

1 Zorik Mooradian, Esq., CSB No. 136636
2 zorik@mooradianlaw.com
3 Haik Hacopian, Esq., CSB No. 282361
4 haik@mooradianlaw.com
5 MOORADIAN LAW, APC
6 24007 Ventura Blvd., Suite 210
7 Calabasas, CA 91302
8 Telephone: (818) 487-1998
9 Facsimile: (888) 783-1030

10 Attorneys for: Plaintiff ARMANDO MUNIZ, individually and on behalf of other
11 persons similarly situated and similarly aggrieved employees

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

14 ARMANDO MUNIZ, individually and on
15 behalf of other persons similarly situated and
16 similarly aggrieved employees,

17 Plaintiffs,

18 v.

19 LOT LLC, dba LOT MANAGEMENT, an
20 active California Limited Liability Company;
21 and DOES 1 through 10,

22 Defendants.

Case No.: 22STCV32901

Assigned to: Hon. Maren E. Nelson
Department: SS-17

**FIRST AMENDED COMPLAINT –
CLASS AND REPRESENTATIVE
ACTION**

JURY TRIAL DEMANDED

1. Failure to Provide Meal Periods;
2. Failure to Provide Paid Rest Periods;
3. Failure to Pay Wages;
4. Failure to Pay for Reporting Time;
5. Failure to Timely Pay Wages at Termination/Separation;
6. Failure to Timely Pay Vacation Wages at Termination;
7. Failure to Provide Accurate Wage Statements;
8. Failure to Reimburse Business Expenses;

9. Violation of Unfair Business Practices Act – Bus. & Prof. Code §§ 17200, *et seq.*; and
10. Penalties Pursuant to Private Attorneys General Act (“PAGA”)

Plaintiff ARMANDO MUNIZ (“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 LOT LLC (referred here as “LOT” or “Defendant”) to provide meal periods at the proper intervals, to provide rest periods at the proper intervals, to pay all wages owed including overtime, to pay for employee reporting time, to provide accurate wage statements, to pay all wages owed to terminated or separated employees in a timely manner, to pay all vacation pay owed to terminated or separated employees, and to reimburse employee business expenses.
2. Defendant employed Plaintiff during the applicable time period, utilizing consistent policies and procedures in violation of Labor Code §200, *et seq.*, Labor Code §500, *et seq.*, Labor Code §1194, *et seq.*, Labor Code §2800, *et seq.*, and the applicable Wage Orders issued by the California Industrial Welfare Commission.
3. Defendant is engaged in the business of commercial property maintenance and servicing. Plaintiff was hired on or about September 2019, and separated on or about December 20, 2021. At all times during said employment, Plaintiff had a non-exempt classification. Plaintiff was employed by Defendant primarily at the “Cerritos Towne Center” located at 12731 Towne Center Drive in Cerritos, California 90703.

- 1 4. At the time of his separation, Plaintiff was not paid all his wages, including all
2 accrued and vested vacation pay.
- 3 5. Plaintiff was also deprived of lawful meal and rest periods, not paid all wages
4 he was entitled to, and failed to receive accurate and compliant itemized wage
5 statements.
- 6 6. Defendant had a consistent policy of not paying wages for all hours worked,
7 including overtime and double time wages to the extent applicable, including
8 failing to calculate overtime and double time with respect to an employee's
9 regular rate of compensation.
- 10 7. Defendant had a consistent policy of failing to pay employees reporting time
11 pay after employees reported to work but were turned away by Defendant.
- 12 8. Defendant had a consistent policy of requiring its employees, including
13 Plaintiff, to work through meal periods or work without a meal period for at
14 least five (5) hours of a shift and failing to pay such employees one (1) hour of
15 pay at the employees' regular rate of compensation for each workday that the
16 meal period was not provided or as required by California state wage and hour
17 laws.
- 18 9. Defendant had a consistent policy of failing to allow its employees, including
19 Plaintiff, rest periods for at least ten (10) minutes per four (4) hours, or a major
20 fraction worked, and failing to pay such employees one (1) hour of pay at their
21 regular rate of compensation for each workday that the rest period was not
22 provided, or other compensation, as required by California state and wage and
23 hour laws.
- 24 10. Defendant knowingly provided inaccurate wage statements to its
25 employees, including Plaintiff, that did not correctly include the correct wages,
26 including compensation for meal periods not provided and rest period not
27 authorized or permitted as required by California state wage and hour laws.
28

- 1 11. Defendant had a consistent policy of failing to pay its employees, including
2 Plaintiff, all wages including unpaid premium wages and accrued and vested
3 vacation pay, due at the termination or separation, in violation of California
4 state wage and hour laws.
- 5 12. Defendants had a consistent policy of failing to reimburse their employees,
6 including Plaintiff, for all business expenses incurred in the discharge of their
7 duties.
- 8 13. Plaintiff, on behalf of himself and all Class Members, brings this action
9 pursuant to Lab. Code §§ 201, 202, 203, 204, 210, 226, 226.7, 227.3, 510, 512, 1194,
10 1194.2, 2800, 2802, the applicable Wage Order(s), the applicable Living Wage
11 Ordinance(s), seeking unpaid wages, penalties, equitable relief, and reasonable
12 attorneys' fees and costs.
- 13 14. Plaintiff, on behalf of himself and the putative class members, also brings
14 this action pursuant to Bus. & Prof. Code §§ 17200, *et seq.*, seeking injunctive
15 relief, restitution, and disgorgement of all benefits obtained by Defendant as a
16 result of Labor Code and applicable Wage Order violations.
- 17 15. Plaintiff, on behalf of the State of California, himself, and other similarly
18 aggrieved employees, also brings this action pursuant to California Private
19 Attorney General Act ("PAGA"), Cal. Lab. Code §2698, *et seq.* seeking unpaid
20 wages and other compensation, penalties, and reasonable attorneys' fees and
21 costs.

22 II.

23 JURISDICTION AND VENUE

- 24 16. Venue as to each defendant is proper in this judicial district, pursuant to
25 Code of Civil Procedure § 395. The County of Los Angeles is the proper venue,
26 because work for Defendant was performed by Plaintiff and other class
27 members in the County of Los Angeles and the legal obligations owed by
28

Defendant to Plaintiff and other class members were breached in the County of Los Angeles.

17. The California Superior Court has jurisdiction in this matter, because Plaintiff is a resident of California, Defendant is qualified to do business in California and regularly conducts business in California.

III.

THE PARTIES

18. Plaintiff ARMANDO MUNIZ is a resident of the State of California, and was employed by Defendant in Los Angeles County from on or about September 2019 through on or about December 20, 2021.

19. Defendant LOT LLC was an active California Limited Liability Company Corporation at all times during the claims of Plaintiff and the putative class and was doing business in California.

20. Plaintiff is ignorant of the true names, capacities, relationships and extent of participation in the conduct herein alleged, of the defendants sued herein as Does 1 through 10, but he is informed and believes and thereon alleges that said defendants are legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff will amend this Complaint to allege their true names and capacities when ascertained.

21. 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.

//

//

//

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IV.

GENERAL ALLEGATIONS

22. 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.

23. The employees of Defendant have not been provided: uninterrupted thirty-minute meal periods for work periods of more than five (5) hours per day; second uninterrupted thirty-minute meal periods for work periods of more than ten (10) hours per day; and have not been permitted to take ten-minute (10) rest periods for work periods of four (4) hours or major fractions, pursuant to the Labor Code, and applicable IWC Wage Orders.

24. Defendant failed to pay employees wages owed for all hours worked, including overtime and double time hours as applicable, as well as failing to calculate any overtime wages with respect to an employee's regular rate of compensation.

25. Defendants failed to pay for employee reporting time to employees reporting to work and being turned away by Defendants.

26. Defendant failed to pay Plaintiff and the members of his putative class upon separation the wages earned and unpaid at the time of discharge, including unpaid premium wages and accrued and vested vacation pay or "PTO."

27. 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 and/or paid, including premium wages owed for failing to provide meal and/or rest periods at the proper intervals.

28. Defendants failed to fully reimburse Plaintiff and putative members of his class for all their business-related expenditures. In violation of the Labor Code, Plaintiff and putative members of his class did not receive indemnification for all business-related expenditures.

1 29. 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 this
6 First Amended Complaint to correct or remedy the violations of law specified
7 here.

8 **V.**

9 **CLASS ACTION ALLEGATIONS**

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

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

23 31. Plaintiff seeks to certify the following subclasses of employees:

- 24 a) “Meal Period Subclass” – All members of Plaintiff Class who worked
25 each period exceeding five (5) hours without an uninterrupted, off
26 duty, thirty (30) minute meal period and/or periods in excess of ten (10)
27 hours without a second uninterrupted, off duty, thirty (30) minute
28 meal periods; and were not provided compensation of one hour’s pay

1 at the employee's regular rate for each day that a meal period was not
2 provided.

- 3 b) "Rest Period Subclass" – All members of Plaintiff Class who worked
4 periods of four (4) hours or major fraction thereof without a duty free
5 rest period of at least 10-minutes and who were not compensated one
6 hour's pay at the employee's regular rate for each day that a rest period
7 was not permitted.
- 8 c) "Unpaid Wage Subclass" – All members of Plaintiff Class who were
9 not paid their minimum/actual wages, including any time that was
10 unlawfully rounded by Defendant or otherwise considered as off-the-
11 clock, as well as overtime wages for hours worked in excess of eight
12 hours per day at the one and a half rate (of an employee's regular rate
13 of pay) or at a double time rate (of an employee's regular rate of pay)
14 as applicable.
- 15 d) "Reporting Time Subclass" – All members of Plaintiff Class who were
16 not paid their regular rate of pay for at least half of their usual or
17 scheduled day's work but in no event less than two hours due to being
18 turned away for reporting to work.
- 19 e) "Waiting Time Subclass" – All members of Plaintiff Class to whom
20 Defendant failed to pay all wages due to them upon termination or
21 resignation under Labor Code §§ 201-203.
- 22 f) "Vacation Pay Subclass" – All members of Plaintiff Class to whom
23 Defendant failed to pay all vacation wages owed, vested or agreed to
24 upon termination or resignation as required by Labor Code §227.3.
- 25 g) "Wage Statement Subclass" – All members of Plaintiff Class to whom
26 Defendant improperly failed to provide accurate itemized wage
27 statements under Labor Code §§ 226.
- 28

1 h) "Expense Reimbursement Subclass" – All members of Plaintiff Class to
2 whom Defendants failed to fully reimburse employee business
3 expenses as required by Labor Code §2802.

4 i) "UCL Subclass" – All members of the Meal Period, Rest Period, Unpaid
5 Wage, Reporting Time, Waiting Time, Vacation Pay, Wage Statement,
6 and Expense Reimbursement Subclasses who were subject to unlawful,
7 illegal, unfair and/or deceptive business acts and practices by
8 Defendant and are entitled to disgorgement and restitution of unpaid
9 wages.

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

12 a) Numerosity -The potential members of the Class and Subclasses as
13 defined here are so numerous that the individual joinder of all of them as
14 named plaintiffs is impracticable. The number of members of the Class
15 and Subclasses is unknown to Plaintiff. It is however estimated that the
16 members are more than 100 individuals, and their identities may readily
17 be ascertained from Defendant's records.

18 b) Typicality – The claims of Plaintiff are typical of the claims of all
19 members of the Class and Subclasses, who sustained similar damages
20 arising out of Defendant's common course of conduct in violation of law
21 as alleged.

22 c) Ascertainable Class – The proposed Class and Subclasses are
23 ascertainable as the members can readily be identified and located based
24 on the Defendant's payroll and personnel records.

25 d) Adequacy – Plaintiff is an adequate representative of the Class and
26 Subclasses: Plaintiff will fairly protect the interests of the members, he
27 has no interest adverse to the members, and he will vigorously pursue
28 this lawsuit on behalf of all the members of the Class and Subclasses.

1 Plaintiff's attorneys are competent, skilled and experienced in litigating
2 large employment law class actions.

- 3 e) Superiority - Class action treatment will allow a large number of
4 similarly situated persons to prosecute their common claims in a single
5 forum simultaneously, efficiently, and without the unnecessary
6 duplication of effort and expense that numerous individual actions
7 would require. Further, the monetary amounts due to many individual
8 members of the Class and Subclasses are likely to be relatively small, and
9 the burden and expense of individual litigation would make it difficult
10 or impossible for the members to seek and obtain relief. A class action
11 will serve an important public interest by permitting employees harmed
12 by Defendant's unlawful practices to effectively pursue recovery of the
13 sums owed to them.
- 14 f) Common Questions of Law and Fact – There are common questions of
15 law and fact as to the members of the Class and Subclasses which are
16 superior to questions affecting only individual members of the Class and
17 Subclasses. The common questions of law and fact may be summarized
18 as follows and if necessary will be refined with the progress of formal
19 discovery in the case:
- 20 g) Whether Defendant failed to provide members of Plaintiff Class who
21 ceased employment with Defendant all wages owed at the time of the
22 cessation of the employee-employer relationship?
- 23 h) Whether Defendant violated California law and applicable Wage Orders
24 by failing to provide Plaintiff Class members with paid ten-minute (10)
25 rest periods for each four hours worked?
- 26 i) Whether the remedy for an employer's failure to provide rest breaks as
27 required by law is a premium wage for hardship of missing a lawful rest
28 break?

- 1 j) Whether Defendant violated California law and applicable Wage Orders
2 by failing to provide Plaintiff Class members with thirty minute (30)
3 meal period for more than five hours of work?
- 4 k) Whether Defendant violated California law and applicable Wage Orders
5 by failing to provide members of Plaintiff Class with a second meal
6 period?
- 7 l) Whether the remedy for an employer's failure to provide meal period as
8 required by law is a premium wage for hardship of missing a lawful
9 meal period?
- 10 m) Whether Defendant violated California law, including the applicable
11 wage orders by failing to properly compensate Plaintiff Class members
12 for all hours worked, including overtime and double time hours as
13 applicable?
- 14 n) Whether Defendant violated California law, including applicable Wage
15 Orders, by failing to employees their regular rate of pay for at least half
16 of their usual or scheduled day's work but in no event less than two
17 hours to the extent an employee reported to work and was turned away?
- 18 o) Whether Plaintiff Class is entitled to waiting time penalties under Labor
19 Code § 203?
- 20 p) Whether Defendant violated Labor Code §227.3 by its failure to provide
21 Plaintiff Class with all vacation wages or PTO owed, vested or agreed to
22 upon termination or separation?
- 23 q) Whether Defendant violated California law by its failure to provide
24 Plaintiff Class with accurate and itemized wage statements?
- 25 r) Whether Defendants have violated Labor Code §2802 by failing to
26 reimburse Plaintiff and the Plaintiff Class for all business expenses
27 incurred by them in direct consequence of the discharge of their duties?
28

- 1 s) Whether Defendant violated Business and Professions Code §§ 17200 et.
2 seq., Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 227.3, 510, 512,
3 1194, 1194.2, 2800, 2802, and applicable Wage Orders which constitute
4 violations of the public policy?
- 5 t) Whether Plaintiff Class is entitled to an equitable relief in accordance
6 with Business and Professions Code §§ 17200 et. seq.
- 7 u) Whether Defendant's affirmative defenses, if any, raise common issues
8 of law and fact as to Plaintiff Class as a whole and/or Subclasses in
9 particular?

10 **VI.**

11 **FIRST CAUSE OF ACTION**

12 **FAILURE TO PROVIDE MEAL PERIOD OR**
13 **COMPENSATION IN LIEU THEREOF**

14 **(Labor Code §§ 226.7, 512)**

15 **(By Plaintiff and Meal Period Subclass against Defendant)**

- 16 33. Plaintiff incorporates paragraphs 1 through 32 of this First Amended Complaint
17 as if fully alleged herein.
- 18 34. By its failure to provide thirty minute (30) uninterrupted meal period as well as
19 second meal period, if applicable, to Plaintiff and members of Meal Period
20 Subclass, Defendant willfully violated the provisions of Labor Code §§ 226.7,
21 512 and applicable IWC Wage Orders.
- 22 35. As a result of Defendant's unlawful conduct, Plaintiff and other members of the
23 Subclass have suffered damages as articulated in the Prayer for Relief, set forth
24 below, and fully incorporated here as applicable.

25 //

26 //

27 //

28 //

//

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

VII.

SECOND CAUSE OF ACTION
FAILURE TO PROVIDE REST PERIODS OR
COMPENSATION IN LIEU THEREOF

(Labor Code § 226.7)

(By Plaintiff and Rest Period Subclass against Defendant)

36. Plaintiff incorporates paragraphs 1 through 32 of this First Amended Complaint as if fully alleged herein.

37. By its failure to provide ten-minute (10) rest periods for every four (4) hours of work or major fraction thereof per day to Plaintiff and Rest Period Subclass, Defendant willfully violated Labor Code § 226.7 and applicable Wage Orders.

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

VIII.

THIRD CAUSE OF ACTION
FAILURE TO PAY WAGES

(Labor Code §§ 204, 210, 510, 1194, 1194.2)

(By Plaintiff and the Unpaid Wage Subclass against Defendant)

39. Plaintiff incorporates paragraphs 1 through 32 of this First Amended Complaint as if fully alleged herein.

40. At all relevant times, Plaintiff and the other members of the Unpaid Wage Class were employees of Defendant covered by Labor Code §§ 204, 210, 510, 1194, 1194.2 and applicable Wage Orders, and they were entitled to receive minimum and overtime wages for all hours worked and liquidated damages equal to unlawfully unpaid minimum wages with interest.

41. Defendant has violated California law and the specified provisions of the Labor Code and applicable Wage Orders by its failure to pay all wages due in accordance, including minimum wages, wrongfully classified off-the-clock

1 wages, overtime pay and double time pay as based on an employee's regular
2 rate of compensation. Notably, any wages that were paid were not effectively
3 paid within seven (7) days of the close of any applicable payroll period. As a
4 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 **IX.**

8 **FOURTH CAUSE OF ACTION**
9 **FAILURE TO PAY FOR REPORTING TIME**
10 **(8 Cal Code Regulations §§ 11010-11160)**
11 **(By Plaintiff and Reporting Time Subclass against Defendant)**

12 42. Plaintiff incorporates paragraphs 1 through 32 of this First Amended Complaint
13 as if fully alleged herein.

14 43. During the Class Period, Plaintiff and other class members were required to
15 report to work and did report to work only to be told that business was light
16 and/or they weren't needed or no longer needed, and they were sent home but
17 they did not receive their regular rate of pay for at least half of their usual or
18 scheduled day's work but in no event less than two hours.

19 44. As such, Defendant has violated California's Wage Order pertaining to "Pay for
20 Reporting to Work" and 8 Cal Code Regulations §§ 11010-11160 and all other
21 applicable laws and statutes.

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

25 //

26 //

27 //

28 //

1 X.

2 **FIFTH CAUSE OF ACTION**
3 **FAILURE TO PAY WAGES DUE AT TERMINATION**
4 **(Labor Code §§ 201, 202, 203)**
5 **(By Plaintiff and Waiting Time Subclass against Defendant)**

6 46. Plaintiff incorporates paragraphs 1 through 32 of this First Amended Complaint
7 as if fully alleged herein.

8 47. By its failure to timely pay Plaintiff and Waiting Time Subclass, Defendant
9 willfully violated the provisions of Labor Code §§ 201, 202, 203 and applicable
10 Wage Orders. Sec. 203 of Labor Code provides that if an employer willfully fails
11 to timely pay such wages, the employer must, as penalty, continue to pay the
12 employee's wages until the back wages are paid in full or an action is
13 commenced.

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

17 XI.

18 **SIXTH CAUSE OF ACTION**
19 **FAILURE TO PAY VACATION WAGES DUE AT TERMINATION**
20 **(Labor Code §227.3)**
21 **(By Plaintiff and Vacation Pay Subclass against Defendant)**

22 49. Plaintiff incorporates paragraphs 1 through 32 of this First Amended Complaint
23 as if fully alleged herein.

24 50. By its failure to timely pay Plaintiff and Vacation Pay Subclass, Defendant
25 willfully violated the provisions of Labor Code §227.3. Section 227.3 of Labor
26 Code provides that whenever a contract of employment or employer policy
27 provides for paid vacation, and an employee is terminated without having
28 taken off his or his vested vacation time, all vested vacation shall be paid to him
as wages at his or his final rate in accordance with such contract of employment

1 or employer policy respecting eligibility of time served; provided, however,
2 that an employment contract or employer policy shall not provide for forfeiture
3 of vested vacation time upon termination.

4 51. 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 **XII.**

8 **SEVENTH CAUSE OF ACTION**
9 **FAILURE TO PROVIDE ITEMIZED WAGE STATEMENTS**
10 **(Labor Code §226)**
11 **(By Plaintiff and Wage Statement Subclass against Defendant)**

12 52. Plaintiff incorporates paragraphs 1 through 32 of this First Amended Complaint
13 as if fully alleged herein.

14 53. By its failure to provide accurate itemized wage statements, semimonthly or at
15 the time of each payment of wages, Defendant willfully violated the provisions
16 of Labor Code §226 and applicable Wage Orders.

17 54. 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 **XIII.**

21 **EIGHTH CAUSE OF ACTION**
22 **FAILURE TO REIMBURSE ALL BUSINESS EXPENSES**
23 **(Labor Code §§2800, 2802)**
24 **(By Plaintiff and Expense Reimbursement Subclass against Defendants)**

25 55. Plaintiff incorporates paragraphs 1 through 32 of this First Amended Complaint
26 as if fully alleged herein.

27 56. Labor Code § 2800 provides, in pertinent part, "[a]n employer shall in all cases
28 indemnify his employee for losses caused by the employer's want of ordinary
care."

1 57. Labor Code § 2802 provides, in pertinent part, “[a]n employer shall indemnify
2 his or his employee for all necessary expenditures or losses incurred by the
3 employee in direct consequence of the discharge of his or his duties...”

4 58. Further, Labor Code § 2802 additionally provides, in pertinent part: “(c)...the
5 term ‘necessary expenditures or losses’ shall include all reasonable costs,
6 including but not limited to, attorney’s fees incurred by the employee enforcing
7 the rights granted by this section.”

8 59. During the relevant time period, Defendants were required to reimburse
9 Plaintiff and class members for all expenditures or losses caused by the
10 employer’s want of ordinary care and/or incurred in direct consequence of the
11 discharge of their duties, but failed to indemnify and reimburse Plaintiff and
12 class members in violation of Labor Codes §§ 2800 and 2802.

13 60. As a direct and proximate result, Plaintiff and class members have suffered, and
14 continue to suffer, substantial losses, related to the use and enjoyment of such
15 monies to be reimbursed, lost interest on such monies, and expenses and
16 attorney’s fees in seeking to compel Defendants to fully perform their
17 obligations under California law, all of their damage in amounts according to
18 proof at the time of trial.

19 **XIV.**

20 **NINTH CAUSE OF ACTION**

21 **VIOLATION OF UNFAIR BUSINESS PRACTICES ACT**

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

23 **(By Plaintiff, Plaintiff Class and All Subclasses against Defendant)**

24 61. Plaintiff incorporates paragraphs 1 through 60 of this First Amended Complaint
25 as if fully alleged herein.

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

1 63. As a result, Plaintiff and other members of Plaintiff Class and Subclasses have
2 suffered injury in fact and lost money or property. Plaintiff and said members
3 have been deprived of their rights as set forth in this First Amended Complaint,
4 including, but not limited to, payment of minimum and/or actual wages for all
5 hours worked.

6 64. Pursuant to Business and Professions Code § 17203, Plaintiff and other
7 members of Plaintiff Class and Subclasses are entitled to restitution of all wages
8 owed to them under the Labor Code, and interest thereon, in which they had a
9 property interest, which Defendant failed to pay to them but withheld and
10 retained for itself. Restitution of the money owed to Plaintiff, Plaintiff Class and
11 Subclasses is necessary to prevent Defendant from becoming unjustly enriched
12 by its failure to comply with the Labor Code provisions.

13 65. Plaintiff and members of Plaintiff Class and Subclasses are entitled to recover
14 reasonable attorney's fees in connection with their unfair competition claims
15 pursuant to Code of Civil Procedure § 1021.5, the substantial benefit doctrine
16 and/or the common fund doctrine.

17 66. Plaintiff requests the court to issue a preliminary and permanent injunction
18 prohibiting defendants from committing the Labor Code and applicable Wage
19 Order violations set forth in this First Amended Complaint, and Plaintiff and
20 the members of Plaintiff Class and Subclasses have suffered further damages as
21 articulated in the Prayer for Relief, set forth below, also incorporated here fully
22 as applicable.

23 **XV.**

24 **TENTH CAUSE OF ACTION**

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

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

28 67. Plaintiff incorporates paragraphs 1 through 66 of this First Amended Complaint
as if fully alleged herein.

1 68. Under the Private Attorney General Act, Labor Code §§ 2698-99 ("PAGA"),
2 private parties may recover civil penalties for violations of the California Labor
3 Code. PAGA penalties are in addition to any other relief available under the
4 Labor Code.

5 69. As set forth above, Defendant violated the California Labor Code by
6 consistently failing to employ Plaintiff and other similarly situated employees
7 in compliance with California law.

8 70. Plaintiff provided written notice by certified mail to Defendants on October 13,
9 2022, and electronic notice thereafter to the State Labor & Workforce
10 Development Agency ("LWDA"), of the legal claims and theories of this case.
11 To date, and after 65 days from the date of mailing of notice, the LWDA has not
12 notified Plaintiff that the LWDA intends to exercise jurisdiction over the claim
13 for civil penalties under the PAGA. Accordingly, Plaintiff exhausted
14 administrative remedies as required by Labor Code § 2699.3. Plaintiff's PAGA
15 claim was assigned case number LWDA-CM-913668-22 by the LWDA.
16 Appended hereto is a copy of the notice communicated by Plaintiff.

17 71. Under the PAGA, Plaintiff and all other aggrieved employees are entitled to
18 recover the maximum civil penalties permitted by law from Defendant for the
19 violations of Labor Code alleged in this First Amended Complaint and the
20 notice communicated by Plaintiff.

21 72. Plaintiff and all other aggrieved employees are also entitled to recover their
22 attorneys' fees and costs under Labor Code § 2699.
23

24 XVI.

25 PRAYER FOR RELIEF

26
27 **WHEREFORE**, on behalf of himself and all others similarly situated, Plaintiff
28 prays for relief and judgment against Defendant as follows:

1 A. An order certifying that Plaintiff may pursue his claims as a class action
2 under Section 382 of the Code of Civil Procedure; and it is further requested that
3 Plaintiff Class and each Plaintiff Subclass be certified;

4 B. An order appointing Plaintiff as Class representative;

5 C. An order appointing Plaintiff's counsel as Class counsel;

6 D. Disgorgement of Defendant's wrongfully obtained profits and restitution
7 of unpaid wages under Business and Professions Code §§ 17203, 17204;

8 E. Damages for unpaid additional compensation for failing to provide
9 timely or uninterrupted or lawful meal periods and rest periods;

10 F. Damages for unpaid minimum wages under Labor Code § 1194;

11 G. Liquidated damages under Labor Code § 1194.2;

12 H. Damages for unpaid reporting time pay under the applicable Wage
13 Order(s);

14 I. Statutory penalties under Labor Code § 210;

15 J. Statutory penalties under Labor Code § 226(e);

16 K. Damages for unpaid penalty wages under Labor Code § 203;

17 L. Reimbursement of business expenses under Labor Code § 2802;

18 M. Damages for unpaid vacation wages at the time of discharge under
19 Labor Code § 227.3;

20 N. Reasonable attorney's fees and costs pursuant to statute, including, but
21 not limited to Labor Code § 218.5 and Code of Civ. Proc. § 1021.5;

22 O. Enjoinment of Defendant from further acts of unfair competition and
23 continuous violations of the Labor Code and applicable Wage Orders;

24 P. Civil penalties under Labor Code Section 2699 (75% payable to the
25 LWDA and 25% payable to aggrieved employees); and

26 Q. For such other relief that the Court may deem just and proper, including
27 prejudgment interest and costs.

28

1 DATED: Dec. 28, 2023

MOORADIAN LAW, APC

2
3 By: /s/Haik Hacopian

4 **Zorik Mooradian,**

5 **Haik Hacopian,**

6 Attorneys for Plaintiff and the putative class
7 and aggrieved employees

8 **DEMAND FOR A JURY TRIAL**

9 Plaintiff ARMANDO MUNIZ hereby demands a jury trial in the above case.
10
11

12 DATED: Dec. 28, 2023

MOORADIAN LAW, APC

13
14 By: /s/Haik Hacopian

15 **Zorik Mooradian,**

16 **Haik Hacopian,**

17 Attorneys for Plaintiff and the putative class
18 and aggrieved employees
19
20
21
22
23
24
25
26
27
28

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

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

Attorneys for Defendant Lot LLC

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

Haik Hacopian