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December 6, 2025

**NOTICE VIA ONLINE SUBMISSION**

California Labor & Workforce Development Agency (LWDA)  
Attn: PAGA Administrator  
<https://dir.tfaforms.net/308>

**VIA U.S. CERTIFIED MAIL (RETURN RECEIPT REQUESTED)**

Motor Body Company, Inc.  
c/o Russel P. Alongi, Agent  
455 Sunol St  
San Jose, CA 95126

Alongi Brothers, Inc.  
c/o Nicholas Alongi, Agent  
455 Sunol St  
San Jose, CA 95126

**RE: Emilio Ramirez/Motor Body Company, Inc./ Alongi Brothers, Inc.  
Private Attorneys General Act**

To Whom It May Concern:

Pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.* ("PAGA"), Mr. Emilio Ramirez (hereafter "Ramirez") provides notice on behalf of himself and of all individuals currently and formerly employed in California as non-exempt or hourly paid employees (hereafter the "Aggrieved Employees"), by Motor Body Company, Inc., Alongi Brothers, Inc., Russel P. Alongi, Nicholas Alongi (hereafter collectively "MOTOR BODY"), of violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 558.1, 1174, 1194, 1197, 1198, and 2802. Russel P. Alongi and Nicholas Alongi are being included in this PAGA notice pursuant to Labor Code Section 558.1 as each of them was or is an owner/director/managing agent of Motor Body Company, Inc. and/or Alongi Brothers, Inc., was involved in the day-to-day operations of the business, and as such, controlled the wages, hours, and working conditions of Ramirez and the other Aggrieved Employees. On behalf of himself and all other Aggrieved Employees, Ramirez hereby provides this notice to the Labor & Workforce Development Agency and MOTOR BODY and its agents and representatives.

At all relevant times, MOTOR BODY has employed persons, conducted business, and engaged in illegal payroll practices and policies, throughout California. Ramirez and the Aggrieved

Employees are “employees” within the meaning of Wage Order 9-2001 (hereafter “the Wage Order”) § 2, subdivision (F), and “Aggrieved Employees” within the meaning of Labor Code § 2699, subdivision (c).

### **STATEMENT OF FACTS**

MOTOR BODY first began to employ Ramirez in or around August/September 2025 as a laborer at its yard located at 455 Sunol St, San Jose, CA 95126. Ramirez generally worked five days per week from approximately 8:30 a.m. 6:00 p.m. Ramirez’s employment ended on or around October 6, 2025.

At all relevant times, MOTOR BODY issued wages to Ramirez and all of the other Aggrieved Employees on a weekly basis and paid them by the hour. Ramirez’s latest rate of pay was \$23.00 per hour. At all relevant times, Ramirez and all of the other Aggrieved Employees as non-exempt employees entitled to the protections of the Labor Code and the Wage Order.

MOTOR BODY failed to pay Ramirez and the other Aggrieved Employees for all time worked or subject to its control. Ramirez often performed work before clocking in for the start of his shift. For example, he was instructed to move cars to allow cranes to pass, a task that typically took about five minutes. In addition, supervisors/management, including Victor (last name unknown) frequently called and sent text messages to Ramirez about work matters before or after their shifts. Despite this, MOTOR BODY did not compensate Ramirez and the Aggrieved Employees for this off-the-clock work.

MOTOR BODY failed to pay Ramirez and the Aggrieved Employees properly-calculated overtime wages even though they worked more than 8 hours per day and/or 40 hours per week throughout their employment. It was not company policy to keep accurate track of all hours worked and to pay employees the accurate amount of overtime, especially since the “off the clock” work was not factored into the equation. Furthermore, any incentive payments and/or bonus payments were not factored into employees’ regular rate of pay for purposes of deciphering the correct overtime rate of pay. In addition, any bonus and/or incentive payments were not factored into the correct sick pay wages and meal and rest break premium pay per *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 863.

MOTOR BODY failed to provide all compliant meal periods and authorize and permit all compliant rest periods to which Ramirez and the other Aggrieved Employees were entitled. Ramirez and the other Aggrieved Employees were entitled to take off-duty, uninterrupted 30-minute meal periods before the fifth and tenth hours of work and to take uninterrupted 10-minute rest periods for every four hours or major fraction thereof worked. Due to the workload and pressure from management, Ramirez and the Aggrieved Employees would not be able to take timely, uninterrupted meal periods before the 5<sup>th</sup> hour worked. For example, despite clocking in at 8:30 a.m., Ramirez was not able to take a meal break until 2:00 p.m./2:30 p.m. on many occasions. Management also instructed Ramirez to clock out for his meal period and continue working. When Ramirez did attempt to take his meal breaks, he was frequently interrupted by office staff,

contacted over the radio with instructions, and/or sent text messages on his personal phone. Similarly, Ramirez and the other Aggrieved Employees were not always able to take their 10-minute rest breaks due to the workload. As such, the culture as well as the policies and procedures of MOTOR BODY did not lend itself to the employees receiving compliant meal and rest breaks wherein they were relieved of all work duties. On information and belief, MOTOR BODY did not provide premium wages for these meal and rest break violations; if MOTOR BODY did provide premium wages, they were not paid at the correct rate, as explained above.

MOTOR BODY failed to reimburse Ramirez and the other Aggrieved Employees for business expenses they incurred in direct consequence of the discharge of their duties. MOTOR BODY required Ramirez and the Aggrieved Employees to use their own personal mobile phones to clock in and out for work, yet did not provide company phones or reimburse Ramirez and the other Aggrieved Employees for these mobile phone expenses. Accordingly, MOTOR BODY was in violation of California Labor Code sections 2800 and 2802.

MOTOR BODY failed to pay its employees all wages due to them within any time period specified by California Labor Code section 204, including the minimum wages and overtime as described above as well as meal/rest break premiums.

MOTOR BODY did not provide Ramirez and the other Aggrieved Employees accurate, itemized wage statements in violation of Labor Code 226. Wage statements must include all hours worked, overtime hours worked, all applicable hourly rates, the correct legal name and correct address of employer entity, gross wages earned, all deductions, net wages earned, reimbursement for business expenses, the correct start and end of the applicable pay period, the employee ID numbers or social security numbers, among other items. Labor Code § 226(a)(2). MOTOR BODY's failure to maintain accurate records as to the hours worked daily by employees also constitutes a violation of Labor Code section 1174(d).

Finally, because MOTOR BODY did not properly pay all wages earned as explained herein, MOTOR BODY also failed to pay final wages owed to the Aggrieved Employees in violation of Labor Code section 203. These earned but unpaid wages include minimum wages and compensation for all hours worked, overtime compensation, premium pay for missed meal and rest breaks, and business expense reimbursement, among others.

For the reasons herein, on behalf of himself and the Aggrieved Employees, Ramirez alleges that MOTOR BODY committed the following violations of the California Labor Code and the Wage Order: 1) failed to pay wages for all time worked or subject to MOTOR BODY's control, including minimum wages and correctly-calculated overtime wages; 2) failed to provide meal periods or pay correctly-calculated premium wages in lieu thereof; 3) failed to authorize and permit rest periods or pay correctly-calculated premium wages in lieu thereof; 4) failed to reimburse reasonably necessary business expenses; 5) failed to provide compliant wage statements; 6) failed to maintain accurate records; and 7) failed to timely pay all wages owed during and upon separation of employment.

Accordingly, Ramirez now seeks civil penalties on behalf of himself and the Aggrieved Employees based on MOTOR BODY's alleged violations of the California Labor Code and the Wage Order.

### **THE WAGE ORDER**

Wage Order 9-2001 applies to "all persons employed in the transportation industry whether paid on a time, piece rate, commission, or other basis." § 1.

At all relevant times during the applicable limitations period, MOTOR BODY engaged in towing and road services. Accordingly, Ramirez and the Aggrieved Employees are entitled to the protections afforded by the Wage Order.

### **FAILURE TO PAY WAGES FOR ALL HOURS WORKED AT THE CORRECT RATES OF PAY**

Labor Code §§ 510, 558, 1194, 1197, and 1198

Labor Code sections 510, 1194, and 1197 require employers to pay the wages agreed to and at least minimum wages for all time under the employer's control, overtime wages for hours worked over eight per day or forty per week at one and one-half times the employee's regular rate of pay, and double-time wages for hours worked over twelve in one day or for the first eight hours of work on the seventh consecutive day of work at two times the employee's regular rate of pay. Labor Code section 558 establishes a civil penalty for violation of Labor Code section 510. Labor Code section 1198 prohibits employers from employing their employees under conditions prohibited by the Wage Order.

MOTOR BODY failed to pay all minimum, regular, and overtime wages to Ramirez and the other Aggrieved Employees because MOTOR BODY did not pay for off-the-clock work, and failed to pay overtime wages based on correct regular rates of pay.

### **FAILURE TO PROVIDE MEAL PERIODS**

Labor Code §§ 226.7, 512, and 1198

Employers must provide employees a 30-minute, uninterrupted meal period after no more than five hours of work, and a second such meal period after no more than 10 hours work. Labor Code § 512(a); IWC Wage Order(s) §§ 11(A)-(B); *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal. 4th 1004, 1049. If an employer fails to provide an employee a meal period in accordance with California law, the employer must pay the employee one hour of pay at the employee's regular rate for each work day the meal period is not provided. Lab. Code § 226.7(c); IWC Wage Order(s), § 11(D); *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 863.

MOTOR BODY failed to provide Ramirez and the other Aggrieved Employees with compliant meal periods and failed to pay one hour of correctly-calculated premium pay for each day such a meal period was not provided.

### **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**

Labor Code § 226.7 & 1198

The Rest Period section of the applicable Wage Order provides: “Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. Nothing in this provision shall prevent an employer from staggering rest periods to avoid interruption in the flow of work and to maintain continuous operations, or from scheduling rest periods to coincide with breaks in the flow of work that occur in the course of the workday. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time for every four (4) hours worked, or major fraction thereof. Rest periods shall take place at employer designated areas, which may include or be limited to the employees’ immediate work area.” IWC Wage Order(s), § 11; Labor Code § 226.7(c); *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 863.

MOTOR BODY failed to authorize and permit Ramirez and the other Aggrieved Employees to take rest periods and failed to pay one hour of correctly-calculated premium pay for each day such a rest period was not provided.

### **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**

Labor Code §§ 226

California employers are required to provide itemized wage statements showing, among other things, “gross wages earned,” “total hours worked by the employee,” “net wages earned,” and “all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.” Labor Code §§ 226(a)(1), (2), (5), (9).

MOTOR BODY did not provide itemized wage statements accurately reflecting Ramirez’s and the other Aggrieved Employees’ gross wages earned, total hours worked, net wages earned, and all applicable hourly rates and the number of hours worked at each rate.

### **FAILURE TO PROVIDE ACCURATE RECORDS**

Labor Code §§ 1174, 1174.5, 1198; IWC Wage Order(s), § 6

An employer must maintain payroll records showing hours worked daily by, and wages paid to, its employees, in accordance with rules established by the Industrial Welfare Commission. Labor Code § 1174. An employer must also maintain time records showing when each work period, and meal period, begins and ends. IWC Wage Order(s), § 6.

Because MOTOR BODY rounded employees’ time worked, did not record off-the-clock work, and did not keep track of meal periods and/or interrupted employees’ meal periods, MOTOR BODY failed to maintain accurate records as to the hours worked daily by employees and as to when each work period and meal period began and ended.

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**FAILURE TO REIMBURSE FOR EXPENSES**

Labor Code §§ 1198, 2802, and 2804

An employer must reimburse its employees for their reasonable business-related expenses. Labor Code § 2802. The right to reimbursement cannot be waived. Labor Code § 2804.

MOTOR BODY failed to reimburse Ramirez and the other Aggrieved Employees for their reasonable business-related expenses, including use of their own personal cell phones, in effectuating their job duties.

**FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT  
& UPON SEPARATION**

Labor Code §§ 201-204

An employer must pay “[a]ll wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment...twice during each calendar month, on days designated in advance by the employer as the regular paydays.” Labor Code § 204. An employer must pay all wages owed to terminated employees at the time of termination, or within 72 hours to employees who quit. Labor Code §§ 201-202. If an employer willfully fails to timely pay all wages to separated employees, the wages continue at the same rate for up to 30 days, until paid. Labor Code § 203.

As a result of its failure to pay all wages earned, as described above, MOTOR BODY failed to pay all wages due to Ramirez and the Aggrieved Employees during employment and all final wages due to the Aggrieved Employees upon separation of employment and violated Labor Code Sections 201-204.

**PERSON ACTING ON BEHALF OF EMPLOYERS WHO VIOLATES LABOR CODE**

Labor Code § 558.1

In relevant part, Labor Code section 558.1 states:

(a) Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.

At all relevant times, Russel P. Alongi and Nicholas Alongi were employers of Ramirez and all of the other Aggrieved Employees, and/or “owner,” “managing agent,” and/or “officer” of Motor Body Company, Inc. and Alongi Brothers, Inc. Russel P. Alongi and Nicholas Alongi directly or indirectly, or through an agent or other person, employed and exercised control over the wages, hours, and/or working conditions of Ramirez and the Aggrieved Employees, and caused the violations to the Labor Code and the Wage Order described above. On behalf of himself and all of the other Aggrieved Employees, Ramirez seeks the same civil penalties against Russel P. Alongi

and Nicholas Alongi on the same grounds for which he seeks civil penalties against Motor Body Company, Inc. and Alongi Brothers, Inc.

### **CONCLUSION**

As noted above, this letter constitutes the required notice under the California Labor Code Private Attorneys General Act of 2004. Please be advised that Emilio Ramirez will seek both reasonable attorneys' fees and costs under Labor Code § 2699, subdivision (g) (1) in a civil action should the LWDA decline to pursue this matter. This letter also serves as a formal notice under the catalyst theory and Code of Civil Procedure §1021.5 to resolve this matter before litigation.

Sincerely,

A handwritten signature in blue ink, appearing to read "Maralle Messrelian".

Maralle Messrelian, Esq.  
[maralle@mmlawapc.com](mailto:maralle@mmlawapc.com)