

MESSRELIAN LAW INC.

Harout Messrelian, Esq. (272020)

500 N. Central Ave., Suite 840

Glendale, California 91203

Telephone: (818) 484-6531

Facsimile: (818) 956-1983

Email: hm@messrelianlaw.com

Electronically FILED by
Superior Court of California,
County of Los Angeles
4/25/2023 7:48 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By Y. Tarasyuk, Deputy Clerk

Attorneys for Plaintiff ATEF JAMMAL

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ATEF JAMMAL,

Plaintiff,

vs.

N.A. GONZALEZ ENTERPRISES, INC. ;
ALAMEDA IMPORTS, INC.; NIMIA
GONZALEZ; and DOES 1 to 25, inclusive,

Defendants.

CASE NO.: 23STCV09220

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) FAILURE TO PROVIDE REST BREAKS;**
- 8) FAILURE TO PROVIDE MEAL BREAKS;**
- 9) PRIVATE ATTORNEYS GENERAL ACT ("PAGA")**
- 10) FAILURE TO REIMBURSE BUSINESS EXPENSES;**
- 11) VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

JURY TRIAL DEMANDED

COMES NOW Plaintiff, ATEF JAMMAL (hereinafter “Plaintiff”), and alleges as follows:

PARTIES, JURISDICTION, and 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 N.A. GONZALEZ ENTERPRISES, INC. ; ALAMEDA IMPORTS, INC.; NIMIA GONZALEZ and DOES 1 to 25, inclusive, 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 Los Angeles, State of California.

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant N.A. GONZALEZ ENTERPRISES, INC. is and was a California corporation, doing business in the County of Los Angeles, State of California, and which employed Plaintiff.

4. Plaintiff is informed and believes that at all times herein mentioned, Defendant ALAMEDA IMPORTS, INC. is and was a California corporation, doing business in the County of Los Angeles, State of California, and which employed Plaintiff. Plaintiff is informed and believes and thereon alleges that N.A. GONZALEZ ENTERPRISES, INC. and ALAMEDA IMPORTS, INC. are “joint employers” in that they both controlled the hours, wages, and/or working conditions of Plaintiff and employees, including hourly, non-exempt employees who worked for them during the relevant PAGA period.

5. Defendant NIMIA GONZALEZ is an individual, who at all relevant times and on

1 information and belief resided in Los Angeles County, California. Plaintiff is informed and
2 believes that NIMIA GONZALEZ is and was acting on behalf of and was the managing agent
3 and owner of both N.A. GONZALEZ ENTERPRISES, INC. and ALAMEDA IMPORTS,
4 INC. Plaintiff is informed and believes and thereon alleges that NIMIA GONZALEZ was
5 personally involved in the day-to-day operations of both businesses, including wages paid to
6 employees, and as such, controlled the wages, hours, and working conditions of Plaintiff and
7 other similarly situated aggrieved employees. NIMIA GONZALEZ is being included in this
8 complaint pursuant to California Labor Code section 558.1. N.A. GONZALEZ
9 ENTERPRISES, INC., ALAMEDA IMPORTS, INC., and NIMIA GONZALEZ are
10 collectively referred to herein as “N.A. GONZALEZ” or “Defendant(s)”.

11
12 6. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or
13 associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues
14 them by these fictitious names. Plaintiff is informed and believes that each of the DOE
15 defendants, numbers 1 to 25, reside in the State of California and are in some manner
16 responsible for the conduct alleged herein. Upon discovering the true names and capacities of
17 these fictitiously named defendants, Plaintiff will amend this complaint to show the true names
18 and capacities of these fictitiously named defendants.

19
20 7. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of
21 that information and belief, alleges that at all times herein mentioned, each of the remaining
22 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
23 under the authority of their agency, employment, or representative capacity, with the consent
24 of his/her codefendants.

25
26 **GENERAL ALLEGATIONS**

27 8. Plaintiff started working for N.A. GONZALEZ on or around 2013 or 2014. Plaintiff's
28

1 employment ended on or late April 2022.

2 9. During his employment tenure, Plaintiff was classified as an hourly, non-exempt
3 employee and earned \$15.00 per hour. In fact, his pay stubs have “hourly” under the
4 classification of pay and not salaried.

5 10. Plaintiff worked at both junk yard locations owned by Defendants. Plaintiff worked 6
6 days per week.

7 11. If N.A. GONZALEZ argues that Plaintiff was somehow a salaried, exempt employee,
8 that argument would not have merit since Plaintiff was only paid \$15.00 per hour, which is far
9 below the salary test threshold. Furthermore, Plaintiff was not exempt under the
10 Administrative, Executive, or Professional categories and only engaged in hourly, non-exempt
11 duties.

12 12. It is Plaintiff’s position that N.A. GONZALEZ has violated numerous Labor Code
13 Sections against Plaintiff and other similarly situated aggrieved employees.

14 13. N.A. GONZALEZ did not provide Plaintiff and other aggrieved employees with
15 compensation for all hours worked and did not pay Plaintiff and others the minimum wages to
16 which they were entitled for work performed pursuant to California Labor Code sections 1194,
17 1197 and 1197.1. This is so because N.A. GONZALEZ had a policy of rounding down the hours
18 worked by Plaintiff and other aggrieved employees which translated to Plaintiff and others not
19 being paid for all hours worked, including minimum wages. One look at Plaintiff’s paystubs
20 indicates that Plaintiff always worked 80.00 on the dot in a pay period. The latter is not consistent
21 with reality and is a red flag for rounding and time shaving issues. In addition, and to the extent
22 that Plaintiff would work through his meal periods, he was not compensated for that time, which
23 is akin to a minimum wage violation. In fact, since Plaintiff worked 9 hours per day Monday
24 through Friday (8am to 5pm) and 5 hours worked on Saturdays (8am to 1pm), that totals 50 hours
25 per week and 100 hours per pay period. Instead, Plaintiff’s pay stubs indicate that he worked 80
26 hours per pay period. In addition, N.A. GONZALEZ would require Plaintiff to handle court
27 appearances on behalf of the county in various counties, including San Diego. Plaintiff was
28

absolutely never paid for the time he spent traveling to court and defending the companies as this is another example of “off the clock” work.

14. Due to the above “off the clock” hours, N.A. GONZALEZ also violated Labor Code §510 because it failed to pay Plaintiff and other aggrieved employees any overtime even though they worked more than 8 hours per day and/or 40 hours per week throughout their employment. Plaintiff’s and other aggrieved employees’ actual work hours entitled them to overtime compensation, however, N.A. GONZALEZ did not compensate its hourly, non-exempt employees with overtime compensation. In fact, since Plaintiff worked 9 hours per day Monday through Friday (with no breaks – see below) and worked 5 hours on Saturdays, that translates into 50-hour work weeks and daily overtime of at least one hour during the week. Despite the latter, Plaintiff was not paid any overtime compensation at all. One look at his paystubs reveals that he was never paid overtime and his work hours were for the most part 80.00 hours for a particular pay period.

15. N.A. GONZALEZ also violated Labor Code § 226.7 and the appropriate Industrial Welfare Commission Wage Order no. 4/7 because it failed to provide Plaintiff and others with 10-minute rest periods for every four hours of work, or majority portion thereof, throughout their employment. N.A. GONZALEZ did not completely relieve Plaintiff and others of all duty during said rest periods. N.A. GONZALEZ did not pay to Plaintiff and others one additional hour of pay at Plaintiff’s regular rate of compensation for each workday that one or more statutory rest periods was not provided. It was not part of the company policy for employees such as Plaintiff and others to take uninterrupted rest breaks every 4 hours worked. As such, the culture at N.A. GONZALEZ did not lend itself to the employees receiving statutory rest breaks wherein they were relieved of all work duties. In fact, and throughout his employment tenure, Plaintiff never received one, much less two daily ten-minute, uninterrupted rest periods wherein he was relieved of all duties. As such, the environment at N.A. GONZALEZ was not conducive to receiving statutory rest breaks under California law and timely, statutory rest breaks were not authorized or enforced.

1 16. N.A. GONZALEZ violated Labor Code §§ 512 and 226.7 along with Industrial Welfare
2 Commission Wage Order no. 4/7 because it failed to provide hourly, non-exempt employees,
3 including Plaintiff and others, the requisite 30-minute, uninterrupted meal periods for every five
4 (5) hours of work throughout their employment. N.A. GONZALEZ did not completely relieve
5 employees of all duty during said meal periods. N.A. GONZALEZ did not pay to Plaintiff and
6 its hourly, non-exempt employees one additional hour of pay at their regular rate of
7 compensation for each workday that one or more statutory meal periods was not provided. Like
8 the rest breaks, receiving a timely, uninterrupted thirty-minute meal break was not part of the
9 company culture and was not enforced by N.A. GONZALEZ. In fact, Plaintiff never received a
10 timely, uninterrupted meal break before the 5th hour worked throughout his employment tenure.
11 Company policy and practice called for Plaintiff working through his meal periods and eating
12 his lunch while working. This is why there was never an UNINTERRUPTED thirty-minute meal
13 period wherein Plaintiff was relieved of all work duties. Meal breaks simply were not taken and
14 this was company policy. As such, it was the normal practice and custom of N.A. GONZALEZ
15 not to authorize, permit, and enforce timely, uninterrupted statutory meal periods.

16 17. Furthermore, during the relevant time period, and due to the labor code violations cited
17 above, N.A. GONZALEZ failed to pay Plaintiff and others all wages due to them within any
18 time period specified by California Labor Code section 204.

19 18. N.A. GONZALEZ was also in violation of California Labor Code section 226(a), by
20 failing to include pertinent information on the wage statements, including but not limited to, the
21 full and correct name of the legal employer along with the employer's address, all hours worked
22 (including "off the clock" hours and overtime), all applicable hourly rates, gross wages earned,
23 net wages earned, the correct start and end time of the pay period, all deductions, the employee's
24 identifying information, and premium pay for the missed meal and rest breaks. As such, N.A.
25 GONZALEZ did not provide Plaintiff and other similarly situated aggrieved employees with
26 complete, accurate itemized wage statements.

27 19. During the relevant time period, N.A. GONZALEZ also failed to keep accurate and
28

complete payroll records showing the actual hours worked per day and the wages paid to Plaintiff and others pursuant to California Labor Code sections 1174(d).

20. N.A. GONZALEZ also violated Labor Code § 203 because it willfully failed to pay Plaintiff and other similarly situated aggrieved employees earned and due wages upon separation of employment, either immediately upon involuntary termination, or within 72 hours of resignation. These earned but unpaid wages include payment for all hours worked (including the minimum wage), overtime compensation, and premium pay for missed meal and rest breaks.

21. Also, during the relevant time period, Plaintiff and other aggrieved employees incurred necessary, business-related expenses and costs that were not reimbursed by N.A. GONZALEZ. These costs include, but are not limited to, use of personal cell phones for work purposes. Plaintiff utilized his cell phone for pictures, communication with the owner, communicating with drivers, etc. Accordingly, N.A. GONZALEZ was in violation of California Labor Code sections 2800 and 2802.

22. Moreover, Plaintiff and others did not receive sick pay in violation California Labor Code Section 246 per his pay stubs. Moreover, N.A. GONZALEZ did not provide a suitable rest break area/facility for employees in violation of IWC Wage Order no. 4/7-2001, Section 13.

FIRST CAUSE OF ACTION

FAILURE TO COMPENSATE FOR ALL HOURS WORKED

(California Industrial Welfare Commission Order 4-2001/7-2001, California Code of Regulations Title 8 Section 11040/11070, and California Labor Code Section 1198)

(Plaintiff against all named defendants and all DOE defendants)

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

24. At all times relevant herein, Defendants were required to compensate its employees for all hours worked upon reporting for work at the appointed time stated by the employer pursuant to Industrial Welfare Commission Order 4-2001, California Code of Regulations, Title 8, Section 11040 and/or Industrial Welfare Commission Order 7-2001, California Code of

1 Regulations, Title 8, Section 11070.

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

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

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

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

14 29. 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 which will equal an
16 amount known to Plaintiff once he has obtained all of his payroll records from
17 Defendants.

18
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 30. Plaintiff re-alleges and incorporates by reference each and every allegation in
24 paragraphs 1 through 29, inclusive, of this Complaint as though fully set forth herein.

25 31. 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
28

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. 7-2001, codified at California Code of
3 Regulations, Title 8, Section 11070, subdivision 4.

4 32. Pursuant to IWC Wage Order no. 4-2001 and/or 7-2001, subdivision 2(K), 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 33. 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 34. 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 35. 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 36. 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 4-2001/7-2001, California Code of**
28 **Regulations Title 8 Section 11040/11070)**

(Plaintiff against all named defendants and all DOE defendants)

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

38. Pursuant to Industrial Welfare Commission Order No. 4-2001, California Code of Regulations, Title 8, Section 11040 and/or Industrial Welfare Commission Order No. 7-2001, California Code of Regulations, Title 8, Section 11070, 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.

39. 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. 7-2001, California Code of Regulations, Title 8, Section 11070.

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

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

42. Plaintiff was entitled to the above overtime premiums.

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 eight (8) in a day.

44. 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.

45. 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.

46. 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 47. 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 48. 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 49. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
7 Regulations, Title 8, Sections 11040 and/or 11070 , 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 50. 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 51. Plaintiff re-alleges and incorporates by reference each and every allegation in
18 paragraphs 1 through 50, inclusive, of this Complaint as though fully set forth herein.

19 52. 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 53. 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), commission payments, all deductions, premium pay for
25 missed rest breaks and meal breaks, and business expense reimbursement. Therefore,
26 Defendants failed to maintain and provide accurate itemized wage statements to Plaintiff in
27 accordance with California Labor Code Section 226(a).
28

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

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

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

15
16 **FIFTH CAUSE OF ACTION**

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

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

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

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

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

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

27 60. Pursuant to California Labor Code Section 203, if an employer willfully fails to pay,
28

1 without abatement or reduction, any wages of an employee whose employment ends, the wages
2 of the employee shall continue as a penalty from the due date at the same rate until paid or until
3 an action is commenced; however, the wages shall not continue for more than 30 days for
4 failure to pay an employee owed wages.

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

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

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

14 64. 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 **SIXTH CAUSE OF ACTION**

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

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

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

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

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

25 67. At all times relevant during the liability period, Defendants failed to pay Plaintiff the
26 full amount of all owed wages when due as required by California Labor Code Section 204.

27 68. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is
28 informed, believes, and thereon alleges, that all times relevant during the liability period,

1 Defendants maintained a policy or practice of not paying Plaintiff wages for all hours worked,
2 including overtime hours and the minimum wage as well as premiums for missed rest breaks
3 and meal breaks.

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

8 70. 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.

11 **SEVENTH CAUSE OF ACTION**

12 **FAILURE TO GIVE REST BREAKS**

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

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

16 72. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 17 a. Title 8 of the California Code of Regulations Sections 11040(12)(A) and/or
18 11070(12)(A), which provide that every employer shall authorize and permit all
19 employees to take rest periods, which insofar as practicable shall be in the middle of
20 each work period. The authorized rest period time shall be based on the total hours
21 worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major
22 fraction thereof;
23
24 b. Title 8 of the California Code of Regulations Sections 11040(12)(B) and/or
25 11070(12)(B), which provides that if an employer fails to provide an employee a
26 rest period in accordance with the applicable provisions of this order, the employer
27
28

1 shall pay the employee one (1) hour of pay at employee's regular rate of
2 compensation for each workday that the rest period is not provided;

3 c. Title 8 of the California Code of Regulations sections 11040(20)(A) and/or
4 11070(20)(A), which penalizes the employer \$50.00 for each initial violation, per
5 employee, of any provision of the Wage Order, and \$100.00 for each additional
6 violation thereafter per employee; and

7
8 d. California Labor Code section 226.7, which states that (a) no employer shall require
9 any employee to work during any rest period mandated by an applicable order of
10 the Industrial Welfare Commission, and (b) if an employer fails to provide an
11 employee a rest period in accordance with an applicable order of the Industrial
12 Welfare Commission, the employer shall pay the employee one (1) additional hour
13 of pay at employee's regular rate of compensation for each work day that the rest
14 period is not provided.

15
16 73. Plaintiff alleges that he was not authorized and permitted to take a ten (10) minute
17 rest break after every four (4) hours of work or major fraction thereof, as required by California
18 law.

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

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

25
26 76. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
27 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
28 trial.

1 **EIGHTH CAUSE OF ACTION**

2 **FAILURE TO GIVE MEAL BREAKS**

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

4 77. Plaintiff re-alleges and incorporates by reference each and every allegation in
5 paragraphs 1 through 76, inclusive, of this Complaint as though fully set forth herein.
6

7 78. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 8 a. California Labor Code section 512(a), which requires that employees be given a 30-
9 minute uninterrupted meal break after five (5) hours of work, and a second
10 uninterrupted meal break after ten (10) hours of work;
11
- 12 b. California Labor Code section 226.7, which states that (a) no employer shall require
13 any employee to work during any meal period mandated by an applicable order of
14 the Industrial Welfare Commission, and (b) if any employer fails to provide an
15 employee a meal period in accordance with an applicable order of the Industrial
16 Welfare Commission, the employer shall pay the employee one (1) additional hour
17 of pay at the employee's regular rate of compensation for each workday that the
18 meal period is not provided;
19
- 20 c. California Industrial Welfare Commission Order No. 4 and/or 7 section 11(B), as
21 codified under Title 8 of the California Code of Regulations Section 11040 and/or
22 11070, which state that if an employer fails to provide an employee a meal period in
23 accordance with the applicable provisions of the Wage Order, the employer shall
24 pay the employee one (1) hour of pay at the employee's regular rate of
25 compensation for each workday that the meal period is not provided;
26
- 27 d. California Industrial Welfare Commission Wage Order No. 4 and/or 7 Section
28 7(A)(3), as codified under Title 8 of the California Code of Regulations Section

1 11040 and/or 11070, which require an employer to maintain records documenting
2 its employees' meal periods;

3 e. California Industrial Welfare Commission wage order No. 4 and/or 7 Section
4 20(A), as codified under California Code of Regulations Section 11040 and/or
5 11070, which penalizes the employer \$50.00 for each initial violation, per
6 employee, of any provision of the Wage Order, and \$100.00 for each additional
7 violation thereafter per employee; and

8 f. California Labor Code section 1171 and 1173, which have given the California
9 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order nos. 4
10 and/or 7) as enforceable law.
11

12 79. Plaintiff alleges that he was not authorized and permitted to take relieved meal breaks
13 after five (5) hours of work. Plaintiff further alleges that he was not authorized and permitted to
14 take a second relieved meal break after ten (10) hours of work, as required by California law.
15 California Labor Code section 512(a) and California Industrial Welfare Commission Order No.
16 4 and/or 7, as codified under California Code of Regulations Sections 11040 and/or 11070 et.
17 seq., require that employees receive uninterrupted meal periods every five (5) hours of
18 consecutive work, and that the meal period be at least 30 minutes in length, wherein employee
19 is relieved of all work duty. California Labor Code section 226.7 provides that employers may
20 not require their employees to work through their meal periods. California Labor Code section
21 226.7 and California Code of Regulations section 11040 and/or 11070 require that if the
22 employer fails to provide the employee with an uninterrupted meal period, the employer must
23 pay the employee one (1) hour of pay for each workday that the meal period is not given.
24
25

26 80. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
27 regulations, and wage orders alleged in this cause of action along with any allowable interest,
28

1 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
2 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

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

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

8 **NINTH CAUSE OF ACTION**

9 **PRIVATE ATTORNEYS GENERAL ACT**

10 **Individual and Representative Claim for PAGA penalties under California Labor Code**
11 **sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 246, 510, 512, 558, 1174,**
12 **1174.5, 1194, 1197, 1198, 2802, 3700.5)**

13 **(Against All Named Defendants and all DOE Defendants)**

14 83. Plaintiff re-alleges and incorporates by reference each and every allegation in
15 paragraphs 1 through 82, inclusive, of this Complaint as though fully set forth herein.

16 84. Pursuant to law, Plaintiff provided the required written notice to the LWDA and
17 Defendants of the specific violations of the California Labor Code that Defendants
18 and DOE defendants have violated and continue to violate.

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

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

25 87. Pursuant to California Labor Code section 2699, any provisions of the Labor Code
26 that provides for a civil penalty to be assessed and collected by the LWDA or any of its
27 departments, divisions, commissions, boards, agencies, or employees for violation of the code
28

1 may, as an alternative, be recovered through a civil action brought by an aggrieved employee
2 on behalf of himself or herself and other current or former employees pursuant to the
3 procedures specified in California Labor Code section 2699.3.

4 88. Plaintiff is an “aggrieved employee” because Plaintiff was employed by the alleged
5 violator and had one or more of the alleged violations committed against him, and therefore is
6 properly suited to represent the interests of other current and former employees, including all
7 hourly, non-exempt employees who worked for Defendants in the State of California during
8 the PAGA period at any of their locations in California.

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

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

16 91. California Labor Code section 2699 et seq. imposes penalties upon culpable
17 Defendants for violating the Labor Code.

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

26 93. Plaintiff seeks penalties for Defendants’ misconduct as alleged herein as permitted by
27 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
28

1 seeking individual/victim specific relief or underpaid wages under this particular cause of
2 action.

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

5 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226,
6 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198, 2802, 3700.5 via
7 2698 and 2699 and any other Labor Codes and Industrial Welfare Commission Wage Order
8 Provisions (nos. 4 and/or 7) violated based on the facts alleged in this Complaint.

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

13 **TENTH CAUSE OF ACTION**

14 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

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

16 96. Plaintiff re-alleges and incorporates by reference each and every allegation in
17 paragraphs 1 through 95, inclusive, of this Complaint as thought fully set forth herein.

18 97. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her
19 employee for all necessary expenditures or losses incurred by the employee in direct
20 consequence of the discharge of his or her duties."

21 98. Beginning at least 3 years prior to the filing of this complaint, in order to discharge
22 their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course
23 of completing his job duties, which were not reimbursed by Defendant. These costs include, but
24 are not limited to, use of personal cell phones for work purposes. Plaintiff utilized his cell phone
25 for pictures, communication with the owner, communicating with drivers, etc.

26 99. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest
27 and attorney's fees and costs, under Labor Code section 2802.
28

1 **ELEVENTH CAUSE OF ACTION**

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

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

4 **(Plaintiff against Defendants N.A. Gonzalez, Inc. and Alameda Imports, Inc. only and**
5 **all DOE defendants)**

6 100. Plaintiff re-alleges and incorporates by reference each and every allegation in
7 paragraphs 1 through 99, inclusive, of this Complaint as though fully set forth herein.

8 101. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants
9 constitutes unfair and unlawful business practices under California Business and Professions
10 Code Section 17200, et seq.

11 102. Defendant's violations of California labor laws constitutes a business practice because
12 it was done repeatedly over a significant period of time in a systematic manner that was
13 detrimental to Plaintiff and other similarly situated aggrieved employees.

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

18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiff prays for Judgment against Defendants and each of them, as
20 follows:

- 21
- 22 1. For compensatory damages including lost past and future wages, regular wages,
23 overtime, and all other sums of money, including employment benefits, together
24 with interest on said amounts, and any other economic injury to Plaintiff, according to
25 proof;
 - 26 2. For special and consequential damages to the extent allowed by law;
 - 27 3. For damages for wages and overtime not paid to Plaintiff in an amount subject to proof
- 28

1 at trial;

2 4. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount
3 subject to proof at trial;

4 5. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to
5 proof at trial;

6 6. For restitution and disgorgement for all unfair business practices by corporate
7 Defendants against Plaintiff in an amount according to proof;

8 7. For an order enjoining corporate Defendants from further unfair and unlawful business
9 practices in violation of Business and Professions Code section 17200, et seq.;

10 8. For maximum civil penalties available under the Labor Code and applicable Wage
11 Order against Defendants as described more particularly in the Complaint and
12 representative PAGA claims;

13 9. For all remedies available to Plaintiff under the applicable Wage Order and the
14 Labor Code including an award of unpaid wages, attorney's fees, costs, interest,
15 liquidated damages, damages, penalties, and waiting time penalties according to proof
16 to the extent permitted by law via PAGA;

17 10. For the imposition of civil penalties and/or statutory penalties;

18 11. Reasonable attorney's fees where available by law, including but not limited to,
19 pursuant to Labor Code section 2698 et seq., and the Labor Code generally;

20 12. For one hour of wages due to Plaintiff for each work period of more than five (5) hours
21 when Plaintiff did not receive an uninterrupted thirty (30) minute meal period.

22 13. For one hour of wages due to Plaintiff for each work period of at least three-and-a-half
23 (3.5) hours when Plaintiff did not receive an uninterrupted ten (10) minute rest period.

24 14. Costs and expenses of suit incurred herein;

25 15. For all interest as allowed by law;

26
27 ///

1 16. For such other and further relief as the Court deems just and proper.

2
3 DATED: April 25, 2023

MESSRELIAN LAW INC.

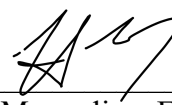
4
5 By 
6 Harout Messrelian, Esq.
7 Attorneys for Plaintiff Atef Jammal

8
9
10 **DEMAND FOR JURY TRIAL**

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

12
13 DATED: April 25, 2023

MESSRELIAN LAW INC.

14
15 By 
16 Harout Messrelian, Esq.
17 Attorneys for Plaintiff Atef Jammal
18
19
20
21
22
23
24
25
26
27
28