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ZENIA DANIELA ANZORA and
TY ALEXANDER

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ZENIA DANIELA ANZORA, an individual;
TY ALEXANDER, an individual;

Plaintiffs,

vs.

ARROWPETROL, INC., a California
Corporation; ONNIK MOORADIAN, an
individual; and DOES 1 TO 50,

Defendants.

CASE NO.: 24STCV27835

[Assigned to Honorable Timothy Patrick
Dillon, Dept. 73]

FIRST AMENDED COMPLAINT FOR:

- 1. UNPAID WAGES AND OVERTIME**
- 2. FAILURE TO PROVIDE MEAL PERIODS**
- 3. FAILURE TO PROVIDE REST PERIODS**
- 4. FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**
- 5. VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**
- 6. VIOLATION OF LABOR CODE PRIVATE ATTORNEYS GENERAL ACT ("PAGA")**

DEMAND FOR TRIAL BY JURY

[UNLIMITED CIVIL JURISDICTION]

Complaint Filed: October 23, 2024
Trial Date: None

FILED
Superior Court of California
County of Los Angeles
02/10/2025
David W. Stryba, Executive Officer / Clerk of Court
By: D. Ortiz Deputy

1 **INTRODUCTION**

2 1. Plaintiffs Zenia Daniela Anzora and Ty Alexander (collectively, "Plaintiffs")
3 bring this action on behalf of themselves for Defendants' failure to pay regular and
4 overtime wages, failure to provide timely meal periods, failure to provide rest periods,
5 failure to pay premium wages for missed/delayed meal and rest periods, and failure to
6 furnish wage statement. As a result of these acts or omissions, Defendants have violated
7 California statutory laws as described below.

8 **PARTIES**

9 2. Plaintiffs are natural persons and are domiciled in California.

10 3. Defendant Arrowpetrol, Inc., a California corporation was at all relevant
11 times doing business in Los Angeles County, California.

12 4. Defendant Onnik Mooradian is a natural person and does business in Los
13 Angeles County, California.

14 5. Plaintiffs are ignorant of the true names and capacities of the defendants
15 sued under the fictitious names of Does 1 through 50. Plaintiffs will amend this Complaint
16 to show their true names and capacities when the same have been ascertained. Plaintiffs
17 are informed and believe that each of the fictitiously named Doe Defendants is legally
18 responsible in some manner for the occurrences alleged and that Plaintiffs' injuries and
19 damages, as alleged, were proximately caused by these Doe Defendants' actions.

20 6. Arrowpetrol, Inc., Onnik Mooradian and Doe Defendants 1 through 50,
21 inclusive, are referred to herein collectively as "Defendants". Plaintiffs are informed and
22 believe and thereon allege that at all times pertinent hereto, each Defendant was the agent
23 and employee of each of its co-Defendants, and in doing the things described herein, was
24 acting within the course and scope of his/her authority as such agent and employee, and
25 each Defendant ratified and approved the acts of his/her agents and employees.
26 Defendants acted as Plaintiffs' "employer" and are responsible for any and all damages
27 claimed by Plaintiffs in this action under Labor Code section 558.1.

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1 **PAGA ALLEGATIONS**

2 7. On or around the date of the filing of this Complaint, Plaintiffs filed a claim
3 with the California Labor and Workforce Development Agency (hereafter, "LWDA") and
4 provided a copy by certified mail to Defendant. The LWDA has 60 calendar days to
5 respond and, if it does not do so, Plaintiff will have exhausted Plaintiff's administrative
6 remedies and, pursuant to Labor Code section 2699.2, will be permitted to pursue
7 Plaintiff's PAGA claims in this court. The period for the LWDA to respond to the has not
8 expired. If the LWDA does not respond within the applicable statutory period, Plaintiffs will
9 amend this Complaint to add a cause of action under PAGA.

10 **FACTUAL ALLEGATIONS**

11 8. Plaintiffs are current employees of Defendants and are compensated on an
12 hourly basis.

13 9. Plaintiffs regularly work shifts exceeding 8 hours per day without receiving
14 required meal and/or rest breaks.

15 10. Defendants maintain an unlawful overtime policy under which employees
16 are paid overtime premiums only for hours worked beyond 40 hours per week, but not for
17 hours exceeding 8 per day.

18 11. Plaintiffs are informed and believe that Defendants knew or should have
19 known that the Labor Code and applicable IWC Wage Orders require them to compensate
20 Plaintiffs and other aggrieved employees for all hours worked, including proper overtime
21 wages and at least the minimum wage. However, Defendants failed to pay Plaintiffs
22 overtime and minimum wages for all hours worked.

23 12. Plaintiffs are informed and believe that Defendants knew or should have
24 known that Plaintiffs and other aggrieved employees were entitled to all required meal
25 periods, or one additional hour of pay at their regular rate for each day a timely,
26 uninterrupted 30-minute meal period was not provided. Nevertheless, Defendants failed
27 to provide Plaintiffs with all required meal periods or the additional hour of pay when these
28 meal periods were not provided.

1 13. Plaintiffs are informed and believe that Defendants knew or should have
2 known that Plaintiffs and other aggrieved employees were entitled to all required rest
3 breaks, or one additional hour of pay at their regular rate when a rest break was missed.
4 Defendants did not provide Plaintiffs with paid rest breaks or the additional hour of pay
5 when these rest breaks were not provided.

6 **NOTICE OF DAMAGES**

7 14. For notice purposes, and should Defendants fail to respond to this
8 Complaint, Plaintiffs will seek a default judgment against Defendants, and each of them,
9 in an amount up to \$250,000 for compensatory damages, an equivalent amount in
10 liquidated damages and \$500,000 in civil penalties in accordance with proof at the time of
11 the default hearing. This notice is provided in order to comply with due process
12 requirements for the purpose of a default judgment. If Defendants respond to this
13 Complaint and appear in this action, Plaintiffs will seek damages in accordance with proof
14 at the time of trial.

15 **FIRST CAUSE OF ACTION**
16 **UNPAID REGULAR WAGES AND OVERTIME**
17 **(Plaintiffs Against All Defendants)**

18 15. Plaintiffs incorporate by reference all other paragraphs of this Complaint as
19 if they were re-alleged and set forth herein.

20 16. Under Labor Code §§ 204, 215, 216, 218.5, 510, 1194, 1194.2, 1197, 1199,
21 and the applicable IWC Wage Order, it is unlawful for an employer to suffer or permit an
22 employee to work without paying wages for all hours worked. "Hours worked" is defined
23 to include the time an employee is suffered or permitted to work, whether or not required
24 to do so. At all relevant times, Defendants have failed to pay Plaintiffs for all hours worked
25 and/or have regularly and consistently maintained policies and practices of refusing to pay
26 Plaintiffs for all hours worked.

27 17. **Unpaid Regular Wages:** Plaintiffs should have received regular wages
28 according to the hours worked during Plaintiffs' employment. Defendants owe Plaintiffs
regular wages and have failed and refused, and continue to fail and refuse, to pay Plaintiffs

the amounts owed as regular wages.

18. **Unpaid Overtime Wages:** Plaintiffs were entitled to overtime compensation for all overtime hours worked during Plaintiffs' employment. During Plaintiffs' employment, Defendants failed to pay Plaintiffs for all hours worked, including Plaintiffs' overtime hours, and Plaintiffs are therefore entitled to the amounts owed as overtime wages.

19. **Liquidated Damages:** Plaintiffs are entitled to liquidated damages under Labor Code section 1194.2(a).

20. As a direct and proximate result of Defendants' conduct, as set forth herein, Plaintiffs have sustained damages and been deprived of wages and overtime compensation that are owed in amounts to be proven at trial. Plaintiffs are entitled to recovery of such amounts, plus interest, liquidated damages, and attorneys' fees and costs.

SECOND CAUSE OF ACTION
FAILURE TO PROVIDE MEAL PERIODS
(Plaintiffs Against All Defendants)

21. Plaintiffs incorporate by reference all other paragraphs of this Complaint as if they were re-alleged and set forth herein.

22. California Labor Code § 512 provides, in pertinent part, as follows: "An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and the employee".

23. Pursuant to Defendants' policies, the demands of Plaintiffs' duties,, Plaintiffs were required to, and actually did, forego the meal periods required to be provided to Plaintiffs. By failing to provide Plaintiffs with these meal periods, Defendants violated California Labor Code sections 512 and 226.7 and the applicable IWC Wage Order. As a result of the unlawful acts of Defendants set forth herein, Plaintiffs are entitled to additional wages for the missed and delayed meal periods.

THIRD CAUSE OF ACTION
FAILURE TO PROVIDE REST PERIODS
(Plaintiffs Against All Defendants)

24. Plaintiffs incorporate by reference all other paragraphs of this Complaint as if they were re-alleged and set forth herein.

25. The applicable IWC Wage Order authorizes and requires employees to take paid rest periods based on the total hours worked daily at the rate of ten minutes rest per four hours or major fraction thereof. Cal. Labor Code § 226.7(a) provides: "No employer shall require an employee to work during any . . . rest period mandated by an applicable order of the Industrial Welfare Commission."

26. Pursuant to Defendants' policies, the demands of Plaintiffs' duties, Plaintiffs routinely were required to take delayed rest periods and/or to skip rest periods. By requiring and permitting Plaintiffs to miss these rest periods, or take delayed rest periods, Defendants violated California Labor Code section 226.7 and the applicable IWC Wage Order and California Labor Code section 226.7. As a result of the unlawful acts of Defendants set forth herein, Plaintiffs are entitled to additional wages for the missed and delayed rest periods.

FOURTH CAUSE OF ACTION
FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS
(Plaintiffs Against All Defendants)

27. Plaintiffs incorporate by reference all other paragraphs of this Complaint as if they were re-alleged and set forth herein.

28. Defendants knowingly and intentionally failed to provide timely, accurate, itemized wage statements in accordance with Cal. Lab. Code §226(a) and the applicable IWC Wage Order. Such failure caused injury to Plaintiffs by, among other things, impeding Plaintiffs from knowing the amount of wages to which Plaintiffs are and were legally entitled. At all times relevant herein, Defendants have failed to maintain records of hours worked by Plaintiffs as required under Labor Code §1174(d).

29. Prior to the completion of discovery, and to the best of Plaintiffs' knowledge at the time of filing this Complaint, Plaintiffs' good faith estimate of the number of pay

1 periods in which Defendants have failed to provide accurate itemized wage statements to
2 Plaintiffs in each and every pay period during Plaintiffs' employment. Plaintiffs seeks the
3 amount provided under Cal. Lab. Code §226(e), including the greater of all actual
4 damages or fifty dollars (\$50) for the initial pay period in which a violation occurred and
5 one hundred dollars (\$100) for each violation in a subsequent pay period.

6 **FIFTH CAUSE OF ACTION**
7 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200**
8 **(Plaintiffs Against All Defendants)**

9 30. Plaintiffs incorporates by reference all other paragraphs of this Complaint as
10 if they were re-alleged and set forth herein.

11 31. Defendants' violations of the Labor Code and other laws and regulations as
12 alleged by this Complaint, and other wrongful, tortious and illegal acts and omissions, all
13 constitute unfair business practices in violation of the Unfair Competition Law, Business
14 and Professions Code § 17200 et seq.

15 32. As a result of Defendants' unfair business practices, Defendants have
16 reaped unfair benefits and illegal profits at the expense of Plaintiffs and members of the
17 public. Defendants' utilization of such unfair business practices constitutes unfair
18 competition and provides an unfair advantage over Defendants' competition. Defendants
19 should be made to disgorge the ill-gotten gains and restore such monies to Plaintiffs.

20 33. Defendants' unfair business practices entitles Plaintiffs to seek preliminary
21 and permanent injunctive relief, including but not limited to orders that Defendants account
22 for, disgorge and restore to Plaintiffs any compensation unlawfully withheld from Plaintiffs,
23 and for which Defendants were unjustly enriched.

24 **SIXTH CAUSE OF ACTION**
25 **VIOLATION OF LABOR CODE PRIVATE ATTORNEYS GENERAL ACT ("PAGA")**
26 **(Plaintiff against All Defendants)**

27 34. Plaintiff incorporates by reference all other paragraphs of this Complaint as
28 if they were re-alleged and set forth herein.

35. Plaintiff brings this cause of action on behalf of himself and all other
aggrieved current and former employees of Defendants and seeks civil penalties for each

1 and every violation alleged herein. Plaintiff has filed a claim with the California Labor and
2 Workforce Development Agency (hereafter, "LWDA") and provided a copy by certified mail
3 to Defendants.

4 36. Plaintiff complied with all procedural requirements of Labor Code § 2699.3
5 before filing this Complaint. LWDA did not respond to his notice of the alleged violations
6 within the statutory timeframe, and Plaintiff has therefore exhausted administrative
7 remedies. Plaintiff is an aggrieved employee. Plaintiff was employed by Defendants and
8 the violations alleged herein were committed against Plaintiff. Plaintiff brings this action
9 on behalf of Plaintiff and all other current and former aggrieved employees. At the time of
10 each violation, Defendants employed one or more employees.

11 37. As a result of the aforesaid wrongful and illegal conduct of the Defendants,
12 and each of them, Plaintiff is entitled to civil penalties in an amount to be determined at
13 trial, costs, and attorney's fees against Defendants.

14 **DEMAND FOR TRIAL BY JURY**

15 Plaintiffs hereby demand a trial by jury.

16 **PRAYER FOR RELIEF**

17 WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

- 18 1. For compensatory damages in an amount to be proven at trial;
- 19 2. For statutory damages and penalties;
- 20 3. For temporary, preliminary, and permanent injunction;
- 21 4. Attorney's fees and costs of suit;
- 22 5. For liquidated damages;
- 23 6. For all statutory penalties and liquidated damages as authorized by law,
24 including all statutory penalties as authorized under PAGA
- 25 7. Pre-judgment interest on any damages or other amounts deemed payable;
26 and

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8. Other or further relief as the Court deems just and proper.

Dated: January 21, 2025

HAULK & HERRERA LLP

By: 
Matthew A. Haulk, Esq.
Jose M. Herrera, Esq.
Attorneys for Plaintiffs
ZENIA DANIELA ANZORA and
TY ALEXANDER

PROOF OF SERVICE

Zenia Daniela Anzora, et al. v. Arrowpetrol, Inc., et al.
Los Angeles County Superior Court Case No.: 24STCV27835

1.	At the time of service, I was at least 18 years of age and not a party to this legal action.	
2.	My business address is 100 Pine Street, Suite 1250, San Francisco, CA 94111	
3.	I served copies of the following document(s): FIRST AMENDED COMPLAINT FOR: 1. UNPAID WAGES AND OVERTIME 2. FAILURE TO PROVIDE MEAL PERIODS 3. FAILURE TO PROVIDE REST PERIODS 4. FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS; 5. VIOLATION OF BUSINESS & PROFESSIONS CODE SECTION 17200 6. VIOLATION OF LABOR CODE PRIVATE ATTORNEYS GENERAL ACT ("PAGA") DEMAND FOR TRIAL BY JURY	
4.	I served the documents listed above in Item 3 on the following persons at the addresses listed: Tiffany Brosnan, Es. SNELL & WILMER L.L.P. 600 Anton Boulevard, Suite 1400 Costa Mesa, CA 92626-7689 Telephone: (714) 427-7000 Facsimile: (714) 427-7799 Email: tbrosnan@swlaw.com <i>Attorney for Defendants</i> <i>ARROWPETROL, INC. and ONNIK MOORADIAN</i>	
5.	a.	By Personal Service. I personally delivered the documents on the date shown below to the person(s) at the addresses listed above in Item 4. (1) For a party represented by an attorney, delivery was made to the attorney or at the attorney's office by leaving the documents in an envelope or package clearly labeled to identify the attorney being served with a receptionist or an individual in charge of the office. (2) For a party delivery was made to the party or by leaving the documents in the party's residence between the hours of eight in the morning and six in the evening with some person not less than 18 years of age.
	b.	By United States Mail. I enclosed the documents in a sealed envelope or package, in the mail at San Rafael, California, where I am a resident or employee in the County of Marin where the mailing occurred. I addressed the sealed envelope or package to the persons at the addresses in Item 4 and (specify one):

	(1)	Deposited the sealed envelope in a United States Postal Service mailbox with the postage fully prepaid on the date shown below
	(2)	Placed the envelope for collection and mailing on the date shown below, following our ordinary business practices and I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.
c.		By Overnight Delivery. Pursuant to California Rules of Court, Rule 8.25, I enclosed the documents on the date shown below in an envelope or package provided by an overnight delivery carrier and addressed to the person at the addresses in Item 4. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.
d.		By Messenger Service. I served the documents on the date shown below by placing them in an envelope or package addressed to the person on the addresses listed in Item 4 and providing them to a professional messenger service for service.
e.		By Fax Transmission. Based on an agreement to accept service by fax transmission, I faxed the documents on the date shown below to the fax numbers of persons listed in Item 4. No error was reported by the fax machine that I used
f. X		By Electronic Transmission. I caused the documents to be sent on the date shown below to the persons at the electronic service address listed above in Item 4. I did not receive within a reasonable time after the transmission any electronic message or other indication that the transmission was unsuccessful.
6.	I served the documents by the means described above on February 10, 2025	

I declare under penalty of perjury that this document is signed in Los Angeles, California under the laws of the State of California and that the foregoing is true and correct.

February 10, 2025	Toni Gesin	
Date	(Type or Print Name)	(Signature of Declarant)