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7 Attorneys for: Plaintiffs EDUARDO MORALES, individually and on behalf of other
persons similarly situated and similarly aggrieved employees

8 [ADDITIONAL COUNSEL LISTED AFTER CAPTION]
9

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

12 EDUARDO MORALES, JOSE OLIVA,
13 individually and on behalf of other persons
14 similarly situated and similarly aggrieved
employees,

15 Plaintiffs,

16 v.

17 PHENIX ENTERPRISES, INC., an active
18 California Corporation; SATELLITE BODY,
INC., an active California Corporation; SAFE
19 VEHICLE SYSTEMS, INC., an active California
Corporation; and DOES 1 through 25,

20 Defendants.
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Case No.: 23STCV06594

Assigned to: Hon. Laura A. Seigle
Department: SS-17

**CONSOLIDATED 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 Timely Pay Wages at Termination/Separation;
5. Failure to Timely Pay Vacation Wages at Termination;
6. Failure to Provide Accurate Wage Statements;
7. Failure to Reimburse Business Expenses;
8. Violation of Unfair Business Practices Act – Bus. & Prof. Code §§ 17200, *et seq.*; and
9. Penalties Pursuant to Private Attorneys General Act (“PAGA”)

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1 Plaintiff EDUARDO MORALES and Plaintiff JOSE OLIVA (“Plaintiffs”), on behalf of
2 themselves and all others similarly situated, based on information and belief, complain and allege:

3 **I.**

4 **INTRODUCTION**

5 1. This class and representative action lawsuit arises out of the failure of Defendant
6 PHENIX ENTERPRISES, INC., Defendant SATELLITE BODY, INC., and Defendant SAFE
7 VEHICLE SYSTEMS, INC., (collectively referred to hereafter as “Defendants”) to provide meal
8 periods at the proper intervals, to provide rest periods at the proper intervals, to pay all wages owed
9 including overtime, to provide accurate and compliant wage statements, to pay all wages owed to
10 terminated or separated employees in a timely manner, to pay all vacation pay owed to terminated
11 or separated employees, and to reimburse employee business expenses.

12 2. Defendants employed Plaintiffs during the applicable time period, utilizing
13 consistent policies and procedures in violation of Labor Code §200, et seq., Labor Code §500, et
14 seq., Labor Code §1194, et seq., Labor Code §2800, et seq., and the applicable Wage Orders issued
15 by the California Industrial Welfare Commission.

16 3. Defendants are engaged in the business of truck body and van equipment
17 manufacturing and distribution. Plaintiff Morales was hired on or about July 27, 2021 and separated
18 on or about July 18, 2022. Plaintiff Oliva was hired on or about on approximately April 29, 2014,
19 until his separation from employment on September 28, 2022. At all times during said employment,
20 Plaintiffs had non-exempt classifications. Plaintiffs were employed by Defendants at their facility
21 located at 1785 Mt. Vernon Avenue in Pomona, California 91768.

22 4. At the time of his separation, Plaintiffs were not paid all their wages, including all
23 accrued and vested vacation pay.

24 5. Plaintiffs were also deprived of lawful meal and rest periods, not paid all wages they
25 were entitled to, and failed to receive accurate and compliant itemized wage statements.

26 6. Defendants had a consistent policy of not paying wages, including overtime and
27 double time wages to the extent applicable, for all hours worked inclusive of rounding and work
28

1 off-the-clock. Defendants also failed to factor non-discretionary bonus payments into employees'
2 regular rate of compensation.

3 7. Defendants had a consistent policy of requiring their employees, including Plaintiffs,
4 to work through meal periods or work without a meal period for at least five (5) hours of a shift and
5 failing to pay such employees one (1) hour of pay at the employees' regular rate of compensation
6 for each workday that the meal period was not provided or as required by California state wage and
7 hour laws.

8 8. Defendants had a consistent policy of failing to allow their employees, including
9 Plaintiffs, rest periods for at least ten (10) minutes per four (4) hours, or a major fraction worked,
10 and failing to pay such employees one (1) hour of pay at their regular rate of compensation for each
11 workday that the rest period was not provided, or other compensation, as required by California
12 state and wage and hour laws.

13 9. Defendants knowingly provided inaccurate wage statements to their
14 employees, including Plaintiffs, that did not correctly include the correct wages, including
15 compensation for meal periods not provided and rest period not authorized or permitted as required
16 by California state wage and hour laws. Said wage statements also did not properly identify the
17 employer.

18 10. Defendants had a consistent policy of failing to pay their employees, including
19 Plaintiffs, all wages including accrued and vested vacation pay, due at the termination or separation,
20 in violation of California state wage and hour laws.

21 11. Defendants had a consistent policy of failing to reimburse their employees, including
22 Plaintiffs, for all business expenses incurred in the discharge of their duties including for uniform
23 maintenance and purchase of tools.

24 12. Plaintiffs, on behalf of themselves and all Class Members, bring this action
25 pursuant to Lab. Code §§ 201, 202, 203, 204, 210, 226, 226.7, 227.3, 510, 512, 1194, 1194.2,
26 1197.1, 1199, 2800, and 2802 seeking unpaid wages, penalties, equitable relief, and reasonable
27 attorneys' fees and costs.

28 13. Plaintiffs, on behalf of themselves and the putative class members, also bring

1 this action pursuant to Bus. & Prof. Code §§ 17200, *et seq.*, seeking injunctive relief, restitution,
2 and disgorgement of all benefits obtained by Defendants as a result of Labor Code and applicable
3 Wage Order violations.

4 14. Plaintiffs, on behalf of the State of California, themselves, and other similarly
5 aggrieved employees, also bring this action pursuant to California Private Attorney General Act
6 (“PAGA”), Cal. Lab. Code §2698, *et seq.* seeking unpaid wages and other compensation, penalties,
7 and reasonable attorneys’ fees and costs.

8 **II.**

9 **JURISDICTION AND VENUE**

10 15. Venue as to each Defendant is proper in this judicial district, pursuant to Code
11 of Civil Procedure § 395. The County of Los Angeles is the proper venue, because work for
12 Defendants was performed by Plaintiffs and other class members in the County of Los Angeles and
13 the legal obligations owed by Defendants to Plaintiffs and other class members were breached in
14 the County of Los Angeles.

15 16. The California Superior Court has jurisdiction in this matter, because Plaintiffs are
16 residents of California, Defendants are qualified to do business in California and regularly conduct
17 business in California.

18 **III.**

19 **THE PARTIES**

20 17. Plaintiff EDUARDO MORALES is a resident of the State of California, and was
21 employed by Defendants in Los Angeles County from on or about July 27, 2021 through on or about
22 July 18, 2022. Plaintiff JOSE OLIVA is a resident of the State of California, and was employed by
23 Defendants in Los Angeles County from on or about April 29, 2014 through on or about September
24 28, 2022.

25 18. Defendants PHENIX ENTERPRISES, INC., SATELLITE BODY, INC., and SAFE
26 VEHICLE SYSTEMS, INC. were active California Corporations at all times during the claims of
27 Plaintiffs and the putative class and were doing business in California.

19. Plaintiffs are 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 25, but they are informed and believe and thereon allege 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. Plaintiffs will amend this Consolidated Complaint to allege their true names and capacities when ascertained.

20. Plaintiffs are informed and believe and thereon allege 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

21. At all times relevant here and as set forth in the following paragraphs of this Consolidated Complaint, Defendants employed more than 100 people; and Plaintiffs and each member of the putative class was employed by Defendants, and each of them, in the State of California.

22. The employees of Defendants 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.

23. Defendants failed to pay employees wages owed for all hours worked, including overtime hours as applicable, and failed to factor non-discretionary bonus payments into employees' regular rate of compensation.

24. Defendants failed to pay Plaintiffs and the members of their putative class upon separation the wages earned and unpaid at the time of discharge, including accrued and vested vacation pay or “PTO.”

25. Defendants failed to provide Plaintiffs and the putative members of their 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. These statements also did not correctly identify the employer.

26. Defendants failed to fully reimburse Plaintiffs and putative members of their class for all their business-related expenditures. In violation of the Labor Code, Plaintiffs and putative members of their class did not receive indemnification for all business-related expenditures including for uniform maintenance and tools.

27. Plaintiffs assert claims for relief on behalf of themselves and other similarly situated persons as a class action pursuant to Code of Civil Procedure § 382. Plaintiffs and all members of their putative class are described below with specificity and fall in several categories of subclasses whose rights have been violated under the law. Defendants have made no effort as of the filing of this Consolidated Complaint to correct or remedy the violations of law specified here.

V.

CLASS ACTION ALLEGATIONS

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

“Morales Class” – All of Defendants’ current and former non-exempt employees who worked for Defendants in California, during the four years before March 24, 2023 through the time of class certification.

1 “Oliva Class” - All of Defendants’ current and former non-exempt
2 employees who worked for Defendants in California, during the four
3 years before April 28, 2023 through the time of class certification.

4 29. Plaintiffs seek to certify the following subclasses of employees:

- 5 a) “Meal Period Subclass” – All members of the Morales Class and/or Oliva
6 Class who worked each period exceeding five (5) hours without an
7 uninterrupted, off duty, thirty (30) minute meal period and/or periods in
8 excess of ten (10) hours without a second uninterrupted, off duty, thirty (30)
9 minute meal periods; and were not provided compensation of one hour’s pay
10 at the employee’s regular rate of compensation for each day that a meal period
11 was not provided.
- 12 b) “Rest Period Subclass” – All members of the Morales Class and/or Oliva
13 Class who worked periods of four (4) hours or major fraction thereof without
14 a duty free rest period of at least 10-minutes and who were not compensated
15 one hour’s pay at the employee’s regular rate of compensation for each day
16 that a rest period was not permitted.
- 17 c) “Unpaid Wage Subclass” – All members of the Morales Class and/or Oliva
18 Class who were not paid their minimum/actual wages, including any time that
19 was unlawfully rounded by Defendants or otherwise considered as off-the-
20 clock, as well as overtime wages for hours worked in excess of eight hours
21 per day at the one and a half rate (of an employee’s regular rate of
22 compensation) or at a double time rate (of an employee’s regular rate of
23 compensation) as applicable.
- 24 d) “Waiting Time Subclass” – All members of te Morales Class and/or Oliva
25 Class to whom Defendants failed to pay all wages due to them upon
26 termination or resignation under Labor Code §§ 201-203.
- 27 e) “Vacation Pay Subclass” – All members of the Morales Class and/or the
28 Oliva Class to whom Defendants failed to pay all vacation wages owed,

1 vested or agreed to upon termination or resignation as required by Labor
2 Code §227.3.

3 f) “Wage Statement Subclass” – All members of the Morales Class and/or Oliva
4 Class to whom Defendants improperly failed to provide accurate itemized
5 wage statements under Labor Code §§ 226.

6 g) “Expense Reimbursement Subclass” – All members of the Morales Class
7 and/or Oliva Class to whom Defendants failed to fully reimburse employee
8 business expenses as required by Labor Code §2802.

9 h) “UCL Subclass” – All members of the Meal Period, Rest Period, Unpaid
10 Wage, Waiting Time, Vacation Pay, Wage Statement, and Expense
11 Reimbursement Subclasses who were subject to unlawful, illegal, unfair
12 and/or deceptive business acts and practices by Defendants and are entitled
13 to disgorgement and restitution of unpaid wages.

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

16 a) Numerosity - The potential members of the Class and Subclasses as defined
17 here are so numerous that the individual joinder of all of them as named
18 plaintiffs is impracticable. The number of members of the Class and
19 Subclasses is unknown to Plaintiffs. It is however estimated that the members
20 are more than 100 individuals, and their identities may readily be ascertained
21 from Defendants’ records.

22 b) Typicality – The claims of Plaintiffs are typical of the claims of all members
23 of the Class and Subclasses, who sustained similar damages arising out of
24 Defendants’ common course of conduct in violation of law as alleged.

25 c) Ascertainable Class – The proposed Class and Subclasses are ascertainable
26 as the members can readily be identified and located based on Defendants’
27 payroll and personnel records.

- 1 d) Adequacy – Plaintiffs are adequate representatives of the Class and
2 Subclasses: Plaintiffs will fairly protect the interests of the members, they
3 have no interest adverse to the members, and they will vigorously pursue this
4 lawsuit on behalf of all the members of the Class and Subclasses. Plaintiffs’
5 attorneys are competent, skilled and experienced in litigating large
6 employment law class actions.
- 7 e) Superiority - Class action treatment will allow a large number of similarly
8 situated persons to prosecute their common claims in a single forum
9 simultaneously, efficiently, and without the unnecessary duplication of effort
10 and expense that numerous individual actions would require. Further, the
11 monetary amounts due to many individual members of the Class and
12 Subclasses are likely to be relatively small, and the burden and expense of
13 individual litigation would make it difficult or impossible for the members to
14 seek and obtain relief. A class action will serve an important public interest
15 by permitting employees harmed by Defendants’ unlawful practices to
16 effectively pursue recovery of the sums owed to them.
- 17 f) Common Questions of Law and Fact – There are common questions of law
18 and fact as to the members of the Class and Subclasses which are superior to
19 questions affecting only individual members of the Class and Subclasses. The
20 common questions of law and fact may be summarized as follows and if
21 necessary will be refined with the progress of formal discovery in the case:
- 22 g) Whether Defendants failed to provide members of Plaintiff Class who ceased
23 employment with Defendants all wages owed at the time of the cessation of
24 the employee-employer relationship?
- 25 h) Whether Defendants violated California law and applicable Wage Orders by
26 failing to provide Plaintiff Class members with paid ten-minute (10) rest
27 periods for each four hours worked?
- 28

- 1 i) Whether the remedy for an employer's failure to provide rest breaks as
2 required by law is a premium wage for hardship of missing a lawful rest
3 break?
- 4 j) Whether Defendants violated California law and applicable Wage Orders by
5 failing to provide Plaintiff Class members with thirty minute (30) meal period
6 for more than five hours of work?
- 7 k) Whether Defendants violated California law and applicable Wage Orders by
8 failing to provide members of Plaintiff Class with a second meal period?
- 9 l) Whether the remedy for an employer's failure to provide meal period as
10 required by law is a premium wage for hardship of missing a lawful meal
11 period?
- 12 m) Whether Defendants violated California law, including the applicable wage
13 orders by failing to properly compensate Plaintiff Class members for all hours
14 worked, including overtime hours as applicable?
- 15 n) Whether Plaintiff Class is entitled to waiting time penalties under Labor Code
16 § 203?
- 17 o) Whether Defendants violated Labor Code §227.3 by their failure to provide
18 Plaintiff Class with all vacation wages or PTO owed, vested or agreed to upon
19 termination or separation?
- 20 p) Whether Defendants violated California law by their failure to provide
21 Plaintiff Class with accurate and itemized wage statements?
- 22 q) Whether Defendants have violated Labor Code §2802 by failing to reimburse
23 Plaintiffs and the Plaintiff Class for all business expenses incurred by them
24 in direct consequence of the discharge of their duties?
- 25 r) Whether Defendants violated Business and Professions Code §§ 17200 et.
26 seq., Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 227.3, 510, 512,
27 1194, 1194.2, 2800, 2802, and applicable Wage Orders which constitute
28 violations of the public policy?

1 s) Whether Plaintiff Class is entitled to an equitable relief in accordance with
2 Business and Professions Code §§ 17200 et. seq.

3 t) Whether Defendants' affirmative defenses, if any, raise common issues of
4 law and fact as to Plaintiff Class as a whole and/or Subclasses in particular?

5 **VI.**

6 **FIRST CAUSE OF ACTION**

7 **FAILURE TO PROVIDE MEAL PERIOD OR**

8 **COMPENSATION IN LIEU THEREOF**

9 **(Labor Code §§ 226.7, 512)**

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

11
12 31. Plaintiffs incorporate paragraphs 1 through 30 of this Consolidated Complaint as if
13 fully alleged herein.

14 32. By their failure to provide thirty minute (30) uninterrupted meal period as well as
15 second meal period, if applicable, to Plaintiffs and members of Meal Period Subclass, Defendants
16 willfully violated the provisions of Labor Code §§ 226.7, 512 and applicable IWC Wage Orders.

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

20 **VII.**

21 **SECOND CAUSE OF ACTION**

22 **FAILURE TO PROVIDE REST PERIODS OR**

23 **COMPENSATION IN LIEU THEREOF**

24 **(Labor Code § 226.7)**

25 **(By Plaintiffs and Rest Period Subclass against Defendants)**

26 34. Plaintiffs incorporate paragraphs 1 through 30 of this Consolidated Complaint as if
27 fully alleged herein.

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

36. As a result of Defendants' unlawful conduct, Plaintiffs 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 Plaintiffs and the Unpaid Wage Subclass against Defendants)

37. Plaintiffs incorporate paragraphs 1 through 30 of this Consolidated Complaint as if fully alleged herein.

38. At all relevant times, Plaintiffs and the other members of the Unpaid Wage Class were employees of Defendants 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.

39. Defendants have violated California law and the specified provisions of the Labor Code and applicable Wage Orders by their failure to pay all wages due in accordance, including minimum wages, wrongfully classified off-the-clock wages and overtime pay. Notably, any wages that were paid were not effectively paid within seven (7) days of the close of any applicable payroll period. As a result of Defendants' unlawful conduct, Plaintiffs 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.

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1 IX.

2 **FOURTH CAUSE OF ACTION**

3 **FAILURE TO PAY WAGES DUE AT TERMINATION**

4 **(Labor Code §§ 201, 202, 203)**

5 **(By Plaintiffs and Waiting Time Subclass against Defendants)**

6
7 40. Plaintiffs incorporate paragraphs 1 through 30 of this Consolidated Complaint as if
8 fully alleged herein.

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

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

17 X.

18 **FIFTH CAUSE OF ACTION**

19 **FAILURE TO PAY VACATION WAGES DUE AT TERMINATION**

20 **(Labor Code §227.3)**

21 **(By Plaintiffs and Vacation Pay Subclass against Defendants)**

22 43. Plaintiffs incorporate paragraphs 1 through 30 of this Consolidated Complaint as if
23 fully alleged herein.

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

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

3 45. As a result of Defendants' unlawful conduct, Plaintiffs and other members of the
4 Subclass have suffered damages as articulated in the Prayer for Relief, set forth below, and fully
5 incorporated here as applicable.

6 **XI.**

7 **SIXTH CAUSE OF ACTION**

8 **FAILURE TO PROVIDE ITEMIZED WAGE STATEMENTS**

9 **(Labor Code §226)**

10 **(By Plaintiffs and Wage Statement Subclass against Defendants)**

11 46. Plaintiffs incorporate paragraphs 1 through 30 of this Consolidated Complaint as if
12 fully alleged herein.

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

16 48. As a result of Defendants' unlawful conduct, Plaintiffs and other members of the
17 Subclass have suffered damages as articulated in the Prayer for Relief, set forth below, and fully
18 incorporated here as applicable.

19 **XII.**

20 **SEVENTH CAUSE OF ACTION**

21 **FAILURE TO REIMBURSE ALL BUSINESS EXPENSES**

22 **(Labor Code §§2800, 2802)**

23 **(By Plaintiffs and Expense Reimbursement Subclass against Defendants)**

24 49. Plaintiffs incorporate paragraphs 1 through 30 of this Consolidated Complaint as if fully
25 alleged herein.

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

28 51. Labor Code § 2802 provides, in pertinent part, "[a]n employer shall indemnify his or

1 his employee for all necessary expenditures or losses incurred by the employee in direct
2 consequence of the discharge of his or his duties...”

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

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

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

15 **XIII.**

16 **EIGHTH CAUSE OF ACTION**

17 **VIOLATION OF UNFAIR BUSINESS PRACTICES ACT**

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

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

20 55. Plaintiffs incorporate paragraphs 1 through 54 of this Consolidated Complaint as if
21 fully alleged herein.

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

26 57. As a result, Plaintiffs and other members of Plaintiff Class and Subclasses have
27 suffered injury in fact and lost money or property. Plaintiffs and said members have been deprived
28 of their rights as set forth in this Consolidated Complaint, including, but not limited to, payment of

minimum and/or actual wages for all hours worked.

58. Pursuant to Business and Professions Code § 17203, Plaintiffs and other members of Plaintiff Class and Subclasses are entitled to restitution of all wages owed to them under the Labor Code, and interest thereon, in which they had a property interest, which Defendants failed to pay to them but withheld and retained for themselves. Restitution of the money owed to Plaintiffs, Plaintiff Class and Subclasses is necessary to prevent Defendants from becoming unjustly enriched by their failure to comply with the Labor Code provisions.

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

60. Plaintiffs request the court to issue a preliminary and permanent injunction prohibiting Defendants from committing the Labor Code and applicable Wage Order violations set forth in this Consolidated Complaint, and Plaintiffs and the members of Plaintiff Class and Subclasses have suffered further damages as articulated in the Prayer for Relief, set forth below, also incorporated here fully as applicable.

XIV.

NINTH CAUSE OF ACTION

VIOLATION OF CALIFORNIA'S PRIVATE ATTORNEY GENERAL ACT

(LABOR CODE § 2699 *et seq.*)

(By Plaintiffs and Aggrieved Employees Against Each Defendant)

61. Plaintiffs incorporate paragraphs 1 through 60 of this Consolidated Complaint as if fully alleged herein.

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

63. As set forth above, Defendant violated the California Labor Code by consistently failing to employ Plaintiffs and other similarly situated employees in compliance with California law.

64. Plaintiffs provided written notice by certified mail to Defendants on March 27, 2023, and on April 26, 2023, and electronic notice thereafter to the State Labor & Workforce Development Agency (“LWDA”), of the legal claims and theories of this case. To date, and after 65 days from the date of mailing of notices, the LWDA has not notified Plaintiffs that the LWDA intends to exercise jurisdiction over the claim for civil penalties under the PAGA. Accordingly, Plaintiffs exhausted administrative remedies as required by Labor Code § 2699.3. Plaintiffs’ PAGA claim was assigned case number LWDA-CM-944716-23 and case number LWDA-CM-951101-23 by the LWDA. Appended hereto are copies of the notices communicated by Plaintiffs.

65. Under the PAGA, Plaintiffs and all other aggrieved employees are entitled to recover the maximum civil penalties permitted by law from Defendant for the violations of Labor Code alleged in this Consolidated Complaint and the notices communicated by Plaintiffs.

66. Plaintiffs and all other aggrieved employees are also entitled to recover their attorneys' fees and costs under Labor Code § 2699.

XV.

PRAYER FOR RELIEF

WHEREFORE, on behalf of themselves and all others similarly situated, Plaintiffs pray for relief and judgment against Defendants as follows:

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

B. An order appointing Plaintiffs as Class representatives;

C. An order appointing Plaintiffs' counsel as Class counsel;

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

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

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

G. Liquidated damages under Labor Code § 1194.2;

- 1 H. Statutory penalties under Labor Code § 210;
2 I. Statutory penalties under Labor Code § 226(e);
3 J. Damages for unpaid penalty wages under Labor Code § 203;
4 K. Reimbursement of business expenses under Labor Code § 2802;
5 L. Damages for unpaid vacation wages at the time of discharge under Labor Code §
6 227.3;
7 M. Reasonable attorney’s fees and costs pursuant to statute, including, but not limited to
8 Labor Code § 218.5 and Code of Civ. Proc. § 1021.5;
9 N. Enjoinment of Defendants from further acts of unfair competition and continuous
10 violations of the Labor Code and applicable Wage Orders;
11 O. Civil penalties under Labor Code Section 2699 (75% payable to the LWDA and 25%
12 payable to aggrieved employees); and
13 P. For such other relief that the Court may deem just and proper, including prejudgment
14 interest and costs.

15 DATED: June 12, 2024

MOORADIAN LAW, APC
BOKHOUR LAW GROUP, P.C.
FALAKASSA LAW, P.C.

18 By: /s/ Haik Hacopian
19 Zorik Mooradian,
20 Haik Hacopian,
21 Mehrdad Bokhour,
22 Joshua Falakassa
23 Attorneys for Plaintiffs and the putative class
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DEMAND FOR A JURY TRIAL

Plaintiffs EDUARDO MORALES and JOSE OLIVA hereby demand a jury trial in the above case.

DATED: June 12, 2024

**MOORADIAN LAW, APC
BOKHOUR LAW GROUP, P.C.
FALAKASSA LAW, P.C.**

By: /s/ Haik Hacopian
Zorik Mooradian,
Haik Hacopian,
Mehrdad Bokhour,
Joshua Falakassa
Attorneys for Plaintiffs and the putative class

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the County of Los Angeles, State of California. I am over the age of
4 eighteen years and not a party to the within action; my business address is 1901 Avenue of the Stars,
Suite 450, Los Angeles, California 90067.

5 On June 14, 2024, I served the following document(s) described as **CONSOLIDATED**
6 **COMPLAINT – CLASS AND REPRESENTATIVE ACTION, JURY TRIAL DEMANDED**
7 on the interested parties in this action by placing true copies thereof enclosed in sealed envelopes
addressed as follows:

8 Andrew C. Crane, Esq.
acrane@fisherphillips.com
9 Andrew S. Wellman, Esq.
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10 Fawn Bekam
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Calabasas, CA 91302

**Attorneys for: Plaintiff EDUARDO
MORALES**

13 **Counsel for Defendants Phenix Enterprises, Inc.,**
14 **Safe Vehicle Systems, Inc., OnePayHR, LLC, and**
15 **Satellite Body, Inc.**

16 **BY ELECTRONIC SERVICE (via electronic filing service provider):** I caused the
document(s) to be electronically transmitted to Case Anywhere, an electronic filing service provider,
17 at www.caseanywhere.com pursuant to the Court's Order Authorizing Electronic Service governing
the matter entitled *Eduardo Morales v. Phenix Enterprises, Inc., et al.*, Case No. 23STCV06594,
18 mandating electronic service. The transmission was reported as complete and without error to the
addressees as stated on the above service list.

19
20 I declare under penalty of perjury under the laws of the State of California that the foregoing
is true and correct.

21 Executed on June 14, 2024, at Los Angeles, California.
22

23 /s/ Cynthia Garcia
24 Cynthia Garcia
25
26
27
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