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6 SOSSAN DJAHANBAKHS

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County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By D. Williams, Deputy Clerk

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

10 SOSSAN DJAHANBAKHS, an individual,

11 Plaintiff,

12 v.

13 P2S, INC., a California corporation; and DOES
14 1 through 20, inclusive,

15 Defendants.

Case No. 24STCV07510

COMPLAINT FOR PENALTIES:

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

DEMAND OVER \$35,000

[DEMAND FOR JURY TRIAL]

16
17 **COMES NOW PLAINTIFF, SOSSAN DJAHANBAKHS, and for causes of action against**
18 **the Defendants and each of them, alleges as follows:**

19
20 **JURISDICTION**

21 1. This Court is the proper court, and this action is properly filed in Los Angeles County,
22 because Defendants' obligations and liability arise therein, because Defendants maintain offices and
23 transact business within Los Angeles County, and because the work that is the subject of this action was
24 performed by Plaintiff in Los Angeles County.

25
26 **THE PARTIES**

27 2. Plaintiff, SOSSAN DJAHANBAKHS, is and at all times relevant hereto was a resident
28 of the County of Los Angeles, State of California.

1 3. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
2 hereto, Defendant P2S, INC. (hereinafter referred to as "P2S") was and is a California corporation doing
3 business at 5000 E. Spring Street, in the County of Los Angeles, State of California.

4 4. P2S is hereinafter referred to as "Employer."

5 5. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
6 hereto, Employers owned and operated a private consulting engineering, commissioning and construction
7 management firm.

8 6. At all times relevant herein, Employers and DOES 1-20 were Plaintiff's employers, joint
9 employers and/or special employers within the meaning of Government Code §§12926, subdivision (d),
10 12940, subdivisions (a),(h),(1), (h)(3)(A), and (i), and 12950, and regularly employ five (5) or more
11 persons and are therefore subject to the jurisdiction of this Court.

12 7. At all times relevant herein, Employers and DOES 1-20 were Plaintiff's employers, joint
13 employers and/or special employers within the meaning of the Labor Code and Industrial Welfare
14 Commission Order No. 4-2001 and are each an "employer or other person acting on behalf of an
15 employer" as such term is used in Labor Code sections 558 and 558.1, and liable to Plaintiff on that basis.

16 8. The true names and capacities, whether individual, corporate, associate, or otherwise, of
17 the Defendants named herein as DOES 1-20, inclusive, are unknown to Plaintiff at this time and therefore
18 said Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this complaint to
19 insert the true names and capacities of said Defendants when the same become known to Plaintiff.
20 Plaintiff is informed and believes, and based thereupon alleges, that each of the fictitiously named
21 Defendants is responsible for the wrongful acts alleged herein, and is therefore liable to Plaintiff as
22 alleged hereinafter.

23 9. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
24 hereto, Defendants, and each of them, were the agents, employees, managing agents, supervisors,
25 coconspirators, parent corporation, joint employers, alter egos, successors, and/or joint ventures of the
26 other Defendants, and each of them, and in doing the things alleged herein, were acting at least in part
27 within the course and scope of said agency, employment, conspiracy, joint employer, alter ego status,
28 successor status and/or joint venture and with the permission and consent of each of the other Defendants.

1 10. Plaintiff is informed and believes, and based thereupon alleges, that Defendants, and each
2 of them, including those defendants named as DOES 1-20 and the INDIVIDUAL DEFENDANTS, acted
3 in concert with one another to commit the wrongful acts alleged herein, and aided, abetted, incited,
4 compelled and/or coerced one another in the wrongful acts alleged herein, and/or attempted to do so,
5 including pursuant to Government Code §12940(i). Plaintiff is further informed and believes, and based
6 thereupon alleges, that Defendants, and each of them, including those defendants named as DOES 1-20
7 and the INDIVIDUAL DEFENDANTS, and each of them, formed and executed a conspiracy or common
8 plan pursuant to which they would commit the unlawful acts alleged herein, with all such acts alleged
9 herein done as part of and pursuant to said conspiracy, intended to cause and actually causing Plaintiff
10 harm.

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

14 **ALTER EGO, AGENCY, SUCCESSOR AND JOINT EMPLOYER**

15 12. Plaintiff is informed and believes, and based thereon alleges, that there exists such a unity
16 of interest and ownership between Employers and DOES 1-20 that the individuality and separateness of
17 defendants have ceased to exist.

18 13. Plaintiff is informed and believes, and based thereon alleges, that despite the formation of
19 purported corporate existence, Employers and DOES 1-20 are, in reality, one and the same, including,
20 but not limited to because:

21 a. Employers are completely dominated and controlled by one another and DOES 1-
22 20, who personally committed the frauds and violated the laws as set forth in this complaint, and who
23 have hidden and currently hide behind Defendants to perpetrate frauds, circumvent statutes, or
24 accomplish some other wrongful or inequitable purpose.

25 b. Employers and DOES 1-20 derive actual and significant monetary benefits by and
26 through one another's unlawful conduct, and by using one another as the funding source for their own
27 personal expenditures.
28

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

4 d. Employers do not comply with all requisite corporate formalities to maintain a
5 legal and separate corporate existence.

6 e. The business affairs of Employers and DOES 1-20 are, and at all times relevant
7 were, so mixed and intermingled that the same cannot reasonably be segregated, and the same are in
8 inextricable confusion. Employers are, and at all times relevant hereto were, used by one another and
9 DOES 1-20 as a mere shell and conduit for the conduct of certain of Defendants' affairs, and are, and
10 were, the alter ego of one another and DOES 1-20. The recognition of the separate existence of
11 Defendants would not promote justice, in that it would permit Defendants to insulate themselves from
12 liability to Plaintiff for violations of the Government Code and other statutory violations. The corporate
13 existence of Employers and DOES 1-20 should be disregarded in equity and for the ends of justice
14 because such disregard is necessary to avoid fraud and injustice to Plaintiff herein.

15 14. Accordingly, Employers constitute the alter ego of one another and DOES 1-20, and the
16 fiction of their separate corporate existence must be disregarded.

17 15. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
18 thereon alleges that Employers and DOES 1-20 are Plaintiff's joint employers by virtue of a joint
19 enterprise, and that Plaintiff was an employee of Employers and DOES 1-20. Plaintiff performed services
20 for each and every one of Defendants, and to the mutual benefit of all Defendants, and all Defendants
21 shared control of Plaintiff as an employee, either directly or indirectly, and the manner in which
22 Defendants' business was and is conducted.

23 16. Alternatively, Plaintiff is informed and believes and, based thereupon alleges, that as and
24 between DOES 1-20, Employers, or any of them, (1) there is an express or implied agreement of
25 assumption pursuant to which Employers and/or DOES 1-20 agreed to be liable for the debts of the other
26 Defendants, (2) the transaction between Employers and/or DOES 1-20 and the other Defendants amounts
27 to a consolidation or merger of the two corporations, (3) Employers and/or DOES 1-20 are a mere
28 continuation of the other Defendants, or (4) the transfer of assets to Employers and/or DOES 1-20 is for

1 the fraudulent purpose of escaping liability for Defendants' debts. Accordingly, Employers and/or DOES
2 1-20 are the successors of one or more of the other Defendants, and are liable on that basis.

3 4 FACTUAL ALLEGATIONS

5 17. On or about April 5, 2021, Employers hired Plaintiff to work as a Plumbing Design
6 Engineer. Plaintiff was a full-time, non-exempt employee, and performed all of Plaintiff's job duties
7 satisfactorily before Plaintiff was wrongfully terminated on or about September 20, 2023.

8 18. Between April 5, 2021 and approximately April 5, 2022, Plaintiff's hourly wage rate was
9 \$34.00. During this time period, Plaintiff's fixed schedule was five days per week, Monday through
10 Friday, for approximately 7 to 14 hours per day.

11 19. Between April 5, 2022 and approximately September 20, 2023, Plaintiff's hourly wage
12 rate was \$38.00. During this time period, Plaintiff's fixed schedule was five days per week, Monday
13 through Friday, for approximately 7 to 14 hours per day.

14 20. Throughout Plaintiff's employment, Plaintiff was not permitted to, and not advised of
15 Plaintiff's right to take statutory 10-minute rest breaks for every four hours worked or substantial portion
16 thereof.

17 21. Plaintiff was not provided with rest break premium pay of one hour at her then hourly rate
18 for every day upon which her rest breaks were not provided, as required by law.

19 22. As a result of the failure to provide requisite rest breaks or pay the premium, Plaintiff was
20 not provided with accurate and itemized wage statements, as required by law.

21 23. Further, Plaintiff was not paid the rest break premium wages that she had earned upon her
22 termination from employment on or about September 20, 2023.

23 24. Plaintiff is informed and believes, and thereupon alleges, that the failure to provide 10-
24 minute rest breaks to have been a common and widespread practice affecting hundreds, if not thousands,
25 of aggrieved employees during the relevant time period and that said practices are continuing to date.

26 25. Defendants' conduct described herein was undertaken, authorized, and/or ratified by
27 Defendants' officers, directors and/or managing agents, including, but not limited to HR Director Ann
28 Bonney, Zoltan Mezeitan, Artin Haroutunian and those identified herein as DOES 1 through 20, who

1 were authorized and empowered to make decisions that reflect and/or create policy for Defendants. The
2 aforementioned conduct of said managing agents and individuals was therefore undertaken on behalf of
3 Defendants who further had advanced knowledge of the actions and conduct of said individuals whose
4 actions and conduct were ratified, authorized, and approved by managing agents whose precise identities
5 are unknown to Plaintiff at this time and are therefore identified and designated herein as DOES 1 through
6 20, inclusive.

7
8 **FIRST CAUSE OF ACTION**
9 **FOR PRIVATE ATTORNEY GENERAL ACT**
10 **LABOR CODE §2699**
11 **AGAINST ALL DEFENDANTS**

12 26. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
13 though set forth in full herein.

14 27. Under Labor Code §2699, Plaintiff, as an aggrieved employee, may bring an action against
15 Defendants, on behalf of himself and other current or former employees, seeking statutory civil penalties
16 for Defendants' violations of the California Labor Code.

17 28. Plaintiff was an aggrieved employee within the meaning of Labor Code §§2699(c) and
18 2699.3(a), as Defendants have committed multiple California Labor Code violations against Plaintiff, as
19 previously pleaded in this Complaint.

20 29. On December 14, 2023, more than 65 calendar days before filing this Complaint, Plaintiff
21 provided written notice by certified mail to the Labor and Workforce Development Agency and to
22 Defendants of the specific provisions of the California Labor Code that Defendants violated, thereby
23 satisfying the requirements of Labor Code §2699.3(a). These violations included Labor Code §§ 201-
24 203, 226, 226.7, 1174, each of which is enumerated among the serious violations set forth in Labor Code
25 §2699.5.

26 30. As of the filing of this Complaint, Plaintiff has not received any response from the Labor
27 and Workforce Development Agency on its intent to pursue an action against Defendants. Consequently,
28 Plaintiff may now commence a civil action, pursuant to Labor Code §2699.3.

31. As a direct and proximate result of Defendants' California Labor Code violations as set forth in this Complaint, Plaintiff is entitled to civil penalties of \$100 for each aggrieved employee per pay period for initial violation of each Labor Code section pleaded above and occurring within the year immediately preceding the filing of the Complaint, and \$200 for each aggrieved employee per pay period for each subsequent violation, pursuant to Labor Code §2699(f), for those Labor Code sections not expressly providing for a penalty (201-203, 204, 226, 226.7, and civil penalties provided by the specific Labor Code sections that do expressly provide for a penalty, including 226.3 and 558 and any other penalties.

32. Plaintiff is also entitled to reasonable attorney's fees and costs, and 25% of the recovered civil penalties, pursuant to Labor Code §§2699(g)(1)-(i).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff seeks judgment against Defendants and each of them, in an amount according to proof as follows:

1. For statutory penalties.
2. For prejudgment interest on each of the foregoing at the legal rate from the date the obligation became due through the date of judgment in this matter.
3. For costs of suit, attorneys' fees, and expert witness fees pursuant to the Labor Code and/or any other basis;
4. For post-judgment interest; and
5. For any other relief that is just and proper.

DATED: March 25, 2024

LAW OFFICES OF RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION

By:

Ramin R. Younessi, Esq.
Attorney for Plaintiff
SOSSAN DJAHANBAKHSH

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JURY TRIAL DEMANDED

Plaintiff demands trial of all issues by jury.

DATED: March 25, 2024

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A PROFESSIONAL LAW CORPORATION**

By: _____

Ramin R. Younessi, Esq.
Attorney for Plaintiff
SOSSAN DJAHANBAKHSH