaintiff"), and alleges as follows:

PARTIES, JURISDICTION, VENUE

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of Los Angeles in this judicial district because Defendants COAST AGGREGATES and DOES 1 to 25, inclusive (hereinafter collectively known as "Defendants"), do business in the County of Los Angeles and because Defendants' obligations and liabilities arise therein, and because the work that was performed by Plaintiff in the County of Los Angeles is the subject of this action. Moreover, Plaintiff's damages sought herein exceed \$25,000.

2. Plaintiff is a male resident of the County of San Bernardino, State of California.

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant COAST AGGREGATES is and was a California corporation, doing business in Los Angeles County, California, and which employed Plaintiff at the location of 13114 E. Ave. T, Palmdale, CA 93591.

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

5. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of that information and belief, alleges that at all times herein mentioned, each of the remaining codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and

1 under the authority of their agency, employment, or representative capacity, with the consent
2 of his/her codefendants.

3 4 **GENERAL ALLEGATIONS**

5 6. Plaintiff started working for COAST AGGREGATES on or around November 2015.
6 Plaintiff's employment with COAST AGGREGATES ended on or around December 2019.
7 Plaintiff was classified as an hourly, non-exempt employees and generally worked around 10
8 to 10.5-hour shifts. His latest job title was that of a heavy equipment operator/loader. Plaintiff
9 latest rate of compensation was at \$21 per hour.

10 7. It is Plaintiff's position that COAST AGGREGATES has violated numerous Labor
11 Code Sections against Plaintiff and other similarly situated aggrieved employees.

12 8. COAST AGGREGATES also violated Labor Code §510 because it failed to pay
13 Plaintiff and other similarly situated aggrieved employees the correct amount of overtime,
14 even though they worked more than 8 hours per day, 12 hours per day and/or 40 hours per
15 week throughout their employment. Plaintiff's and others' actual work hours entitled them to
16 overtime compensation, however, COAST AGGREGATES did not compensate Plaintiff and
17 others with the correct amount of overtime. Additionally, any bonuses received by aggrieved
18 employees were not factored in when deciphering the correct overtime hourly rate at which to
19 pay employees.

20 9. COAST AGGREGATES also violated Labor Code § 226.7 and the appropriate
21 Industrial Welfare Commission Wage Order (i.e. Wage Order no. 16) because it failed to
22 provide Plaintiff and others with 10-minute rest periods for every four hours of work, or
23 majority portion thereof, throughout their employment. COAST AGGREGATES did not
24 completely relieve Plaintiff and others of all duty during said rest periods. COAST
25 AGGREGATES did not pay to Plaintiff and others one additional hour of pay at Plaintiff's
26 regular rate of compensation for each workday that one or more statutory rest periods was not
27 provided. It was not part of the company culture for employees such as Plaintiff and others to
28 take rest breaks. As such, the culture and environment at COAST AGGREGATES did not lend

1 itself to the employees receiving statutory breaks wherein they were relieved of all work duties
2 as Plaintiff was generally in the loader area during work hours.

3 10. COAST AGGREGATES violated Labor Code §§ 512 and 226.7 along with Industrial
4 Welfare Commission Wage Order no. 16 because it failed to provide Plaintiff and others the
5 requisite 30-minute, uninterrupted meal periods for every five (5) hours of work throughout
6 their employment. COAST AGGREGATES did not completely relieve Plaintiff and others of
7 all duty during said meal periods. COAST AGGREGATES did not pay to Plaintiff and others
8 one additional hour of pay at their regular rate of compensation for each workday that one or
9 more statutory meal periods was not provided. Plaintiff and other aggrieved employees would
10 not always be able to receive their meal periods before the 5th hour worked. Moreover,
11 Plaintiff and others would certainly not get a second meal period if they worked over a 10-
12 hour shift. Like the rest breaks, receiving a timely, thirty-minute uninterrupted meal break was
13 not part of the company culture and was not enforced by COAST AGGREGATES. It was the
14 normal practice and custom of COAST AGGREGATES not to authorize, permit, and enforce
15 timely statutory meal periods.

16 11. Furthermore, during the relevant time period, COAST AGGREGATES failed to pay
17 Plaintiff and others all wages due to them within any time period specified by California
18 Labor Code section 204. COAST AGGREGATES was also in violation of California Labor
19 Code section 226(a), by failing to include pertinent information on the wage statements,
20 including but not limited to, all hours worked (including overtime), all applicable hourly rates
21 for the pay period, the correct legal name and address of the employer, gross wages earned, net
22 wages earned, premium pay for the missed meal and rest breaks, and business expense
23 reimbursement, among others. As such, COAST AGGREGATES did not provide Plaintiff and
24 other similarly situated aggrieved employees with complete, accurate itemized wage
25 statements.

26 12. During the relevant time period, COAST AGGREGATES also failed to keep accurate
27 and complete payroll records showing the actual hours worked per day and the wages paid to
28

1 Plaintiff and others pursuant to California Labor Code sections 1174(d).

2 13. COAST AGGREGATES also violated Labor Code § 203 because it willfully failed to
3 pay to Plaintiff and other aggrieved employees earned and due wages upon separation of
4 employment, either immediately upon involuntary termination, or within 72 hours of
5 resignation. These earned but unpaid wages include overtime compensation, premium pay for
6 missed meal and rest breaks, and business expense reimbursement, among others. Additionally,
7 during the relevant time period, Plaintiff and others incurred necessary, business-related
8 expenses and costs that were not reimbursed by COAST AGGREGATES. These costs include,
9 but are not limited to, use of personal cell phones for work purposes and steel toe boots that
10 were required for work. Accordingly, COAST AGGREGATES was in violation of California
11 Labor Code sections 2800 and 2802.

12 **FIRST CAUSE OF ACTION**

13 **PRIVATE ATTORNEYS GENERAL ACT**

14 **(Representative Claim for PAGA penalties under California Labor Code sections 201,**
15 **202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 2802)**

16 **(Plaintiff against All Named Defendants and all DOE Defendants)**

17 14. Plaintiff re-alleges and incorporates by reference each and every allegation in
18 paragraphs 1 through 13, inclusive, of this Complaint as though fully set forth herein.

19 15. Pursuant to law, Plaintiff provided the required written notice to the LWDA and
20 Defendants of the specific violations of the California Labor Code that Defendants and DOE
21 defendants have violated and continue to violate.

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

24 17. 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 18. Pursuant to California Labor Code section 2699, any provisions of the Labor Code that

1 provides for a civil penalty to be assessed and collected by the LWDA or any of its
2 departments, divisions, commissions, boards, agencies, or employees for violation of the code
3 may, as an alternative, be recovered through a civil action brought by an aggrieved employee
4 on behalf of himself or herself and other current or former employees pursuant to the
5 procedures specified in California Labor Code section 2699.3.

6 19. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged
7 violators and had one or more of the alleged violations committed against him, and therefore is
8 properly suited to represent the interests of other current and former employees, which
9 include all hourly, non-exempt employees who worked for COAST AGGREGATES in the
10 State of California during the applicable PAGA period.

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

14 21. Plaintiff therefore has exhausted all administrative remedies required of him under
15 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
16 cause of action and pursue penalties in a representative action for Defendants' violations of the
17 Labor Code.

18 22. California Labor Code section 2699 et seq. imposes penalties upon culpable
19 Defendants for violating the Labor Code.

20 23. California Labor Code section 558 establishes a civil penalty as follows: Any
21 employer or other person action on behalf of an employer who violates, or causes to be
22 violated, a section of this chapter or any provision regulating hours and days of work in any
23 order of the Industrial Welfare Commission (including the "Hours and Days of Work" section
24 of the Wage Order) shall be subject to a civil penalty of (1) for any initial violation, fifty
25 dollars (\$50) for each underpaid employee for each pay period for which the employee was
26 underpaid... (2) for each subsequent violation, one hundred dollars (\$100) for each underpaid
27 employee for each pay period for which the employee was underpaid...
28

1 24. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted by
2 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
3 seeking individual/victim specific relief or underpaid wages.

4 25. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for
5 the following:

6 Violations of California Labor Code Representative Claim for PAGA penalties under
7 California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7,
8 510, 512, 558, 1174, 1174.5, 2802 via 2698 and 2699 and any other Labor Codes or
9 Industrial Welfare Commission Wage Order(s) (no. 16) violated based on the facts alleged
10 in this Complaint.

11 26. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's fees,
12 costs and civil penalties on behalf of Plaintiff and other current and former aggrieved
13 employees as alleged herein in an amount to be shown according to proof at trial and within the
14 jurisdictional limits of this Court.

15 WHEREFORE, Plaintiff prays for Judgment against Defendants and each of them, as
16 follows:

- 17 1. For the imposition of civil penalties;
- 18 2. For maximum civil penalties available under Labor Code Section 2699
19 against Defendants in a manner and amount authorized by that statute, as described
20 more particularly in the Complaint and representative PAGA claims.
- 21 3. For all costs and disbursements incurred in this suit;
- 22 4. Reasonable attorney's fees where available by law, including but not limited to,
23 pursuant to Labor Code section 2698 et seq., Code of Civil Procedure section 1021.5,
24 and/or other applicable laws; and

25 ///

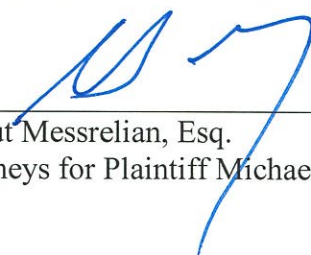
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1 5. For such other and further relief as this Court may deem proper.
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3 DATED: August 4, 2020

MESSRELIAN LAW INC.

4 By 
5 Harout Messrelian, Esq.
6 Attorneys for Plaintiff Michael Reist
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