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5 Attorney for Plaintiffs,
 6 DENISE DYAR ZUNIGA-ORTIZ, an individual,
 on behalf of herself, all others similarly situated,
 and on behalf of all aggrieved employees

7
 8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 9 **FOR THE COUNTY OF LOS ANGELES, COMPLEX**

10 DENISE DYAR ZUNIGA-ORTIZ, an
 individual, on behalf of herself, on behalf of all
 11 others similarly situated, and on behalf of all
 aggrieved employees

12 Plaintiffs,

13 v.

14 BOYD AND ASSOCIATES, a California
 corporation; TRINET HR II, INC., a Delaware
 15 corporation; and DOES 1 through 20, inclusive,

16 Defendants.

Case No. 25STCV00532

Assigned to Hon. Kenneth R. Freeman, Dept. 14

FIRST AMENDED CLASS ACTION
COMPLAINT

1. FAILURE TO PAY WAGES (CAL. LABOR CODE §§201, 1194);
2. FAILURE TO PAY MINIMUM WAGES (CAL. LABOR CODE §§1182.12, 1194, 1194.2, 1197);
3. FAILURE TO PAY OVERTIME COMPENSATION (CAL. LABOR CODE §§510, 1194);
4. FAILURE TO PAY SICK TIME (CAL. LABOR CODE §246);
5. FAILURE TO PROVIDE REST PERIODS (CAL. LABOR CODE §§226.7);
6. FAILURE TO PROVIDE MEAL PERIODS (CAL. LABOR CODE § 512);
7. FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS (CAL. LABOR CODE §§226, ET SEQ.);
8. WAITING TIME PENALTIES (CAL. LABOR CODE §§201-203);
9. UNFAIR COMPETITION (BUS. & PROF. CODE §17200 ET SEQ.);

FILED
 Superior Court of California
 County of Los Angeles

03/28/2025

David W. Slayba, Executive Officer / Clerk of Court

By: R. Lozano Deputy

**10. PRIVATE ATTORNEY GENERAL ACT
(LABOR CODE §2699, ET SEQ.).**

DEMAND OVER \$35,000

DEMAND FOR JURY TRIAL

PLAINTIFF, DENISE DYAR ZUNIGA-ORTIZ, an individual on behalf of herself, all other similarly situated employees and on behalf of all aggrieved employees (hereinafter collectively referred to as "Class Plaintiffs"), hereby files this Complaint against Defendants BOYD AND ASSOCIATES, a California corporation, TRINET HR II, INC., a Delaware corporation, and DOES 1 through 20 (hereinafter collectively referred to as "Defendants"). Plaintiffs are informed and believe, and thereon allege as follows:

INTRODUCTION

1. This is a civil action seeking recovery for Defendants' violations of the California Labor Code, California Business and Professions Code ("B&PC"), the applicable Wage Orders issued by the California Industrial Welfare Commission (hereinafter, the "IWC Wage Orders") and related common law principles.

2. Plaintiffs' action seeks monetary damages and injunctive relief, including full restitution from Defendants as a result of Defendants' unlawful, fraudulent and/or unfair business practices.

3. Class Plaintiffs will also file a Private Attorney General Act ("PAGA") notice with the Labor and Workforce Development Agency, and the Complaint will be later amended to include a PAGA cause of action, seeking recovery of civil penalties under the PAGA General Act of 2004, Cal. Labor Code §2699 et seq.

4. The acts complained of herein occurred, occur and will occur, at least in part, within the time period from January 7, 2021 up to and through the time of trial for this matter. This is hereinafter the "Class Period."

5. The "Class Plaintiffs" are all current and former non-exempt employees, whom were employed by Defendants from on or about January 7, 2021, up to and through the time of trial in this matter.

1
2 **JURISDICTION AND VENUE**

3 6. This Court is the proper court pursuant to CCP §295(a) and CCP §395.5, and this action
4 is properly filed in Los Angeles County, because Defendants' obligations and liability arise therein,
5 because Defendants maintain offices and transact business within Los Angeles County, and because the
6 work that is the subject of this action was performed by Class Plaintiffs in Los Angeles County.

7 7. The California Superior Court has jurisdiction in this matter because both the individual
8 and aggregate monetary damages and restitution sought herein exceed the minimal jurisdictional limits
9 of the Superior Court and will be established at trial, according to proof.

10 8. The California Superior Court also has jurisdiction in this matter because during their
11 employment with Defendants, Class Plaintiffs, were all California citizens and Defendants BOYD AND
12 ASSOCIATES and TRINET HR II, INC., conducted and transacted business throughout Los Angeles
13 County. Further there is no federal question at issue, as the issues herein are based solely on California
14 statutes and law.

15
16 **THE PARTIES**

17 **PLAINTIFF DENISE DYAR ZUNIGA-ORTIZ**

18 9. Plaintiff DENISE DYAR ZUNIGA-ORTIZ ("ZUNIGA-ORTIZ") is an individual over
19 the age of eighteen (18) and is now and at all times mentioned in this Complaint was a citizen of the State
20 of California.

21 10. Plaintiff ZUNIGA-ORTIZ worked for Defendants as a "accounting collections clerk"
22 from on or about October 1, 2017 to on or about November 14, 2024.

23
24 **DEFENDANT BOYD AND ASSOCIATES**

25 11. Defendant BOYD AND ASSOCIATES (hereinafter "BOYD") was and is a California
26 corporation doing business throughout the State of California. At all relevant times, Defendant BOYD
27 employed 26 or more employees.

1
2 **DEFENDANT TRINET HR II, INC.,**

3 12. Defendant TRINET HR II, INC., (hereinafter "TRINET") was and is a Delaware
4 corporation doing business throughout the State of California. At all relevant times, Defendant TRINET
5 employed 26 or more employees.

6 **DOES 1 – 20, INCLUSIVE**

7 13. DOES 1 to 20, inclusive are now, and/or at all times mentioned in this Complaint were
8 licensed to do business and/or actually doing business in California.

9 14. Class Plaintiffs do not know the true names or capacities, whether individual, partner or
10 corporate, of DOES 1 to 20, inclusive and for that reason, DOES 1 to 20 are sued under such fictitious
11 names pursuant to CCP §474.

12 15. Class Plaintiffs will seek leave of court to amend this Complaint to allege such names and
13 capacities as soon as they are ascertained.

14
15 **ALL DEFENDANTS**

16 16. Defendants, and each of them, are now and/or at all times mentioned in this Complaint
17 were in some manner legally responsible for the events, happenings, and circumstances alleged in this
18 Complaint.

19 17. Defendants, and each of them, proximately subjected Plaintiffs to the unlawful practices,
20 wrongs, complaints, injuries and/or damages alleged in this Complaint.

21 18. Defendants, and each of them, are now and/or at all times mentioned in this Complaint
22 were the agents, servants and/or employees of some or all other Defendants, and vice-versa, and in doing
23 the things alleged in this Complaint, Defendants are now and/or at all times mentioned in this Complaint
24 were acting within the course and scope of that agency, servitude and/or employment.

25 19. Defendants, and each of them, are now and/or at all times mentioned in this Complaint
26 were members of and/or engaged in a joint venture, partnership, and common enterprise, and were acting
27 within the course and scope of, and in pursuance of said joint venture, partnership, and common
28 enterprise.

1 20. Defendants, and each of them, at all times mentioned in this Complaint, concurred and
2 contributed to the various acts and omissions of each and every one of the other Defendants in
3 proximately causing the complaints, injuries and/or damages alleged in this Complaint.

4 21. Defendants, and each of them, at all times mentioned in this Complaint approved of,
5 condoned and/or otherwise ratified each and every one of the acts and/or omissions alleged in this
6 Complaint.

7 22. Defendants, and each of them, at all times mentioned in this Complaint, aided and abetted
8 the acts and omissions of each and every one of the other Defendants thereby proximately causing the
9 damages alleged in this Complaint.

10 23. Class Plaintiffs are informed and believe, and based thereupon allege, that Defendants,
11 and each of them, including those defendants named as DOES 1-20 acted in concert with one another to
12 commit the wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one
13 another in the wrongful acts alleged herein, and/or attempted to do so. Class Plaintiffs are further
14 informed and believe, and based thereupon allege, that Defendants, and each of them, including those
15 defendants named as DOES 1-20, and each of them, formed and executed a conspiracy or common plan
16 pursuant to which they would commit the unlawful acts alleged herein, with all such acts alleged herein
17 done as part of and pursuant to said conspiracy, intended to cause and actually causing Plaintiffs harm.

18 24. Whenever and wherever reference is made in this complaint to any act or failure to act
19 by a Defendant or co-Defendant, such allegations and references shall also be deemed to mean the acts
20 and/or failures to act by each Defendant acting individually, jointly and severally.

21
22 **ALTER EGO, AGENCY, SUCCESSOR AND JOINT EMPLOYER**

23 25. Class Plaintiffs are informed and believe, and based thereon allege, that there exists such
24 a unity of interest and ownership between BOYD, TRINET and DOES 1-20 (collectively "Defendants")
25 that the individuality and separateness of defendants have ceased to exist.

26 26. Class Plaintiffs are informed and believe, and based thereon allege, that despite the
27 formation of purported corporate existence, BOYD, TRINET, and DOES 1-20 are, in reality, one and
28 the same, including, but not limited to because:

1 a. BOYD and TRINET are completely dominated and controlled by DOES 1-20,
2 who personally committed the frauds and violated the laws as set forth in this complaint, and who have
3 hidden and currently hide behind BOYD and TRINET to perpetrate frauds, circumvent statutes, or
4 accomplish some other wrongful or inequitable purpose.

5 b. DOES 1-20 derive actual and significant monetary benefits by and through
6 BOYD and TRINET'S unlawful conduct, and by using BOYD and TRINET as the funding source for
7 their own personal expenditures.

8 c. BOYD, TRINET, and DOES 1-20, while really one and the same, were
9 segregated to appear as though separate and distinct for purposes of perpetrating a fraud, circumventing
10 a statute, or accomplishing some other wrongful or inequitable purpose.

11 d. BOYD and TRINET do not comply with all requisite corporate formalities to
12 maintain a legal and separate corporate existence.

13 e. The business affairs of BOYD, TRINET and DOES 1-20 are, and at all times
14 relevant were, so mixed and intermingled that the same cannot reasonably be segregated, and the same
15 are in inextricable confusion. BOYD and TRINET were at all times relevant hereto, used by DOES 1-
16 20 as a mere shell and conduit for the conduct of certain of BOYD and TRINET's affairs, and are, and
17 were, the alter ego of DOES 1-20. The recognition of the separate existence of BOYD and TRINET
18 would not promote justice, in that it would permit BOYD and TRINET to insulate themselves from
19 liability to Plaintiffs for violations of the Labor Code, Business and Professions Code and other statutory
20 violations. The corporate existence of BOYD and DOES 1-20 should be disregarded in equity and for
21 the ends of justice because such disregard is necessary to avoid fraud and injustice to Plaintiffs herein.

22 27. Accordingly, BOYD and TRINET constitute the alter ego of DOES 1-20, and the fiction
23 of their separate corporate existence must be disregarded.

24 28. As a result of the aforementioned facts, Class Plaintiffs are informed and believe, and
25 based thereon allege that BOYD, TRINET and DOES 1-20 are Plaintiffs' joint employers by virtue of a
26 joint enterprise, and that Plaintiffs were employees of BOYD, TRINET and DOES 1-20. Class Plaintiffs
27 performed services for each and every one of Defendants, and to the mutual benefit of all Defendants,
28 and all Defendants shared control of the responsibility and influence of Class Plaintiffs as employees,

1 either directly or indirectly, and the manner in which BOYD and TRINET'S business was and is
2 conducted.

3 29. Alternatively, Class Plaintiffs are informed and believe and, based thereupon allege, that
4 as and between DOES 1-20, BOYD, and TRINET (1) there is an express or implied agreement of
5 assumption pursuant to which DOES 1-20 agreed to be liable for the debts of BOYD and TRINET, (2)
6 the transaction between DOES 1-20, BOYD, and TRINET amounts to a consolidation or merger of
7 entities, (3) DOES 1-20 is a mere continuation of BOYD and TRINET, or (4) the transfer of assets to
8 DOES 1-20 is for the fraudulent purpose of escaping liability for BOYD and TRINET'S debts.
9 Accordingly, DOES 1-20 are the successors of BOYD and TRINET, and are liable on that basis.

11 CLASS ACTION ALLEGATIONS

12 30. The Class Plaintiffs are entitled to the protections of the California Labor Code and the
13 Wage Order.

14 31. The Class Plaintiffs were not paid the California statutory minimum wage for all hours
15 worked.

16 32. The Class Plaintiffs regularly worked in excess of 8 hours per day or 40 hours per week
17 and were not paid an overtime premium. Accordingly, the Class Plaintiffs were entitled to be paid
18 overtime premiums for all hours worked over 8 hours in a single day or over 40 hours in a week.

19 33. Defendants failed to provide Class Plaintiffs with paid sick leave of at least 40 hours or
20 five days of paid sick leave per year.

21 34. The Class Plaintiffs were not permitted to take duty-free rest periods of at least ten minutes
22 every four hours worked, as required by California Labor Code §226.7.

23 35. The Class Plaintiffs were also not provided duty-free meal periods of at least thirty minutes
24 for every five hours worked, as required by California Labor Code §512.

25 36. Defendants failed to maintain working conditions that comply with the Wage Order,
26 failed to timely provide them with accurate written wage statements, and failed to timely pay them
27 earned wages during employment.

1 37. CCP §382 provides in pertinent part: "... [W]hen the question is one of a common or
2 general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them
3 all before the court, one or more may sue or defend for the benefit of all." Plaintiffs bring this suit as a
4 class action pursuant to CCP §382.

5 38. The putative classes that Class Plaintiffs will seek to certify are Defendants' similarly
6 situated individuals who are presently employed or were formerly employed by Defendants in California
7 from January 7, 2021 through trial who were: (1) were not paid minimum wage for all hours worked;
8 (2) were not paid overtime compensation for all overtime hours worked; (3) were not provided with the
9 requisite paid sick leave; (4) were not provided legally compliant rest periods; (5) were not provided
10 legally complaint meal periods; (6) were not provided accurate wage statements, or (7) were not paid all
11 earned wages timely upon termination of their employment.

12 39. In addition, Class Plaintiffs will seek to certify a subclass of those similarly situated
13 individuals who were formerly employed by Defendants in California from January 7, 2021 through trial
14 whose employment ended or was terminated. Hereinafter, this is referred to as the "Terminated
15 Employee SubClass."

16 40. The Class and the Terminated SubClass are herein collectively referred to as the
17 "Classes."

18 41. Throughout discovery in this litigation, Plaintiffs may find it appropriate and/or necessary
19 to amend the definition of the Classes. Plaintiffs will formally define and designate a class definition at
20 such time when Class Plaintiffs seek to certify the Classes alleged herein.

21 42. Numerosity (CCP §382):

- 22 a. The potential quantity of members of the Classes as defined is so numerous that
23 joinder of all members is unfeasible and impractical;
- 24 b. The disposition of the claims of the members of the Classes through this class action
25 will benefit both the parties and this Court;
- 26 c. The quantity of members of the Classes is unknown to Class Plaintiffs at this time;
27 however, it is estimated that the membership of the Classes numbers greater than 100
28 individuals; and

1 d. The quantity and identity of such membership is readily ascertainable via inspection
2 of Defendants' records.

3 43. Superiority (CCP §382): The nature of this action and the nature of the laws available to
4 Class Plaintiffs make the use of the class action format particularly efficient and the appropriate
5 procedure to afford relief to Class Plaintiffs for the wrongs alleged herein, as follows:

- 6 a. California has a public policy which encourages the use of the class action device;
7 b. By establishing a technique whereby the claims of many individuals can be resolved
8 at the same time, the class suit both eliminates the possibility of repetitious litigation
9 and provides small claimants with a method of obtaining redress for claims which
10 would otherwise be too small to warrant individual litigation;
11 c. This case involves large corporate Defendants and a large number of individual Class
12 members with many relatively small claims and common issues of law and fact;
13 d. If each individual member of the Classes were required to file an individual lawsuit,
14 the large corporate Defendants would necessarily gain an unconscionable advantage
15 because Defendants would be able to exploit and overwhelm the limited resources of
16 each individual member of the Classes with Defendants' vastly superior financial and
17 legal resources;
18 e. Requiring each individual member of the Classes to pursue an individual remedy
19 would also discourage the assertion of lawful claims by the members of the Classes
20 who would be disinclined to pursue an action against Defendants because of an
21 appreciable and justifiable fear of retaliation and permanent damage to their lives,
22 careers, and well-being;
23 f. Proof of a common business practice or factual pattern, of which the members of the
24 Classes experienced, is representative of the Classes herein and will establish the right
25 of each of the members of the Classes to recover on the causes of action alleged
26 herein;
27 g. Absent class treatment, the prosecution of separate actions by the individual members
28 of the Classes, even if possible, would likely create:

- i) a substantial risk of each individual Plaintiff presenting in separate, duplicative proceedings the same or essentially similar arguments and evidence, including expert testimony;
 - ii) a multiplicity of trials conducted at enormous expense to both the judicial system and the litigants;
 - iii) inconsistent or varying verdicts or adjudications with respect to the individual members of the Classes against Defendants;
 - iv) potentially incompatible standards of conduct for Defendants; and
 - v) potentially incompatible legal determinations with respect to individual members of the Classes which would, as a practical matter, be dispositive of the interest of the other members of the Classes who are not parties to the adjudications or which would substantially impair or impede the ability of the members of the Classes to protect their interests.
- h. The claims of the individual members of the Classes are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attendant thereto;
- i. Courts seeking to preserve efficiency and other benefits of class actions routinely fashion methods to manage any individual questions; and
- j. The Supreme Court of California urges trial courts, which have an obligation to consider the use of innovative procedural tools to certify a manageable class, to be procedurally innovative in managing class actions.

44. Well-defined Community of Interest: Plaintiffs also meet the established standards for class certification (see, e.g. *Lockheed Martin Corp. v. Superior Court* (2003) 29 Cal.4th 1096), as follows:

- a. Typicality: The claims of Plaintiff ZUNIGA-ORTIZ are typical of the claims of all members of the Classes she seeks to represent because she has been subject to all the violations described herein, as have all members of the Classes sustained injuries and damages arising out of Defendants' common course of conduct in violation of law

1 and the injuries and damages of all members of the Classes were caused by
2 Defendants' wrongful conduct in violation of law, as alleged herein.

3 b. Adequacy: Plaintiff ZUNIGA-ORTIZ:

- 4 i) is an adequate representative of the Classes she seeks to represent;
5 ii) will fairly protect the interests of the members of the Classes;
6 iii) has no interests antagonistic to the member of the Classes; and
7 iv) will vigorously pursue this suit via attorneys who are competent, skilled
8 and experienced in litigating matters of this type.

9 c. Predominant Common Questions of Law or Fact: There are common questions of law
10 and/or fact as to the members of the Classes which predominate over questions
11 affecting only individual members of the Classes, including, without limitation:

- 12 i) Whether Defendants failed to pay Class Plaintiffs the California statutory
13 minimum wage for all hours worked in violation of the Labor Code and
14 Section 1 of the IWC Wage Orders;
15 ii) Whether Defendants failed to pay Class Plaintiffs an overtime premium
16 for all hours over 8 in a day or 40 in a week in violation of the Labor Code
17 and Section 1 of the IWC Wage Orders;
18 iii) Whether Defendants failed to provide Class Plaintiffs with the requisite
19 paid sick leave in violation of the Labor Code;
20 iv) Whether Defendants failed and continue to fail to authorize and permit
21 legally-requisite rest breaks to Class Plaintiffs in violation of the Labor
22 code and Section 1 of the IWC Wage Orders;
23 v) Whether Defendants failed and continue to fail to authorize and permit
24 legally-requisite meal periods to Class Plaintiffs in violation of the Labor
25 Code and Section 1 of the IWC Wage Orders;
26 vi) Whether Defendants failed to timely furnish accurate, itemized and legal
27 wage statements to Class Plaintiffs;
28

- 1 vii) Whether Defendants are derivatively liable pursuant to Labor Code §203
2 to the Terminated Employee SubClass;
3 viii) Whether Defendants' conduct constitutes unfair, illegal, or fraudulent
4 competition within the meaning of B&PC §17200, et seq.;
5 ix) Whether Defendants' conduct constitutes unfair, illegal, or fraudulent
6 business practices within the meaning of B&PC § 17200, et seq.;
7 x) Whether the members of the Classes are entitled to compensatory
8 damages, and if so, the means of measuring such damages;
9 xi) Whether the members of the Classes are entitled to injunctive relief;
10 xii) Whether the members of the Classes are entitled to restitution; and
11 xiii) Whether Defendants are liable for attorneys' fees and costs.

12 45. Whether each member of the Classes might be required to ultimately justify an individual
13 claim does not preclude maintenance of a class action (see, e.g. *Collins v. Rocha* (1972) 7 Ca1.3d 232,
14 238).

15
16 **FIRST CAUSE OF ACTION**
17 **FOR FAILURE TO PAY WAGES DUE**
18 **LABOR CODE §§201, 226.7, 512, 1194**
19 **(ON BEHALF OF THE CLASS PLAINTIFFS)**
20 **AGAINST ALL DEFENDANTS**

21 46. Class Plaintiffs re-allege and incorporate by reference the above paragraphs as though set
22 forth in full herein.

23 47. At all relevant times, Defendants failed and refused to pay Class Plaintiffs wages earned
24 and required by 8 Code of Regulations §11040, as set forth hereinabove. As alleged herein, Defendants
25 routinely failed to pay Class Plaintiffs minimum wage, overtime compensation and failed to compensate
26 them for missed rest and meal breaks.

27 48. As alleged herein, Class Plaintiffs were not exempt from the requirements of Labor Code
28 §510, 8 Code of Regulations §11040, and Industrial Welfare Commission Order No. 4-2001.

1 49. Class Plaintiffs have been deprived of their rightfully earned compensation as a direct
2 and proximate result of Defendants' failure and refusal to pay said compensation. Class Plaintiffs are
3 entitled to recover such amounts, plus interest thereon, attorneys' fees and costs.

4
5 **SECOND CAUSE OF ACTION**
6 **FOR FAILURE TO PAY MINIMUM WAGES**
7 **LABOR CODE §§1182.12, 1194, 1194.2, 1197**
8 **AGAINST ALL DEFENDANTS**

9 50. Class Plaintiffs re-allege and incorporates by reference each of the foregoing paragraphs
10 as though set forth in full herein.

11 51. Pursuant to Labor Code §1197, payment of less than the minimum wage fixed by law is
12 unlawful. An employer violates the minimum wage statute even if the average rate for paid and unpaid
13 hours exceeded the minimum wage. Under California law, Class Plaintiffs are entitled to at least the
14 minimum wage for every hour worked.

15 52. In the four years immediately preceding the filing of this complaint, Defendants failed and
16 refused to pay Class Plaintiffs the legal minimum wage in the State of California, as set forth in Labor
17 Code §1182.12.

18 53. Defendants' failure to pay the legal minimum wage to Class Plaintiff as alleged herein is
19 unlawful and creates entitlement, pursuant to Labor Code §1197, to recovery by Class Plaintiffs in a civil
20 action for the unpaid balance of the full amount of the unpaid wages owed.

21 54. Pursuant to Labor Code §1194, Class Plaintiffs request that the court award reasonable
22 attorneys' fees and costs incurred by Class Plaintiffs in this action.

23 55. In addition, pursuant to Labor Code §1194.2, Class Plaintiffs are entitled to recover
24 liquidated damages in an amount equal to the minimum wages unlawfully unpaid, plus interest thereon.

THIRD CAUSE OF ACTION
FOR FAILURE TO PAY OVERTIME COMPENSATION
LABOR CODE §§510, 1194
(ON BEHALF OF THE CLASS PLAINTIFFS)
AGAINST ALL DEFENDANTS

56. Class Plaintiffs re-allege and incorporate by reference the above paragraphs as though set forth in full herein.

57. Labor Code §510 requires employers to pay their non-exempt employees one and one-half times their regular hourly rate (overtime) for time worked in excess of eight hours in a single day, or 40 hours per week, and double their regular hourly rate (double-time) for all hours worked in excess of 12 hours in a single day. It also requires employers to pay their non-exempt employees overtime compensation for the first eight hours of work done on the seventh consecutive day of work done in any work week and double-time compensation for any work done beyond the first eight hours on the seventh consecutive day of work.

58. As alleged herein, Class Plaintiffs were not exempt from the requirements of Labor Code §510, 8 Code of Regulations §11040, and Industrial Welfare Commission Order No. 4-2001.

59. At all relevant times, Class Plaintiffs were required to work more than eight hours per day and/or more than 40 hours per workweek.

60. At all relevant times, Defendants failed and refused to pay Class Plaintiffs all the overtime compensation required by Labor Code §510, 8 Code of Regulations §11040, and Industrial Welfare Commission Order No. 4-2001.

61. From January 2, 2021 through trial, Class Plaintiffs worked overtime hours each week, all of which should have been paid at 1.5 times their regular hourly wage rate at that time. Defendants failed to pay Class Plaintiffs the requisite overtime wages in the four years immediately preceding the filing of this complaint.

62. Class Plaintiffs have been deprived of their rightfully earned compensation as a direct and proximate result of Defendants' failure and refusal to pay said compensation. Class Plaintiffs are entitled to recover such amounts, plus interest thereon, attorneys' fees and costs.

FOURTH CAUSE OF ACTION
FOR FAILURE TO PAY SICK TIME

LABOR CODE §246

(ON BEHALF OF THE CLASS PLAINTIFFS)

AGAINST ALL DEFENDANTS

63. Class Plaintiffs re-allege and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

64. An employee who works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days.

65. At all relevant times, Class Plaintiffs worked for Defendants for more than 30 days and were thus entitled to paid sick days.

66. At all relevant times, Defendants failed to provide to Class Plaintiffs, not less than one hour of sick leave for every thirty hours worked.

67. Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek.

68. Paid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

69. Paid sick time for exempt employees shall be calculated in the same manner as the employer calculates wages for other forms of paid leave time.

FIFTH CAUSE OF ACTION
FOR FAILURE TO AUTHORIZE AND PERMIT REST BREAKS
LABOR CODE §§226.7, 516
(ON BEHALF OF THE CLASS PLAINTIFFS)
AGAINST ALL DEFENDANTS

70. Class Plaintiffs re-allege and incorporate by reference the above paragraphs as though set forth in full herein.

71. Labor Code §226.7 requires an employer to provide every employee with an uninterrupted rest period of not less than 10 minutes, for every period worked of four hours, or substantial portion thereof, and further prohibits an employer from requiring "an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health."

72. Labor Code §516 provides that the Industrial Welfare Commission "may adopt or amend working condition orders with respect to break periods, meal periods, and days of rest for any workers in California consistent with the health and welfare of those workers."

73. Section 12(A) of the IWC Wage Order(s) states: "Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at a rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages."

74. Section 12(B) of the IWC Wage Order(s) states: "If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided."

75. The Class Plaintiffs sometimes worked over 4 hours per shift.

1 76. The Class Plaintiffs were entitled to a rest period of not less than 10 minutes prior to
2 exceeding 4 hours of employment.

3 77. As a matter of Defendants' established company policy, Defendants failed to always
4 authorize and permit all required rest periods established by Labor Code §226.7 and Labor Code §516
5 and Section 12 of the IWC Wage Order(s).

6 78. Pursuant to Section 12 of the IWC Wage Order(s) and Labor Code §226.7(b) which states
7 "if an employer fails to provide an employee a meal or rest period in accordance with an applicable order
8 of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay
9 at the employee's regular rate of compensation for each work day that the meal or rest period is not
10 provided," the Class Plaintiffs are entitled to damages in an amount equal to 1 additional hour of pay at
11 each employee's regular rate of compensation for each work day that the rest period was not provided.

12 79. Pursuant to Labor Code §218.6 and Civil Code § 3287, the Class Plaintiffs seek recovery
13 for prejudgment interest on all amounts recovered herein.

14
15 **SIXTH CAUSE OF ACTION**
16 **FOR FAILURE TO AUTHORIZE AND PERMIT MEAL BREAKS**
17 **LABOR CODE §§226.7, 512**
18 **(ON BEHALF OF THE CLASS PLAINTIFFS)**
19 **AGAINST ALL DEFENDANTS**

20 80. Class Plaintiffs re-allege and incorporate by reference the above paragraphs as though set
21 forth in full herein.

22 81. Labor Code §512 requires employers to provide every employee with an uninterrupted
23 meal period of not less than 30 consecutive minutes, for every period of work exceeding five hours.

24 82. Class Plaintiffs regularly worked in excess of five hours per day and were thereby entitled
25 to take uninterrupted 30-minute meal periods on each day of work.

26 83. Defendants failed and refused to provide the Class Plaintiffs with uninterrupted meal and
27 rest periods, and failed to compensate Class Plaintiffs, and other similarly situated employees, for missed
28

1 meal and rest periods, as required by Labor Code §§226.7 and the applicable sections of 8 Code of
2 Regulations §11040 and Industrial Welfare Commission Order No. 4-2001, as follows.

3 84. Class Plaintiffs have been deprived of wages for missed meal breaks due in amounts to
4 be determined at trial.

5 85. As alleged herein, Class Plaintiffs are not exempt from the meal break requirements of 8
6 Code of Regulations §11040 and Industrial Welfare Commission Order No. 4-2001. Consequently,
7 Class Plaintiffs are owed one hour of pay at his or her then regular hourly rate, or the requisite minimum
8 wage, whichever is greater, for each day that he or he was denied such meal periods.

9 86. Class Plaintiffs have been deprived of his or her rightfully earned compensation for
10 missed meal breaks as a direct and proximate result of Defendants' failure and refusal to pay said
11 compensation.

12 87. Thus, for the entirety of the time periods set forth above, Class Plaintiffs are entitled to
13 recover such amounts to be determined at trial pursuant to Labor Code §226.7(b), plus interest thereon
14 and costs of suit.

15
16 **SEVENTH CAUSE OF ACTION**
17 **FOR FAILURE TO TIMELY FURNISH ACURATE ITEMIZED WAGE STATEMENTS**
18 **LABOR CODE §§226**
19 **(ON BEHALF OF THE CLASS PLAINTIFFS)**
20 **AGAINST ALL DEFENDANTS**

21 88. Class Plaintiffs re-allege and incorporate by reference the above paragraphs as though set
22 forth in full herein.

23 89. Labor Code §226(a) states in pertinent part: "Every employer shall, semimonthly or at the
24 time of each payment of wages, furnish each of his or her employees, either as a detachable part of the
25 check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal
26 check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
27 worked by the employee ... (4) all deductions ... (5) net wages earned, (6) the inclusive dates of the
28 period for which the employee is paid ... (8) the name and address of the legal entity that is the employer,

1 and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours
2 worked at each hourly rate by the employee”

3 90. Further, the IWC Wage Orders §12(A) states in pertinent part: “(A) Every employer shall
4 keep accurate information with respect to each employee including the following: (3) Time records
5 showing when the employee begins and ends each work period. Meal periods, split shift intervals, and
6 total daily hours worked shall also be recorded ... (5) Total hours worked in the payroll period and
7 applicable rates of pay”

8 91. Therefore, pursuant to Labor Code §226(a) and the IWC Wage Orders §12(A), California
9 employers are required to maintain accurate records pertaining to the total hours worked for Defendants
10 by Class Plaintiffs, including but not limited to, beginning and ending of each work period, meal period
11 and split shift interval, the total daily hours worked, and the total hours worked per pay period and
12 applicable rates of pay.

13 92. As a pattern and practice, in violation of Labor Code §226(a) and the IWC Wage Orders
14 §12(A), Defendants did not and still do not furnish each of the Class Plaintiffs with an accurate itemized
15 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) all
16 deductions, (4) net wages earned and/or (5) all applicable hourly rates in effect during each respective
17 pay period and the corresponding number of hours worked at each hourly rate by each respective
18 individual and/or pertaining to the total hours worked for Defendants by the Class Plaintiffs, including
19 but not limited to, beginning and ending of each work period, meal period and split shift interval, the
20 total daily hours worked, and the total hours worked per pay period and applicable rates of pay.

21 93. As of January 1, 2013, SB 1255 amended Labor Code §226 to clarify that an employee
22 suffers injury if the employer fails to provide accurate and complete information as required by any one
23 or more items listed in Labor Code §226(a)(1)-(9) and the employee cannot promptly and easily ascertain
24 requisite information without reference to other documents or information.

25 94. Here, the Class Plaintiffs suffered injury because Defendants failed to provide accurate
26 and complete information as required by one or more items listed in Labor Code §226(a)(1)-(9) and the
27 Class Plaintiffs could not and cannot promptly and easily ascertain requisite information without
28 reference to other documents or information.

1 95. In addition, the Class Plaintiffs have suffered injury as a result of Defendants' failure to
2 maintain accurate records for the Class Plaintiffs in that the Class Plaintiffs were not timely provided
3 written accurate itemized statements showing all requisite information, including but not limited to total
4 hours worked by the employee, net wages earned and all applicable hourly rates in effect during the pay
5 period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code
6 §226 and the IWC Wage Orders §12(A), such that the Class Plaintiffs were misled by Defendants as to
7 the correct information regarding various items, including but not limited to total hours worked by the
8 employee, net wages earned and all applicable hourly rates in effect during the pay period and the
9 corresponding number of hours worked at each hourly rate.

10 96. The actual injuries suffered by the Class Plaintiffs as a result of Defendants' knowing
11 and intentional failure to maintain accurate records for the Class Plaintiffs include but are not limited to:

- 12 a. Confusion over whether they received all wages owed them by Defendants;
- 13 b. The difficulty and expense of attempting to reconstruct time and pay records;
- 14 c. Being forced to engage in mathematical computations to analyze whether
15 Defendants' wages in fact compensated for all hours worked;
- 16 d. The inability to accurately calculate wage rates complicated by the fact that wage
17 statement information required by Labor Code §226 is missing;
- 18 e. That such practice prevents the Class Plaintiffs from being able to effectively
19 challenge information on their wage statements; and/or
- 20 f. The difficulty and expense of filing and maintaining this lawsuit, and the discovery
21 required to collect and analyze the very information that California law requires.

22 97. Pursuant to Labor Code §226(e), the Class Plaintiffs are entitled to actual damages or
23 four thousand dollars (\$4,000.00), whichever is greater.

24 98. Pursuant to Labor Code §226(g), the currently-employed members of the Class Plaintiffs
25 are entitled to injunctive relief to ensure Defendants' compliance with Labor Code §226.

26 99. Pursuant to Labor Code §226(e) and/or §226(g), the Class Plaintiffs are also entitled to
27 an award of costs and reasonable attorneys' fees.
28

EIGHTH CAUSE OF ACTION
FOR WAITING TIME PENALTIES
LABOR CODE §203
(ON BEHALF OF THE TERMINATED EMPLOYEE SUBCLASS)
AGAINST ALL DEFENDANTS

100. The Terminated Employee SubClass re-alleges and incorporates by reference the above paragraphs as though set forth in full herein.

101. Labor Code §203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code §§201 and 202, any wages of an employee who is discharged or who quits, the wages of the employee shall continue at the same rate, for up to thirty (30) days from the due date thereof, until paid or until an action therefore is commenced.

102. The members of the Terminated Employee SubClass are no longer employed by Defendants as they were either discharged from or quit Defendants' employ.

103. Defendants had a consistent and uniform policy, practice and procedure of willfully failing to pay the earned wages of Defendants' former employees, as set forth above, according to amendment or proof.

104. As set forth above, Defendants willfully failed to pay the members of the Terminated Employee SubClass their entire wages due and owing at the time of their termination or within seventy-two (72) hours of their resignation, and failed to pay those sums for up to thirty (30) days thereafter.

105. Defendants' willful failure to pay wages to the members of the Terminated Employee SubClass violates Labor Code §203 because Defendants knew or should have known wages were due to the members of the Terminated Employee SubClass, as set forth above, but Defendants failed to pay them.

106. Thus, the members of the Terminated Employee SubClass are entitled to recovery pursuant to Labor Code §203, as well as attorneys' fees and costs.

NINTH CAUSE OF ACTION
FOR UNFAIR COMPETITION
BUSINESS & PROFESSIONS CODE §§17200, ET SEQ.
(ON BEHALF OF THE CLASS PLAINTIFFS)
AGAINST ALL DEFENDANTS

107. Class Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as though set forth in full herein.

108. B&PC §17200 provides in pertinent part "...[U]nfair competition shall mean and include any unlawful, unfair or fraudulent business act..."

109. B&PC §17205 provides that unless otherwise expressly provided, the remedies or penalties provided for unfair competition "are cumulative to each other and to the remedies or penalties available under all other laws of this state."

110. B&PC §17204 provides that an action for relief from unfair competition may be prosecuted by any person who has suffered injury in fact and has lost money or property as a result of such unfair competition.

111. Defendants' have engaged in unlawful, unfair and fraudulent business acts or practices prohibited by B&PC §17200, including those set forth in the preceding and foregoing paragraphs of the complaint, thereby depriving Plaintiffs of the minimum working standards and conditions due to them under the Labor Code and/or the IWC Wage Orders, as specifically described herein.

112. Defendants have engaged in unfair business practices in California by practicing, employing, and utilizing the employment practices outlined in the preceding paragraphs, specifically, by requiring employees to perform the labor services complained of herein without the requisite compensation.

113. Defendants' use of such practices constitutes an unfair business practice, unfair competition and provides an unfair advantage over Defendants' competitors.

114. Plaintiffs have suffered injury in fact and have lost money or property as a result of such unfair competition.

115. Plaintiffs seek full restitution from Defendants, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by Defendants by means of the unfair practices complained of herein.

116. Further, if Defendants are not enjoined from the conduct set forth above, Defendants will continue to practice, employ and utilize the employment practices outlined in the preceding paragraphs.

117. Therefore, Plaintiffs request that the Court issue a preliminary and permanent injunction prohibiting Defendants from engaging in the foregoing conduct.

118. Plaintiffs seek the appointment of a receiver, as necessary, to establish the total monetary relief sought from Defendants.

TENTH CAUSE OF ACTION
FOR PENALTIES PURSUANT TO THE PRIVATE ATTORNEY GENERAL ACT
LABOR CODE §2699
(ON BEHALF OF THE CLASS PLAINTIFFS)
AGAINST ALL DEFENDANTS

119. Class Plaintiffs re-allege and incorporate by reference the above paragraphs as though set forth in full herein.

120. Under Labor Code §2699, Class Plaintiffs, as aggrieved employees, may bring an action against Defendants, on behalf of himself and other current or former employees, seeking statutory civil penalties for Defendants' violations of the California Labor Code.

121. Class Plaintiffs were aggrieved employees within the meaning of Labor Code §2699(c)(1) and 2699.3(a), as Defendants have committed multiple California Labor Code violations against them, as previously pleaded in this Complaint.

122. On January 7, 2025, more than 65 calendar days before filing this Complaint, Class Plaintiffs provided written notice by online filing to the Labor and Workforce Development Agency and to Defendants BOYD and TRINET of the specific provisions of the California Labor Code that Defendants violated, thereby satisfying the requirements of Labor Code §2699.3(a). These violations

1 included Labor Code §§ 201, 202, 203, 226, 226.7, 246, 510, 512, 1174, 1182.12, 1194, 1194.2, 1197,
2 each of which is enumerated among the serious violations set forth in Labor Code §2699.5.

3 123. Under Labor Code §§2699.3(c)(2)(A) and (c)(3), Defendants may cure alleged violations
4 within 33 calendar days of the postmarked date of the written notice sent by Class Plaintiffs. As of the
5 filing of this Complaint, Defendants have not cured such violations within the specified time
6 period. Consequently, Class Plaintiffs may now commence a civil action, pursuant to Labor Code
7 §2699.3

8 124. As of the filing of this Complaint, Class Plaintiffs has not received any response from the
9 Labor and Workforce Development Agency on its intent to pursue an action against Defendants.
10 Consequently, Class Plaintiffs may now commence a civil action, pursuant to Labor Code §2699.3.

11 125. As a direct and proximate result of Defendants' California Labor Code violations as set
12 forth in this Complaint, Class Plaintiffs are entitled to civil penalties of \$100 for each aggrieved employee
13 per pay period, pursuant to Labor Code §2699(f)(2)(A), for those Labor Code sections not expressly
14 providing for a penalty, specifically §§201, 226.3, 246.5, and 558. For violations of Labor Code §226(a),
15 Class Plaintiffs are entitled to civil penalties of \$25 for each aggrieved employee per pay period where
16 Defendants provided an itemized payroll statement during any of the pay periods at issue.

17 126. Further, Class Plaintiffs are entitled to civil penalties of \$200 for each aggrieved employee
18 per pay period, pursuant to Labor Code §2699(f)(2)(B), for those violations where the court determines
19 that the Defendants' conduct giving rise to the violation was malicious, fraudulent, or oppressive.

20 127. Class Plaintiffs, as personal representatives of the general public, will and do seek to
21 recover any and all penalties for each and every violation shown to exist or to have occurred during the
22 one year period before Class Plaintiffs filed Notice with the LWDA of the intent to bring this action, in
23 an amount according to proof, as to those penalties that are otherwise only available to public agency
24 enforcement actions. Funds recovered will be distributed in accordance with the PAGA, with at least
25 65% of the penalties recovered being reimbursed to the State of California and the Labor and Workforce
26 Development Agency. Class Plaintiffs are also entitled to reasonable attorney's fees and costs, and 35%
27 of the recovered civil penalties, pursuant to Labor Code §2699(m). This claim under Labor Code §2699
28

1 and §2699.3 et seq., does not require class certification as it is brought pursuant to the Private Attorneys
2 General Act.

3
4 **PRAYER FOR RELIEF**

5 **WHEREFORE**, Plaintiffs pray:

6 1. That the Court issue an Order certifying the Classes herein, appointing the named
7 Plaintiff ZUNIGA-ORTIZ as representative of all others similarly situated, and appointing the law
8 firm(s) representing the named Plaintiff ZUNIGA-ORTIZ as counsel for the Class Plaintiffs;

9 **As to the First Cause of Action for Failure to Pay Wages:**

- 10 a. For recovery of the unpaid balance of the full amount of wages due and owing, according
11 to proof;
- 12 b. For prejudgment interest as allowed by Labor Code §§201, 226.7, 512, 558, 1182.12, 1194,
13 1194.2;
- 14 c. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §218.5 and/or
15 Labor Code §1194(a);

16 **As to the Second Cause of Action for Failure to Pay Minimum Wages:**

- 17 a. For recovery of the unpaid balance of the full amount of minimum wages due and owing,
18 according to proof;
- 19 b. For liquidated damages pursuant to Labor Code §1194;
- 20 c. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §1194;

21 **As to the Third Cause of Action for Failure to Pay Overtime Compensation:**

- 22 a. For recovery of the unpaid balance of the full amount of overtime wages due and owing,
23 according to proof;
- 24 b. For prejudgment interest as allowed by Labor Code §510;
- 25 c. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §218.5 and/or
26 Labor Code §1194(a);

27 **As to the Fourth Cause of Action for Failure to Pay Sick Pay:**

- 28 a. For all sick pay Class Plaintiffs are entitled to.

1 As to the Fifth Cause of Action for Failure to Authorize and Permit Rest Periods:

- 2 a. For one (1) hour of pay at the regular rate of compensation for each member of the Unpaid
3 Rest Period Class for each workday that a paid rest period was not provided;
4 b. For prejudgment interest as allowed by Labor Code §218.6 and Civil Code §3287;

5 As to the Sixth Cause of Action for Failure to Authorize and Permit Meal Periods:

- 6 a. For one (1) hour of pay at the regular rate of compensation for each member of the Unpaid
7 Meal Period Class for each workday that a meal period was not provided;
8 b. For prejudgment interest as allowed by Labor Code §218.6 and Civil Code §3287

9 As to the Seventh Cause of Action for Failure to Timely Furnish Accurate Itemized Wage

10 Statements:

- 11 a. For damages according to proof;
12 b. For recovery as authorized by Labor Code §226(e) and 226.3;
13 c. For an award of costs and reasonable attorneys' fees pursuant to Labor Code §226(e) and/or
14 §226(g);

15 As to the Eight Cause of Action for Derivative Violations of Labor Code §203:

- 16 a. For recovery as authorized by Labor Code §203;
17 b. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §203 and/or
18 Labor Code §1194(a);

19 As to the Ninth Cause of Action for Unfair Business Practices:

- 20 a. For an accounting, under the administration of Plaintiffs and/or the receiver and subject to
21 Court review, to determine the amount to be returned by Defendants, and the amounts to be
22 refunded to members of the Classes who are owed monies by Defendants;
23 b. For an Order requiring Defendants to identify each of the members of the Classes by name,
24 home address, home telephone number and, if available, email address;
25 c. For an Order requiring Defendants to make full restitution and payment pursuant to
26 California law;
27 d. For an Order for a preliminary and/or permanent injunction prohibiting Defendants from
28 engaging in the acts complained of herein;

- e. For all other appropriate injunctive, declaratory and equitable relief;
- f. For interest to the extent permitted by law;
- g. For an award of attorneys' fees and costs incurred in the investigation, filing and prosecution of this action pursuant to CCP §1021.5, B&PC §17200, et seq., Labor Code §1194 and/or any other applicable provision of law;

As to the Tenth Cause of Action for Derivative Violations of Labor Code §2699:

- a. For civil penalties pursuant to Labor Code §2699(f)(2)(A), in addition to and entirely independent and apart from other penalties in the Labor Code and for Labor Code violations without a specific penalty, in the amount of \$100 for each aggrieved employee per pay period;
- b. For civil penalties pursuant to Labor Code §2699(f)(2)(A), in the amount of \$25 for each aggrieved employee per pay period for violations of Labor Code §226(a) where Defendants provided itemized payroll statement during any of the pay periods at issue;
- c. For civil penalties pursuant to Labor Code §2699(f)(2)(B), in the amount of \$200 for each aggrieved employee per pay period for those violations where the court determines that the Defendants' conduct giving rise to the violation was malicious, fraudulent, or oppressive;
- d. For civil penalties pursuant to Labor Code §558, in addition to and entirely independent and apart from other penalties in the Labor code, as follows: (i) For any violation, fifty dollars (\$50) for each aggrieved underpaid employee for each pay period for the employee was underpaid, and an additional penalty amount sufficient to recover underpaid wages; (ii) For each subsequent violation, one hundred dollars (\$100) for each aggrieved underpaid employee for each pay period for which the employee was underpaid, and an additional penalty amount sufficient to recover the underpaid wages; and (iii) for these amounts to be paid to the aggrieved employees;
- e. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §2699(k)(1) and any other applicable statute;

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1 As to All Causes of Action:

- 2 a. For such relief as this Court may deem just and proper, including reasonable attorneys' fees
3 and costs incurred.
4

5 DATED: March 28, 2025

**LAW OFFICES OF RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION**

7 By: _____

8 Ramin R. Younessi, Esq.
9 Attorney for Plaintiffs
10 DENISE DYAR ZUNIGA-ORTIZ, on behalf
11 of herself, on behalf all others similarly
12 situated, and on behalf of all aggrieved
13 employees

13 **JURY TRIAL DEMANDED**

14 Plaintiffs demand trial of all issues by jury.

15 DATED: March 28, 2025

**LAW OFFICES OF RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION**

18 By: _____

19 Ramin R. Younessi, Esq.
20 Attorney for Plaintiffs
21 DENISE DYAR ZUNIGA-ORTIZ, on behalf
22 of herself, on behalf all others similarly
23 situated, and on behalf of all aggrieved
24 employees
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