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<p>Antonuous Moussa</p> <p style="text-align: center;">Plaintiff</p> <p>v.</p> <p>Sam &amp; Son Packing &amp; Moving LLC, Samer Armout</p> <p style="text-align: center;">Defendants</p>	<p>SUPERIOR COURT OF NEW JERSEY LAW DIVISION:BERGEN COUNTY</p> <p>DOCKET NO: BER-L-001063-23</p> <p style="text-align: center;">Civil Action</p> <p style="text-align: center;"><b>COMPLAINT, JURY DEMAND, DESIGNATION OF TRIAL COUNSEL and CERTIFICATION</b></p>
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NOW COMES the Plaintiff, Antonious Moussa by his undersigned attorney and for his  
Complaint, alleges as follows:

**STATEMENT OF THE CASE**

1. This is an action seeking relief for (1) NJLAD § 10:5-1 National Origin discrimination and harassment (2) New Jersey Wage Payment Act, N.J.S.A. 34:11-4.1, et seq.; (3) NJLAD § 10:5-12 -Failure to Investigate; (4) NJLAD § 10:5-12 - Employer Failure to Adopt Anti-Harassment Policy/Training; (5) NJLAD § 10:5-12(e) - Aiding and Abetting; (6) IIED claim; (7) New Jersey Wage and Hour Law, N.J.S.A. 34:11-56a et seq. (“Wage and Hour Law”); (8)New Jersey Wage Payment Act (N.J.S.A. § 34:11-4.1, et seq.); (9) unjust enrichment/detrimental reliance; (10) public

policy breach of implied contract; (11) breach of the implied covenant of good faith and fair dealing; (12) New Jersey Wage Theft Act (“WTA”) N.J.S.A. 34:11-4.10; and (13) notice violation of N.J. Stat 34:11-58. As a result of Defendants’ unlawful actions, Plaintiff seeks money damages and reasonable attorney’s fees/costs.

### **JURISDICTION AND VENUE**

2. This Court has jurisdiction for this case and venue is proper because the Defendants live and own and operate a business in Bergen County, New Jersey.

### **THE PARTIES**

3. Plaintiff, Antonuous Moussa (hereinafter “Mr. Moussa”) is an adult residing at 285 Montgomery St. Bloomfield, NJ 07003 and at all times material hereto, was an employee of the Defendants.

4. Defendant, Sam & Son Packing & Moving LLC is a New Jersey limited liability company (LLC) with its principal place of business located at 93 Riverview Ave. North Arlington, NJ 07031 and at all times relevant hereto was engaged in overseeing, managing and operating a moving and packing company business both in and out of the State of New Jersey (hereinafter “Sam & Son” or Sam & Son Packing & Moving LLC ).

5. At all times relevant Defendant Samer Armout was the owner and manager who oversaw daily operations and managed Plaintiff.

6. At all times relevant Defendant, Sam & Son was doing business in the State of New Jersey, specifically Bergen County, City of North Arlington.

7. At all times relevant Defendant, Sam & Son was authorized to do business in the State of New Jersey.

8. At all times relevant Defendant, Sam & Son was registered to do business in the State of New Jersey.

9. At all times relevant Defendant, Sam & Son was an employer and hired Mr. Moussa as an employee in the State of New Jersey.

### **GENERAL ALLEGATIONS**

10. Plaintiff is originally from Egypt and speaks very little English.

11. On September 24, 2022, Samer Armout hired Mr. Moussa as a driver/ mover.

12. Defendants agreed to pay Plaintiff \$250.00 dollars/day.

13. Defendants agreed to pay the wages at the end of each assignment of which were never paid on time.

14. Plaintiff's job duties included driving, packing and unpacking and picking up and dropping off customers' belongings and also collecting payment from customers and depositing the monies into employers bank accounts.

15. Plaintiff was a non exempt worker at all times.

16. Plaintiff was not a bona fide executive, administrative, professional or outside sales employee.

17. Plaintiff's first day of work was on September 25th, 2022 and was assigned to work on continuous assignments with a few days off between each one but was not given any days off during the individual assignments. .

18. The three assignment dates were (1) September 25, 2022-October 17, 2022 (22 days), (2) October 21, 2022-November 19, 2022 (30 days),and (3) November 26, 2022-December 5, 2022 (10 days).

19. The daily pay rate allowed Defendants to overwork Plaintiff and not pay overtime

**FIRST ASSIGNMENT**  
**September 25, 2022-October 17, 2022 (22 days)**

20. The first assignment was for 22 straight days and Plaintiff worked 12 hours each day.

21. On September 25th, a flight was booked from New Jersey to Albuquerque Airport, and a 26 ft U-Haul truck was booked by the company, and the work began for the first customer and lasted for approximately 6 days.

22. Subsequently, after the moving job in Albuquerque, Plaintiff returned the U-Haul.

23. On October 1st, 2022 Defendants booked another U-Haul for Plaintiff in Minnesota, and Plaintiff was directed to drive to a new customer there, and it was agreed with the customer that this the job is a straight delivery (no storage).

24. Next, Plaintiff was told to go to other customers, who disagreed on the company's price changes and canceled their orders. These cancellations and travels continued until October 10th.

25. On October 11th, while Plaintiff was still in Minnesota, the company sent him a new job request for a full truck job. This job was completed in two days.

26. On October 13th, Defendants booked Plaintiff a flight from Minnesota to Illinois for a new job for a job to transport sizable items.

27. Plaintiff and a co-worker had to rent two trucks from a truck rental company and the work started on October 13th, 2022.

28. On October 14, 2022, Plaintiff went to the customer's location in the evening to inspect and agreed with him on the price, and the work finished on the same day.

29. Plaintiff received a check from the customer in the amount of \$3,362 dollars, and a picture of the check was sent to the company via WhatsApp and he then deposited it to the bank.

30. On October 15, 2022, Plaintiff was assigned another job that lasted until the end of the

day October 17, 2022.

31. Plaintiff received another a check from the customer in the amount of \$2,716.98, and this check was also sent to the company via WhatsApp, and then deposited.

32. On October 17, 2022, Plaintiff completed work and a flight was booked that same evening to arrive in New Jersey at 11: 40 pm.

33. This concluded the first assignment which lasted for 22 days with no days off and no payment of wages during the 22 days.

34. On October 20th, 2022, Plaintiff went to the company to receive his paycheck and received two checks: one check for the working days and the commission on 3 orders (3 remaining days which the commission exceeded the daily rate). One check with a value of \$4,624 dollars and the other with a value of \$1,761 dollars.

35. On the same day, Plaintiff went to the bank to cash the two checks, but the checks were rejected. He was informed by the owner of the company that these checks would not be cashed, and that he should return to the company on the next day so that Mr. Armout can re-write the checks. Unfortunately, this was not done because Plaintiff was informed of another work trip on the same evening. Defendants did not issue the new checks for wages earned and yet Defendants received payment for the jobs from the customers.

36. During this work assignment, Defendants did not provide Plaintiff with a business credit card to cover the job's expenses, including the costs of the materials used for packing and renting the trucks (which were booked by Defendants). Mr. Armout directed Plaintiff to use his own credit card to cover the expenses and be reimbursed via Zelle. The remaining money owed as reimbursement for

the U Haul is \$1600.00 (**Exhibit 1**).

**FIRST ASSIGNMENT SEPT 25-OCT 17, 2022-22 days**

Dates Worked	Standard Hours	Overtime Hours	TOTAL Hours Worked	Time In a Half Rate	Total Unpaid OT
Sept 25- Oct 1 (Sunday-Saturday) 7 days	40	44	12 hours for 7 days=84 hrs	<b>\$31.24</b>	<b>\$1,374.78</b>
Oct 2-Oct 8 Sunday-Saturday 7 days	40	44	12 hours for 7 days=84 hrs	<b>\$31.24</b>	<b>\$1,374.78</b>
Oct 9-15 Sunday-Saturday 7 days	40	44	12 hours for 7 days=84 hrs	<b>\$31.24</b>	<b>\$1,374.78</b>
Oct 16-Oct 17 Sunday-Monday	24	0	12 hours for 2 days=24 hrs	<b>n/a</b>	<b>n/a</b>
<b>TOTALS</b>	<b>144</b>	<b>132</b>	<b>276</b>	n/a	<b>\$4,124.34 owed</b>

\*Time in half rate was calculated using the daily promised rate of 250 divided by 12 hours worked and then multiplied by 1.5. Hourly rate is \$20.83

37. Plaintiff had a four day break until the second work assignment.

**SECOND ASSIGNMENT  
October 21, 2022-November 19, 2022 (30 days)**

38. On October 21, 2022, the second assignment began at 7 am by flying from New Jersey to Arizona Airport, and the Plaintiff rented a truck and went to the customer, but the price offered by the Defendant was disputed by the customer.

39. After many hours back and forth Plaintiff was told by the Defendants to return the truck back to the U-Haul branch, and another flight was booked on the same day to Denver Airport to arrive at 10:30pm.

40. On October 22nd, 2022 Plaintiff was instructed to book another transport truck, and he went to the client, but the client was at work and no one was at home.

41. Defendant informed Plaintiff to go to the U-Haul branch again to change the truck with a larger size truck and goto another customer in the same state.

42. The other customer called the next day and these two jobs took until October 25 to complete.

43. Defendant then informed Plaintiff after the work was done in the evening that there was a dispute with the customer and that all the furniture had to be returned to the customer again.

44. On October 26th, 2022 Defendants told Plaintiff to move all the furniture from the customer's car to inside the warehouse.

45. On October 27th, 2022, Defendants told Plaintiff to goto the U-Haul branch and rent another empty truck, and to put the truck loaded with furniture in the parking lot inside - and take the empty truck to the customer.

46. On October 28, 2022 Plaintiff finished the job and was instructed by the company to pick up 2 checks from a client in the amount of \$3,072.66 dollars and deposit it in the bank.

47. On October 29, 2022 Plaintiff was instructed by Defendants to go to an empty store and to take all the furniture in the car and unload it into the store and then take the car back to U-Haul and take another car in the parking lot.

48. This job continued the next day on October 30, 2022 and was finally completed at 1am.

49. On October 31, 2022, the customer paid \$12,635 dollars, and Plaintiff was told by the Defendants to deposit the money in the company's account.

50. On November 1, 2022 Plaintiff spent half the day working and half the day traveling to to another client in South Dakota, arriving at 10pm and the work was started and finished at 4am.

51. Plaintiff then began driving and working for the next 3 days on this straight delivery

and the client was reached on November 4th, 2022.

52. Plaintiff then traveled to Michigan to work for another customer for the day and then a different client on November 6, 2022.

53. Plaintiff then traveled to Alabama to work for a different client from November 7 to November 8, 2022.

54. Plaintiff had to work alone on this job without a coworker.

55. The customer was upset and then filed a complaint on Defendants and also called the police and ambulance as they were worried about Plaintiff's health working alone.

56. On November 9, 2022, Plaintiff was then instructed to drive from Alabama to Georgia for a job and then drive to Michigan to deliver the furniture and unload it which was completed at the end of the night on November 12.

57. On November 13, 2022, Plaintiff was instructed to drive from Michigan to North Carolina and then work the entire day of November 14 and then drive back to Michigan arriving on November 15 to work that day.

58. On November 16, 2022 Plaintiff was instructed to drive from Michigan to Minnesota and worked there everyday on a job until November 18, 2022.

59. On November 19, 2022 Plaintiff traveled and returned to New Jersey.

60. On November 20, 2022 Plaintiff went to Defendants' office to complain once again about payment of wages, and payment of the U haul bill in his name also.

61. Mr. Amount told him he doesn't have the same rights as Americans and threatened to call the police on him and made excuses about the payment of late wages.

62. Defendant, Mr. Amount controlled and manipulated Plaintiff and agreed to pay the

remaining amount of Plaintiff's owed wages that have been late only if Plaintiff agreed to work more for another client and promised his wages for this new trip would be taken from the money the client paid him for Defendants.

**SECOND ASSIGNMENT OCT 21-NOV 19, 2022**

Dates Worked	Standard Hours	Overtime Hours	TOTAL Hours Worked	Time In a Half Rate	Total Unpaid OT
Oct 21- Oct 27 (Friday-Thursday) 7 days	40	44	12 hours for 7 days=84 hrs	<b>\$31.24</b>	<b>\$1,374.78</b>
Oct 28-Nov 2 Friday-Wednesday 7 days	40	44	12 hours for 7 days=84 hrs	<b>\$31.24</b>	<b>\$1,374.78</b>
Nov 3-Nov 9 Tuesday-Wednesday 7 days	40	44	12 hours for 7 days=84 hrs	<b>\$31.24</b>	<b>\$1,374.78</b>
Nov 10-Nov 16 Tuesday-Wednesday 7 days	40	44	12 hours for 7 days=84 hrs	<b>\$31.24</b>	<b>\$1,374.78</b>
Nov 17-Nov 19 Thursday-Saturday 3 days	36	0	12 hours for 3 days	n/a	n/a
<b>TOTALS</b>	<b>196</b>	<b>176</b>	<b>372</b>	n/a	<b>\$5,499.12 owed</b>

\*Time in half rate was calculated using the daily promised rate of 250 divided by 12 hours worked and then multiplied by 1.5. Hourly rate is \$20.83.

**THIRD ASSIGNMENT  
November 26, 2022-December 5, 2022 (10 days)**

63. On November 26, 2022, Mr. Armout gave Plaintiff the company's transport car at the warehouse, and then he traveled to North Carolina to take furniture from a warehouse and deliver it to a customer in Colorado.

64. On or around November 27, 2022, while driving on the highway, Plaintiff was involved in a car accident.

65. Mr. Armout informed the Plaintiff to get a winch and take the car to the nearest maintenance center.

66. On November, 28, 2022, Plaintiff had to bring another winch, and the car was taken to another maintenance center in North Carolina.

67. Defendants never checked on Plaintiff's physical or psychological condition after the accident.

68. Plaintiff was instructed to not stop working,

69. Plaintiff completed the work despite feeling pain in his back and legs after the accident.

70. Plaintiff worked up until December 5, 2022 being his last day.

71. Plaintiff was not paid his wages for this trip like he was promised and Defendants demanded him to deposit the entire amount in the bank that the customer gave him for the Employer.

72. The maintenance center informed the Defendants that the repairs from the accident would be \$12,243 dollars.

73. Defendants did not inform their insurance company about the accident and told Plaintiff they were deducting it from his wages.

74. After Plaintiff had to negotiate his already earned wages, Defendants paid Plaintiff \$2,000 dollars toward his wages on or around December 3rd, 2022.

75. Plaintiff completed the work and went to another customer to deliver the furniture to him over the next two days.

76. Plaintiff had to deposit money from the clients valuing an amount of \$5,343 dollars, and Plaintiff once again complained to Defendants about paying his late wages.

77. On December 5, 2022, Plaintiff could not take it anymore and he had to constructively

discharge himself as he was physically and mentally drained and begged for his wages and was essentially working for free with no days off during the assignments. He gave the keys to the other co-worker and left.

78. Plaintiff paid \$1,600 out of his own pocket as the Defendants' corporate card was denied in the past for the U haul Defendants made Plaintiff put the rental in his name also.

79. Mr. Armout told Plaintiff he planned to wait until the amount of the U haul bill was in collections so they could settle it for less with a complete disregard for any negative impacts this would have caused to Plaintiff's personal credit score.

**THIRD ASSIGNMENT November 26, 2022-December 5, 2022 (10 days)**

Dates Worked	Standard Hours	Overtime Hours	TOTAL Hours Worked	Time In a Half Rate	Total Unpaid OT
Nov 26-Dec 2 (Saturday-Friday) 7 days	40	44	12 hours for 7 days=84 hrs	<b>\$31.24</b>	<b>\$1,374.78</b>
Dec 3-Dec 5 Saturday-Monday 3 days	36	0	12 hours for 3 days=36 hrs	n/a	n/a
<b>TOTALS</b>	<b>76</b>	<b>44</b>	<b>120</b>	n/a	<b>\$1,374.78 owed</b>

\*Time in half rate was calculated using the daily promised rate of \$250.00 divided by hours worked and then multiplied by 1.5. Hourly rate is \$20.83

**TOTAL OVERTIME WAGES UNPAID**

	Overtime Hours	Time In Half Rate	Total Unpaid OT
TOTAL HOURS UNPAID OT WAGES	352	<b>\$31.24</b>	<b>\$10,998.24</b>
LIQUIDATED DAMAGES DOUBLE OT UNPAID	_____	_____	<b>\$10,998.24</b>
<b>TOTALS</b>			<b>\$21,996.48</b>

\*Time in half rate was calculated using the daily promised rate of \$250.00 divided by 12 hours worked and then multiplied by 1.5. Hourly rate is \$20.83

**TOTAL UNPAID REGULAR WAGES**

Total Hours	Total Days Worked all 3 assignments	Pay Rate	Total Wages Earned	Wages Paid to date	Owed Wages	Liquidated double	<b>TOTAL WAGES OWED</b>
762	<b>62</b>	<b>\$250/day</b>	<b>\$15,550</b>	<b>\$6,500</b>	<b>\$9,000.00</b>	<b>\$9,000.00</b>	<b>\$18,000.00</b>

**LATE WAGES PAID**

LATE PAID WAGES	Liquidated double damages OWED
\$6,500	<b>\$6,500.00</b>

**FACTS RELEVANT TO PIERCE THE CORPORATE VEIL**

80. SAMER ARMOUT is member and manager of Sam & Son Packing and Moving LLC.

81. He is also the dispatcher and manager of Plaintiff.

82. Mr. Armout was the person who performed the wrongful acts alleged herein, such that the acts of Mr. Armout are the acts of Sam & Son Packing and Moving LLC. and vice versa.

83. There is such a unity of interest, control and ownership that the separate personalities of the LLC and the individual no longer exist.

84. At all times hereinafter mentioned, Sam & Son Packing and Moving LLC. was and is Mr. Armout's alter ego such that the corporate veil should be pierced.

85. Upon information and belief, Mr. Armout regularly siphoned sums of LLC monies to himself while Sam & Son Packing and Moving LLC was insolvent and could not pay Plaintiff on time and used LLC funds for personal use.

86. Upon information and belief, Defendants failed to provide adequate capital and operating funds.

87. The assets of Sam & Son Packing and Moving LLC. are insufficient to satisfy its debt to

Plaintiff for wage violations and national origin harassment and discrimination.

88. Defendants have been late on payment of wages numerous times is strong evidence of gross undercapitalization and he had to commingle funds.

89. An overall element of injustice or unfairness is present if Mr. Armout was allowed to hide beyond his LLC and escape liability and payment for the wage violations and discrimination and each Defendant should be held jointly and severally liable as if they were the same.

### **FACTS RELEVANT TO NATIONAL ORIGIN HARASSMENT/DISCRIMINATION**

90. Plaintiff is from Egypt and speaks very little English.

91. Plaintiff has complained to Defendants about his late payment of wages, mistreatment of no breaks for his wellness, threatened to have the police called on him because of his status, and complaining about working for free on the following days via phone call and the harassment and discrimination just kept getting worse:

- October 14, 2022
- October 17, 2022
- October 29, 2022
- November 27, 2022
- November 28, 2022
- December 3, 2022
- December 4, 202

92. Plaintiff would ask for a break after the accident on two different times and the Defendants told him he had to complete the work.

93. Defendants would constantly tell Plaintiff that he is not from here and he has no rights as an American citizen when he would complain about not being paid.

## CAUSES OF ACTION

### FIRST COUNT

**NJLAD § 10:5-12-1, 12 NATIONAL ORIGIN-Hostile Work Environment  
Discrimination/Harassment  
(Plaintiff v All Defendants)**

94. Plaintiff repeats and realleges each and every allegation made in the above paragraphs of this complaint.

95. At all times relevant, Samer Armout was a member of the LLC, part owner and the Manager of Sam & Son and therefore an employee, agent and/or servant of Defendant Sam & Son and was acting within the course and scope of his employment.

96. Mr. Armout had supervisory capacity and had supervisory and managerial authority over Plaintiff including the power to hire, fire, demote and/or otherwise punish Plaintiff.

97. At all times relevant there did exist an employment relationship where Plaintiff was promised a daily pay rate by Defendants as an employee as a driver/mover.

98. During the course of Plaintiff's employment, Defendants engaged in a severe and pervasive pattern of mentally abusive and offensive behavior directed at Plaintiff, a man who is and was from Egypt and does not speak much English, which conduct was designed to, among other things, punish Plaintiff from being from Egypt and not the United States and cause Plaintiff severe emotional distress.

99. This improper and intentional behavior constitutes national origin discrimination and harassment and created an openly hostile work environment for the Plaintiff that he had to constructively discharge himself because of the mental abuse and essentially having to work for free.

100. Examples of the ongoing and severe harassment and national origin discrimination perpetrated by Defendants upon Plaintiff are:

- a. Plaintiff complained over five times from October to November 2022 to Defendants about not being paid his wages and felt like he was working for free;
- b. Defendants responding to Plaintiff each time that he does not have the same rights as everyone else;
- c. Not allowed to take a break after a car accident and having physical and mental injuries;
- d. Plaintiff complained to Defendants over 5 times for not having any days off during the specific Assignments and was told he doesn't deserve any and to keep working;
- e. On or around November 28, 2022 and December 3, 2022, Plaintiff complained after the accident that Defendants can't legally deduct the cost of the damages from his wages and they responded that they can and they are because he has no rights with his status here.

101. Despite repeated complaints to the owner and his supervisor, Defendants failed to take meaningful action to address the hostile work environment.

102. Instead, Defendants withheld Plaintiffs wages earned, essentially making him work as a slave, deducted the wages owed to him for the damages to the company car, told him he has no rights, would not give him any time off to heal and tried to ruin his credit by letting him with the bill for the U Haul.

103. The allegations set forth above are not intended to be an exhaustive list of all of the allegations against Defendants, but merely a representative sample.

104. Plaintiff complained to Defendants on numerous occasions that they were creating a hostile work environment and causing him anxiety, however, Defendants failed to cease or rectify their outrageous behavior and in fact seemed to relish in the Plaintiff's increased anxiety and stress.

105. At all times relevant hereto, Defendant Samer Armout as agent, servant and employee of

the Defendant, Sam & Son, committed all of the aforesaid acts and/or omissions with negligent, and/or reckless, and/or wilful, and/or wanton, and/or malicious, and/or intentional disregard of how such acts and/or omissions would affect a reasonable person of Plaintiff's national origin and/or a reasonable person in a similar position of employment as Plaintiff.

106. As a result of any and all of the aforesaid act and/or omissions, Plaintiff reasonably believed that the working environment Defendants subjected him to was hostile and/or abusive and/or that the aforesaid abuse occurred for reasons including discrimination against Plaintiff for his national origin.

107. The doctrine of respondeat superior, strict liability and negligence applies and Defendants actions or inactions, as set forth above, constitute unlawful discrimination in violation of the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1, 12 et seq.

108. As a result of Defendants' discriminatory actions, Plaintiff was constructively discharged from his employment.

109. As a direct and proximate result of Defendants' unlawful discriminatory actions, Plaintiff has suffered and will continue to suffer physical health issues, severe emotional distress, alarm, humiliation, psychological harm, embarrassment, and anxiety.

**WHEREFORE**, Plaintiff respectfully demands judgment against the Defendants both jointly and severally, its agents, servants for compensatory and punitive damages, emotional distress damages, attorney's fees and costs, interest, and any other relief that the Court may deem just and proper.

**SECOND COUNT**  
**NJLAD § 10:5-12 -Failure to Investigate**  
(Plaintiff v All Defendants)

110. Plaintiff repeats and realleges each and every allegation made in the above paragraphs of this complaint.

111. New Jersey Law Against Discrimination (NJLAD) requires employers to investigate discrimination claims and further provides that employers have a duty to "take all reasonable and necessary action to prevent and eliminate discrimination" in the workplace.

112. At all times relevant herein, representatives and owners of Sam & Son had a duty to timely and fairly investigate Plaintiff's complaints against Defendants and to take steps to prevent a hostile work environment and national origin harassment and discrimination and wage violations.

113. Plaintiff voiced complaints to Defendants regarding the hostile and abusive behavior, However, Defendants intentionally, willfully, recklessly and/or negligently failed to investigate Plaintiff's complaints against Defendants.

114. Despite having knowledge of Plaintiff's complaints against Defendant Mr. Samer Armout and the hostile work environment created by Defendants, Defendant Sam & Son allowed Defendant Armout to remain in his supervisory capacity over Plaintiff.

115. Instead of investigating Plaintiff's complaints in a timely manner or fair manner, Defendants national origin discrimination, harassment and wage claims perpetrated by Defendants of Plaintiff began to worsen.

116. As a result of the failure of Defendants to investigate or rectify Defendants outrageous and offensive behavior, Defendants were free to continue to and did subject Plaintiff to the conduct set forth within.

117. As a direct and proximate cause and a reasonably foreseeable result of the foregoing, Plaintiff was caused and will continue to suffer physical health issues, severe emotional distress, alarm, humiliation, psychological harm, embarrassment, and anxiety.

**WHEREFORE**, Plaintiff respectfully demands judgment against the Defendants both jointly and severally, its agents, servants for compensatory and punitive damages, emotional distress damages, attorney's fees and costs, interest, and any other relief that the COurt may deem just and proper.

**THIRD COUNT**

**NJLAD § 10:5-12 - Employer Failure to Adopt Anti-Harassment Policy/Training**  
(Plaintiff v All Defendants)

118. Plaintiff repeats and realleges each and every allegation made in the above paragraphs of this complaint.

119. At all times relevant herein, Defendant Sam & Son, through its agents, servants, and employees, including Mr. Armout, had a duty to have in place a well-publicized and effective procedural and/or training and/or monitoring mechanism through which an anti-discrimination policy or an anti-harassment policy could be enforced.

120. At all times relevant herein, Defendant Sam & Son, through its agents, servants, and employees, including Mr. Armout, failed to have in place a well-publicized and effective procedural and/or training and/or monitoring mechanism through which an anti-discrimination policy or an anti-harassment policy could be enforced.

121. At all times relevant herein, Defendant Sam & Son, through its agents, servants, and employees, including Mr. Armout, failed to have in place an effective **training** mechanism to educate and/or train its employees regarding harassment and/or discrimination at the subject workplace.

122. At all times relevant herein, Defendant Sam & Son, through its agents, servants, and employees, including Mr. Armout, failed to have in place an effective **monitoring** through which it could monitor the implementation of any anti-harassment policy and/or anti-discrimination policy during Plaintiff's employment.

123. At all times relevant herein, Defendant Sam & Son, through its agents, servants, and employees, including Mr. Armout, knew or should have known of any or all of the aforementioned acts or conduct constituting harassment and/or discrimination, and said Defendants failed to take prompt remedial action.

124. As a direct and proximate cause and a reasonably foreseeable result of the foregoing, Plaintiff was caused and will continue to suffer physical health issues, severe emotional distress, alarm, humiliation, psychological harm, embarrassment, and anxiety.

**WHEREFORE**, Plaintiff respectfully demands judgment against the Defendants both jointly and severally, its agents, servants for compensatory and punitive damages, emotional distress damages, attorney's fees and costs, interest, and any other relief that the Court may deem just and proper.

**FOURTH COUNT**  
**NJLAD § 10:5-12(e) - Aiding and Abetting**  
(Plaintiff v All Defendants)

125. Plaintiff repeats and realleges each and every allegation made in the above paragraphs of this complaint.

126. NJLAD Section 10:5-12(e) sets forth in pertinent part as follows: "Unlawful employment practices, discrimination. It shall be an unlawful employment practice, or, as the case may be, an unlawful discrimination: e) For any person, whether an employer or an employee or not, to aid, abet,

incite, compel or coerce the doing of any of the acts forbidden under this act, or to attempt to do so.”

127. Defendants engaged in an unlawful discriminatory practice by aiding and abetting the discrimination against the Plaintiff as set forth herein.

128. Defendants violated all other applicable sections of N.J. Stat. § 10:5-12(e) et. Seq. 86. As such, Plaintiff has been damaged as set forth herein.

**WHEREFORE**, Plaintiff respectfully requests that this Court enter judgment in an amount at trial, to include compensatory damages, punitive damages, statutory damages, lost wages, back pay, front pay, attorney’s fees, costs, interest and all other damages as are just and proper to remedy Defendants’ unlawful employment practices.

**FIFTH COUNT**  
**Intentional Infliction of Emotional Distress**  
(Plaintiff v Defendant, Mr. Armout)

129. Plaintiff repeats and realleges each and every allegation made in the above paragraphs of this complaint.

130. At all times relevant, Defendant Mr. Armout intentionally and/or recklessly engaged in conduct to cause Plaintiff severe emotional distress.

131. At all times relevant, Defendant Mr. Armout’s conduct was outrageous and extreme so as to go beyond all possible bounds of human decency and was so atrocious to be intolerable in a civilized community.

132. The doctrines of respondeat superior, strict liability, negligence per se apply to this Count of the Complaint as to all Defendants.

133. As a proximate cause and reasonably foreseeable result of the forgoing, Plaintiff was caused to sustain and will continue to sustain physical health issues, severe emotional distress,

alarm, humiliation, psychological harm, embarrassment, and anxiety.

**WHEREFORE**, Plaintiff respectfully requests that this Court enter judgment in an amount at trial, to include compensatory damages, punitive damages, statutory damages, lost wages, back pay, front pay, attorney's fees, costs, interest and all other damages as are just and proper to remedy Defendants' unlawful employment practices.

**SIXTH COUNT**  
**Violation of the New Jersey State Wage and Hour Law**  
(N.J.S.A. § 34:11-56a et seq.)  
(Plaintiff v. all Defendants)

134. Plaintiff repeats, realleges and incorporates by reference each and every allegation as set forth in this Complaint.

135. As discussed in previous paragraphs, the Defendants acted willfully, negligently, and/or fraudulently in providing the Plaintiff with any pay checks and refusing to make timely payment of her regular wages.

136. Plaintiff is a party to whom wages are owed pursuant to the New Jersey State Wage and Hour Law, N.J.S.A. § 34:11-56.

137. The Defendant, Sam & Son is an employer within the meaning of the New Jersey State Wage and Hour Law, N.J.S.A. § 34:11- 56a1(g).

138. Plaintiff was promised a daily rate of \$250.00 for completing his work.

139. Defendants failed to pay Plaintiff his full wages within the time mandated by the New Jersey Wage and Hour Law.

140. Defendants willfully failed to pay Plaintiff all amounts of **wages earned** including **overtime** (*when he worked more than 40 hours every week he worked*), within the time limits prescribed by the New Jersey State Wage and Hour Law and caused Plaintiff to constructively

discharge himself in violation of the anti-discrimination protections under this law.

141. The alleged actions were outrageous and beyond all bounds of human decency, justifying the imposition of punitive damages against all Defendants.

142. The acts alleged herein were performed with malice and reckless indifference to the Plaintiff's protected rights.

143. The willful indifference and actual participation of Mr. Armout and Sam & Son Packing and Moving LLC. creates liability against the company for the illegal actions of its owner and employees.

144. Defendants, by the above acts, has violated the New Jersey Wage and Hour Law, N.J.S.A. 34:11-56a4 and as a result of the Defendants' intentional and outrageous actions toward the Plaintiff, as detailed in the previous paragraphs of this Complaint, the Plaintiff has suffered, and continues to suffer unpaid wages, embarrassment, humiliation, monetary, emotional, reputational, and other personal injuries. Plaintiff demands unpaid wages, overtime wages, and liquidated damages equal to not more than 200 percent the amount of the unpaid wages

#### **SEVENTH COUNT**

### **Violation of New Jersey Wage Payment Act (N.J.S.A. § 34:11-4.1, et seq.) (Plaintiff v. All Defendants)**

145. Plaintiff repeats, realleges and incorporates by reference each and every allegation as set forth in this Complaint.

146. Defendants were an employer within the meaning of the New Jersey Wage Payment Act, N.J.S.A. § 34:11-4.1(a).

147. Plaintiff was an employee within the meaning of N.J.S.A. § 34:11-4.1(b).

148. Defendants knowingly failed to pay Plaintiff his full wages as same came due each pay period and have thereby violated the provisions of N.J.S.A. § 34:11-4.2.

149. Plaintiff was promised a daily rate of \$250.00 as driver/mover and worked twelve hour days, in connection with his employment, however Plaintiff never received payment as mentioned above or when he did it was late for other pay periods.

150. New Jersey Wage Payment Law N.J.S.A., 34:11-4.1, et. seq. (WPL) requires every employer to pay the full amount of wages due its employees at least twice during the calendar month on regular paydays designated in advance. Each regular payday must be no more than 10 working days after the end of the pay period for which payment is made.

151. Defendants knowingly and unlawfully withheld and/or diverted Plaintiff's wages without Plaintiff's authorization, as outlined hereinabove and in so doing,

152. Defendants have thereby violated the provisions of N.J.S.A. § 34:11-4.1 et seq.

153. Plaintiff faced retaliation for his complaints regarding Defendants Wage and hour violations.

154. Pursuant to N.J.S.A. § 34:11-4.10(c), Plaintiff is entitled to recover the full amount of wages due, as well as any wages lost due to actions by Defendants, plus liquidated damages in the amount of 200% and attorneys fees.

### **EIGHTH COUNT**

#### **Unjust Enrichment/Detrimental Reliance**

(Plaintiff v. All Defendants)

155. Plaintiff repeats, realleges and incorporates by reference each and every allegation as set forth in this Complaint.

156. Plaintiff pleads this cause of action in the alternative to the breach of contract claim but

independently for the reimbursement for money owed for the U-haul rental.

157. Defendants received a benefit insofar as Plaintiff provided Defendants with services for which Plaintiff was not properly compensated and may have incurred various expenses on behalf of the business for which Plaintiff was not reimbursed.

158. Plaintiff made these expenditures at the direction of his employer and was promised reimbursement in connection with the same.

159. Plaintiff relied upon Defendants' representation that he would be reimbursed for these expenditures.

160. Despite these representations by his employer, and reliance upon the same by Plaintiff, to date Plaintiff has not received reimbursement for his expenditures on behalf of Defendants and has thereby suffered damages.

161. In addition to the expenditures, Plaintiff was denied the compensation promised in connection with his employment and did not receive the compensation promised for his services.

162. To permit Defendants to decline Plaintiff reimbursement for his expenses on behalf of his employer and deny him remuneration for services performed would result in unjust enrichment of Defendants. Accordingly, Plaintiff seeks restitution and remuneration of the aforesaid benefits conferred upon Defendants.

**WHEREFORE**, Defendant demands for all Allegations and all Counts, judgment against Defendant, jointly, severally and alternatively, for compensatory, consequential, and ancillary damages, restitution, pre- and post- judgment interest: enhancement for gross tax consequences; reasonable costs and Attorney's fees under common law and statute, and any other relief this Court deems just and equitable.

**Ninth Count**  
**Public Policy Breach of Implied Contract**  
(Plaintiff v. All Defendants)

163. Plaintiff repeats, realleges and incorporates by reference each and every allegation as set forth in this Complaint.

164. Defendants had contractual obligations to plaintiff that were set forth in their oral representations and actions.

165. Defendants' actions breached the contractual obligations set forth in these communications by:

a. Discriminating and causing Plaintiff to have to constructively discharge himself in violation of public policy, including not paying him wages earned, overtime wages, subtracting property damages from his wages, not allowing him time off, telling Plaintiff he does not have any rights like others.

b. Defendants' conduct hiring and employment practices and using a vulnerable immigrant worker creating an intimidating work atmosphere for Plaintiff.

166. Defendants' actions and or/inactions give rise to the claim of breach of implied contract.

167. As a direct and proximate result of Defendants' actions, Plaintiff has been damaged and is seeking compensatory damages.

**TENTH COUNT**  
**Breach of the Implied Covenant of Good Faith and Fair Dealing**  
(Plaintiff v. All Defendants)

168. Plaintiff repeats, realleges and incorporates by reference each and every allegation as set forth in this Complaint.

169. Defendants had contractual obligations to Plaintiff as reflected above.

170. Implied in each and every contract is a covenant of good faith and fair dealing.

171. Defendants have breached these obligations.

172. Defendants' actions give rise to the claim of breach of the implied covenant of good faith and fair dealing.

173. As a direct and proximate result of the actions of Defendants, Plaintiff has been damaged.

### **ELEVENTH COUNT**

#### **Violation of New Jersey Wage Theft Act ("WTA") N.J. Stat 34:11-4.10 Retaliation**

(Plaintiff v. All Defendants)

174. Plaintiff made verbal complaints about unpaid, late payments of wages and overtime pay of which is a protected activity.

175. Defendants, lied and made more promises to pay Plaintiff if he worked on one more job as a way to get free labor.

176. Defendants took adverse action against Plaintiff as a result of him complaining about his legal rights.

177. As a result of Plaintiff exhausting his legal rights there is a causal connection that Defendants retaliated against Plaintiff and continued to threaten his status and not pay him.

**TWELFTH COUNT**  
**Violation of N.J. Stat 34:11-58.3**  
**Notice Requirement**  
(Plaintiff v. All Defendants)

178. New Jersey wage and hour laws require employers to provide current and newly hired employees a written copy of the statement from the NJ Dept. of Labor and Workforce Development that provides employees with information about state wage and hour laws and an explanation of how to file a claim or track an action pursuant to those laws.

179. Defendants did not provide stated written notice to Plaintiff as an employee advising him of his rights under New Jersey's wage and hour laws.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff respectfully requests that this Court enter an Order providing relief against each Defendant jointly and severally as follows:

- (A) Compensatory damages
- (B) Statutory damages, if applicable;
- (C) Damages for lost wages and benefits, back pay, front pay;
- (D) Damages for humiliation, mental and emotional distress;
- (E) Punitive damages and or liquidated damages where permitted by law;
- (F) Attorneys' fees and costs of suit;
- (G) Lawful interest - including pre-judgment interest on lost wages;
- (H) Lawful interest - including pre-judgment interest on any wages not paid in a timely manner;

(I) Such other, further and different relief as the Court deems fitting, just and proper; and

(J) to pierce the corporate veil of Sam & Son Packing and Moving LLC. and hold Samer Armout liable as a remedy.

PAGLIARA LAW GROUP, P.A.  
Attorney for Plaintiffs

By: /s/ Nicholas A. Pagliara, Esq.

Dated: February 25, 2023

### **DESIGNATION OF TRIAL COUNSEL**

Pursuant to R. 4:25-4, the Court is advised that Nicholas Anthony Pagliara is hereby designated as trial counsel for the plaintiff, Marco Giron.

/s/ Nicholas A. Pagliara  
Nicholas A. Pagliara  
Attorney for Plaintiff

Dated: February 25, 2023

### **R. 4:5-1 CERTIFICATION**

I certify that the matter in controversy in the within action, is not, as far as I am aware, the subject of any other action pending in any court or of a pending arbitration proceeding and that no such action or arbitration proceeding is contemplated. I further certify that I am not aware of any other parties who should be joined in this action at this time. If, however, any such matter or non-party later becomes known to me, an amended certification will be filed and served upon all other parties and filed with this Court in accordance with R. 4:5-1(b)(2).

/s/ Nicholas A. Pagliara  
Nicholas A. Pagliara  
Attorney for Plaintiff

Dated: February 25, 2023

**CERTIFICATION OF COMPLIANCE WITH RULE 1:38-7(c)**

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with R. 1:38-7(b).

/s/ Nicholas A. Pagliara

Nicholas A. Pagliara

Attorney for Plaintiff

Dated: February 25, 2023