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Attorneys for Plaintiff,

AMMAR ALHASHLAMOUN

IN THE SUPERIOR COURT OF CALIFORNIA

COUNTY OF ORANGE, COMPLEX JUSTICE CENTER

AMMAR ALHASHLAMOUN, an individual,

Plaintiff,

vs.

BLUE BOX MARKETING, LLC, MARK
MOSHAYEDI, and NURI ALRAIZTI, and
DOES 1 through 20 inclusive,

Defendants.

Case No.: 30-2020-01152950-CU-OE-CXC

COMPLAINT FOR DAMAGES FOR:

- 1. WILLFUL FAILURE TO PAY WAGES
IN VIOLATION OF LAB. CODE §§ 201-
203;**
- 2. FAILURE TO FURNISH ACCURATE
ITEMIZED WAGE STATEMENTS IN
VIOLATION OF LAB. CODE § 226;**
- 3. FAILURE TO PROVIDE MEAL AND
REST PERIODS IN VIOLATION OF
LAB. CODE §§ 226.7, 512;**
- 4. CIVIL PENALTIES IN VIOLATION OF
CAL. LAB. CODE § 2699, ET SEQ.;**

DEMAND OVER \$25,000

[DEMAND FOR JURY TRIAL]

Assigned for All Purposes

CX-102 Judge Peter Wilson

Plaintiff AMMAR ALHASHLAMOUN is informed and believes and thereon alleges as follows:

PARTIES, VENUE AND JURISDICTION

1. Plaintiff AMMAR ALHASHLAMOUN was at all times relevant hereto a resident of Tustin, CALIFORNIA.

2. At all relevant times herein, Defendant BLUE BOX MARKETING, LLC was a Limited

1 Liability Company with its principal place of business in Irvine, California.

2 3. Defendant MARK MOSHAYEDI was at all times relevant herein the principal of BLUE
3 BOX MARKETING, LLC.

4 4. Defendant NURI ALRAIZTI was at all times relevant herein a managerial supervisor at
5 BLUE BOX MARKETING, LLC.

6 5. The true names and capacities, whether individual, corporate, associate, or otherwise, of
7 the Defendants named herein as DOES 1-20, inclusive, are unknown to Plaintiff at this time and therefore
8 these Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this Complaint to
9 insert the true names and capacities of these Defendants when they become known to Plaintiff. Plaintiff
10 is informed and believes and based thereupon alleges, that each of the fictitiously named Defendants is
11 responsible for the wrongful acts alleged herein and are therefore liable to Plaintiff as alleged hereinafter.

12 6. Plaintiff is informed and believes and based thereupon alleges, that at all times relevant
13 hereto, Defendants were the agents, employees, managing agents, supervisors, coconspirators, parent
14 corporation, joint employers, alter egos, successors, and/or joint ventures of the other Defendants, and
15 each of them, and in doing the things alleged herein, were acting at least in part within the course and
16 scope of said agency, employment, conspiracy, joint employer, alter ego status, successor status and/or
17 joint venture and with the permission and consent of each of the other Defendants.

18 7. Plaintiff is informed and believes and based thereupon alleges, that Defendants, including
19 those defendants named as DOES 1-20 acted in concert with one another to commit the wrongful acts
20 alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the wrongful acts
21 alleged herein, and/or attempted to do so. Plaintiff is further informed and believes, and based thereupon
22 alleges, that Defendants, including those defendants named as DOES 1-20 formed and executed a
23 conspiracy or common plan pursuant to which they would commit the unlawful acts alleged herein, with
24 all such acts alleged herein done as part of and pursuant to said conspiracy, intended to cause and actually
25 causing Plaintiff's harm.

26 8. Whenever and wherever reference is made in this Complaint to any act or failure to act by
27 a Defendant or co-Defendant, such allegations and references shall also be deemed to mean the acts and/or
28 failures to act by each Defendant acting individually, jointly and severally.

1 **FACTUAL ALLEGATIONS**

2 9. Plaintiff AMMAR ALHASHLAMOUN worked as a Senior Marketing Manager for
3 Defendants at Blue Box Marketing from June 20, 2019 to March 25, 2020.

4 10. In December 2018, Mr. Alhashlamoun graduated from California Miramar University in
5 San Diego, with a Master's Degree in Business Administration. Six months later, Mr. Alhashlamoun
6 secured his sought-after position in his new professional career at Blue Box Marketing. His bi-weekly
7 salary was \$2,300.

8 11. By contract, Mr. Alhashlamoun's job responsibilities included developing marketing
9 strategies and plans to distinguish and to differentiate the Blue Box brand; Mr. Alhashlamoun was
10 responsible for formulating promotional campaigns to engage customers and cultivate brand loyalty; and
11 his duties also included search engine optimization for Blue Box.

12 12. Also, by contract, Blue Box promised to pay Mr. Alhashlamoun's visa sponsorship and
13 filling expenses, but that didn't come to pass. Mr. Alhashlamoun instead enrolled, at his own expense, at
14 Orange Coast College to continue his education and continue his visa coverage.

15 13. In March of 2020, Mr. Alhashlamoun was laid off from Blue Box Marketing.

16 **FIRST CAUSE OF ACTION**

17 **WILLFUL FAILURE TO PAY WAGES IN VIOLATION OF**

18 **LABOR CODE §§ 201-203**

19 **(AGAINST ALL DEFENDANTS)**

20 14. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as though
21 fully set forth herein.

22 15. If an employer discharges an employee, the wages earned and unpaid at the time of
23 discharge are due and payable immediately. If an employer willfully fails to pay, without abatement or
24 reduction, in accordance with Labor Code Sections 201 and 202, any wages of an employee who is
25 discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof
26 at the same rate until paid or until an action thereof is commenced; but the wages shall not continue for
27 more than 30 days.

28 16. Plaintiff was not exempt from the requirements of Labor Code §§ 201-203.

17. Here, Mr. Alhashlamoun was not paid his final wages until two weeks after termination, in violation of Cal. Lab. Code § 201.

18. At no time since Plaintiff's separation of employment did Defendant pay him wait-time penalties as required by Labor Code § 203.

19. As a direct and proximate result of Defendants' willful failure to pay Plaintiff's wages upon his discharge, Plaintiff incurred wait-time penalties in an amount equal to his daily rate of pay over the period that the wages were not paid in an amount subject to proof at trial.

SECOND CAUSE OF ACTION

FAILURE TO FURNISH ACCURATE WAGE STATEMENTS

IN VIOLATION OF LABOR CODE § 226

(AGAINST ALL DEFENDANTS)

20. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as though fully set forth herein.

21. Pursuant to Labor Code §§226 and 1174, employers have a duty to furnish their non-exempt employees with accurate itemized statements showing total hours worked, hourly wages, gross wages, total deductions net wages earned and name of the employer. An employer who violates these code sections is liable to its employees for the greater of actual damages suffered by the employee, or \$50.00 in civil penalties for the initial pay period in which a violation occurred, and \$100.00 per employee for each subsequent pay period, up to a statutory maximum of \$4,000.00.

22. Pursuant to Labor Code § 558.1, any employer or other person acting on behalf of an employer, who violates, or causes to be violated, Labor Code section 226, may be held liable as the employer for such violation. The term ‘other person acting on behalf of an employer’ is limited to a natural person who is an owner, director, officer, or managing agent of the employer.

23. At all times relevant herein, Defendants failed to furnish Plaintiff any wage statements whatsoever, in violation of Cal. Lab. Code § 226 (a). Instead, Defendants provided only paychecks in the form of cashier's checks. Thus, Defendants' employees were not furnished with itemized wage statements listing the (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions,

provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the last four digits of the employee's security number or an employee identification number other than a social security number, (8) the address of the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Rather, Defendants supplied only cashier's checks that identified the name of the Remitter and the name of the recipient after "Pay to the order of." This practice is in violation of Cal. Lab. Code § 226 (a).

24. Based on Defendants' conduct as alleged herein, Defendants are liable for damages and statutory penalties pursuant to Labor Code §226, as well as attorneys' fees and costs in an amount according to proof at trial.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE MEAL AND REST BREAKS

IN VIOLATION OF LABOR CODE §§ 226.7, 512

(AGAINST ALL DEFENDANTS)

25. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as though fully set forth herein.

26. Labor Code § 226.7 requires an employer to provide every employee with an uninterrupted rest period of not less than 10 minutes, for every period worked in excess of four hours.

27. At all relevant times, Plaintiff regularly worked in excess of five hours per day, and was thereby entitled to take uninterrupted 30-minute meal periods and 10-minute rest periods on each day of work.

28. At all relevant times, Defendants never informed Mr. Alhashlamoun, or any other employees, of their right to take rest periods. Therefore, Mr. Alhashlamoun either did not take rest periods; or when they did, they were interrupted. Defendants failed to compensate Mr. Alhashlamoun for missed meal rest periods, as required by Labor Code §§ 226.7 and the applicable sections of 8 Code of Regulations § 11050 and Industrial Welfare Commission Order No. 4-2001.

29. As alleged herein, Plaintiff is not exempt from the meal and rest breaks requirements of 8

1 Code of Regulations § 11050 and Industrial Welfare Commission Order No. 4-2001. Consequently,
2 Plaintiff is owed one hour of pay at Plaintiff's regular hourly rate for each day that Plaintiff was denied
3 such rest periods.

4 30. Plaintiff has been deprived of earned compensation for rest breaks as a direct and proximate
5 result of Defendants' failure and refusal to pay such compensation.

6 31. At all relevant times, Plaintiff worked approximately nine months without being permitted
7 to take any 10 minute rest breaks. Consequently, Plaintiff is owed one hour of pay at his regularly hourly
8 rate then in effect for each day that he was denied such a rest break pursuant to Labor Code § 226.7,
9 according to proof, plus interest thereon and costs of suit.

10 **FOURTH CAUSE OF ACTION**

11 **CIVIL PENALTIES IN VIOLATION OF LABOR CODE § 2699, ET SEQ.**

12 **(AGAINST ALL DEFENDANTS)**

13 32. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as though
14 fully set forth herein.

15 33. Under Labor Code §2699, et seq., Plaintiff, as a aggrieved employee, may bring an action
16 against defendants, on behalf of himself and other current or former employees, seeking statutory civil
17 penalties for defendants' violations of various provisions of the California Labor Code.

18 34. Plaintiff was a aggrieved employee within the meaning of Labor Code §2699, et seq.
19 because he was not paid his wages on a timely basis upon termination, in violation of Labor Code Sections
20 201 and 202.

21 35. Plaintiff was a aggrieved employees because at all relevant times, Defendants failed to
22 furnish him with wage statements in violation of Labor Code § 226 (a).

23 36. Plaintiff was an aggrieved employees because at all relevant times, Defendants failed to
24 inform him of his right to take meal or rest periods and therefore Plaintiff did not take rest periods in
25 violation of Cal. Lab. Code § 226.7.

26 37. As of the filing of this Complaint, Plaintiff has received no notice from the Labor and
27 Workforce Development Agency on its intent to pursue an action against Defendants.

28 38. As a direct and proximate result of Defendants' California Labor Code violations as set

1 forth herein, Plaintiff is entitled to civil penalties of \$100 for each aggrieved employee per pay period for
2 the initial violation, and \$200 for each aggrieved employee per pay period for each subsequent violation,
3 pursuant to Labor Code §2699(f), for those Labor Code sections not expressly providing for a penalty,
4 and civil penalties provided by the specific Labor Code sections that do expressly provide for a penalty.

5 39. Plaintiff is also entitled to reasonable attorney's fees and costs, and 25% of the recovered
6 civil penalties.

7 **PRAYER FOR RELIEF**

8 **WHEREFORE**, Plaintiff seeks judgment against Defendants and each of them, in an amount
9 according to proof as follows:

10 1. For civil and statutory penalties and reasonable attorney's fees and costs pursuant to Labor
11 Code §§ 226 and 2699, et seq.;

12 2. For statutory penalties or damages pursuant to Labor Code §226.3 in the amount according
13 to proof;

14 3. For waiting time penalties pursuant to Labor Code §§201-203 in the amount according to
15 proof;

16 4. For payment of meal and rest period compensation pursuant to Labor Code §226.7, in the
17 amount according to proof;

18 5. For civil and statutory penalties and damages pursuant to Labor Code §558 (a) and §226
19 (e).

20 6. For prejudgment interest on each of the foregoing at the legal rate from the date the
21 obligation became due through the date of judgment in this matter;

22 7. For costs of suit;

23 8. For post-judgment interest; and

24 9. For any other relief that is just and proper.

1 **DEMAND FOR JURY TRIAL**

2 Plaintiff hereby demands a trial by jury on all issues.

3 **PIMENTEL LAW, P.C.**

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5 Dated: July 27, 2020

6 By: Bruce T. Murray
7 Bruce T. Murray, Esq.
8 Attorney for Plaintiff
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