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11 other persons similarly situated and similarly aggrieved
12 employees

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

15 LUIS COTO ALFARO, individually and on
16 behalf of other persons similarly situated and
17 similarly aggrieved employees,

18 Plaintiffs,

19 v.

20 ALVAND TRANSPORTATION CORP., an
21 active California Corporation; and DOES 1
22 through 25,

23 Defendants.

FILED
Superior Court of California
County of Los Angeles
05/24/2024

David W. Slayton, Executive Officer / Clerk of Court
By: R. Lozano Deputy

Case No.: 24STCV01452

Assigned to: Hon. Elaine Lu
Department: SS-9
Complaint Filed: January 18, 2024

**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 Timely Pay Wages at Termination/Separation;
5. Failure to Provide Accurate Wage Statements;
6. Failure to Reimburse Business Expenses;
7. Violation of Unfair Business

Practices Act – Bus. & Prof. Code
§§ 17200, *et seq.*; and
8. Penalties Pursuant to Private
Attorneys General Act (“PAGA”)

Plaintiff LUIS COTO ALFARO (“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 ALVAND TRANSPORTATION CORP. (referred to hereafter as “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 provide accurate and compliant wage statements, to pay all wages owed to terminated or separated employees in a timely manner, 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 passenger and freight transportation services. Plaintiff was hired on or about May 2, 2023 and was terminated on or about June 25, 2023. At all times during said employment, Plaintiff had a non-exempt classification. Plaintiff was employed by Defendant from its facility located at 11057 Penrose Street, Sun Valley, California 91352.
4. At the time of his separation, Plaintiff was not paid all his wages, including non-discretionary bonuses to which he was entitled to.

- 1 5. Plaintiff was also deprived of lawful meal and rest periods, not paid all wages
2 he was entitled to, and failed to receive accurate and compliant itemized wage
3 statements.
- 4 6. Defendant had a consistent policy of not paying wages, including overtime and
5 double time wages to the extent applicable, for all hours worked inclusive of
6 rounding and work off-the-clock. This includes the failure to properly factor
7 any piece-rate pay into the payment of wages and failure to compensate for rest
8 and recovery periods and other non-productive time separately from any piece-
9 rate compensation.
- 10 7. Defendant had a consistent policy of requiring its employees, including
11 Plaintiff, to work through meal periods or work without a meal period for at
12 least five (5) hours of a shift and failing to pay such employees one (1) hour of
13 pay at the employees' regular rate of compensation for each workday that the
14 meal period was not provided or as required by California state wage and hour
15 laws.
- 16 8. Defendant had a consistent policy of failing to allow its employees, including
17 Plaintiff, rest periods for at least ten (10) minutes per four (4) hours, or a major
18 fraction worked, and failing to pay such employees one (1) hour of pay at their
19 regular rate of compensation for each workday that the rest period was not
20 provided, or other compensation, as required by California state and wage and
21 hour laws.
- 22 9. Defendant knowingly provided inaccurate wage statements to its
23 employees, including Plaintiff, that did not correctly include the correct wages,
24 including compensation for meal periods not provided and rest period not
25 authorized or permitted as required by California state wage and hour laws.
- 26 10. Defendant had a consistent policy of failing to pay its employees, including
27 Plaintiff, all wages including accrued and vested vacation pay, due at the
28 termination or separation, in violation of California state wage and hour laws.

- 1 11. Defendant had a consistent policy of failing to reimburse its employees,
2 including Plaintiff, for all business expenses incurred in the discharge of their
3 duties including for the use of personal cell phones.
- 4 12. Plaintiff, on behalf of himself and all Class Members, brings this action
5 pursuant to Lab. Code §§ 201, 202, 203, 204, 210, 226, 226.2, 226.7, 510, 512, 1194,
6 1194.2, 2800, and 2802 seeking unpaid wages, expense reimbursement,
7 penalties, equitable relief, and reasonable attorneys' fees and costs.
- 8 13. Plaintiff, on behalf of himself and the putative class members, also brings
9 this action pursuant to Bus. & Prof. Code §§ 17200, *et seq.*, seeking injunctive
10 relief, restitution, and disgorgement of all benefits obtained by Defendant as a
11 result of Labor Code and applicable Wage Order violations.
- 12 14. Plaintiff, on behalf of the State of California, himself, and other similarly
13 aggrieved employees, also brings this action pursuant to California Private
14 Attorney General Act ("PAGA"), Cal. Lab. Code §2698, *et seq.* seeking unpaid
15 wages and other compensation, penalties, and reasonable attorneys' fees and
16 costs.

17 **II.**

18 **JURISDICTION AND VENUE**

- 19 15. Venue as to as to each Defendant is proper in this judicial district, pursuant to
20 Code of Civil Procedure § 395. The County of Los Angeles is the proper venue,
21 because work for Defendant was performed by Plaintiff and other class
22 members in the County of Los Angeles and the legal obligations owed by
23 Defendant to Plaintiff and other class members were breached in the County of
24 Los Angeles.
- 25 16. The California Superior Court has jurisdiction in this matter, because Plaintiff is
26 a resident of California, Defendant is qualified to do business in California and
27 regularly conduct business in California.

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III.

THE PARTIES

17. Plaintiff LUIS COTO ALFARO is a resident of the State of California, and was employed by Defendant in Los Angeles County from on or about May 2, 2023 through on or about June 25, 2023.

18. Defendant ALVAND TRANSPORTATION CORP., was an active California Corporation at all times during the claims of Plaintiff and the putative class and was doing business in California.

19. 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 25, 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 First Amended Complaint to allege their true names and capacities when ascertained.

20. 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.

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IV.

GENERAL ALLEGATIONS

21. 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.

22. The employees of Defendant have not been provided: uninterrupted thirty-minute meal periods for work periods of more than five (5) hours per day;

1 second uninterrupted thirty-minute meal periods for work periods of more
2 than ten (10) hours per day; and have not been permitted to take ten-minute
3 (10) rest periods for work periods of four (4) hours or major fractions, pursuant
4 to the Labor Code, and applicable IWC Wage Orders.

5 23. Defendant failed to pay employees wages owed for all hours worked, including
6 overtime hours as applicable. This includes the failure to properly pay piece-
7 rate compensation and factor any piece-rate pay into the payment of wages and
8 failure to compensate for rest and recovery periods and other non-productive
9 time separately from any piece-rate compensation. As well, Defendant failed to
10 properly calculate and pay wages in accordance with employees' regular rate of
11 compensation.

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

14 25. Defendant failed to provide Plaintiff and the putative members of his class, at
15 the time of each payment of wages, an accurate itemized statement in writing,
16 showing the gross wages/compensation earned and/or paid, including wages
17 for rest and recovery periods and other nonproductive time, non-discretionary
18 bonuses, premium wages owed for failing to provide meal and/or rest periods
19 at the proper intervals.

20 26. Defendant failed to fully reimburse Plaintiff and putative members of his class
21 for all their business-related expenditures. In violation of the Labor Code,
22 Plaintiff and putative members of his class did not receive indemnification for
23 all business-related expenditures including for the use of personal cell phones.

24 27. Plaintiff asserts claims for relief on behalf of himself and other similarly
25 situated persons as a class action pursuant to Code of Civil Procedure § 382.
26 Plaintiff and all members of his putative class are described below with
27 specificity and fall in several categories of subclasses whose rights have been
28 violated under the law. Defendant has made no effort as of the filing of this

1 First Amended Complaint to correct or remedy the violations of law specified
2 here.

3 V.

4 **CLASS ACTION ALLEGATIONS**

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

15 "Plaintiff Class" – All of Defendant" current and former non-exempt
16 employees who worked for Defendant in California, during the four
17 years before the filing of the Complaint through the time of class
18 certification.

19 29. Plaintiff seeks to certify the following subclasses of employees:

- 20 a) "Meal Period Subclass" – All members of Plaintiff Class who worked
21 each period exceeding five (5) hours without an uninterrupted, off
22 duty, thirty (30) minute meal period and/or periods in excess of ten (10)
23 hours without a second uninterrupted, off duty, thirty (30) minute
24 meal periods; and were not provided compensation of one hour's pay
25 at the employee's regular rate of compensation for each day that a meal
26 period was not provided.
- 27 b) "Rest Period Subclass" – All members of Plaintiff Class who worked
28 periods of four (4) hours or major fraction thereof without a duty free

1 rest period of at least 10-minutes and who were not compensated one
2 hour's pay at the employee's regular rate of compensation for each day
3 that a rest period was not permitted.

- 4 c) "Unpaid Wage Subclass" – All members of Plaintiff Class who were
5 not paid their minimum/actual wages, including any time that was
6 unlawfully rounded by Defendant or otherwise considered as off-the-
7 clock, as well as overtime wages for hours worked in excess of eight
8 hours per day at the one and a half rate (of an employee's regular rate
9 of compensation) or at a double time rate (of an employee's regular
10 rate of compensation) as applicable, as well as wages that were not
11 paid for rest periods, recovery periods, and other nonproductive time
12 under Labor Code § 226.2.
- 13 d) "Waiting Time Subclass" – All members of Plaintiff Class to whom
14 Defendant failed to pay all wages due to them upon termination or
15 resignation under Labor Code §§ 201-203.
- 16 e) "Vacation Pay Subclass" – All members of Plaintiff Class to whom
17 Defendant failed to pay all vacation wages owed, vested or agreed to
18 upon termination or resignation as required by Labor Code §227.3.
- 19 f) "Wage Statement Subclass" – All members of Plaintiff Class to whom
20 Defendant improperly failed to provide accurate itemized wage
21 statements under Labor Code §§ 226.
- 22 g) "Expense Reimbursement Subclass" – All members of Plaintiff Class to
23 whom Defendant failed to fully reimburse employee business expenses
24 as required by Labor Code §2802.
- 25 h) "UCL Subclass" – All members of the Meal Period, Rest Period,
26 Unpaid Wage, Waiting Time, Vacation Pay, Wage Statement, and
27 Expense Reimbursement Subclasses who were subject to unlawful,
28 illegal, unfair and/or deceptive business acts and practices by

Defendant and are entitled to disgorgement and restitution of unpaid wages.

30. 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 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, he has no interest adverse to the members, and he 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

1 members of the Class and Subclasses are likely to be relatively small, and
2 the burden and expense of individual litigation would make it difficult
3 or impossible for the members to seek and obtain relief. A class action
4 will serve an important public interest by permitting employees harmed
5 by Defendant's unlawful practices to effectively pursue recovery of the
6 sums owed to them.

- 7 f) Common Questions of Law and Fact – There are common questions of
8 law and fact as to the members of the Class and Subclasses which are
9 superior to questions affecting only individual members of the Class and
10 Subclasses. The common questions of law and fact may be summarized
11 as follows and if necessary will be refined with the progress of formal
12 discovery in the case:
- 13 g) Whether Defendant failed to provide members of Plaintiff Class who
14 ceased employment with Defendant all wages owed at the time of the
15 cessation of the employee-employer relationship?
- 16 h) Whether Defendant violated California law and applicable Wage Orders
17 by failing to provide Plaintiff Class members with paid ten-minute (10)
18 rest periods for each four hours worked?
- 19 i) Whether the remedy for an employer's failure to provide rest breaks as
20 required by law is a premium wage for hardship of missing a lawful rest
21 break?
- 22 j) Whether Defendant violated California law and applicable Wage Orders
23 by failing to provide Plaintiff Class members with thirty minute (30)
24 meal period for more than five hours of work?
- 25 k) Whether Defendant violated California law and applicable Wage Orders
26 by failing to provide members of Plaintiff Class with a second meal
27 period?
28

- 1 l) Whether the remedy for an employer's failure to provide meal period as
2 required by law is a premium wage for hardship of missing a lawful
3 meal period?
- 4 m) Whether Defendant violated California law, including the applicable
5 wage orders by failing to properly compensate Plaintiff Class members
6 for all hours worked, including overtime hours as applicable?
- 7 n) Whether Plaintiff Class is entitled to waiting time penalties under Labor
8 Code § 203?
- 9 o) Whether Defendant violated Labor Code §226.2 by its failure to
10 compensate Plaintiff Class for rest and recovery periods and other
11 nonproductive time separately from any piece-rate compensation?
- 12 p) Whether Defendant violated California law by its failure to provide
13 Plaintiff Class with accurate and itemized wage statements?
- 14 q) Whether Defendant has violated Labor Code §2802 by failing to
15 reimburse Plaintiff and the Plaintiff Class for all business expenses
16 incurred by them in direct consequence of the discharge of their duties?
- 17 r) Whether Defendant violated Business and Professions Code §§ 17200 et.
18 seq., Labor Code §§ 201, 202, 203, 204, 210, 226, 226.2, 226.7, 510, 512,
19 1194, 1194.2, 2800, 2802, and applicable Wage Orders which constitute
20 violations of the public policy?
- 21 s) Whether Plaintiff Class is entitled to an equitable relief in accordance
22 with Business and Professions Code §§ 17200 et. seq.
- 23 t) Whether Defendant's affirmative defenses, if any, raise common issues
24 of law and fact as to Plaintiff Class as a whole and/or Subclasses in
25 particular?

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VI.

FIRST CAUSE OF ACTION
FAILURE TO PROVIDE MEAL PERIOD OR
COMPENSATION IN LIEU THEREOF

(Labor Code §§ 226.7, 512)

(By Plaintiff and Meal Period Subclass against Defendant)

31. Plaintiff incorporates paragraphs 1 through 30 of this First Amended Complaint as if fully alleged herein.
32. By its failure to provide thirty minute (30) uninterrupted meal period as well as second meal period, if applicable, to Plaintiff and members of Meal Period Subclass, Defendant willfully violated the provisions of Labor Code §§ 226.7, 512 and applicable IWC Wage Orders.
33. 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.

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)

34. Plaintiff incorporates paragraphs 1 through 30 of this First Amended Complaint as if fully alleged herein.
35. 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.
36. 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.

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VIII.

THIRD CAUSE OF ACTION

FAILURE TO PAY WAGES

(Labor Code §§ 204, 210, 226.2, 510, 1194, 1194.2)

(By Plaintiff and the Unpaid Wage Subclass against Defendant)

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

38. At all relevant times, Plaintiff and the other members of the Unpaid Wage Class were employees of Defendant covered by Labor Code §§ 204, 210, 226.2, 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. 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 wages and overtime pay, non-discretionary bonuses, and failure to properly calculate and pay for rest and recovery periods and other nonproductive time separately from any piece-rate compensation. 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 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.

IX.

FOURTH CAUSE OF ACTION

FAILURE TO PAY WAGES DUE AT TERMINATION

(Labor Code §§ 201, 202, 203)

(By Plaintiff and Waiting Time Subclass against Defendant)

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

1 41. By its failure to timely pay Plaintiff and Waiting Time Subclass, Defendant
2 willfully violated the provisions of Labor Code §§ 201, 202, 203 and applicable
3 Wage Orders. Sec. 203 of Labor Code provides that if an employer willfully fails
4 to timely pay such wages, the employer must, as penalty, continue to pay the
5 employee's wages until the back wages are paid in full or an action is
6 commenced.

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

10 X.

11 **FIFTH CAUSE OF ACTION**
12 **FAILURE TO PROVIDE ITEMIZED WAGE STATEMENTS**
13 **(Labor Code §226)**
14 **(By Plaintiff and Wage Statement Subclass against Defendant)**

15 43. Plaintiff incorporates paragraphs 1 through 30 of this First Amended Complaint
16 as if fully alleged herein.

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

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

23 XI.

24 **SIXTH CAUSE OF ACTION**
25 **FAILURE TO REIMBURSE ALL BUSINESS EXPENSES**
26 **(Labor Code §§2800, 2802)**
27 **(By Plaintiff and Expense Reimbursement Subclass against Defendant)**

28 46. Plaintiff incorporates paragraphs 1 through 30 of this First Amended Complaint
as if fully alleged herein.

1 47. Labor Code § 2800 provides, in pertinent part, “[a]n employer shall in all cases
2 indemnify his employee for losses caused by the employer’s want of ordinary
3 care.”

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

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

11 50. During the relevant time period, Defendant was required to reimburse Plaintiff
12 and class members for all expenditures or losses caused by the employer’s want
13 of ordinary care and/or incurred in direct consequence of the discharge of their
14 duties, but failed to indemnify and reimburse Plaintiff and class members in
15 violation of Labor Codes §§ 2800 and 2802.

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

22 **XII.**

23 **SEVENTH CAUSE OF ACTION**

24 **VIOLATION OF UNFAIR BUSINESS PRACTICES ACT**

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

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

27 52. Plaintiff incorporates paragraphs 1 through 51 of this First Amended Complaint
28 as if fully alleged herein.

53. The alleged unlawful conduct of Defendant constitutes unfair competition

pursuant to Business and Professions Code §§ 17200 *et seq*, and this cause of 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.

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

55. Pursuant to Business and Professions Code § 17203, Plaintiff 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 Defendant failed to pay to them but withheld and retained for itself. Restitution of the money owed to Plaintiff, Plaintiff Class and Subclasses is necessary to prevent Defendant from becoming unjustly enriched by its failure to comply with the Labor Code provisions.

56. Plaintiff 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.

57. Plaintiff requests the court to issue a preliminary and permanent injunction prohibiting Defendant from committing the Labor Code and applicable Wage Order violations set forth in this First Amended Complaint, and Plaintiff 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.

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XIII.

EIGHTH CAUSE OF ACTION

VIOLATION OF CALIFORNIA'S PRIVATE ATTORNEY GENERAL ACT

(LABOR CODE § 2699 *et seq.*)

(By Plaintiff and Aggrieved Employees Against Defendant)

58. Plaintiff incorporates paragraphs 1 through 57 of this First Amended Complaint as if fully alleged herein.

59. 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.

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

61. Plaintiff provided written notice by certified mail to Defendant on January 18, 2024, and electronic notice 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 notice, the LWDA has not notified Plaintiff that the LWDA intends to exercise jurisdiction over the claim for civil penalties under the PAGA. Accordingly, Plaintiff exhausted administrative remedies as required by Labor Code § 2699.3. Plaintiff's PAGA claim was assigned case number LWDA-CM-1005740-24 by the LWDA. Appended hereto is a copy of the notice communicated by Plaintiff.

62. Under the PAGA, Plaintiff 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 First Amended Complaint and the notice communicated by Plaintiff.

1 63. Plaintiff and all other aggrieved employees are also entitled to recover their
2 attorneys' fees and costs under Labor Code § 2699

3 **XIV.**

4 **PRAYER FOR RELIEF**

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

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

10 B. An order appointing Plaintiff as Class representative;

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

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

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

16 F. Damages for unpaid rest and recovery periods and other nonproductive
17 time under Labor Code § 226.2;

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

19 H. Liquidated damages under Labor Code § 1194.2;

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

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

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

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

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

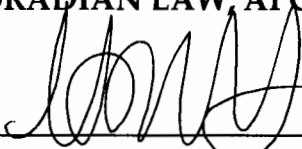
27 O. Enjoinment of Defendant from further acts of unfair competition and
28 continuous violations of the Labor Code and applicable Wage Orders;

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

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

5
6 DATED: May 24, 2024

MOORADIAN LAW, APC

7
8 By: 

9 Zorik Mooradian,

10 Haik Hacopian,

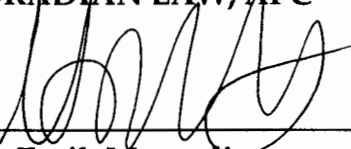
11 Attorneys for Plaintiff and the putative class

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13 **DEMAND FOR A JURY TRIAL**

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15 Plaintiff LUIS COTO ALFARO hereby demands a jury trial in the above case.

16 DATED: May 24, 2024

MOORADIAN LAW, APC

17
18 By: 

19 Zorik Mooradian,

20 Haik Hacopian,

21 Attorneys for Plaintiff and the putative class

MOORADIAN LAW, APC
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HAIK HACOPIAN

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JANUARY 18, 2024

VIA USPS CERTIFIED MAIL

Alvand Transportation Corp.
11057 Penrose Street
Sun Valley, CA 91352
9589 0710 5270 0726 6280 35

VIA ONLINE SUBMISSION

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, CA 95814
www.dir.ca.gov

Re: *California Wage & Hour Violations*
Alvand Transportation Corp.

To Whom It May Concern:

This office represents Luis Coto Alfaro with respect to Private Attorneys General Act (“PAGA”) claims that he intends to pursue against Alvand Transportation Corp. (“Alvand”) based upon its illegal wage and hour practices in the State of California as to its non-exempt employees. This letter constitutes the notice required by Labor Code Section 2699.3.

Facts

Alvand is engaged in the business of passenger and freight transportation services. Mr. Alfaro worked as a non-exempt employee of Alvand. Alvand employs numerous non-exempt employees such as Mr. Alfaro in California. Unfortunately, Alvand has engaged in the following practices:

Failure to Pay Wages and Late Payment of Wages

Alvand failed to pay employees for all hours worked. This includes any time that was considered off-the-clock by Alvand. Additionally, employees entitled to meal breaks also did not receive net 30-minute meal breaks on account of the clocking out and clocking process and other factors. Further, to the extent employees were compensated on a piece-rate basis, Alvand failed to properly calculate and pay this compensation and failed to factor in any piece-rate pay into the payment of wages. Alvand also failed to compensate for rest and recovery periods and other non-productive time separately from any piece-rate compensation. Additionally, Alvand failed to properly factor in non-discretionary bonuses or commissions into employees' regular rate of compensation.

The above practices resulted in the underpayment of wages to employees, including underpayment of overtime and double-time to the extent applicable.

In addition, employees of Alvand were entitled to non-discretionary bonuses, including hiring and sign-on bonuses, but Alvand never made such payments. In Mr. Alfaro's instance, he was promised and entitled to a \$3,000 hiring bonus but was never paid this sum.

Additionally, paydays were not within seven calendar days following the close of applicable payroll periods. For example, the payroll period starting on May 30, 2023 and ending on June 12, 2023 had the pay date designated for June 20, 2023, eight days after.

Meal Breaks

Alvand engages in the practice of not allowing mandated meal breaks and not compensating employees for missed, late, or short meal breaks to the extent any employee is entitled to meal breaks. Employees entitled to meal breaks did not receive premium pay at their regular rate of compensation for missed, late, or short meal period. Notably, meal breaks were not at least a net thirty (30) minutes in duration on account of the clock in and out process and other factors.

Rest Breaks

Alvand engages in the practice of not allowing mandated rest breaks and not compensating employees for any missed, late, or short rest breaks to the extent any employee is entitled to rest breaks. Employees entitled to rest breaks did not receive premium pay at their regular rate of compensation for these missed rest breaks.

Waiting Time

At the time of an employees' separation (whether it be by termination or resignation) Alvand has failed to provide the employees with all monies owed, including meal break premiums, rest break premiums, and unpaid wages for work performed, including overtime and double-time wages to the extent applicable. In Mr. Alfaro's instance, he separated on June 25, 2023 but his final undisputed wages were paid five (5) days after.

Failure to Provide Wage Statements and Noncompliant Wage Statements

Alvand has adopted a custom and practice of failing to regularly provide wage statements to employees. To the extent any wage statements were provided, they would not reflect all hours worked during any applicable pay period, the correct pay rates, whether or not employees received all wages entitled to, including meal and rest break premiums and pay for non-productive work periods.

Failure to Fully Reimburse Employee Expenses

Alvand required the use of personal cell phones for work related communication with employees but never provided compensation or reimbursement for such use by employees.

Additional Penalties

Mr. Alfaro and all other similarly aggrieved employees intend to seek all available civil penalties for the violations described above.

Code Provisions Violated and Legal Theories

The specific provisions of the California Labor Code which Alvand has violated, and applicable legal theories which establish the violations, are as follows:

Labor Code Section 201: Alvand violated, and continues to violate, Labor Code Section 201 by failing to pay the employees it has discharged the complete and correct amount of all wages owing at the time of termination. The wages earned but not paid at termination include uncompensated work time, including overtime and double-time as applicable, and premium wages for missed meal and rest breaks.

Labor Code Section 202: Alvand violated, and continues to violate, Labor Code Section 202 by failing to pay employees who quit the correct amount of all wages, within 72 hours of the termination. As already stated, the wages earned but not paid at termination include the above.

Labor Code Section 203: Alvand violated, and continues to violate, Labor Code Section 203 by failing to pay 30 days of continuing wages to employees owed wages (explained above) whose employment ended.

Labor Code Sections 204 and 210: Alvand violated, and continues to violate, Labor Code Sections 204 and 210 by failing to pay wages to employees for all hours worked as explained above.

Labor Code Section 226 and 226.3: Alvand violated, and continues to violate, Labor Code Sections 226(a) and 226.3 by failing to provide employees with accurate and compliant itemized wage statements.

Labor Code Section 226.2: Alvand violated, and continues to violate, Labor Code Section 226.2 by failing to compensate employees for rest and recovery periods and other nonproductive time separately from any piece-rate compensation.

Labor Code Section 226.7: Alvand violated, and continues to violate, Labor Code Section 226.7 by failing to provide meal periods and/or rest periods that are in accordance and in compliance with the IWC's applicable wage order.

Labor Code Section 510: Alvand violated, and continues to violate, Labor Code Section 510 by failing to pay minimum wage or overtime compensation required by law including failing to calculate overtime and double-time wages in accordance with employees' regular rate of compensation.

Labor Code Section 512: Alvand violated, and continues to violate, Labor Code Section 512 by not providing employees with legally compliant meal periods.

Labor Code Section 1194: Alvand violated, and continues to violate, Labor Code Section 1194 by failing to pay employees minimum wage and overtime compensation required by law.

Labor Code Sections 1197 and 1197.1: Alvand violated, and continues to violate, Labor Code Sections 1197 and 1197.1 by paying employees a wage less than the minimum fixed by an applicable state or local law, including any applicable living wage ordinances.

Labor Code Sections 2800 and 2802: Alvand violated and continues to violate, Labor Code Sections 2800 and 2802 by failing to indemnify employees for all necessary expenditures or losses incurred by employees in direct consequence of the discharge of their duties.

Conclusion

Please inform us if you intend to investigate this matter. We look forward to prompt administrative action so that the identified unlawful practices can be rectified. In the absence of such action, we may file an appropriate action against Alvand, pursuant to Labor Code Section 2698 *et seq.* Mr. Alfaro and all other similarly aggrieved employees intend to seek all penalties for the violations described above. Should you require any additional information, do not hesitate to contact the undersigned.

Very truly yours,

MOORADIAN LAW, APC

/s/ Haik Hacopian

HAIK HACOPIAN

9589 0710 5270 0726 6280 35

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®.	
Sun Valley, CA 91352	
Certified Mail Fee \$4.35	0712 12
Extra Services & Fees (check box, add fee to total postage)	
☐ Return Receipt (hardcopy)	\$0.00
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00
Postage \$0.66	01/18/2024
Total Postage and Fees \$5.01	
Sent To <u>ALVAND TRANSPORTATION CORP.</u>	
Street and Apt. No. or PO Box No. <u>11057 PENROSE STREET</u>	
City, State, ZIP+4® <u>SUN VALLEY, CA 91352</u>	
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	



Haik Hacopian <haik.hacopian@gmail.com>

Thank you for submission of your PAGA Case.

LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
To: "haik.hacopian@gmail.com" <haik.hacopian@gmail.com>

Thu, Jan 18, 2024 at 12:13 PM

1/18/2024

LWDA Case No. LWDA-CM-1005740-24
Law Firm : Mooradian Law, APC
Plaintiff Name : Luis Coto Alfaro
Employer: Alvand Transportation Corp.
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

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On **May 24, 2024**, 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:

Alfred J. Landegger, Esq.
alfred@landeggeresq.com
 Evelyn Zarraga, Esq.
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 Rebecca Gombos, Esq.
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 Corporation
 15760 Ventura Blvd., Suite 1200
 Encino, CA 91436
 t. 818-986-7561
 f. 818-986-5146

Attorneys for Defendant Alvand
 Transportation Corp.

Attorneys for Defendant Alvand
Transportation Corp.

☒ **BY E-MAIL** – Based on a court order or agreement of the parties to accept service by electronic transmission through the CaseAnywhere service, I caused the above document(s) to be sent to the persons(s) at the e-mail addresses listed on the service list above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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

Executed on **May 24, 2024** at Calabasas, California.

/s/Haik Hacopian