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David W. Slayton,
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Attorneys for Plaintiffs
ALEX GONZALEZ, an individual, ALI HASSAN
KASSEM, an individual

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, NORTH EAST DISTRICT - PASADENA

ALEX GONZALEZ, an individual, ALI
HASSAN KASSEM, an individual, and on
behalf of all aggrieved employees,

Plaintiffs,

vs.

NISSAN OF DUARTE, LLC, a California
limited liability company, DUARTE NISSAN
MOTOR GROUP, LLC, a California limited
liability company, KAB GROUP
INVESTMENTS, INC., a California corporation,
KHALED ABOU BAKER, an individual, JOHN
RANIKH SOUCCAR, an individual, and DOES
1-25, inclusive,

Defendants.

) Case No. **24STCV21144**
)
) **COMPLAINT FOR DAMAGES FOR:**
) **1. FAILURE TO PAY ALL WAGES**
) **INCLUDING OVERTIME AND**
) **MINIMUM WAGES;**
) **2. FAILURE TO PROVIDE MEAL AND**
) **REST PERIODS OR PREMIUMS IN**
) **LIEU THEREOF;**
) **3. FAILURE TO REIMBURSE**
) **BUSINESS EXPENSES;**
) **4. FAILURE TO PROVIDE ACCURATE**
) **ITEMIZED WAGE STATEMENTS;**
) **5. FAILURE TO PAY ALL WAGES DUE**
) **AND PAYABLE AT SEPARATION OF**
) **EMPLOYMENT;**
) **6. FAILURE TO PROVIDE ACCESS TO**
) **EMPLOYMENT RECORDS;**
) **7. UNFAIR BUSINESS PRACTICES; and**
) **8. CIVIL PENALTIES PURSUANT TO**
) **PAGA.**
)

COMES NOW Plaintiffs ALEX GONZALEZ and ALI HASSAN KASSEM ("Plaintiffs"),
individually and on behalf of all aggrieved employees, with their Complaint against Defendants
NISSAN OF DUARTE, LLC, a California limited liability company, DUARTE NISSAN MOTOR
GROUP, LLC, a California limited liability company, KAB GROUP INVESTMENTS, INC., a
California corporation, KHALED ABOU BAKER, an individual, JOHN RANIKH SOUCCAR, an
individual, and DOES 1 through 25 inclusive, hereby alleges as follows:



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1 with its principal place of business in Duarte, Los Angeles County, California. At all times
2 hereinafter mentioned, Defendant DNMG was an employer whose employees were engaged in this
3 county and the State of California.

4 7. Plaintiffs are informed, believe, and thereon allege that Defendant KAB GROUP
5 INVESTMENTS, INC. ("KAB") is, and at all times mentioned herein was, a California company
6 registered to do business and actively doing business in the State of California, with its principal
7 place of business in Duarte, Los Angeles County, California. At all times hereinafter mentioned,
8 Defendant KAB was an employer whose employees were engaged in this county and the State of
9 California. Plaintiffs are further informed, believe, and thereon allege that KAB is the shell
10 corporation and owner of ND and DNMG.

11 8. Plaintiffs are informed, believe, and thereon allege that Defendant KHALED ABOU
12 BAKER ("BAKER"), an individual, is a resident of Los Angeles County, California, and is the
13 majority shareholder of KAB

14 9. Plaintiffs are informed, believe, and thereon allege that Defendant JOHN RANIKH
15 SOUCCAR ("SOUCCAR"), an individual, is a resident of Los Angeles County, California, and is
16 the General Manager of ND and DNMG and a director and minority owner of KAB.

17 10. Each aforementioned Defendant may hereinafter be collectively referred to as
18 "Defendants."

19 11. The true names and capacities, whether individual, corporate, partnership, associate,
20 or otherwise, of Defendants sued herein as DOES 1 through 25, inclusive, are currently unknown to
21 Plaintiffs, who therefore sue said Defendants by fictitious names. Plaintiffs are informed, believe,
22 and thereon allege that each of the Defendants designated herein as DOE is legally responsible in
23 some manner for the events and happenings referred to herein, and caused injury and damage
24 proximately thereby to Plaintiffs as hereinafter alleged. Plaintiffs will seek leave of court to amend
25 this Complaint to show the true names and capacities of the Defendants designated herein as DOES
26 when the same have been ascertained. Whenever in this Complaint reference is made to
27 "Defendants," such allegation shall be deemed to mean the acts of Defendants acting individually,
28 jointly, or severally.



12. Plaintiffs are informed, believe, and thereon allege that Defendants were their “Employer” as that term is defined in the applicable Wage Order of the Industrial Welfare Commission (“IWC”). Plaintiffs are informed and believe and thereon alleges that, at all relevant times mentioned herein, Defendants were Plaintiffs’ employer.

JOINT LIABILITY

13. Except as hereinafter specially described, Defendants, and each of them, are and were the agents and/or employees of the other Defendants, and in acting as described herein were acting within the scope of their authority or employment as agents and/or employees thereof, and with the permission and consent of the other Defendants.

14. As to each of the Defendants, Plaintiffs are informed, believe, and thereon allege that, at all relevant times mentioned herein, each Defendant was the principal, agent, employer, employee, partner, joint venture, officer, director, controlling shareholder, alter ego, subsidiary, affiliate, parent corporation, successor in interest and predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants, so as to be liable for the conduct of them.

15. Plaintiffs are further informed, believe, and thereon allege that each Defendant acted pursuant to and within the scope of the relationships alleged above; that each Defendant knew or should have known about, authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other Defendants; and that each Defendant acted pursuant to a conspiracy and agreement to do the things alleged herein.

GENERAL BACKGROUND FACTS

16. Plaintiffs began their employment as Sales Managers for Defendants in or around December 2023. GONZALEZ's employment with Defendants ended in or around March 2024.

17. Neither at the time of Plaintiffs' hire, nor any time thereafter, did Defendants provide Plaintiffs with a written notice communicating the following: the rate or rates of pay and basis thereof; allowances, if any, claimed as part of the minimum wage; the regular payday designated by the employer; the name of the employer, including "dba" names used; the physical



1 address of the employer's main office of principal place of business; the telephone number of the
2 employer; contact information of the employer's workers' compensation insurance carrier; that
3 employee may accrue and use sick leave, among other things related; and any other information the
4 Labor Commissioner deems material and necessary.

5 18. Plaintiffs are informed and believe that Defendants failed to provide any of its non-
6 exempt employees with the requisite and compliant notice and continue to fail to do so.

7 19. Defendants not only failed to provide the requisite notice discussed above, but
8 Defendants failed to provide Plaintiffs with any commission agreement and/or pay plan, until
9 providing GONZALEZ with a Desk Manager Compensation Program ("Comp. Program")
10 document in or around January 2024, despite being told by Defendants' management throughout
11 their employment that such would be provided.

12 20. KASSEM is informed and believes that Defendants fluctuated from paying him on
13 an hourly, commission, and draw basis. While Defendants have failed to provide KASSEM's
14 payroll records to which he is lawfully entitled to, the payroll records KASSEM has in his
15 possession indicate the depth of Defendants' unlawful wage and hour practices. Defendants
16 monthly draw/advance to KASSEM was routinely recovered or deducted from future commission
17 and minimum wages, resulting in KASSEM often earning less than minimum wage for all hours
18 worked. Additionally, Defendants failed to pay KASSEM for all hours worked as Defendants
19 often failed to pay KASSEM an hourly rate for all hours worked during multiple pay periods.

20 21. GONZALEZ is informed and believes, and his Comp. Plan suggests, that
21 Defendants paid GONZALEZ a draw payment against future anticipated commissions.
22 GONZALEZ's draw payment was not a salary, meaning a predetermined amount that was not
23 subject to reduction, as the Comp. Plan clearly stated it was subject to a reduction (i.e. future
24 commission). At no point during GONZALEZ's employment with Defendants did Defendants
25 separately compensate GONZALEZ for rest periods or any non-productive and/or non-sales time
26 spent working despite Defendants obligations under California law to do so. GONZALEZ
27 routinely performed non-productive tasks such as team meetings, one-on-one meetings, team
28 trainings, and trainings with other sales representatives, among many other things.



1 22. Throughout Plaintiffs' employment with Defendants, Defendants management and
2 Human Resources department ("HR"), specifically Melinda in HR, instructed managers to adjust
3 hourly employees' timesheets to ensure compliant meal periods appear on timesheets regardless of
4 whether such meal periods were ever taken or whether they were timely. Managers were further
5 instructed to adjust hourly employees' timesheets to avoid excessive overtime hours. Plaintiffs
6 both opposed such instructions and practices by communicating to Melinda that the employees
7 were working the hours managers were being instructed to deduct, although Melinda simply say
8 she did not care and hours needed to be manually adjusted. Defendants' practices quite literally
9 stripped its employees of hours worked and wages rightfully owed.

10 23. Despite Defendants obligation to provide non-exempt employees with timely, duty-
11 free, and uninterrupted meal periods, Defendants failed to provide or give Plaintiffs the opportunity
12 to take such meal periods and instead manipulated and manually altered such employees' timecards
13 to create an appearance and paper trail of meal periods.

14 24. Additionally, at no point did Defendants provide Plaintiffs with compliant rest
15 periods or separately compensate for such, as discussed above.

16 25. Moreover, Plaintiffs were required to have their personal phones with them at all
17 times, both during and before/after their shifts, to be available to potential clients, current clients,
18 and management.

19 26. Plaintiffs are informed and believe that Defendants failed to provide and continue to
20 fail to provide complaint meal and rest periods, or premium wages in lieu thereof, and fail to
21 separately compensate rest periods to all other non-exempt and sales employees.

22 27. Plaintiffs were required and expected to routinely use their personal cell phone for
23 work every day of their employment with Defendants, both weekdays and weekends. Plaintiff's
24 personal cell phone was crucial in order for them to communicate with Defendants' employees,
25 current and potential customers, and others. Plaintiffs had to be available at all times of the day
26 and days of the week. Plaintiffs tended to customer and employee needs every day of the week,
27 both while at the workplace and outside of the workplace. Defendants were fully aware of the
28 same. At no point during or at the conclusion of either Plaintiffs' employment with Defendants



1 were Plaintiffs paid for such off-the-clock work and reimbursed for such necessary and mandated
2 business-related expenses.

3 28. Plaintiffs are informed and believe that Defendants failed, and continue to fail, to
4 pay off-the-clock work and reimburse for such business-related expenses to all other former and
5 current non-exempt and sales employees.

6 29. Not only did Defendants fail to pay GONZALEZ all wages due and payable at
7 separation of employment, but Defendants still have not paid all wages due and payable to
8 GONZALEZ. Therefore, GONZALEZ is entitled to the full thirty (30) days of waiting time
9 penalties for Defendants' failure to pay all wages due and payable at separation of employment and
10 civil penalties pursuant to PAGA.

11 30. Plaintiffs are informed and believe that Defendants failed to pay all wages due and
12 payable at separation of employment to all other former non-exempt employees, at a minimum.

13 31. Upon Plaintiffs retaining counsel of record in this matter, counsel, on behalf of
14 Plaintiffs, sent a letter to Defendants and Defendants' registered agent for service of process on
15 April 22, 2024 titled "Representation, Demand for Records; and Preservation of Evidence." This
16 letter included a demand for Plaintiffs' personnel files, payroll records, and signed documents
17 related to Plaintiffs' employment. As of the date this Notice was submitted, neither Plaintiffs'
18 counsel of record and/or Plaintiffs have been provided with any such personnel file, payroll
19 records, and/or signed documents relating to Plaintiffs' employment despite Defendants' Human
20 Resources department ("HR") and Defendants' registered agent for services' acknowledgement of
21 receipt dated April 25, 2024 and April 24, 2024, respectively.

22 32. Upon information and belief, all current and/or former non-exempt sales employees
23 of Defendants, at a minimum, are aggrieved employees as defined under California Labor Code
24 section 2699(c).

25 33. Upon information and belief, all non-exempt and sales employees were subject to
26 similar, if not the same, violations as Plaintiffs including, but not limited to, failure to pay
27 minimum wage, failure to pay overtime wages, failure to timely pay wages, failure to provide meal
28 and rest periods, failure to separately compensate rest periods and non-productive time, failure to



1 provide compliant written commission agreement, failure to reimburse expenses, failure to provide
2 notice to employee, failure to maintain accurate records, failure to provide accurate itemized wage
3 statements, failure to pay all wages due and payable at separation of employment, and violations of
4 provisions regulating hours and days of work.

5 34. Upon information and belief, BAKER and SOUCCAR caused the Labor Code and
6 Wage Order violations asserted herein and are therefore individually liable. Upon information and
7 believe, BAKER and SOUCCAR made, allowed, participated in the creation of, and/or authorized
8 decisions, conditions, policies, or practices that caused the Labor Code and Wage Order violations
9 herein asserted, including, but not limited to, the failure to pay minimum wage, failure to pay
10 overtime wages, failure to timely pay wages, failure to provide meal and rest periods, failure to
11 separately compensate rest periods and non-productive time, failure to provide compliant written
12 commission agreement, failure to reimburse expenses, failure to provide notice to employee, failure
13 to maintain accurate records, failure to provide accurate itemized wage statements, failure to pay all
14 wages due and payable at separation of employment, and violations of provisions regulating hours
15 and days of work.

16 35. Plaintiffs bring this action both on an individual basis and pursuant to the Private
17 Attorneys General Act of 2004 (“PAGA”), Labor Code section 2698 *et seq.* on behalf of the State
18 of California and on a representative basis on behalf of all California current and former employees
19 of Defendants.

20 36. Plaintiffs filed a PAGA Notice with the Labor and Workforce Development Agency
21 (“LWDA”) on May 24, 2024. At no point have Defendants given notice of their intention to cure
22 or taken steps to cure such violations alleged. Plaintiffs have waited the mandatory sixty-five (65)
23 days since filing his PAGA Notice.

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FIRST CAUSE OF ACTION
FAILURE TO PAY ALL WAGES INCLUDING
OVERTIME WAGES AND MINIMUM WAGE
IN VIOLATION OF LABOR CODE §§ 510, 1194, AND 1198
(Against All Defendants)

37. Plaintiffs hereby reallege and incorporate each preceding paragraph as though fully set forth herein.

38. At all times mentioned herein, Defendants employed Plaintiffs.

39. At all times mentioned herein, Plaintiffs' employment by Defendants was subject to the provisions of the California Labor Code ("Labor Code") and the applicable IWC Wage Order.

40. Labor Code section 510(a) and the applicable IWC Wage Order regulating payment of wages in the state of California, provides that eight (8) hours of labor constitutes a day's work and any work in excess of eight (8) hours in one (1) workday and any work in excess of forty (40) hours in any one (1) workweek shall be compensated at the rate of no less than one and one-half (1.5) times the regular rate of pay for each employee, and any work in excess of twelve (12) hours in any one workday shall be compensated at the rate of no less than twice the regular rate of pay for each employee ["double-time"], and at no less than one and one-half (1.5) for the first eight (8) hours on the seventh (7th) consecutive day of work in a workweek.

41. Labor Code section 1194 states that any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees and costs of suit.

42. As explained above, Defendants failed to pay Plaintiffs and aggrieved employees wages rightfully owed by misclassifying GONZALEZ and/or KASSEM as exempt, failing to pay at least minimum wage for all hours worked, failure to separately compensate rest periods and non-productive time, failing to pay the correct rate for overtime hours, failure to pay for off-the-clock work, and failing to pay for all hours worked by manually adjusting timecards, among other things.

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1 43. As a result, Defendants failed to compensate Plaintiffs and aggrieved employees for
2 all hours worked and rightfully owed.

3 44. Plaintiffs are informed and believe, and based thereon alleges that BAKER and
4 SOUCCAR, as a managing agents of Defendants who caused the alleged provisions of the Labor
5 Code and IWC Wage Order to be violated, are subject to liability pursuant to Labor Code section
6 558.1.

7 45. As such, Plaintiffs request an award of all unpaid minimum wages, liquidated
8 damages, and an award of interest on all unpaid wages at the legal rate specified by Civil Code
9 section 3289(b), accruing from the date the wages were due and payable. Lab. Code § 218.6.

10 46. Pursuant to Labor Code section 1194(a), Plaintiffs request an award of interest,
11 reasonable attorneys' fees, and costs incurred in this action.

12 **SECOND CAUSE OF ACTION**

13 **FAILURE TO PROVIDE MEAL AND REST PERIODS**

14 **IN VIOLATION OF LABOR CODE §§ 226.7 AND 512**

15 **(Against All Defendants)**

16 47. Plaintiffs hereby realleges and incorporates each preceding paragraph as though
17 fully set forth herein.

18 48. At all times mentioned herein, Defendants employed Plaintiffs.

19 49. At all times mentioned herein, Plaintiffs' employment by Defendants was subject to
20 the provisions of the Labor Code and the applicable IWC Wage Order.

21 50. Labor Code section 512 and the applicable IWC Wage Order states that an employer
22 may not employ an employee for a work period of more than five (5) hours per day without
23 providing the employee a meal period of not less than thirty (30) minutes, and an employer may not
24 employ an employee for a work period of more than ten (10) hours per day without providing the
25 employee with a second meal period of not less than thirty (30) minutes. The applicable IWC
26 Wage Order further states that unless the employee is relieved of all duty during a thirty (30)
27 minute meal period, the meal period shall be considered an "on duty" meal period and counted as
28 time worked. Labor Code section 226.7(a) states that no employer shall require any employee to



1 work during any meal or rest period mandated by an applicable order of the IWC.

2 51. Throughout Plaintiffs' employment with Defendants, Defendants failed to provide
3 Plaintiffs with uninterrupted and duty-free meal and rest periods.

4 52. Despite failing to provide uninterrupted and duty-free meal periods and rest periods,
5 Defendants also failed to provide Plaintiffs with any meal and/or rest premium wages in lieu
6 thereof.

7 53. Defendants' actions were fraudulent and deceitful, and were intentional acts
8 designed to maximize their profits in complete disregard for Plaintiffs' right to take meal and rest
9 periods.

10 54. Pursuant to Labor Code section 226.7(b) and the applicable IWC Wage Order, if an
11 employer fails to provide an employee a meal period in accordance with the applicable provisions
12 of IWC Wage Order, the employer shall pay the employee one (1) hour of pay at the employee's
13 regular rate of compensation for each workday that the meal period is not provided. As such,
14 Plaintiff is entitled to an additional one (1) hour of pay for each missed meal period per day for
15 each workday in which Plaintiff was not provided a proper meal period under the above-described
16 authorities.

17 55. The applicable IWC Wage Order states that every employer shall authorize and
18 permit all employees to take rest periods. The authorized rest period time shall be based on the
19 total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours of work. As
20 such, Plaintiff is entitled to an additional one (1) hour of pay for each day in which Plaintiff was
21 not provided a proper rest period under the above-described authorities.

22 56. 44. Plaintiffs are informed and believe, and based thereon alleges that BAKER
23 and SOUCCAR, as a managing agents of Defendants who caused the alleged provisions of the
24 Labor Code and IWC Wage Order to be violated, are subject to liability pursuant to Labor Code
25 section 558.1.

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THIRD CAUSE OF ACTION
FAILURE TO REIMBURSE BUSINESS EXPENSES
IN VIOLATION OF LABOR CODE § 2802
(Against All Defendants)

57. Plaintiffs hereby reallege and incorporate each preceding paragraph as though fully set forth herein.

58. At all times mentioned herein, Defendants employed Plaintiffs.

59. At all times mentioned herein, Plaintiffs employment by Defendants was subject to the provisions of the Labor Code and the applicable IWC Wage Order.

60. Plaintiffs are informed, believes, and thereon alleges that during their employment, Plaintiffs were required to pay necessary work-related expenses in the proper discharge of their employment duties. Plaintiffs further allege that they were not reimbursed for those lawful and necessary work-related expenses or losses incurred in direct discharge of their duties during their employment by Defendants. Lab. Code § 2802(a) and Cal. Code of Regs. § 11040, *et seq.*

61. As explained above, Plaintiffs were required and expected to use their personal cell phones every day of their employment, whether during or outside of his work hours. At no point throughout Plaintiffs' employment did Defendants reimburse Plaintiffs for their work-related use of personal cell phones despite Defendants' knowledge and expectation that Plaintiffs use their personal cell phones on a day-to-day basis during his employment.

62. Defendants' knowing and willful failure to reimburse lawful and necessary work-related expenses and losses to Plaintiffs resulted in damage to them because, to date, Defendants have no reimbursed Plaintiffs for those expenses they incurred.

63. 44. Plaintiffs are informed and believe, and based thereon alleges that BAKER and SOUCCAR, as a managing agents of Defendants who caused the alleged provisions of the Labor Code and IWC Wage Order to be violated, are subject to liability pursuant to Labor Code section 558.1.

64. Plaintiffs are therefore entitled to lawful reimbursement for any and all necessary work-related expenses, as provided in Labor Code section 2802(b), incurred during the direct



1 discharge of their duties while employment by Defendants as well as accrued interest on those
2 expenses that were not reimbursed from the date the expenses were incurred.

3 65. Plaintiffs are entitled to attorneys' fees and costs of suit pursuant to section 2802(c)
4 of the Labor Code.

5 **FOURTH CAUSE OF ACTION**

6 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

7 **IN VIOLATION OF LABOR CODE § 226**

8 **(Against All Defendants)**

9 66. Plaintiffs hereby reallege and incorporate each preceding paragraph as though fully
10 set forth herein.

11 67. At all times mentioned herein, Defendants employed Plaintiffs.

12 68. At all times mentioned herein, Plaintiffs' employment by Defendants was subject to
13 the provisions of the Labor Code and the applicable IWC Wage Order.

14 69. Labor Code section 226 states that every employer shall, semimonthly or at the time
15 of each payment of wages, furnish each of its employees – either as a detachable part of the check,
16 draft, or voucher paying the employee's wages, or separately when wages are paid by personal
17 check or cash – an accurate itemized statement in writing showing (1) gross wages earned, (2) total
18 hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece
19 rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions
20 made on written orders of the employee may be aggregated and shown as one item, (5) net wages
21 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
22 employee and his or his social security number, (8) the name and address of the legal entity that is
23 the employer, and (9) all applicable hourly rates in effect during the pay period and the
24 corresponding number of hours worked at each hourly rate by the employee. Section 226 also
25 provides that the deductions made from payments of wages shall be recorded in ink or other
26 indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a
27 record of the deductions shall be kept on file by the employer for at least three years at the place of
28 employment or at a central location within the State of California.



1 70. During Plaintiffs' employment with Defendants, Defendants failed to provide
2 Plaintiffs with proper itemized wage statements in compliance with Labor Code section 226 in that
3 wage statements provided to Plaintiffs did not list accurate information including, but not limited
4 to, the total hours Plaintiffs worked, Plaintiffs' accurate gross and/or net wages, and Plaintiffs'
5 correct hourly rates for each hour worked.

6 71. 44. Plaintiffs are informed and believe, and based thereon alleges that BAKER
7 and SOUCCAR, as a managing agents of Defendants who caused the alleged provisions of the
8 Labor Code and IWC Wage Order to be violated, are subject to liability pursuant to Labor Code
9 section 558.1.

10 72. Pursuant to Labor Code section 226(e), an employee suffering injury as a result of a
11 knowing an intentional failure by an employer to comply with the itemized wage statement
12 requirement is entitled to recover the greater of, all actual damages, or fifty dollars (\$50) for the
13 initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each
14 violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars
15 (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

16 73. Plaintiffs request an order of monetary damages and attorneys' fees and costs in
17 favor of Plaintiffs and against Defendants, in accordance with the provisions of Labor Code section
18 226(e).

19 **FIFTH CAUSE OF ACTION**

20 **FAILURE TO PAY ALL WAGES DUE AND PAYABLE**

21 **AT SEPARATION OF EMPLOYMENT**

22 **IN VIOLATION OF LABOR CODE §§ 201 AND 203**

23 **(Against All Defendants)**

24 74. Plaintiffs hereby reallege and incorporate each preceding paragraph as though fully
25 set forth herein.

26 75. At all times mentioned here, Defendants employed Plaintiffs.

27 76. At all times mentioned herein, Plaintiffs' employment by Defendants was subject to
28 the provisions of the Labor Code and the applicable IWC Wage Order.



1 77. Labor Code section 201 states that an employer is required to provide an employee
2 who is terminated all unpaid wages immediately upon termination. Labor Code section 203 states
3 that if an employer willfully fails to pay a discharged employee wages according to Labor Code
4 section 201, these wages shall continue as a penalty for up to a maximum of thirty (30) days.

5 78. As of the date of this Complaint, more than thirty (30) days have elapsed since the
6 termination of Plaintiffs' employment with Defendants and Defendants still have not paid all of
7 Plaintiffs' wages that were then due and owing at the time of his termination.

8 79. Plaintiffs are informed and believe, and based thereon alleges that BAKER and
9 SOUCCAR, as a managing agents of Defendants who caused the alleged provisions of the Labor
10 Code and IWC Wage Order to be violated, are subject to liability pursuant to Labor Code section
11 558.1.

12 80. Defendants failed to pay the earned wages due and owing to Plaintiffs upon their
13 separation of employment. Defendants still have not paid Plaintiffs all earned wages, thereby
14 violating Labor Code section 201 and 203 and requiring Defendants to pay Plaintiffs the maximum
15 statutory thirty (30) day waiting time penalty.

16 81. Pursuant to Labor Code section 203, Plaintiffs are entitled to recover a penalty
17 equivalent to their respective daily rates of pay multiplied by thirty (30) days.

18 **SIXTH CAUSE OF ACTION**

19 **FAILURE TO TIMELY PROVIDE ACCESS TO EMPLOYMENT RECORDS**

20 **IN VIOLATION OF LABOR CODE §§ 226 AND 1198.5**

21 **(Against all Defendants)**

22 82. Plaintiffs hereby reference and incorporate each of the preceding paragraphs as
23 though fully set forth herein.

24 83. At all times mentioned herein, Defendants employed Plaintiffs.

25 84. At all times herein mentioned, the employment of Plaintiffs by Defendants was
26 subject to the provisions of the Labor Code and the applicable IWC Wage Order.

27 85. Labor Code section 1198.5(a) states that every current or former employee, or his or
28 her representative, has the right to inspect and receive a copy of the personnel records that the



1 employer maintains relating to the employee's performance or to any grievance concerning the
2 employee. Labor Code section 1198.5(b) states that the employer shall make the contents of those
3 personnel records available for inspection to the current or former employee, or his representative,
4 no later than thirty (30) calendar days from the date the employer receives a written request.

5 86. Labor Code section 226 states that every current or former employee, or his or her
6 representative, has the right to inspect and receive a copy of the payroll records that the employer
7 maintains relating to the employee's employment upon reasonable request to the employer. Labor
8 Code section 226(c) states that the employer shall make the contents of those payroll records
9 available for inspection to the current or former employee, or his or her representative, not later
10 than twenty-one (21) days from the date the employer receives the request.

11 87. On or about April 22, 2024, counsel for Plaintiffs, at the request of Plaintiffs, sent a
12 letter to Defendants requesting Plaintiff's personnel file, payroll records, and all signed documents
13 relating to Plaintiff's employment with Defendants. As Plaintiffs' counsel of record, Plaintiffs'
14 counsel is entitled and permitted to seek these records at the request of Plaintiffs.

15 88. To date, Defendants have not produced Plaintiffs' requested records in violation of
16 California law.

17 89. Plaintiffs are informed and believe, and based thereon alleges that BAKER and
18 SOUCCAR, as a managing agents of Defendants who caused the alleged provisions of the Labor
19 Code and IWC Wage Order to be violated, are subject to liability pursuant to Labor Code section
20 558.1.

21 90. As a result of the statutory violation, pursuant to Labor Code section 226,
22 subdivisions (e) and (f), and Labor Code section 1198.5, subdivisions (b) and (k), Plaintiffs seek
23 damages in an amount to be determined according to proof at trial, costs, and attorneys' fees.

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SEVENTH CAUSE OF ACTION
UNFAIR BUSINESS PRACTICES
IN VIOLATION OF BUSINESS AND PROFESSIONS CODE §§ 17200, ET SEQ.
(Against All Defendants)

91. Plaintiffs hereby reallege and incorporate each preceding paragraph as though fully set forth herein.

92. At all times mentioned herein, Defendants employed Plaintiffs.

93. Defendants, and each of them, are “persons” as defined under Business & Professions Code section 17021.

94. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to Plaintiffs, other aggrieved employees, and to the general public. Plaintiffs seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

95. Defendants’ activities, as alleged herein, are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code section 17200, *et seq.*

96. A violation of California Business & Professions Code section 17200, *et seq.*, may be predicated on the violation of any state or federal law. All of the acts described herein as violations of, among other things, the California Labor Code and IWC Wage Orders, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, fraudulent, and unscrupulous, and thereby constitute unfair, unlawful, and/or fraudulent business practices in violation of the California Business & Professions Code section 17200, *et seq.*

Failure to Pay Minimum Wage

97. Defendants’ failure to pay the legally required minimum wage in violation of the Labor Code, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business and Professions Code section 17200, *et seq.*

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1 **Failure to Pay All Wages Including Overtime Wages**

2 98. Defendants' failure to pay legally required overtime wages in violation of the Labor
3 Code, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business and
4 Professions Code section 17200, *et seq.*

5 **Failure to Provide Meal and Rest Periods**

6 99. Defendants' failure to provide legally required meal periods and rest periods in
7 violation of the Labor Code, as alleged above, constitutes unlawful and/or unfair activity prohibited
8 by Business and Professions Code section 17200, *et seq.*

9 **Failure to Provide Accurate Itemized Wage Statements**

10 100. Defendants' failure to provide legally required accurate itemized wage statements in
11 accordance with Labor Code section 226, as alleged above, constitutes unlawful and/or unfair
12 activity prohibited by Business and Professions Code section 17200, *et seq.*

13 **Failure to Pay All Wages Due and Payable Upon Separation of Employment**

14 101. Defendants' failure to timely pay legal required wages upon separation of
15 employment in accordance with Labor Code section 201, as alleged above, constitutes unlawful
16 and/or unfair activity prohibited by Business and Professions Code section 17200, *et seq.*

17 **Failure to Reimburse Business Expenses**

18 102. Defendants' failure to reimburse business expenses in accordance with Labor Code
19 sections 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business
20 and Professions Code section 17200, *et seq.*

21 **Failure to Provide Personnel File and Payroll Records**

22 103. Defendants' failure to personnel file and payroll records in accordance with Labor
23 Code sections 1198.5 and 226, as alleged above, constitutes unlawful and/or unfair activity
24 prohibited by Business and Professions Code section 17200, *et seq.*

25 104. By and through their unfair, unlawful, and/or fraudulent business practices described
26 herein, Defendants have obtained valuable property, money, and services from Plaintiffs and have
27 deprived Plaintiffs of their rights and benefits guaranteed by law, all to their detriment.

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1 105. Plaintiffs suffered monetary injury as a direct result of Defendants' wrongful
2 conduct.

3 106. Plaintiffs are entitled to, and seek, such relief as may be necessary to disgorge the
4 profits which Defendants have acquired, or of which Plaintiffs have been deprived, by means of the
5 above-described unfair, unlawful, and/or fraudulent business practices. Plaintiffs are not obligated
6 to establish individual knowledge of the unfair practices of Defendants in order to recover
7 restitution.

8 107. Plaintiffs are further entitled to, and seek, a declaration that the above-described
9 practices are unfair, unlawful, and/or fraudulent, and injunctive relief restraining the Defendants,
10 and each of them, from engaging in any of the above-described unfair, unlawful, and/or fraudulent
11 business practices in the future.

12 108. Plaintiffs have no plain, speedy, and/or adequate remedy at law to redress the
13 injuries which they have suffered as a consequence of Defendants' unfair, unlawful, and/or
14 fraudulent business practices. As a result of the unfair, unlawful, and/or fraudulent business
15 practices described above, Plaintiffs have suffered and will continue to suffer irreparable harm
16 unless Defendants, and each of them, are restrained from continuing to engage in said unfair,
17 unlawful, and/or fraudulent business practices.

18 109. Pursuant to California Business & Professions Code section 17200, *et seq.*, Plaintiffs
19 are entitled to restitution of the wages withheld and retained by Defendants during a period that
20 commences four (4) years prior to the filing of this Complaint; a permanent injunction requiring
21 Defendants to pay all outstanding wages due to Plaintiffs; an award of attorneys' fees pursuant to
22 California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of
23 costs.

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EIGHTH CAUSE OF ACTION
CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004 (“PAGA”)
IN VIOLATION OF LABOR CODE § 2698, ET SEQ.
(Against All Defendants)

110. Plaintiffs hereby reallege and incorporate each preceding paragraph as though fully set forth herein.

111. Labor Code sections 2698-2699.5, in relevant part, provides, “any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency. . . for a violation of this code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in section 2699.3.”

112. Under Labor Code section 2699.3(a), a plaintiff may bring a cause of action under PAGA only after giving notice to the LWDA and the employer of the Labor Code sections alleged to have been violation, and after receiving notice from the LWDA of its intention not to investigate, or after sixty-five (65) days have passed without notice.

113. To the extent applicable, Plaintiffs have satisfied in full the requirements of Labor Code section 2699.3. Plaintiffs sent notice to Defendants and the LWDA on or about May 24, 2024, detailing Defendants’ alleged Labor Code violations. In particular, Plaintiff’s notice alleged violations of Labor Code sections; 201; 202; 203; 226; 226.2; 226.7; 432; 510; 512; 558; 2751;2802; 2810.5; 1174; 1174.5; 1175;1194; 1198; and 1198.5.

114. LWDA did not provide notice of its intention to investigate Defendants’ alleged violations within sixty-five (65) calendar days of the postmark date of Plaintiffs’ notice.

115. Plaintiffs are each an “aggrieved employee” under PAGA because they was employed by Defendants during the applicable statutory period and each suffered the Labor Code violations set forth in this Complaint.

116. Plaintiffs seek to recover, on his themselves, on behalf of the State, and on behalf of all former and current aggrieved employees of Defendants, the civil penalties provided by PAGA,



1 plus reasonable attorney's fees and costs through a representative action permitted by PAGA and
2 the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.App.4th 969. Therefore,
3 class certification is not required.

4 117. Plaintiffs seek penalties pursuant to PAGA for the following Labor Code violations:

- 5 A. Failure to pay minimum wage in violation of Labor Code section 1194;
- 6 B. Failure to pay all wages including overtime wages in violation of Labor Code
7 sections 510, 1194, and 1198;
- 8 C. Failure to timely pay wages in violation of Labor Code sections 201 and 202;
- 9 D. Failure to provide meal and rest periods in violation of Labor Code sections
10 226.7 and 512;
- 11 E. Failure to separately compensate rest periods and non-productive time in
12 violation of Labor Code section 226.2;
- 13 F. Failure to provide compliant written commission agreement in violation of
14 Labor Code section 2751;
- 15 G. Failure to reimburse business expenses in violation of Labor Code section 2802;
- 16 H. Failure to provide notice to employee in violation of Labor Code section 2810.5;
- 17 I. Failure to maintain accurate records in violation of Labor Code sections 1174,
18 1174.5, 1175, and 226(a);
- 19 J. Failure to provide accurate itemized wage statements in violation of Labor Code
20 section 226;
- 21 K. Failure to provide employment records in violation of Labor Code sections
22 1198.5, 342, and 226; and
- 23 L. Failure to pay all wages due and payable upon separation of employment in
24 violation of Labor Code sections 203.

25 118. Labor Code section 2699 *et seq.* imposes a civil penalty of one hundred dollars
26 (\$100.00) per pay period, per aggrieved employee for initial violations, and two hundred dollars
27 (\$200.00) per pay period, per aggrieved employee for subsequent violations for all Labor Code
28 provisions for which a civil penalty is not specifically provided.



119. As a proximate result of the action and conduct described in the paragraphs above, which constitute violations of certain Labor Code sections, Plaintiffs and all other aggrieved employees have been damaged in an amount according to proof at the time of trial and seeks civil penalties and attorney's fees pursuant to Labor Code section 2699(f) and (g) against Defendants.

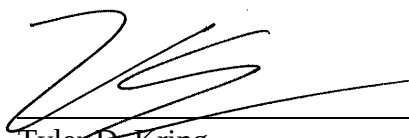
PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray, individually and on behalf of aggrieved employees, judgment against Defendants, and each of them, as follows:

1. For economic damages according to proof;
2. For non-economic damages according to proof;
3. For penalties and premiums available under applicable law;
4. For an award of civil penalties pursuant to PAGA;
5. For declaratory and injunctive relief;
6. For liquidated damages;
7. For an award of reasonable attorney's fees and costs;
8. For pre-judgment and post-judgment interest as provided by law; and
9. For such other and further relief as the Court deems just and proper.

Dated: August 18, 2024

KRING & CHUNG, LLP

By: 

Tyler D. Kring
Jeffrey T. Green
Attorneys for Plaintiffs
ALEX GONZALEZ, an individual, ALI
HASSAN KASSEM, an individual

