

1 Zorik Mooradian, Esq., CSB No. 136636

2 zorik@mooradianlaw.com

3 Haik Hacopian, Esq., CSB No. 282361

4 haik@mooradianlaw.com

5 Nanor C. Kamberian, Esq., CSB No. 316612

6 nanor@mooradianlaw.com

7 MOORADIAN LAW, APC

8 24007 Ventura Blvd., Suite 210

9 Calabasas, CA 91302

10 Telephone: (818) 487-1998

11 Facsimile: (888) 783-1030

12 Attorneys for: Plaintiff EDWIN RAMIREZ, individually and on behalf of other
13 persons similarly situated and similarly aggrieved employees

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

16 EDWIN RAMIREZ, individually and on
17 behalf of other persons similarly situated and
18 similarly aggrieved employees,

19 Plaintiffs,

20 v.

21 WARREN DISTRIBUTING, INC., an active
22 California Corporation; and DOES 1 through
23 10,

24 Defendants.

Case No.: 20STCV10230

(Related to: BC549552 (lead case),
and BC595046 (consolidated with
BC549552))

Assigned to: Hon. Yvette M.
Palazuelos

Department: SS-9

Complaint Filed: March 13, 2020

**FIRST AMENDED COMPLAINT –
CLASS AND REPRESENTATIVE
ACTION
JURY TRIAL DEMANDED**

1. Failure to Pay Wages;
2. Failure to Provide Meal Periods;
3. Failure to Provide Paid Rest
Periods;
4. Failure to Timely Pay Wages at
Termination/Separation;

5. Failure to Provide Accurate Wage Statements; and
6. Violation of Unfair Business Practices Act – Bus. & Prof. Code §§ 17200, *et seq.*
7. Penalties Pursuant to Private Attorneys General Act (“PAGA”)

Plaintiff EDWIN RAMIREZ (“Plaintiff”), on behalf of himself and all others similarly situated, based on information and belief, complains and alleges:

I.

INTRODUCTION

1. This class and representative action lawsuit arises out of the failure of Defendant WARREN DISTRIBUTING, INC. (referred here as “WARREN” or “Defendant”) to pay employees minimum wages for all hours worked, to compensate for overtime work, to provide meal periods, to provide rest periods, to provide proper wage statements, and to pay all wages owed to terminated or separated employees in a timely manner.
2. Defendant employed Plaintiff during the applicable time period, utilizing consistent policies and procedures in violation of Labor Code §1194, *et seq.*, Labor Code §200, *et seq.*, Labor Code §500, *et seq.*, and the applicable Wage Orders issued by the California Industrial Welfare Commission.
3. Defendant is engaged in the business of warehousing and distribution of automotive and truck parts. Plaintiff was hired on January 4, 2016 and was terminated around March 15, 2019. At all times during said employment, Plaintiff had a non-exempt classification. Plaintiff was working from the Warren facility located at 8737 Dice Road, Santa Fe Springs, California 90670.
4. At the time of his termination, Plaintiff was not paid all his wages.
5. Plaintiff was deprived of lawful meal and rest periods, and failed to receive accurate itemized wage statements.

- 1 6. Defendant had a consistent policy of requiring its employees, including
2 Plaintiff, to work through meal periods or work without an off-duty meal
3 period for at least five (5) hours of a shift and failing to pay such employee one
4 (1) hour of pay at the employees' regular rate of compensation for each
5 workday that the meal period was not provided or as required by California
6 state wage and hour laws.
- 7 7. Defendant had a consistent policy of failing to allow its employees, including
8 Plaintiff, off-duty rest periods for at least ten (10) minutes per four (4) hours, or
9 a major fraction, worked, and failing to pay such employees one (1) hour of pay
10 at their regular rate of compensation for each workday that the rest period is
11 not provided, or other compensation, as required by California state and wage
12 and hour laws.
- 13 8. Defendant knowingly provided inaccurate wage statements to its
14 employees, including Plaintiff, that did not correctly include compensation
15 including premium wages owed for meal periods not provided and rest period
16 not authorized or permitted as required by California state wage and hour
17 laws.
- 18 9. Defendant had a consistent policy of failing to pay its employees, including
19 Plaintiff, all wages due at the termination or separation, in violation of
20 California state wage and hour laws.
- 21 10. Plaintiff, on behalf of himself and all Class Members, brings this action
22 pursuant to Lab. Code §§ 201, 202, 203, 204, 226 (a) (b), 226.7, 510, 512, 1194 and
23 1194.2, seeking unpaid wages, penalties, equitable relief, and reasonable
24 attorneys' fees and costs.
- 25 11. Plaintiff, on behalf of himself and the putative class members, also brings
26 this action pursuant to Bus. & Prof. Code §§ 17200, *et seq.*, seeking injunctive
27 relief, restitution, and disgorgement of all benefits obtained by Defendant as a
28 result of Labor Code and applicable Wage Order violations.

1 12. Plaintiff, on behalf of the State of California, himself, and other similarly
2 aggrieved employees, also brings this action pursuant to California Private
3 Attorney General Act ("PAGA"), Cal. Lab. Code §2698, et seq. seeking unpaid
4 wages and other compensation, penalties, and reasonable attorneys' fees and
5 costs.

6 II.

7 JURISDICTION AND VENUE

8 13. Venue as to each defendant is proper in this judicial district, pursuant to Code
9 of Civil Procedure § 395. Defendants operated their facility where Plaintiff and
10 other putative class members worked in the County of Los Angeles.

11 14. The California Superior Court has jurisdiction in this matter, because Plaintiff is
12 a resident of California and WARREN regularly conducts business in California
13 and is authorized to do business in California.

14 III.

15 THE PARTIES

16 15. Plaintiff EDWIN RAMIREZ is a resident of the State of California and a resident
17 of the County of Los Angeles, and was employed by Defendant from on or
18 about January 4, 2016 through on or about March 15, 2019.

19 16. Defendant WARREN DISTRIBUTING, INC. was an active California
20 Corporation at all times during the claims of Plaintiff and the putative class and
21 was doing business in California.

22 17. Plaintiff is ignorant of the true names, capacities, relationships and extent of
23 participation in the conduct herein alleged, of the defendants sued herein as
24 Does 1 through 10, but she is informed and believes and thereon alleges that
25 said defendants are legally responsible for the wrongful conduct alleged herein
26 and therefore sues these defendants by such fictitious names under Code of
27
28

Civil Procedure § 474. Plaintiff will amend this First Amended Complaint to allege their true names and capacities when ascertained.

18. Plaintiff is informed and believes and thereon alleges that each defendant acted in all respects pertinent to this action as the agent of the other defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the other defendants.

IV.

GENERAL ALLEGATIONS

19. At all times relevant here and as set forth in the following paragraphs of this First Amended Complaint, Defendant employed more than 100 people; and Plaintiff and each member of the putative class was employed by Defendant, and each of them, in the State of California.

20. The employees of Defendant have not been paid wages for all hours worked, including overtime hours worked, have not been provided uninterrupted thirty-minute periods for work periods of at least five (5) hours, and have not been permitted to take ten-minutes (10) rest periods for work periods of four (4) hours or major fractions, pursuant to the Labor Code, and applicable Wage Orders.

21. Defendant failed to pay Plaintiff and the members of his putative class upon discharge the wages earned and unpaid at the time of.

22. Defendant failed to provide Plaintiff and the putative members of his class, at the time of each payment of wages, an accurate itemized statement in writing, showing the gross wages earned, the total hours worked, including overtime wages as applicable and any premium wages owed. Defendant also failed to include the address of the legal entity that is the employer.

1 23. Plaintiff asserts claims for relief on behalf of himself and other similarly
2 situated persons as a class action pursuant to Code of Civil Procedure § 382.
3 Plaintiff and all members of his putative class are described below with
4 specificity and fall in several categories of subclasses whose rights have been
5 violated under the law. Defendant has made no effort as of the filing of the First
6 Amended Complaint to correct or remedy the violations of law specified here.

7 **V.**

8 **CLASS ACTION ALLEGATIONS**

9 24. Plaintiff brings this action on behalf of himself and all other employees of
10 WARREN who are similarly-situated persons as a class action pursuant to
11 California Code of Civil Procedure § 382. There is a well-defined common
12 interest by and among Plaintiff and his putative class members, and it is
13 impractical to bring all those individuals before the court under a separate,
14 different and repetitive actions. Plaintiff also reserves the right to amend or
15 modify the class descriptions set forth below in greater specificity or clarity if
16 required in the future in accordance with Rule 3.765 (b), California Rules of
17 Court. The class which Plaintiff seeks to represent is composed of and defined
18 as follows:

19 “Plaintiff Class” – All of Defendant’s current and former non-exempt
20 employees in California, during the four years before the filing of the
21 Complaint through the time of trial.

22 25. Plaintiff seeks to certify the following subclasses of employees:

- 23 a) “Unpaid Wage Subclass” – All members of Plaintiff Class who were
24 not paid their minimum/actual wages, including overtime wages for
25 hours worked in excess of eight hours per day, and/or forty hours per
26 week, at the one and a half rate or at a double time rate as applicable.
27 b) “Meal Period Subclass” – All members of Plaintiff Class who worked
28 each period exceeding five (5) hours without an uninterrupted, off

duty, thirty (30) minute meal period and/or periods in excess of ten (10) hours without a second uninterrupted, off duty, thirty (30) minute meal period; and, two, were not provided compensation of one hour's pay at the employee's regular rate for each day that a meal period was not provided.

- c) "Rest Period Subclass" – All members of Plaintiff Class who worked periods of four (4) hours or major fraction thereof without a duty free rest period of at least 10-minutes and who were not compensated one hour's pay at the employee's regular rate for each day that a rest period was not permitted.
- d) "Waiting Time Subclass" – All members of Plaintiff Class to whom Defendant failed to pay all wages due to them upon termination or resignation under Labor Code §§ 201-203.
- e) "Wage Statement Subclass" – All members of Plaintiff Class to whom Defendant improperly failed to provide accurate itemized wage statements under Labor Code §§ 226(a) (b).
- f) "UCL Subclass" – All members of the Unpaid Wage, Meal Period, Rest Period, Waiting Time, and Wage Statement Subclasses who were subject to unlawful, illegal, unfair and/or deceptive business acts and practices by Defendant and are entitled to disgorgement and restitution of unpaid wages.

26. There is a well-defined community of interest among many persons who comprise a readily ascertainable class:

- a) Numerosity - The potential members of the Class and Subclasses as defined here are so numerous that the individual joinder of all of them as named plaintiffs is impracticable. The number of members of the Class and Subclasses is unknown to Plaintiff. It is however estimated that the

members are more than 100 individuals, and their identities may readily be ascertained from Defendant's records.

- b) Typicality – The claims of Plaintiff are typical of the claims of all members of the Class and Subclasses, who sustained similar damages arising out of Defendant's common course of conduct in violation of law as alleged.
- c) Ascertainable Class – The proposed Class and Subclasses are ascertainable as the members can readily be identified and located based on the Defendant's payroll and personnel records.
- d) Adequacy – Plaintiff is an adequate representative of the Class and Subclasses: Plaintiff will fairly protect the interests of the members, she has no interest adverse to the members, and she will vigorously pursue this lawsuit on behalf of all the members of the Class and Subclasses. Plaintiff's attorneys are competent, skilled and experienced in litigating large employment law class actions.
- e) Superiority - Class action treatment will allow a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would require. Further, the monetary amounts due to many individual members of the Class and Subclasses are likely to be relatively small, and the burden and expense of individual litigation would make it difficult or impossible for the members to seek and obtain relief. A class action will serve an important public interest by permitting employees harmed by Defendant's unlawful practices to effectively pursue recovery of the sums owed to them.
- f) Common Questions of Law and Fact – There are common questions of law and fact as to the members of the Class and Subclasses which are

1 superior to questions affecting only individual members of the Class and
2 Subclasses. The common questions of law and fact may be summarized
3 as follows and if necessary will be refined with the progress of formal
4 discovery in the case:

- 5 g) Whether Defendant violated California law, including the applicable
6 wage orders by failing to properly compensate Plaintiff Class members
7 for all hours worked?
- 8 h) Whether Defendant failed to pay minimum and overtime wages as
9 required by the State of California for all hours worked?
- 10 i) Whether Defendant failed to provide members of Plaintiff Class who
11 ceased employment with Defendant all wages owed at the time of the
12 cessation of the employee-employer relationship?
- 13 j) Whether Plaintiff Class is entitled to unpaid wages including overtime
14 wages as applicable, premium wages, and waiting time penalties?
- 15 k) Whether Defendant violated California law and applicable Wage Orders
16 by failing to provide Plaintiff Class members with paid ten-minute (10)
17 rest periods for each four hours worked?
- 18 l) Whether the remedy for an employer's failure to provide rest breaks as
19 required by law is a premium wage for hardship of missing a lawful rest
20 break?
- 21 m) Whether Defendant violated California law and applicable Wage Orders
22 by failing to provide Plaintiff Class members with thirty minute (30)
23 meal period for more than five hours of work?
- 24 n) Whether Defendant violated IWC Wage orders by failing to provide
25 members of Plaintiff Class with a second meal period?
- 26 o) Whether the remedy for an employer's failure to provide meal period as
27 required by law is a premium wage for hardship of missing a lawful
28 meal period?

- 1 p) Whether Plaintiff Class is entitled to waiting time penalties under Labor
2 Code § 203?
- 3 q) Whether Defendant violated California law by its failure to provide
4 Plaintiff Class with accurate, itemized, and legally compliant wage
5 statements?
- 6 r) Whether Defendant violated Business and Professions Code §§ 17200 et.
7 seq., Labor Code §§ 201, 202, 203, 204, 226, 227.3, 510, 512, 1194, 1194.2,
8 and applicable Wage Orders which constitutes violations of the public
9 policy?
- 10 s) Whether Plaintiff Class is entitled to an equitable relief in accordance
11 with Business and Professions Code §§ 17200 et. seq.
- 12 u) Whether Defendant's affirmative defenses, if any, raise common issues
13 of law and fact as to Plaintiff Class as a whole and/or Subclasses in
14 particular?

15 **VI.**

16 **FIRST CAUSE OF ACTION**

17 **FAILURE TO PAY WAGES**

18 **(Labor Code §§ 510, 1194, 1194.2)**

19 **(By Plaintiff and the Unpaid Wage Subclass against Defendants)**

20 27. Plaintiff incorporates paragraphs 1 through 26 of this First Amended Complaint
21 as if fully alleged herein.

22 28. At all relevant times, Plaintiff and the other members of the Unpaid Wage Class
23 were employees of Defendant covered by Labor Code §§ 510, 1194, 1194.2 and
24 applicable Wage Orders, and they were entitled to receive minimum and
25 overtime wages for all hours worked and liquidated damages equal to
26 unlawfully unpaid minimum wages with interest.

27 29. Defendant has violated California law and the specified provisions of the Labor
28 Code and applicable Wage Orders by its failure to pay all wages due in
accordance, including minimum wages and overtime pay. As a result of

1 Defendant's unlawful conduct, Plaintiff and other members of the Subclass
2 have suffered damages as articulated in the Prayer for Relief, set forth below,
3 and fully incorporated here as applicable.
4

5 **VII.**

6 **SECOND CAUSE OF ACTION**
7 **FAILURE TO PROVIDE MEAL PERIOD OR**
8 **COMPENSATION IN LIEU THEREOF**
9 **(Labor Code §§ 226.7, 512)**

10 **(By Plaintiff and Meal Period Subclass against Defendants)**

11 30. Plaintiff incorporates paragraphs 1 through 26 of this First Amended Complaint
12 as if fully alleged herein.

13 31. By its failure to provide thirty (30) minute uninterrupted meal period as well as
14 second meal period, if applicable, to Plaintiff and members of Meal Period
15 Subclass, Defendant willfully violated the provisions of Labor Code §§ 226.7,
16 512 and applicable Wage Orders.

17 32. As a result of Defendant's unlawful conduct, Plaintiff and other members of the
18 Subclass have suffered damages as articulated in the Prayer for Relief, set forth
19 below, and fully incorporated here as applicable.
20

21 **VIII.**

22 **THIRD CAUSE OF ACTION**
23 **FAILURE TO PROVIDE REST PERIODS OR**
24 **COMPENSATION IN LIEU THEREOF**
25 **(Labor Code § 226.7)**

26 **(By Plaintiff and Rest Periods Subclass against Defendants)**

27 33. Plaintiff incorporates paragraphs 1 through 26 of this First Amended Complaint
28 as if fully alleged herein.

- 1 34. By its failure to provide ten-minute (10) rest periods for every four (4) hours of
2 work or major fraction thereof per day to Plaintiff and Rest Period Subclass,
3 Defendant willfully violated Labor Code § 226.7 and applicable Wage Orders.
4 35. As a result of Defendant's unlawful conduct, Plaintiff and other members of the
5 Subclass have suffered damages as articulated in the Prayer for Relief, set forth
6 below, and fully incorporated here as applicable.
7

8 **IX.**
9 **FOURTH CAUSE OF ACTION**
10 **FAILURE TO PAY WAGES DUE AT TERMINATION**
11 **(Labor Code §§ 201, 202, 203)**
12 **(By Plaintiff and Waiting Time Subclass against Defendants)**

- 13 36. Plaintiff incorporates paragraphs 1 through 26 of this First Amended Complaint
14 as if fully alleged herein.
15 37. By its failure to timely pay Plaintiff and Waiting Time Subclass, Defendant
16 willfully violated the provisions of Labor Code §§ 201, 202, 203 and applicable
17 Wage Orders. Sec. 203 of Labor Code provides that if an employer willfully fails
18 to timely pay such wages, the employer must, as penalty, continue to pay the
19 employee's wages until the back wages are paid in full or an action is
20 commenced.
21 38. As a result of Defendant's unlawful conduct, Plaintiff and other members of the
22 Subclass have suffered damages as articulated in the Prayer for Relief, set forth
23 below, and fully incorporated here as applicable.
24

25 **X.**
26 **FIFTH CAUSE OF ACTION**
27 **FAILURE TO PROVIDE ITEMIZED WAGE STATEMENTS**
28 **(Labor Code §§ 226(a) (b))**
(By Plaintiff and Wage Statement Subclass against Defendants)

1 39. Plaintiff incorporates paragraphs 1 through 26 of this First Amended Complaint
2 as if fully alleged herein.

3 40. By its failure to provide accurate itemized wage statements, semimonthly or at
4 the time of each payment of wages, Defendant willfully violated the provisions
5 of Labor Code §§ 226 (a) (b) and applicable Wage Orders.

6 41. As a result of Defendant's unlawful conduct, Plaintiff and other members of the
7 Subclass have suffered damages as articulated in the Prayer for Relief, set forth
8 below, and fully incorporated here as applicable.

9
10 **XI.**

11 **SIXTH CAUSE OF ACTION**

12 **VIOLATION OF UNFAIR BUSINESS PRACTICES ACT**

13 **(Bus. & Prof. Code §§ 17200, *et seq.*)**

14 **(By Plaintiff, Plaintiff Class and All Subclasses against Defendants)**

15 42. Plaintiff incorporates paragraphs 1 through 41 of this First Amended Complaint
16 as if fully alleged herein.

17 43. The alleged unlawful conduct of Defendant constitutes unfair competition
18 pursuant to Business and Professions Code §§ 17200 *et seq.*, and this cause of
19 action is brought as a cumulative remedy under Bus. & Prof. Code § 17205 for
20 the time period starting four (4) years before the filing of the Complaint.

21 44. As a result, Plaintiff and other members of Plaintiff Class and Subclasses have
22 suffered injury in fact and lost money or property. Plaintiff and said members
23 have been deprived of their rights as set forth in this Complaint, including, but
24 not limited to, payment of minimum, overtime, and/or actual wages for all
25 hours worked.

26 45. Pursuant to Business and Professions Code §17203, Plaintiff and other members
27 of Plaintiff Class and Subclasses are entitled to restitution of all wages owed to
28 them under the Labor Code, and interest thereon, in which they had a property
interest, which Defendant failed to pay to them but withheld and retained for

1 themselves. Restitution of the money owed to Plaintiff, Plaintiff Class and
2 Subclasses is necessary to prevent Defendant from becoming unjustly enriched
3 by its failure to comply with the Labor Code provisions.

4 46. Plaintiff and members of Plaintiff Class and Subclasses are entitled to recover
5 reasonable attorney's fees in connection with their unfair competition claims
6 pursuant to Code of Civil Procedure § 1021.5, the substantial benefit doctrine
7 and/or the common fund doctrine.

8 47. Plaintiff requests the court to issue a preliminary and permanent injunction
9 prohibiting Defendant from committing the Labor Code and applicable Wage
10 Order violations set forth in this Complaint, and Plaintiff and the members of
11 Plaintiff Class and Subclasses have suffered further damages as articulated in
12 the Prayer for Relief, set forth below, also incorporated here fully as applicable.

13
14 **XII.**

15 **SEVENTH CAUSE OF ACTION**

16 **VIOLATION OF CALIFORNIA'S PRIVATE ATTORNEY GENERAL ACT**
17 **(LABOR CODE § 2699 *et seq.*)**

18 **(By Plaintiff and Aggrieved Employees Against Each Defendant)**

19 48. Plaintiff incorporates paragraphs 1 through 47 of this First Amended Complaint
20 as if fully alleged herein.

21 49. Under the Private Attorney General Act, Labor Code §§ 2698-99 ("PAGA"),
22 private parties may recover civil penalties for violations of the California Labor
23 Code. PAGA penalties are in addition to any other relief available under the
24 Labor Code.

25 50. As set forth above, Defendant violated the California Labor Code by
26 consistently failing to employ Plaintiff and other similarly situated employees
27 in compliance with California law.
28

- 1 51. Plaintiff provided written notice by certified mail to Defendants on March 13,
2 2020, and electronic notice thereafter to the State Labor & Workforce
3 Development Agency ("LWDA"), of the legal claims and theories of this case.
4 To date, and after 65 days from the date of mailing of notice, the LWDA has not
5 notified Plaintiff that the LWDA intends to exercise jurisdiction over the claim
6 for civil penalties under the PAGA. Accordingly, Plaintiff exhausted
7 administrative remedies as required by Labor Code § 2699.3. Plaintiff's PAGA
8 claim was assigned case number LWDA-CM-778904-20 by the LWDA.
- 9 52. Under the PAGA, Plaintiff and all other aggrieved employees are entitled to
10 recover the maximum civil penalties permitted by law from Defendant for the
11 violations of Labor Code alleged in this First Amended Complaint.
- 12 53. Plaintiff and all other aggrieved employees are also entitled to recover their
13 attorneys' fees and costs under Labor Code § 2699.
14

15
16 **XIII.**

17 **PRAYER FOR RELIEF**

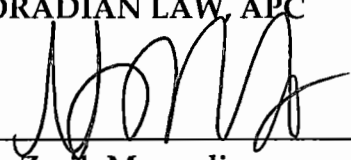
18 **WHEREFORE**, on behalf of himself and all others similarly situated, Plaintiff
19 prays for relief and judgment against Defendant as follows:

- 20 A. An order certifying that Plaintiff may pursue his claims as a class action
21 under Section 382 of the Code of Civil Procedure; and it is further requested that
22 Plaintiff Class and each Plaintiff Subclass be certified;
- 23 B. An order appointing Plaintiff as Class representative;
- 24 C. An order appointing Plaintiff's counsel as Class counsel;
- 25 D. Damages for unpaid minimum and overtime wages under Labor Code §
26 1194;
- 27 E. Liquidated damages under Labor Code § 1194.2;
- 28 F. Disgorgement of Defendant's wrongfully obtained profits and restitution
of unpaid wages under Business and Professions Code §§ 17203, 17204;

- 1 G. Civil penalties under Labor Code § 226(e);
2 H. Damages for unpaid wages under Labor Code §§ 201 or 202;
3 I. Damages for unpaid penalty wages under Labor Code § 203;
4 J. Reasonable attorney's fees pursuant to statute, including, but not limited
5 to, Labor Code § 1194 and Code of Civ. Proc. § 1021.5;
6 K. Enjoinment of Defendant from further acts of unfair competition and
7 continuous violations of the Labor Code and applicable Wage Orders;
8 L. Civil penalties under Labor Code Section 2699 (75% payable to the
9 LWDA and 25% payable to aggrieved employees); and
10 M. Such other relief, including prejudgment interest and costs.

11
12 DATED: April 27, 2021

MOORADIAN LAW, APC

13
14 By: 

Zorik Mooradian,

Haik Hacopian,

Nanor C. Kamberian,

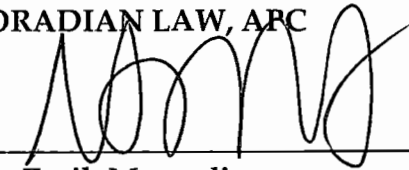
Attorneys for Plaintiff and the putative class

15
16
17
18
19 **DEMAND FOR A JURY TRIAL**

20 Plaintiff EDWIN RAMIREZ hereby demands a jury trial in the above case.

21
22 DATED: April 27, 2021

MOORADIAN LAW, APC

23
24 By: 

Zorik Mooradian,

Haik Hacopian,

Nanor C. Kamberian,

Attorneys for Plaintiff and the putative class

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and am not a party to the within action, my business address is 24007 Ventura Blvd., Suite 210, Calabasas, CA 91302.

On **April 27, 2021**, I served on the parties of record in this action the foregoing document(s) described as:

FIRST AMENDED COMPLAINT – CLASS AND REPRESENTATIVE ACTION

on the parties to this action by placing them in a sealed envelope(s) addressed as follows:

Amir Mostafavi, Esq. amir@mostafavilaw.com Mostafavi Law Group, APC 528 Palisades Dr., Ste. 220 Pacific Palisades, CA 90272 Attorneys for Plaintiffs Vazquez, et al.	Michael A. Strauss, Esq. mike@strausslawyers.com Strauss & Strauss, APC 121 N. Fir St., Ste. F Ventura, CA 93001 Attorneys for Plaintiffs Vazquez, et al.
Stephen F. McAndrew, Esq. steve@kmcllp.com Kaufman McAndrew LLP 16633 Ventura Blvd., Ste. 500 Encino, CA 91436 Attorneys for Defendant Street City Logistics	Lee A. Miller, Esq. lmiller@millerlawpartners.com Miller Law Partners, PC 21600 Oxnard Street, Suite 380 Woodland Hills, CA 91367 Attorneys for Defendant Street City Logistics
Steven Benjamin, Esq. steve@benjaminlawoffices.com Benjamin Law Offices 1127 18 th Street Sacramento, CA 95811 Attorneys for Defendant Millennium Transportation	Sue M. Bendavid, Esq. sbendavid@lewitthackman.com Nicholas Kanter, Esq. nkanter@lewitthackman.com 16633 Ventura Blvd., 11 th Floor Encino, CA 91436-1865 Telephone: (818) 990-2120 Fax: (818) 981-4764 Attorneys for Defendant Warren Distributing, Inc.

☒ **VIA ELECTRONIC SERVICE** – Based on a court order or agreement of the parties to accept service by electronic transmission, I caused the document(s) to be sent to the above persons listed at their electronic notification addresses by uploading the document(s) to the CASEANYWHERE service and/or directly sending to the above persons listed at their e-mail addresses on the attached service list on the date stated thereon. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

1
2 ☒ **STATE** – I declare under penalty of perjury under the laws of the “State of
California that the above is true and correct.

3
4 Executed on **April 27, 2021** at Calabasas, California.

5
6 /s/Haik Hacopian

Haik Hacopian