

1 Justian Jusuf – State Bar No. 201507
2 Email: jjusuf@jusuf-law.com
3 **LAW OFFICE OF JUSTIAN JUSUF, APC**
4 17011 Beach Blvd., Suite 900
5 Huntington Beach, California 92647
6 Phone: (714) 274-9815

7 Sahag Majarian II – State Bar No. 146621
8 Email: sahagii@aol.com
9 **LAW OFFICES OF SAHAG MAJARIAN II**
10 18250 Ventura Blvd.
11 Tarzana, California 91356
12 Phone: (818) 609-0807 / Fax: (818) 609-0892

13 Attorneys for Plaintiff MARISELA MORA,
14 individually and on behalf of others similarly situated

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **FOR THE COUNTY OF ORANGE**

17 MARISELA MORA, individually and on behalf)
18 of others similarly situated,)

19 Plaintiff,)

20 vs.)

21 DIAMOND ZB STAFFING SERVICES, LLC;)
22 CAPITAL LOGISTICS;)
23 JCR SERVICES, LLC; and)
24 DOES 1-50,)

25 Defendants.)

CASE NO.: 30-2019-01104920-CU-OE-CXC

CLASS ACTION

Assigned For All Purposes To:
Judge: Hon. Melissa R. McCormick
Dept.: CX104

SECOND AMENDED COMPLAINT FOR DAMAGES, RESTITUTION, CIVIL PENALTIES AND INJUNCTIVE RELIEF

1. Wage Statement Violation
2. Meal Break Violation
3. Rest Break Violation
4. Failure to Reimburse Work Expenses
5. Violation of Business & Professions Code § 17200, *et seq.*
6. PAGA (Wage Statement Violation)
7. PAGA (Meal Break Violation)
8. PAGA (Rest Break Violation)
9. PAGA (Failure to Reimburse Work Expense)
10. PAGA (Unreasonably High Temperature Work Area)

Complaint Filed: October 16, 2019

Case stayed:
from October 8, 2020 to April 4, 2022 and
from January 6, 2023 to February 16, 2023

1 Plaintiff MARISELA MORA (“Plaintiff”) alleges, based on information that leads Plaintiff
2 to believe that the allegations to be true, as follows:

3 **INTRODUCTORY STATEMENT**

4 1. On October 1, 2019, Plaintiff gave the Labor and Workforce Development Agency
5 (“LWDA”) a pre-filing notice of claims under the Labor Code Private Attorneys General Act
6 (“PAGA”), copy of which is attached hereto as **Exhibit A** and incorporated fully herein by this
7 reference, and paid the \$75 filing fee.

8 2. On October 16, 2019, Plaintiff commenced this action by filing a class action
9 complaint against Defendants DIAMOND ZB STAFFING SERVICES, LLC, CAPITAL
10 LOGISTICS, JCR SERVICES, LLC, and DOEs 1 to 50.

11 3. On December 18, 2019, Plaintiff filed the First Amended Complaint (ROA 18),
12 adding causes of action for civil penalties under PAGA.

13 4. This Second Amended Complaint is filed pursuant to the February 29, 2024 Order
14 sustaining in part and overruling in part the demurrers of Defendants VERONICA LAKE
15 (previously sued as DOE 1), DIAMOND PEO (previously sued as DOE 2), BZ RESOURCES
16 (previously sued as DOE 3), VL BEST PEO (previously sued as DOE 4), and SKYHIGH PEO
17 (previously sued as DOE 5) to the First Amended Complaint.

18 **GENERAL ALLEGATIONS**

19 5. Defendant DIAMOND ZB STAFFING SERVICES, LLC (“DIAMOND ZB”) is a
20 business organization, with a principal office in Orange County, California.

21 6. Defendant CAPITAL LOGISTICS is a business organization, form unknown.

22 7. Defendant JCR SERVICES, LLC (“JCR SERVICES”) is a business organization,
23 form unknown.

24 8. Defendant VERONICA LAKE is a person, also known as VERONICA G LAKE,
25 and also known as KAREN JEAN WRIGHT.

26 9. Defendant DIAMOND PEO is a business organization, form unknown.

27 10. Defendant BZ RESOURCES is a business organization, form unknown.

28 11. Defendant VL BEST PEO, also known as VL PEO, is a business organization,

1 form unknown.

2 12. Defendant SKYHIGH PEO is a business organization, form unknown.

3 13. Plaintiff was an employee of Defendant DIAMOND ZB, and she was assigned to
4 work for Defendant CAPITAL LOGISTICS at its warehouse facility located at 22000 Opportunity
5 Way, Riverside, California 92518. Plaintiff was an employee of Defendant DIAMOND ZB while
6 working at the warehouse facility located at 22000 Opportunity Way, Riverside, California 92518.

7 14. In or around the later part of July 2019, Plaintiff and other employees from
8 Defendant DIAMOND ZB working for Defendant CAPITAL LOGISTICS at its location at 22000
9 Opportunity Way, Riverside, California 92518 became employees of Defendant JCR SERVICES.
10 Defendant CAPITAL LOGISTICS continued to be their employer.

11 15. Plaintiff is unaware of the true names, capacities, relationships, and extent of
12 participation in the conduct alleged herein, of the defendants sued as DOES 6 through 50, but is
13 informed and believes and thereon alleges that said defendants are legally responsible for the
14 wrongful conduct alleged herein and therefore sues these defendants by such fictitious names.
15 Plaintiff will seek leave to amend this complaint when their true names and capacities are
16 ascertained.

17 16. Each defendant, directly or indirectly, or through agents or other persons, employed
18 Plaintiff and other members of the class, and exercised control over their wages, hours, and
19 working conditions. Each defendant acted in all respects pertinent to this action as the agent of the
20 other defendants, carried out a joint scheme, business plan or policy in all respects pertinent
21 hereto, and the acts of each defendant are legally attributable to the other defendants.

22 17. Plaintiff is informed and believes and thereon alleges that at all times relevant to
23 this action, Defendant VERONICA LAKE was (and is) the owner of Defendants DIAMOND ZB,
24 DIAMOND PEO, BZ RESOURCES, VL BEST PEO, SKYHIGH PEO, and DOEs 6 to 10.

25 18. Plaintiff is informed and believes and thereon alleges that DIAMOND ZB,
26 DIAMOND PEO, BZ RESOURCES, VL BEST PEO, SKYHIGH PEO, and DOEs 6 to 10 used
27 the same offices and employees, commingled funds and assets, operated with integrated resources
28 and centralized control of labor relations, and were under common control and ownership of

1 VERONICA LAKE such that each of those entities was merely an instrumentality, agency,
2 conduit, or adjunct to each other in a single business enterprise in pursuit of a single business
3 purpose, and the adherence to the fiction of the separate existence of each of those entities would
4 result in inequity and injustice.

5 19. Plaintiff is informed and believes and thereon alleges that at all times relevant to
6 this action, DIAMOND ZB, DIAMOND PEO, BZ RESOURCES, VL BEST PEO, SKYHIGH
7 PEO, and DOEs 6 to 10 were (and are) the alter egos of VERONICA LAKE who (a) controlled
8 and dominated the business and affairs of DIAMOND ZB, DIAMOND PEO, BZ RESOURCES,
9 VL BEST PEO, SKYHIGH PEO, and DOEs 6 to 10, (b) commingled the funds and assets among
10 those entities and with her personal funds and assets, (c) diverted corporate funds and assets for
11 her own personal use, (d) failed to maintained minutes and adequate corporate records, (e) failed
12 to adhere to corporate formalities, (f) inadequately capitalized those corporate entities, (g) held
13 herself out as personally liable for the debts of those entities, (h) used the corporate entities as
14 mere shells, instrumentalities, or conduits, (i) manipulated the assets and liabilities between the
15 corporate entities, (j) used corporate entities to conceal her ownership and financial interests, and
16 (k) had control over this litigation, by selecting counsel, receiving legal bills, reviewing pleadings,
17 verifying discovery response, and consulting on strategy decisions.

18 20. Plaintiff is informed and believes and thereon alleges that in year 2019, the year
19 this action was filed, Defendant VERONICA LAKE diverted, or caused to be diverted, the funds
20 and assets of Defendant DIAMOND ZB to other entities under her ownership and control, or to
21 herself, leaving Defendant DIAMOND ZB with no money to pay judgment in this action.

22 21. Plaintiff is informed and believes and thereon alleges that at all times relevant to
23 this action, there was a unity of interest and ownership between Defendants DIAMOND ZB,
24 DIAMOND PEO, BZ RESOURCES, VL BEST PEO, SKYHIGH PEO, and DOEs 6 to 10 and
25 Defendant VERONICA LAKE such that the separate personalities of those entities and
26 VERONICA LAKE did not (and do not) in reality exist, and the adherence to the fiction of the
27 separate existence of Defendants DIAMOND ZB, DIAMOND PEO, BZ RESOURCES, VL BEST
28 PEO, SKYHIGH PEO, and DOEs 6 to 10 and Defendant VERONICA LAKE would result in

1 inequity and injustice.

2 22. Defendants DIAMOND ZB and DOES 1-10 printed the full nine digits of the social
3 security numbers of Plaintiff and other employees on their respective wage statements, in violation
4 of Labor Code § 226(a)(7).

5 23. Defendants regularly failed to provide Plaintiff and other employees working at
6 Capital Logistics facility at 22000 Opportunity Way, Riverside, California 92518, a first meal
7 break that commences within the first five hours of work, and failed to pay them meal break
8 premium due under Labor Code § 226.7.

9 24. Defendants regularly failed to provide Plaintiff and other employees working at
10 Capital Logistics facility at 22000 Opportunity Way, Riverside, California 92518, rest breaks, and
11 failed to pay them premium wage due under Labor Code § 226.7.

12 25. Plaintiff and other employees working at Capital Logistics facility at 22000
13 Opportunity Way, Riverside, California 92518, purchased cutting blades to perform their work,
14 but Defendants failed to reimburse them for the cost, in violation of Labor Code § 2802.

15 **CLASS ACTION ALLEGATIONS**

16 26. Plaintiff brings this action on behalf of herself and all others similarly situated
17 current and former employees of Defendants as a class action pursuant to Section 382 of the Code
18 of Civil Procedure. Plaintiff seeks to represent the following Classes of current and former
19 employees, currently defined as follows:

20 **Diamond ZB Staffing Wage Statement Class:** Any and all persons who have been
21 employed by Diamond ZB Staffing, LLC in California at any time during the
22 applicable statute of limitations period.

23 **Capital Logistics Class:** Any and all persons who have been employed by
24 Defendant Capital Logistics, whether directly or through Diamond ZB Staffing
25 Services LLC, JCR Services LLC, or any other staffing agencies, as non-exempt
26 employees and worked at Capital Logistics facility located at 22000 Opportunity
27 Way, Riverside, California 92518 at any time during the applicable statute of
28 limitations period.

1 27. Plaintiff reserves the right under California Rule of Court 3.765(b) and other
2 applicable law to amend or modify the class definitions with respect to issues or in any other
3 ways.

4 28. Plaintiff is a member of and the named representative of each of the Classes.

5 29. There is a well-defined community of interest in the litigation.

6 30. Numerosity. The members of the Class are so numerous that individual joinder of
7 all of them as plaintiffs is impracticable. While the exact number of the Class members is
8 unknown to Plaintiff at this time, Plaintiff estimates there are approximately 1,000 Class members.

9 31. Commonality. Common questions of law and fact exist as to all Class members
10 and predominate over any questions that affect only individual members of the Class. These
11 common questions include, but are not limited to:

12 a) Whether Defendant DIAMOND ZB printed the full nine digits of its
13 employees' social security numbers on their wage statements. If so, whether the
14 violation of Labor Code § 226(a)(7) was "knowing and intentional" within the
15 meaning of the statute.

16 b) Whether Defendants complied with the obligation to provide meal breaks
17 under California law.

18 c) Whether Defendants complied with the obligation to provide rest breaks
19 under California law.

20 d) Whether Defendants have a policy and procedure for paying premium wage
21 due under Labor Code § 226.7.

22 e) Whether Defendants indemnify its employees for work expenses.

23 f) Whether Defendants violated the Unfair Competition Law, Business &
24 Professions Code § 17200, et seq., by engaging in the conduct alleged in this
25 complaint.

26 g) Whether injunctive relief is appropriate to ensure Defendants' compliance
27 with the requirements of the Labor Code with respect to members of the Class who
28 are still currently employed by Defendants.

1 Diamond ZB Staffing Wage Statement Class on their respective wage statements.

2 38. As a result of this knowing and intentional failure to provide Code compliant wage
3 statements, Plaintiff and other members of the Diamond ZB Staffing Wage Statement Class are
4 entitled to recover the greater of their actual damages or statutory damages, and reasonable
5 attorney's fees and costs, pursuant to Labor Code § 226(e).

6 **SECOND CAUSE OF ACTION**

7 **FAILURE TO PROVIDE MEAL PERIODS**

8 **(Class Action Against All Defendants)**

9 39. Plaintiff incorporates the preceding paragraphs.

10 40. Labor Code § 512 and the Wage Orders require every employer to provide a first
11 meal period within the first five hours of work. Labor Code § 226.7 requires employer to pay
12 meal break premium for each day a timely meal break is not provided.

13 41. Defendants regularly failed to provide timely meal breaks, and failed to pay the
14 meal break premiums in lieu thereof.

15 42. As a result of Defendants' failure to comply with their obligations under the Wage
16 Order, Plaintiff and other members of the Capital Logistics Class have suffered damages in an
17 amount, subject to proof, to the extent they were not paid additional pay owed for Defendants'
18 failure to provide meal periods as required by the law.

19 **THIRD CAUSE OF ACTION**

20 **FAILURE TO PROVIDE REST PERIODS**

21 **(Class Action Against All Defendants)**

22 43. Plaintiff incorporates the preceding paragraphs.

23 44. Defendants regularly failed to provide Plaintiff and other members of the Capital
24 Logistics Class duty-free rest time of 10 minutes for shifts that lasted from 3.5 to 6.0 hours in
25 length, 20 minutes for shifts of more than 6.0 hours up to 10.0 hours, and failed to pay each of
26 them the rest break premium due under Labor Code § 226.7 for each work day in which
27 Defendants failed to provide such rest periods.

28 45. As a result of Defendants' failure to comply with their obligations under the Labor

1 Code and the Wage Order(s), Plaintiff and other members of the Capital Logistics Class have
2 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay
3 owed for Defendants' failure to provide rest periods as required by law.

4 **FOURTH CAUSE OF ACTION**

5 **FAILURE TO INDEMNIFY EMPLOYEES FOR WORK EXPENSES**

6 **(Class Action Against All Defendants)**

7 46. Plaintiff incorporates the preceding paragraphs.

8 47. Labor Code § 2802 provides, in relevant part, that "An employer shall indemnify
9 his or her employee for all necessary expenditures or losses incurred by the employee in direct
10 consequence of the discharge of his or her duties"

11 48. As a result of Defendants' failure to indemnify Plaintiff and other members of the
12 Capital Logistics Class, as alleged herein, Plaintiff and other members of the class have suffered
13 damages in an amount, subject to proof.

14 49. Pursuant to Labor Code § 2802(b) and (c), Plaintiff and other members of the
15 Capital Logistics Class are entitled to recover expenses and losses they incurred for purchasing
16 cutting blades for work, prejudgment interest, and reasonable attorneys' fees and costs of suit.

17 **FIFTH CAUSE OF ACTION**

18 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200, ET SEQ.**

19 **(Class Action By the Class Against All Defendants)**

20 50. Plaintiff incorporates the preceding paragraphs.

21 51. The unlawful conduct of Defendants alleged herein constitutes unfair competition
22 within the meaning of Business & Professions Code § 17200, et seq. Due to their unlawful and
23 unfair business practices in violation of the Labor Code, Defendants have gained a competitive
24 advantage over other comparable companies doing business in the State of California that comply
25 with their obligations to properly pay employees for all earned wages as required by law.

26 52. As a result of Defendants' unfair competition as alleged herein, Plaintiff and other
27 members of the Class have suffered injury in fact and lost money or property. Plaintiff and other
28 members of the Class have been deprived of their rights to wages due as alleged herein.

1 53. Pursuant to Business & Professions Code § 17203, Plaintiff and other members of
2 the Class are entitled to restitution of all wages and other monies owed and belonging to them,
3 including interest thereon, that Defendant wrongfully withheld from them and retained for itself by
4 means of its unlawful and unfair business practices.

5 54. Pursuant to Business & Professions Code § 17203, Plaintiff and other members of
6 the Class are entitled to an injunctive relief to prevent the continuance of Defendants’ unlawful
7 and unfair business practices.

8 55. Plaintiff and other members of the Class are entitled to recover reasonable
9 attorneys’ fees pursuant to Code of Civil Procedure § 1021.5, the substantial benefit doctrine,
10 and/or the common fund doctrine.

11 **SETTLEMENT AND DISMISSAL OF**
12 **PLAINTIFF’S INDIVIDUAL CLAIMS AGAINST DEFENDANT DIAMOND ZB**

13 56. On July 31, 2020, Defendant DIAMOND ZB filed a motion to compel arbitration
14 of Plaintiff’s individual claims. On October 8, 2020, the Court granted the motion, and stayed this
15 action in its entirety. In and around December 2021, Plaintiff and Defendant DIAMOND ZB
16 reached a settlement of Plaintiff’s individual claims asserted against Defendant DIAMOND ZB,
17 upon the terms and conditions set forth in the Settlement Agreement And Release Of Claims
18 (“December 2021 Individual Settlement”), a copy of which is attached hereto as **Exhibit B**.

19 57. Pursuant to the December 2021 Individual Settlement, on December 7, 2021,
20 Defendant DIAMOND ZB paid the amounts due under the settlement with funds drawn out of a
21 bank account that Plaintiff is informed and believes to belong to Defendant DIAMOND PEO.

22 58. Pursuant to the December 2021 Individual Settlement, Plaintiff and Defendant
23 DIAMOND ZB submitted a stipulation and proposed order for the dismissal of Plaintiff’s
24 individual claims against Defendant DIAMOND ZB, which was signed into order by the Court on
25 January 3, 2022. Pursuant to the January 3, 2022 Stipulation And Order Of Dismissal Of Plaintiff
26 Marisela Mora’s Individual Claims Against Defendant Diamond ZB Staffing Services, LLC, a
27 copy of which is attached hereto as **Exhibit C** and incorporated fully herein by this reference, the
28 class claims alleged against Defendant DIAMOND ZB in the First Amended Complaint, which

1 are the same as those alleged in this Second Amended Complaint, are deemed stricken. (See
2 Exhibit C: 1/3/2022 Stipulation and Order, 3:4-5)

3 59. On April 4, 2022, the Court lifted the stay on the action.

4 60. On June 6, 2023, the Court stayed this action for a second time, upon an ex parte
5 application of Defendant DIAMOND ZB, in connection with its then-pending motion to compel
6 arbitration of PAGA claims. Subsequently, Defendant DIAMOND ZB withdrew its motion to
7 compel arbitration of PAGA claims. The stay expired on its own terms on February 16, 2023.

8 PAGA ALLEGATIONS

9 61. Plaintiff asserts causes of action for civil penalties and other relief available under
10 the Labor Code Private Attorneys General Act (“PAGA”), Labor Code § 2698, *et seq.*

11 62. Pursuant to Labor Code § 2699.3, on October 1, 2019, Plaintiff gave the Labor and
12 Workforce Development Agency (“LWDA”) a PAGA claim notice, a copy of which is attached
13 hereto as **Exhibit A** and incorporated fully herein by this reference, and paid the \$75 filing fee.

14 63. The 65-day period prescribed by Labor Code § 2699.3, within which the LWDA
15 must decide whether to open its own investigation expired on December 5, 2019. The LWDA has
16 provided no notice of its intention to open its own investigation. Pursuant to PAGA, Plaintiff is
17 therefore authorized to seek civil penalties as a private attorney general.

18 SIXTH CAUSE OF ACTION

19 **PAGA – WAGE STATEMENT VIOLATION**

20 **(Representative Suit Against Defendants DIAMOND ZB and DOEs 1-10)**

21 64. Plaintiff incorporates the preceding paragraphs.

22 65. The legal claim for civil penalties under PAGA as to this Cause of Action is
23 asserted against Defendants DIAMOND ZB, VERONICA LAKE, and DOEs 6 through 10.

24 66. The equitable claim for collection of judgment as to this Cause of Action is
25 asserted against DIAMOND ZB, VERONICA LAKE, DIAMOND PEO, BZ RESOURCES, VL
26 BEST PEO, SKYHIGH PEO, and DOEs 6 through 10, based on the “single business enterprise”
27 and “alter ego” theories of liability, as alleged above.

28 67. Labor Code § 226(a) provides, in relevant part: “An employer, semimonthly or at

1 the time of each payment of wages, shall furnish to his or her employee, either as a detachable part
2 of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by
3 personal check or cash, an accurate itemized statement in writing showing . . . (7) the name of the
4 employee and only the last four digits of his or her social security number or an employee
5 identification number other than a social security number”

6 68. In violation of Labor Code § 226(a)(7), Defendants DIAMOND ZB and DOES 1-
7 10 printed the full nine digits of the social security numbers of Plaintiff and other employees on
8 their respective wage statements.

9 69. Based on Defendant DIAMOND ZB's Supplemental Response to Plaintiff's
10 Special Interrogatory No. 20 (Set Two), dated March 2, 2023, a copy of which is attached hereto
11 as **Exhibit D**, Defendant DIAMOND ZB furnished wage statements that show the full nine digits
12 of its employees' social security numbers to 1,244 employees in California for the period from
13 October 1, 2018 to December 31, 2021.

14 70. On June 15, 2023, the Court granted Plaintiff's motion for summary adjudication of
15 liability against Defendant DIAMOND ZB as to the Sixth Cause of Action for civil penalties
16 under PAGA, based on violation of Labor Code § 226(a)(7). A copy of the June 15, 2023 Order is
17 attached hereto as **Exhibit E**, and incorporated fully herein by this reference.

18 71. Based on Defendant DIAMOND ZB's Further Supplemental Response to
19 Plaintiff's Special Interrogatory No. 19 (Set Two), dated April 27, 2023, a copy of which is
20 attached hereto as **Exhibit F**, Defendant DIAMOND ZB furnished its employees in California a
21 total of 9,643 wage statements that show the full nine digits of the employees' social security
22 numbers for the period from October 1, 2018 to December 31, 2021.

23 72. Under *Raines v. Coastal Pacific Food Distributors, Inc.* (2018) 23 Cal.App.5th
24 667, the maximum civil penalty under PAGA for those violations is \$2,410,750, calculated as
25 follows: 9,643 incompliant wage statements x \$250 per employee per violation, as provided in
26 Labor Code § 226.3.

27 73. Plaintiff and other aggrieved employees are entitled to recover civil penalties and
28 all other relief available under PAGA.

1 **SEVENTH CAUSE OF ACTION**

2 **PAGA – MEAL BREAK VIOLATION**

3 **(Representative Suit Against All Defendants)**

4 74. Plaintiff incorporates the preceding paragraphs.

5 75. The legal claim for civil penalties under PAGA as to this Cause of Action is
6 asserted against Defendants DIAMOND ZB, CAPITAL LOGISTICS, JCR SERVICES,
7 VERONICA LAKE, and DOEs 6 through 50.

8 76. The equitable claim for collection of judgment as to this Cause of Action is
9 asserted against DIAMOND ZB, VERONICA LAKE, DIAMOND PEO, BZ RESOURCES, VL
10 BEST PEO, SKYHIGH PEO, and DOEs 6 through 10, based on the “single business enterprise”
11 and “alter ego” theories of liability, as alleged above.

12 77. Labor Code § 512 and the Wage Orders require every employer to provide a first
13 meal period within the first five hours of work. Labor Code § 226.7 requires employer to pay
14 meal break premium for each day a timely meal break is not provided.

15 78. Defendants violated the statutory provisions by regularly failing to provide timely
16 meal breaks to Plaintiff and other employees, and failed to pay the meal break premiums in lieu
17 thereof.

18 79. Plaintiff and other aggrieved employees are entitled to recover civil penalties and
19 all other relief available under PAGA.

20 **EIGHTH CAUSE OF ACTION**

21 **PAGA – REST BREAK VIOLATION**

22 **(Representative Suit Against All Defendants)**

23 80. Plaintiff incorporates the preceding paragraphs.

24 81. The legal claim for civil penalties under PAGA as to this Cause of Action is
25 asserted against Defendants DIAMOND ZB, CAPITAL LOGISTICS, JCR SERVICES,
26 VERONICA LAKE, and DOEs 6 through 50.

27 82. The equitable claim for collection of judgment as to this Cause of Action is
28 asserted against DIAMOND ZB, VERONICA LAKE, DIAMOND PEO, BZ RESOURCES, VL

1 BEST PEO, SKYHIGH PEO, and DOEs 6 through 10, based on the “single business enterprise”
2 and “alter ego” theories of liability, as alleged above.

3 83. Defendants regularly failed to provide Plaintiff and other employees a duty-free
4 rest time of 10 minutes for shifts that lasted from 3.5 to 6.0 hours in length, 20 minutes for shifts
5 of more than 6.0 hours up to 10.0 hours, and failed to pay each of them the rest break premium
6 due under Labor Code § 226.7 for each work day in which Defendants failed to provide such rest
7 periods.

8 84. Plaintiff and other aggrieved employees are entitled to recover civil penalties and
9 all other relief available under PAGA.

10 **NINTH CAUSE OF ACTION**

11 **PAGA – LABOR CODE § 2802 VIOLATION**

12 **(Representative Suit Against All Defendants)**

13 85. Plaintiff incorporates the preceding paragraphs.

14 86. The legal claim for civil penalties under PAGA as to this Cause of Action is
15 asserted against Defendants DIAMOND ZB, CAPITAL LOGISTICS, JCR SERVICES,
16 VERONICA LAKE, and DOEs 6 through 50.

17 87. The equitable claim for collection of judgment as to this Cause of Action is
18 asserted against DIAMOND ZB, VERONICA LAKE, DIAMOND PEO, BZ RESOURCES, VL
19 BEST PEO, SKYHIGH PEO, and DOEs 6 through 10, based on the “single business enterprise”
20 and “alter ego” theories of liability, as alleged above.

21 88. Labor Code § 2802 provides, in relevant part, that “An employer shall indemnify
22 his or her employee for all necessary expenditures or losses incurred by the employee in direct
23 consequence of the discharge of his or her duties”

24 89. Defendants failed to reimburse Plaintiff and other employees for the costs of
25 buying cutting blades and other tools they used for work.

26 90. Plaintiff and other aggrieved employees are entitled to recover civil penalties and
27 all other relief available under PAGA.

28 ///

1 **TENTH CAUSE OF ACTION**

2 **PAGA – UNREASONABLY HIGH TEMPERATURE AT WORK AREAS**

3 **(Representative Suit Against All Defendants)**

4 91. Plaintiff incorporates the preceding paragraphs.

5 92. The legal claim for civil penalties under PAGA as to this Cause of Action is
6 asserted against Defendants DIAMOND ZB, CAPITAL LOGISTICS, JCR SERVICES,
7 VERONICA LAKE, and DOEs 6 through 50.

8 93. The equitable claim for collection of judgment as to this Cause of Action is
9 asserted against DIAMOND ZB, VERONICA LAKE, DIAMOND PEO, BZ RESOURCES, VL
10 BEST PEO, SKYHIGH PEO, and DOEs 6 through 10, based on the “single business enterprise”
11 and “alter ego” theories of liability, as alleged above.

12 94. Section 15 of Wage Order 7 provides, in relevant part: “The temperature
13 maintained in each work area shall provide reasonable comfort consistent with industry-wide
14 standards for the nature of the process and the work performed.”

15 95. The temperature at Capital Logistics facility in Riverside, California, where
16 Plaintiff and other employees worked regularly exceeded 80 degrees Fahrenheit. In violation
17 of the obligation under Section 15 of Wage Order 7, Defendants failed to take necessary steps
18 to reduce the temperature to provide a reasonable comfort to Plaintiff and other employees.

19 96. Plaintiff and other aggrieved employees are entitled to recover civil penalties and
20 all other relief available under PAGA.

21 **PRAYER**

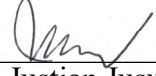
22 WHEREFORE, Plaintiffs on behalf of themselves and all others similarly situated, pray for
23 relief and judgment against Defendants, jointly and severally, as follows:

- 24 A. For certification of this action as a class action;
- 25 B. For appointment of Plaintiff as the representative of the Class;
- 26 C. For appointment of counsel for Plaintiff as Class counsel;
- 27 D. For remedies provided under Labor Code § 226(e) and (f);
- 28 E. For remedies provided under Labor Code § 226.7;

- 1 F. For indemnification and other remedies provided under Labor Code § 2802;
- 2 G. For restitutions of moneys wrongfully withheld;
- 3 H. For civil penalties under PAGA;
- 4 I. For prejudgment interest;
- 5 J. For injunctive relief;
- 6 K. For reasonable attorneys' fees under Labor Code §§ 226(e), 2699(g), 2802, and
- 7 Code of Civil Procedure § 1021.5;
- 8 L. For costs of suit; and
- 9 M. For such other relief the Court deems just and proper.

10 Dated: March 12, 2024

LAW OFFICE OF JUSTIAN JUSUF, APC

By: 
Justian Jusuf

Attorneys for Plaintiff MARISELA MORA,
individually and on behalf of others similarly
situated

28

Exhibit A

LAW OFFICE OF JUSTIAN JUSUF
A PROFESSIONAL CORPORATION
17011 Beach Blvd., Suite 900 • Huntington Beach, California 92647
Phone (714) 274-9815 • Fax (714) 362-3148

October 1, 2019

California Labor & Workforce Development Agency
Electronic Filing:

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

Re: *Marisela Mora v. Diamond ZB Staffing Services LLC, Capital Logistics, and
JCR Services LLC*

To Whom It May Concern:

This office represents Ms. Marisela Mora, also known as Marisela Moranieto (“Plaintiff”), a former employee of Defendants Diamond ZB Staffing Services, LLC (“Diamond ZB Staffing”), Capital Logistics, and JCR Services, LLC (“JCR”) (hereinafter these Defendants are collectively referred to as “Defendants”).

This letter is sent pursuant to Labor Code § 2699.3, for purposes of bringing a civil action by Plaintiff, on behalf of himself and all other similarly situated current and former employees of Defendants, to seek civil penalties against Defendants for violations of Labor Code, pursuant to the Labor Code Private Attorneys General Act (“PAGA”), Labor Code § 2698, *et seq.*

VIOLATION OF LABOR CODE SECTION 226(a)

Labor Code § 226(a) provides in relevant part: “An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing . . . (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number”

In violation of this statutory requirement, Defendant Diamond ZB showed the full nine digits of the social security numbers of its employees on their wage statements. The “aggrieved employees” for the PAGA claim based on violation of Labor Code § 226(a)(7) include Plaintiff and all current and former employees of Defendant Diamond ZB Staffing in California whose wage statements show the full nine digits of their social security numbers.

MEAL BREAK VIOLATION

Section 11 of Wage Order 7 provides, in relevant part: “(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the employer and employee.” It further provides: “(B) An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.” California law requires that a first meal period must be provided within the first five hours of work. *Brinker v. Sup. Ct.* (2012) 53 Cal.4th 1004, 1049 (“Under the wage order, as under the statute, an employer’s obligation is to provide a first meal period after no more than five hours of work and a second meal period after no more than 10 hours of work.”)

Labor Code § 226.7(c) provides that “[i]f an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited 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, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”

Defendants regularly failed to provide Plaintiff and other employees working at Capital Logistics facility in Riverside, California with meal periods in accordance with Section 11 of the Wage Order, and failed to pay them the meal break premiums due under Labor Code § 226.7 in lieu thereof. The timing of when Plaintiff and other employees could take a meal break was controlled by their supervisors, and the supervisors regularly failed to allow employees under their supervision to take a first meal break within the first five hours of work. Defendants failed to pay Plaintiff and other employees the meal break premium required by Labor Code § 226.7. As such Defendants violated the meal break requirements under the Wage Order, and violated the premium pay requirement under Labor Code § 226.7. The “aggrieved employees” for the meal break violations include Plaintiff and all other current and former employees of Defendants who worked at Capital Logistics facility in Riverside, California and were deprived of one or more timely meal breaks.

REST BREAK VIOLATION

Section 12 of Wage Order 7 provides, in relevant part: “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 the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.” The California Supreme Court has instructed that “Employees are entitled to 10 minutes rest for shifts from three and one-half to six hours in length, 20 minutes for

shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.” *Brinker v. Superior Court* (2012) 53 Cal.4th 1004, 1029.

Labor Code § 226.7(c) provides: “If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited 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, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”

Defendants regularly failed to provide Plaintiff and other employees working at Capital Logistics facility in Riverside, California with rest periods in accordance with the requirements under the Wage Order, and failed to pay them the rest break premiums due under Labor Code § 226.7 in lieu thereof. Whether or not Plaintiff and those other employees could take a rest break was controlled by their supervisors, and the supervisors regularly failed to allow employees under their supervision to take more than one rest break for a shift that lasted more than six hours. As such Defendants violated the rest break requirements under the Wage Order, and violated the premium pay requirement under Labor Code § 226.7. The “aggrieved employees” for the rest break violations include Plaintiff and all other current and former employees of Defendants who worked at Capital Logistics facility in Riverside, California and were deprived of rest breaks in accordance with the Wage Order.

VIOLATION OF LABOR CODE SECTION 2802

Under Labor Code § 2802, “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer....”

In order to perform their job duties which included opening boxes and other work related tasks, Plaintiff and many other employees of Defendants who worked at Defendant Capital Logistics facility in Riverside, California purchased cutting blades, and Defendants failed to reimburse them for the costs of buying those blades, in violation of Labor Code § 2802. The “aggrieved employees” for the violation of Labor Code § 2802 include Plaintiffs and all other current and former employees of Defendants who worked at Capital Logistics facility in Riverside, California, and purchased cutting blades and other tools for work without being reimbursed.

HIGH TEMPERATURE AT WORK AREAS

Section 15 of Wage Order 7 provides, in relevant part: “The temperature maintained in each work area shall provide reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed.”

The temperature at Capital Logistics facility in Riverside, California, where Plaintiff and other employees worked regularly exceeded 80 degrees Fahrenheit. In violation of the obligation under Section 15 of Wage Order 7, Defendants failed to take necessary steps to reduce the temperature to provide a reasonable comfort to Plaintiff and other employees. The “aggrieved employees” for the PAGA claim based on violation of Section 15 of Wage Order 7 include Plaintiff and other current and former employees of Defendants who worked at Capital Logistics facility in Riverside, California.

PAGA CLAIM

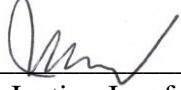
Plaintiff intends to bring a civil action for civil penalties pursuant to the PAGA regarding the foregoing Labor Code violations.

Pursuant to Labor Code § 2699.3(a)(2)(A), please advise within 60 calendar days of this notice whether the LWDA intends to investigate the violations alleged above. We understand that if we do not receive a response within 65 calendar days of this notice that the LWDA intends to investigate these allegations, Plaintiff may a civil action to seek civil penalties under PAGA, pursuant to Labor Code § 2699.

Plaintiff also intends to seek civil penalties against all those persons who may be liable under Labor Code § 558.1(a), which provides: “Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.” Under Labor Code § 558.1(b), “For purposes of this section, the term “other person acting on behalf of an employer” is limited to a natural person who is an owner, director, officer, or managing agent of the employer, and the term “managing agent” has the same meaning as in subdivision (b) of Section 3294 of the Civil Code.”

Very truly yours,

LAW OFFICE OF JUSTIAN JUSUF, APC

By:  _____
Justian Jusuf

VIA CERTIFIED MAIL:

Diamond ZB Staffing Services, LLC
27442 Calle Arroyo, Suite A
San Juan Capistrano, CA 92675

Capital Logistics
22000 Opportunity Way
Riverside, CA 92518

JCR Services, LLC
6121 Rustic Lane
Riverside, CA 92806

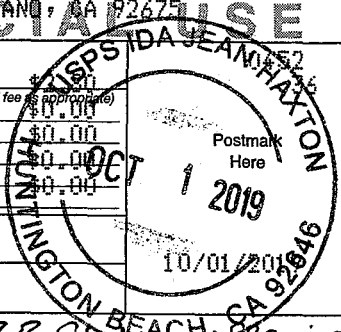
JCR Services, LLC
P.O. Box 786
Riverside, CA 92502

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

SAN JUAN CAPISTRANO, CA 92675

Certified Mail Fee \$3.50
 \$
 Extra Services & Fees (check box, add fee as appropriate)
 Return Receipt (hardcopy) \$
 Return Receipt (electronic) \$0.00
 Certified Mail Restricted Delivery \$
 Adult Signature Required \$
 Adult Signature Restricted Delivery \$
 Postage \$0.55
 \$
 Total Postage and Fees \$8.35
 \$



Sent To Diamond ZB Staffing Services
 Street and Apt. No., or PO Box No. 27442 Calle Arroyo, Suite A
 City, State, ZIP+4® San Juan Capistrano, CA 92675

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7018 1130 0002 0155 0729

SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Diamond ZB Staffing Services, LLC
 27442 Calle Arroyo, Suite A
 San Juan Capistrano, CA 92675



9590 9402 4563 8278 9778 95

2. Article Number (Transfer from service label)

7018 1130 0002 0155 0729

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 [Signature] Agent
 Addressee

B. Received by (Printed Name)
 C. Date of Delivery 10-3

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
- Adult Signature
 - Adult Signature Restricted Delivery
 - Certified Mail®
 - Certified Mail Restricted Delivery
 - Collect on Delivery
 - Collect on Delivery Restricted Delivery
 - Priority Mail Express®
 - Registered Mail™
 - Registered Mail Restricted Delivery
 - Return Receipt for Merchandise
 - Signature Confirmation™
 - Signature Confirmation Restricted Delivery

7018 1130 0002 0155 0736

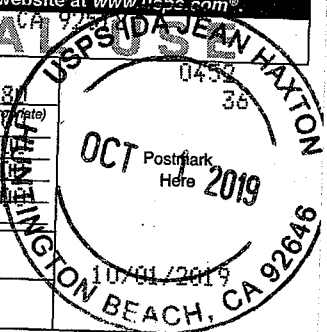
U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

MARCH AIR RESERVE BAY, CA 92518

Certified Mail Fee	\$3.50
Postage	\$0.55
Total Postage and Fees	\$6.85
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$2.80
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00



Sent To Capital Logistics
 Street and Apt. No., or PO Box No. 22000 Opportunity Way
 City, State, ZIP+4® Riverside CA 92518


PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Capital Logistics
 22000 Opportunity Way
 Riverside, CA 92518



9590 9402 4563 8278 9779 01

2. Article Number (Transfer from service label)
 7018 1130 0002 0155 0736

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee

B. Received by (Printed Name) [Signature]

C. Date of Delivery 10/3/19

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
- | | |
|--|---|
| <input type="checkbox"/> Adult Signature | <input type="checkbox"/> Priority Mail Express® |
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail™ |
| <input checked="" type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail Restricted Delivery |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Signature Confirmation™ |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |

7018 1130 0002 0155 0750
0520 5510 2000 0011 8102

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

RIVERSIDE, CA 92502

Certified Mail Fee \$3.50
\$
Extra Services & Fees (check box, add fee as appropriate)
 Return Receipt (hardcopy) \$2.80
 Return Receipt (electronic) \$0.00
 Certified Mail Restricted Delivery \$0.00
 Adult Signature Required \$0.00
 Adult Signature Restricted Delivery \$0.00

Postage \$0.55

Total Postage and Fees \$6.85

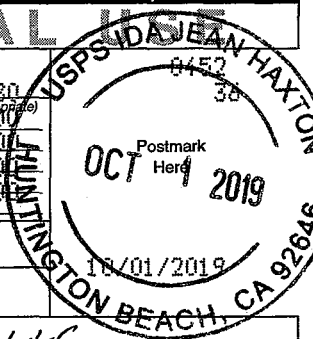
Sent To JCR Services, LLC

Street and Apt. No., or PO Box No.
PO Box 786

City, State, ZIP+4®
Riverside, CA 92502

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions



U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

JURBA VALLEY, CA 92505

Certified Mail Fee \$3.50
 \$
 Extra Services & Fees (check box, add fee as appropriate)
 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

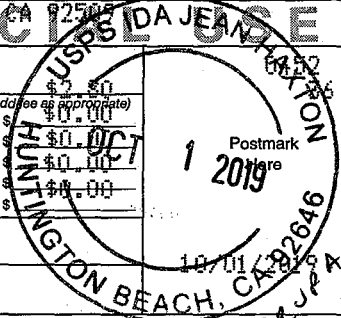
Postage \$0.55

Total Postage and Fees \$6.85

Sent To JCR Services, LLC JMCJPA
 Street and Apt. No., or PO Box No. 6121 Rustic Lane 92505
 City, State, ZIP+4® Riverside, CA 92806

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

701A PTD 0000 2000 0743



Diamond ZB Stalony

=====

IDA JEAN HAXTON
9151 ATLANTA AVE
HUNTINGTON BEACH, CA 92615-9998
053596-0452
(800)275-8777
10/01/2019 03:44 PM

=====

Product	Qty	Unit Price	Price
First-Class Mail® Letter (Domestic) (SAN FRANCISCO, CA 94102) (Weight:0 Lb 1.20 Oz) (Estimated Delivery Date) (Friday 10/04/2019)	1	\$0.70	\$0.70
First-Class Mail® Letter (Domestic) (SAN JUAN CAPISTRANO, CA 92675) (Weight:0 Lb 1.00 Oz) (Estimated Delivery Date) (Thursday 10/03/2019)	1	\$0.55	\$0.55
Certified (USPS Certified Mail #) (70181130000201550729)			\$3.50
Return Receipt (USPS Return Receipt #) (9590940245638278977895)			\$2.80
First-Class Mail® Letter (Domestic) (MARCH AIR RESERVE BA, CA 92518) (Weight:0 Lb 1.00 Oz) (Estimated Delivery Date) (Thursday 10/03/2019)	1	\$0.55	\$0.55
Certified (USPS Certified Mail #) (70181130000201550736)			\$3.50
Return Receipt (USPS Return Receipt #) (9590940245638278977901)			\$2.80
First-Class Mail® Letter (Domestic) (RIVERSIDE, CA 92502) (Weight:0 Lb 0.90 Oz) (Estimated Delivery Date) (Thursday 10/03/2019)	1	\$0.55	\$0.55
Certified (USPS Certified Mail #) (70181130000201550750)			\$3.50
Return Receipt (USPS Return Receipt #) (9590940245638278977888)			\$2.80
First-Class Mail® Letter (Domestic) (JURUPA VALLEY, CA 92509) (Weight:0 Lb 0.90 Oz) (Estimated Delivery Date) (Thursday 10/03/2019)	1	\$0.55	\$0.55
Certified (USPS Certified Mail #) (70181130000201550743)			\$3.50
Return Receipt (USPS Return Receipt #) (9590940245638278977871)			\$2.80

Total: \$28.10

Exhibit B

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement (“Agreement”), dated October 14, 2021 for reference purposes, is made by and between Marisela Mora (“Mora”) and Diamond ZB Staffing Services, LLC (“Diamond”). Mora and Diamond are collectively referred to as the “Parties” in this Agreement.

RECITALS

A. On October 16, 2019, Mora filed a civil action against Diamond and Capital Logistics and JCR Services, LLC in the Superior Court of California in and for the County of Orange (the “Court”) entitled *Marisela Mora, individually and on behalf of others similarly situated, Plaintiff, vs. Diamond ZB Staffing Services, LLC; Capital Logistics; JCR Services, LLC; and Does 1-50, Defendants*, Case No. 30-2019-01104920-CU-OE-CXC (the “Action”). On December 18, 2019, Mora filed the operative First Amended Complaint in the Action.

B. Mora alleges that she was employed by Diamond and assigned to work for Capital Logistics, that Diamond printed the full nine digits of her social security number on the wage statements that Diamond furnished her, in violation of Labor Code § 226(a)(7), that Diamond failed to provide her with meal periods and failed to pay premium wage in lieu thereof, in violation of Labor Code § 226.7, that Diamond failed to provide her with rest periods and failed to pay premium wage in lieu thereof, in violation of Labor Code § 226.7, and that Diamond failed to reimburse her for the cost of buying cutting blades she used for work, in violation of Labor Code § 2802. In addition, Mora alleges claims for civil penalties under the Labor Code Private Attorneys General Act (“PAGA”) based on the foregoing alleged Labor Code violations. Diamond denies any and all such claims and allegations or that it engaged in any other wrongful conduct or violations.

C. On October 8, 2020, the Court granted Diamond’s motion to compel arbitration of her individual claims against Diamond, and stayed the PAGA claims and all other claims against all other defendants in the Action.

D. On May 10, 2021, Mora filed a demand for arbitration with the American Arbitration Association (“AAA”), Case Number: 01-21-0003-6795 (the “Arbitration”).

E. After private settlement negotiations in which the Parties were represented by their respective counsel of record, Mora and Diamond have agreed to settle her claims against Diamond, by means of this Agreement.

F. Nothing contained in this Agreement, and no act taken pursuant to it, will constitute an admission by Diamond of any liability to Mora.

G. In the negotiation and drafting of this Agreement, Mora has been represented by Justian Jusuf of the Law Office of Justian Jusuf, APC and Sahag Majarian II of the Law Offices of Sahag Majarian II, and Diamond has been represented by Daron Barsamian and Michael Adreani of Roxborough, Pomerance, Nye & Adreani, LLP.

H. The Parties acknowledge and represent that they are fully competent to enter into this Agreement, that they have had a reasonable amount of time in which to consider this Agreement before executing it, that they have been advised by their respective attorneys about its terms and effect, and that they enter into this Agreement knowingly and voluntarily.

Based on these recitals, the Parties agree as follows:

TERMS

1. Settlement Payments; Dismissal of Mora's Individual Claims Against Diamond.

a. Within seven (7) calendar days after complete execution of the Agreement, Diamond shall deliver to counsel for Mora three (3) checks, as follows:

- (1) a check, made payable to "Marisela Mora," in the amount of three thousand five hundred dollars and zero cents (\$3,500.00), representing settlement of Mora's claims for penalties, interests, and other damages in exchange for the "Released Individual Claims" (defined herein below in Section 2), for which Diamond will issue a Form 1099 to Mora;
- (2) a check, made payable to "Law Office of Justian Jusuf, APC," in the amount of five thousand five hundred dollars and zero cents (\$5,500.00), representing settlement of Mora's claims for attorneys' fees and costs as to the Released Individual Claims, for which Diamond will issue a Form 1099 to Law Office of Justian Jusuf, APC; and
- (3) a check, made payable to "Law Offices of Sahag Majarian II," in the amount of one thousand dollars and zero cents (\$1,000.00), representing settlement of Mora's claims for attorneys' fees and costs as to the Released Individual Claims, for which Diamond will issue a Form 1099 to Law Offices of Sahag Majarian II.

b. Nothing in this Agreement shall be construed as tax advice or tax opinion, and nothing in this Agreement shall be binding on either side as to the legal character of amounts due under the Agreement.

c. Within seven (7) calendar days after receipt of the settlement payments described in the foregoing, the Parties through their counsel shall submit a joint request to the AAA for the dismissal of the Arbitration.

- (1) Except for the non-refundable initial filing fee in the amount of three hundred dollars and zero cents (\$300.00) charged to Mora by AAA, any and all amounts due the AAA relating to the Arbitration shall be borne by Diamond.

d. Within seven (7) calendar days after receipt of the settlement payments described in the foregoing, the Parties through their counsel shall seek the dismissal of Mora's individual claims against Diamond by submitting to the Court a stipulation and proposed order of dismissal in the form attached hereto as Exhibit A.

2. **Releases of Claims.**

a. In exchange for the Settlement Payments described in Section 1 above, Mora hereby releases Diamond, its members, managers, directors, officers, employees, predecessors, successors, assigns, affiliates, parent companies/entities, subsidiaries, related companies/entities, shareholders, owners, attorneys, insurers, and agents from the Released Individual Claims. The term "Released Individual Claims" means Mora's individual claims asserted against Diamond in the Action that arose during her employment with Diamond, from June 14, 2019 to July 7, 2019, for the alleged improper printing of the full nine digits of her social security number on the wage statements Diamond furnished her, in violation of Labor Code § 226(a)(7); alleged failure to provide her with meal periods and failure to pay premium wage in lieu thereof, in violation of Labor Code § 226.7; alleged failure to provide her with rest periods and failure to pay premium wage in lieu thereof, in violation of Labor Code § 226.7, and alleged failure to reimburse her for the cost of buying cutting blades she used for work, in violation of Labor Code § 2802 as set forth in the arbitration with the American Arbitration Association ("AAA"), Case Number: 01-21-0003-6795 (the "Arbitration") and as set forth in the civil case *Marisela Mora, individually and on behalf of others similarly situated, Plaintiff, vs. Diamond ZB Staffing Services, LLC; Capital Logistics; JCR Services, LLC; and Does 1-50, Defendants*, Case No. 30-2019-01104920-CU-OE-CXC.

b. It is expressly understood and agreed that nothing in this Agreement shall be construed to include a release of (i) the PAGA claims alleged in the Action against Diamond or any other defendants, and (ii) Mora's individual claims and class claims alleged in the Action against other defendants.

3. **Non-Assignment.** Mora represents and warrants that she has not heretofore assigned or transferred, to any firm, corporation, entity whether public or private, or person whomsoever, any property, real property, note, claim, debt, liability, demand, obligation, cost, expense, action, or cause of action herein released, conveyed or assigned.

4. **Confidentiality.** Except for matters related to enforcing this Agreement, Mora agrees that the terms and conditions of this Agreement shall remain confidential and that she shall not disclose them to any other person or entity other than her legal counsel, financial advisors, or spouse, all of whom shall be advised of the Agreement's confidentiality.

5. **Inadmissible.** Except for matters related to enforcing this Agreement, this agreement shall be inadmissible in any remaining, pending or future matters including in the action entitled *Marisela Mora, individually and on behalf of others similarly situated, Plaintiff, vs. Diamond ZB Staffing Services, LLC; Capital Logistics; JCR Services, LLC; and Does 1-50, Defendants*, Case No. 30-2019-01104920-CU-OE-CXC.

6. **Warranty Regarding Taxes.** Mora agrees that she shall be exclusively responsible for the payment of all federal and state taxes which may be due as the result of the

consideration received from the settlement and resolution of disputed claims arising between the Parties as set forth herein, and Mora hereby represents that she has not relied upon any advice from Diamond and/or its attorneys as to the necessity for withholding or the taxability of such payment, whether pursuant to federal, state or local income tax statutes or otherwise. Mora acknowledges that Diamond does not make and has not made any representations regarding the withholdability or taxability of the consideration received by Mora under this Agreement, and Mora has not relied upon any such representation on that subject.

7. **Non-Admission of Wrongdoing.** The Parties agree that neither this Agreement nor the furnishing of the consideration is or shall be deemed or construed at any time for any purpose as an admission by Diamond of any liability, wrongful, or unlawful conduct of any kind.

8. **Binding agreement.** This Agreement will bind and inure to the benefit of the Parties and all of their heirs, executors, administrators, successors, assigns, and legal representatives, as well as all other persons in privity with them. Notwithstanding any privilege applicable to settlement proceedings, this Agreement may be introduced into evidence to prove the Parties' settlement agreement.

9. **Entire agreement.** The Parties acknowledge that no promise or inducement has been offered except as set forth in this Agreement and that they execute this Agreement without reliance upon any statement or representation other than what is contained in this Agreement. This Agreement constitutes the entire Agreement between the Parties with respect to the matters that it covers and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties with respect to those matters. This Agreement may be amended only by written agreement, signed by the Party or Parties to be bound by the amendment. Parol evidence will be inadmissible to show agreement by and between the Parties to any term or condition contrary to or in addition to the terms and conditions contained in this Agreement.

10. **Governing law.** This Agreement is made, and will be construed, under California law.

11. **Counterpart originals.** This Agreement may be executed in counterpart originals with each counterpart to be treated the same as a single original.

12. **Enforceability and Admissibility of this Agreement.** The Parties intend this Agreement to be enforceable under Code of Civil Procedure § 664.6 and admissible in evidence. The Parties stipulate that the Court shall retain jurisdiction over the Parties to enforce this

///
///
///
///
///
///
///

Agreement until performance in full of the terms of the settlement agreement.

EXCECUTION BY PARTIES

The Parties hereby execute this Agreement.

Dated: November ____, 2021 MARISELA MORA

Dated: November ^{29th} ____, 2021 DIAMOND ZB STAFFING SERVICES, LLC

DocuSigned by:
Veronica Lake
By: _____
Name: Veronica Lake
Title: CEO
 Its authorized representative

APPROVED AS TO FORM

Dated: November ____, 2021 LAW OFFICE OF JUSTIAN JUSUF, APC

By: _____
 Justian Jusuf
 Attorney for Marisela Mora

Dated: November ____, 2021 LAW OFFICES OF SAHAG MAJARIAN II

By: _____
 Sahag Majarian II
 Attorney for Marisela Mora

Dated: November ____, 2021 ROXBOROUGH, POMERANCE, NYE &
 ADREANI, LLP

By: _____
 Daron Barsamian
 Michael Adreani
 Attorneys for Diamond ZB Staffing Services, LLC

Agreement until performance in full of the terms of the settlement agreement.

EXCECUTION BY PARTIES

The Parties hereby execute this Agreement.

Dated: November ____, 2021 MARISELA MORA

Dated: November ^{29th} ____, 2021 DIAMOND ZB STAFFING SERVICES, LLC

By: _____
Name: Veronica Lake
Title: CEO
Its authorized representative

APPROVED AS TO FORM

Dated: November ____, 2021 LAW OFFICE OF JUSTIAN JUSUF, APC

By: _____
Justian Jusuf
Attorney for Marisela Mora

Dated: November ____, 2021 LAW OFFICES OF SAHAG MAJARIAN II

By: _____
Sahag Majarian II
Attorney for Marisela Mora

Dated: ~~November~~ ^{December} 3, 2021 ROXBOROUGH, POMERANCE, NYE & ADREANI, LLP

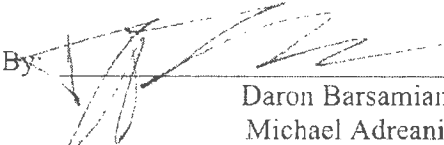
By:  _____
Daron Barsamian
Michael Adreani
Attorneys for Diamond ZB Staffing Services, LLC

Exhibit A

1 Plaintiff Marisela Mora (“Plaintiff”) and Defendant Diamond ZB Staffing Services, LLC
2 (“Diamond”) (collectively the “Parties”) stipulate to the dismissal of Plaintiff’s individual claims
3 against Diamond as follows:

4 WHEREAS, on October 16, 2019, Plaintiff filed a class action complaint in this action
5 against Diamond and Defendants Capital Logistics and JCR Services, LLC.

6 WHEREAS, on December 18, 2019, Plaintiff filed the operative First Amended
7 Complaint, adding claims for civil penalties under the Labor Code Private Attorneys General Act
8 (“PAGA”).

9 WHEREAS, on July 31, 2020, Diamond filed a motion to compel arbitration.

10 WHEREAS, on October 8, 2020, the Court granted Diamond’s motion to compel
11 arbitration of Plaintiff’s individual claims against Diamond, and stayed the PAGA claims and all
12 other claims against all other defendants.

13 WHEREAS, on May 10, 2021, Plaintiff filed a demand for arbitration with the American
14 Arbitration Association (“AAA”), Case Number: 01-21-0003-6795.

15 WHEREAS, after private settlement negotiations in which the Parties were represented by
16 their respective counsel of record, Plaintiff and Diamond have reached a settlement of Plaintiff’s
17 individual claims against Diamond, upon the terms and conditions memorialized in a Settlement
18 Agreement And Release Of Claims, dated October 14, 2021 for references purposes (the
19 “Individual Settlement Agreement”).

20 THEREFORE, IT IS HEREBY STIPULATED BY THE PARTIES THROUGH THEIR
21 RESPECTIVE COUNSEL OF RECORD, that Plaintiff’s individual claims (but not the PAGA
22 claims) asserted in the First Amended Complaint against Diamond shall be dismissed with
23 prejudice.

24 IT IS FURTHER STIPULATED, that allegations for class claims (but not PAGA claims)
25 in the operative First Amended Complaint against Diamond shall be deemed stricken.

26 IT IS FURTHER STIPULATED, that the Court shall retain jurisdiction over the Parties,
27 pursuant to Code of Civil Procedure § 664.6 for purposes of enforcement of the Individual
28 Settlement Agreement between Plaintiff and Diamond.

1 IT IS FURTHER STIPULATED, that, except as provided in the Individual Settlement
2 Agreement, Plaintiff and Diamond shall bear its own costs and attorney fees pertaining to
3 Plaintiff's individual claims against Diamond, which have been settled by way of the Individual
4 Settlement Agreement.

5 IT IS FURTHER STIPULATED, that nothing in this stipulation and order shall be
6 construed as a dismissal or release of any PAGA claims asserted in the First Amended Complaint
7 against Diamond or any other defendants.

8 IT IS FURTHER STIPULATED, that nothing in this stipulation and order shall be
9 construed as a dismissal or release of Plaintiff's individual claims or class claims asserted in the
10 First Amended Complaint against Defendants JCR Services, LLC and/or Capital Logistics, or any
11 other defendants sued fictitiously as Doe defendants.

12 IT IS FURTHER STIPULATED, that Plaintiff's individual claims asserted in the First
13 Amended Complaint that arose within the time period from June 14, 2019 to July 7, 2019 have
14 been fully resolved in the Individual Settlement Agreement, and that Plaintiff is no longer

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 asserting any of those individual claims that arose during the aforementioned time period against
2 any other defendants.

3 **IT IS SO STIPULATED,**

4 Dated: November ____, 2021

LAW OFFICE OF JUSTIAN JUSUF, APC
LAW OFFICES OF SAHAG MAJARIAN II

6 By: _____
Justian Jusuf

7 Attorneys for Plaintiff MARISELA MORA,
individually and on behalf of others similarly situated

8 Dated: November ____, 2021

ROXBOROUGH, POMERANCE, NYE &
ADREANI, LLP

10 By: _____
Michael Adreani
Daron Barsamian

12 Attorneys for Defendant DIAMOND ZB STAFFING
SERVICES, LLC

13 **IT IS SO ORDERED,**

14 Dated: _____

16 _____
Hon. Peter Wilson
Judge of the Superior Court

15
17
18
19
20
21
22
23
24
25
26
27
28

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement (“Agreement”), dated October 14, 2021 for reference purposes, is made by and between Marisela Mora (“Mora”) and Diamond ZB Staffing Services, LLC (“Diamond”). Mora and Diamond are collectively referred to as the “Parties” in this Agreement.

RECITALS

A. On October 16, 2019, Mora filed a civil action against Diamond and Capital Logistics and JCR Services, LLC in the Superior Court of California in and for the County of Orange (the “Court”) entitled *Marisela Mora, individually and on behalf of others similarly situated, Plaintiff, vs. Diamond ZB Staffing Services, LLC; Capital Logistics; JCR Services, LLC; and Does 1-50, Defendants*, Case No. 30-2019-01104920-CU-OE-CXC (the “Action”). On December 18, 2019, Mora filed the operative First Amended Complaint in the Action.

B. Mora alleges that she was employed by Diamond and assigned to work for Capital Logistics, that Diamond printed the full nine digits of her social security number on the wage statements that Diamond furnished her, in violation of Labor Code § 226(a)(7), that Diamond failed to provide her with meal periods and failed to pay premium wage in lieu thereof, in violation of Labor Code § 226.7, that Diamond failed to provide her with rest periods and failed to pay premium wage in lieu thereof, in violation of Labor Code § 226.7, and that Diamond failed to reimburse her for the cost of buying cutting blades she used for work, in violation of Labor Code § 2802. In addition, Mora alleges claims for civil penalties under the Labor Code Private Attorneys General Act (“PAGA”) based on the foregoing alleged Labor Code violations. Diamond denies any and all such claims and allegations or that it engaged in any other wrongful conduct or violations.

C. On October 8, 2020, the Court granted Diamond’s motion to compel arbitration of her individual claims against Diamond, and stayed the PAGA claims and all other claims against all other defendants in the Action.

D. On May 10, 2021, Mora filed a demand for arbitration with the American Arbitration Association (“AAA”), Case Number: 01-21-0003-6795 (the “Arbitration”).

E. After private settlement negotiations in which the Parties were represented by their respective counsel of record, Mora and Diamond have agreed to settle her claims against Diamond, by means of this Agreement.

F. Nothing contained in this Agreement, and no act taken pursuant to it, will constitute an admission by Diamond of any liability to Mora.

G. In the negotiation and drafting of this Agreement, Mora has been represented by Justian Jusuf of the Law Office of Justian Jusuf, APC and Sahag Majarian II of the Law Offices of Sahag Majarian II, and Diamond has been represented by Daron Barsamian and Michael Adreani of Roxborough, Pomerance, Nye & Adreani, LLP.

H. The Parties acknowledge and represent that they are fully competent to enter into this Agreement, that they have had a reasonable amount of time in which to consider this Agreement before executing it, that they have been advised by their respective attorneys about its terms and effect, and that they enter into this Agreement knowingly and voluntarily.

Based on these recitals, the Parties agree as follows:

TERMS

1. **Settlement Payments; Dismissal of Mora's Individual Claims Against Diamond.**

a. Within seven (7) calendar days after complete execution of the Agreement, Diamond shall deliver to counsel for Mora three (3) checks, as follows:

- (1) a check, made payable to "Marisela Mora," in the amount of three thousand five hundred dollars and zero cents (\$3,500.00), representing settlement of Mora's claims for penalties, interests, and other damages in exchange for the "Released Individual Claims" (defined herein below in Section 2), for which Diamond will issue a Form 1099 to Mora;
- (2) a check, made payable to "Law Office of Justian Jusuf, APC," in the amount of five thousand five hundred dollars and zero cents (\$5,500.00), representing settlement of Mora's claims for attorneys' fees and costs as to the Released Individual Claims, for which Diamond will issue a Form 1099 to Law Office of Justian Jusuf, APC; and
- (3) a check, made payable to "Law Offices of Sahag Majarian II," in the amount of one thousand dollars and zero cents (\$1,000.00), representing settlement of Mora's claims for attorneys' fees and costs as to the Released Individual Claims, for which Diamond will issue a Form 1099 to Law Offices of Sahag Majarian II.

b. Nothing in this Agreement shall be construed as tax advice or tax opinion, and nothing in this Agreement shall be binding on either side as to the legal character of amounts due under the Agreement.

c. Within seven (7) calendar days after receipt of the settlement payments described in the foregoing, the Parties through their counsel shall submit a joint request to the AAA for the dismissal of the Arbitration.

- (1) Except for the non-refundable initial filing fee in the amount of three hundred dollars and zero cents (\$300.00) charged to Mora by AAA, any and all amounts due the AAA relating to the Arbitration shall be borne by Diamond.

d. Within seven (7) calendar days after receipt of the settlement payments described in the foregoing, the Parties through their counsel shall seek the dismissal of Mora's individual claims against Diamond by submitting to the Court a stipulation and proposed order of dismissal in the form attached hereto as Exhibit A.

2. **Releases of Claims.**

a. In exchange for the Settlement Payments described in Section 1 above, Mora hereby releases Diamond, its members, managers, directors, officers, employees, predecessors, successors, assigns, affiliates, parent companies/entities, subsidiaries, related companies/entities, shareholders, owners, attorneys, insurers, and agents from the Released Individual Claims. The term "Released Individual Claims" means Mora's individual claims asserted against Diamond in the Action that arose during her employment with Diamond, from June 14, 2019 to July 7, 2019, for the alleged improper printing of the full nine digits of her social security number on the wage statements Diamond furnished her, in violation of Labor Code § 226(a)(7); alleged failure to provide her with meal periods and failure to pay premium wage in lieu thereof, in violation of Labor Code § 226.7; alleged failure to provide her with rest periods and failure to pay premium wage in lieu thereof, in violation of Labor Code § 226.7, and alleged failure to reimburse her for the cost of buying cutting blades she used for work, in violation of Labor Code § 2802 as set forth in the arbitration with the American Arbitration Association ("AAA"), Case Number: 01-21-0003-6795 (the "Arbitration") and as set forth in the civil case *Marisela Mora, individually and on behalf of others similarly situated, Plaintiff, vs. Diamond ZB Staffing Services, LLC; Capital Logistics; JCR Services, LLC; and Does 1-50, Defendants*, Case No. 30-2019-01104920-CU-OE-CXC.

b. It is expressly understood and agreed that nothing in this Agreement shall be construed to include a release of (i) the PAGA claims alleged in the Action against Diamond or any other defendants, and (ii) Mora's individual claims and class claims alleged in the Action against other defendants.

3. **Non-Assignment.** Mora represents and warrants that she has not heretofore assigned or transferred, to any firm, corporation, entity whether public or private, or person whomsoever, any property, real property, note, claim, debt, liability, demand, obligation, cost, expense, action, or cause of action herein released, conveyed or assigned.

4. **Confidentiality.** Except for matters related to enforcing this Agreement, Mora agrees that the terms and conditions of this Agreement shall remain confidential and that she shall not disclose them to any other person or entity other than her legal counsel, financial advisors, or spouse, all of whom shall be advised of the Agreement's confidentiality.

5. **Inadmissible.** Except for matters related to enforcing this Agreement, this agreement shall be inadmissible in any remaining, pending or future matters including in the action entitled *Marisela Mora, individually and on behalf of others similarly situated, Plaintiff, vs. Diamond ZB Staffing Services, LLC; Capital Logistics; JCR Services, LLC; and Does 1-50, Defendants*, Case No. 30-2019-01104920-CU-OE-CXC.

6. **Warranty Regarding Taxes.** Mora agrees that she shall be exclusively responsible for the payment of all federal and state taxes which may be due as the result of the

consideration received from the settlement and resolution of disputed claims arising between the Parties as set forth herein, and Mora hereby represents that she has not relied upon any advice from Diamond and/or its attorneys as to the necessity for withholding or the taxability of such payment, whether pursuant to federal, state or local income tax statutes or otherwise. Mora acknowledges that Diamond does not make and has not made any representations regarding the withholdability or taxability of the consideration received by Mora under this Agreement, and Mora has not relied upon any such representation on that subject.

7. **Non-Admission of Wrongdoing.** The Parties agree that neither this Agreement nor the furnishing of the consideration is or shall be deemed or construed at any time for any purpose as an admission by Diamond of any liability, wrongful, or unlawful conduct of any kind.

8. **Binding agreement.** This Agreement will bind and inure to the benefit of the Parties and all of their heirs, executors, administrators, successors, assigns, and legal representatives, as well as all other persons in privity with them. Notwithstanding any privilege applicable to settlement proceedings, this Agreement may be introduced into evidence to prove the Parties' settlement agreement.

9. **Entire agreement.** The Parties acknowledge that no promise or inducement has been offered except as set forth in this Agreement and that they execute this Agreement without reliance upon any statement or representation other than what is contained in this Agreement. This Agreement constitutes the entire Agreement between the Parties with respect to the matters that it covers and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties with respect to those matters. This Agreement may be amended only by written agreement, signed by the Party or Parties to be bound by the amendment. Parol evidence will be inadmissible to show agreement by and between the Parties to any term or condition contrary to or in addition to the terms and conditions contained in this Agreement.

10. **Governing law.** This Agreement is made, and will be construed, under California law.

11. **Counterpart originals.** This Agreement may be executed in counterpart originals with each counterpart to be treated the same as a single original.

12. **Enforceability and Admissibility of this Agreement.** The Parties intend this Agreement to be enforceable under Code of Civil Procedure § 664.6 and admissible in evidence. The Parties stipulate that the Court shall retain jurisdiction over the Parties to enforce this

///
///
///
///
///
///
///

Agreement until performance in full of the terms of the settlement agreement.

EXCECUTION BY PARTIES

The Parties hereby execute this Agreement.

Dated: November ³⁰____, 2021

MARISELA MORA

DocuSigned by:
Marisela Mora
6CG80F12F3424FA

Dated: November ____ , 2021

DIAMOND ZB STAFFING SERVICES, LLC

By: _____

Name:

Title:

Its authorized representative

APPROVED AS TO FORM

Dated: November ³⁰____, 2021

LAW OFFICE OF JUSTIAN JUSUF, APC

By: _____
DocuSigned by:
Justian Jusuf
85B5A12B4783441
Justian Jusuf

Attorney for Marisela Mora

Dated: November ____ , 2021
12/1/2021

LAW OFFICES OF SAHAG MAJARIAN II

By: _____
DocuSigned by:
Sahag Majarian
3142D9828E0E4A2
Sahag Majarian II

Attorney for Marisela Mora

Dated: November ____ , 2021

ROXBOROUGH, POMERANCE, NYE &
ADREANI, LLP

By: _____

Daron Barsamian

Michael Adreani

Attorneys for Diamond ZB Staffing Services, LLC

Exhibit A

1 Justian Jusuf – State Bar No. 201507
2 Email: jjusuf@jusuf-law.com
3 **LAW OFFICE OF JUSTIAN JUSUF, APC**
4 17011 Beach Blvd., Suite 900
5 Huntington Beach, California 92647
6 Phone: (714) 274-9815
7 Fax: (714) 362-3148

8 Sahag Majarian II – State Bar No. 146621
9 Email: sahagii@aol.com
10 **LAW OFFICES OF SAHAG MAJARIAN II**
11 18250 Ventura Blvd.
12 Tarzana, California 91356
13 Phone: (818) 609-0807
14 Fax: (818) 609-0892

15 Attorneys for Plaintiff MARISELA MORA,
16 individually and on behalf of others similarly situated

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
18 **FOR THE COUNTY OF ORANGE**

19 MARISELA MORA, individually and on behalf) CASE NO.: 30-2019-01104920-CU-OE-CXC
20 of others similarly situated,)
21 Plaintiff,) CLASS ACTION
22 vs.) Assigned For All Purposes To:
23) Judge: Hon. Peter Wilson
24) Dept.: CX102
25 DIAMOND ZB STAFFING SERVICES, LLC;)
26 CAPITAL LOGISTICS;) **STIPULATION AND [PROPOSED]**
27 JCR SERVICES, LLC; and) **ORDER OF DISMISSAL OF PLAINTIFF**
28 DOES 1-50,) **MARISELA MORA’S INDIVIDUAL**
Defendants.) **CLAIMS AGAINST DEFENDANT**
) **DIAMOND ZB STAFFING SERVICES,**
) **LLC**

Complaint Filed: October 16, 2019

1 Plaintiff Marisela Mora (“Plaintiff”) and Defendant Diamond ZB Staffing Services, LLC
2 (“Diamond”) (collectively the “Parties”) stipulate to the dismissal of Plaintiff’s individual claims
3 against Diamond as follows:

4 WHEREAS, on October 16, 2019, Plaintiff filed a class action complaint in this action
5 against Diamond and Defendants Capital Logistics and JCR Services, LLC.

6 WHEREAS, on December 18, 2019, Plaintiff filed the operative First Amended
7 Complaint, adding claims for civil penalties under the Labor Code Private Attorneys General Act
8 (“PAGA”).

9 WHEREAS, on July 31, 2020, Diamond filed a motion to compel arbitration.

10 WHEREAS, on October 8, 2020, the Court granted Diamond’s motion to compel
11 arbitration of Plaintiff’s individual claims against Diamond, and stayed the PAGA claims and all
12 other claims against all other defendants.

13 WHEREAS, on May 10, 2021, Plaintiff filed a demand for arbitration with the American
14 Arbitration Association (“AAA”), Case Number: 01-21-0003-6795.

15 WHEREAS, after private settlement negotiations in which the Parties were represented by
16 their respective counsel of record, Plaintiff and Diamond have reached a settlement of Plaintiff’s
17 individual claims against Diamond, upon the terms and conditions memorialized in a Settlement
18 Agreement And Release Of Claims, dated October 14, 2021 for references purposes (the
19 “Individual Settlement Agreement”).

20 THEREFORE, IT IS HEREBY STIPULATED BY THE PARTIES THROUGH THEIR
21 RESPECTIVE COUNSEL OF RECORD, that Plaintiff’s individual claims (but not the PAGA
22 claims) asserted in the First Amended Complaint against Diamond shall be dismissed with
23 prejudice.

24 IT IS FURTHER STIPULATED, that allegations for class claims (but not PAGA claims)
25 in the operative First Amended Complaint against Diamond shall be deemed stricken.

26 IT IS FURTHER STIPULATED, that the Court shall retain jurisdiction over the Parties,
27 pursuant to Code of Civil Procedure § 664.6 for purposes of enforcement of the Individual
28 Settlement Agreement between Plaintiff and Diamond.

1 IT IS FURTHER STIPULATED, that, except as provided in the Individual Settlement
2 Agreement, Plaintiff and Diamond shall bear its own costs and attorney fees pertaining to
3 Plaintiff's individual claims against Diamond, which have been settled by way of the Individual
4 Settlement Agreement.

5 IT IS FURTHER STIPULATED, that nothing in this stipulation and order shall be
6 construed as a dismissal or release of any PAGA claims asserted in the First Amended Complaint
7 against Diamond or any other defendants.

8 IT IS FURTHER STIPULATED, that nothing in this stipulation and order shall be
9 construed as a dismissal or release of Plaintiff's individual claims or class claims asserted in the
10 First Amended Complaint against Defendants JCR Services, LLC and/or Capital Logistics, or any
11 other defendants sued fictitiously as Doe defendants.

12 IT IS FURTHER STIPULATED, that Plaintiff's individual claims asserted in the First
13 Amended Complaint that arose within the time period from June 14, 2019 to July 7, 2019 have
14 been fully resolved in the Individual Settlement Agreement, and that Plaintiff is no longer

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 asserting any of those individual claims that arose during the aforementioned time period against
2 any other defendants.

3 **IT IS SO STIPULATED,**

4 Dated: November ³⁰____, 2021

LAW OFFICE OF JUSTIAN JUSUF, APC
LAW OFFICES OF SAHAG MAJARIAN II

By: Justin Jusuf
Justin Jusuf

Attorneys for Plaintiff MARISELA MORA,
individually and on behalf of others similarly situated

8 Dated: November ____ , 2021

ROXBOROUGH, POMERANCE, NYE &
ADREANI, LLP

By: _____
Michael Adreani
Daron Barsamian

Attorneys for Defendant DIAMOND ZB STAFFING
SERVICES, LLC

13 **IT IS SO ORDERED,**

14 Dated: _____

Hon. Peter Wilson
Judge of the Superior Court

15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit C

1 Justian Jusuf – State Bar No. 201507
2 Email: jjusuf@jusuf-law.com
3 **LAW OFFICE OF JUSTIAN JUSUF, APC**
4 17011 Beach Blvd., Suite 900
5 Huntington Beach, California 92647
6 Phone: (714) 274-9815
7 Fax: (714) 362-3148

8 Sahag Majarian II – State Bar No. 146621
9 Email: sahagii@aol.com
10 **LAW OFFICES OF SAHAG MAJARIAN II**
11 18250 Ventura Blvd.
12 Tarzana, California 91356
13 Phone: (818) 609-0807
14 Fax: (818) 609-0892

15 Attorneys for Plaintiff MARISELA MORA,
16 individually and on behalf of others similarly situated

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER
JAN 03 2022
DAVID H. YAMASAKI, Clerk of the Court
BY: _____, DEPUTY

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
18 **FOR THE COUNTY OF ORANGE**

19 MARISELA MORA, individually and on behalf) CASE NO.: 30-2019-01104920-CU-OE-CXC
20 of others similarly situated,)
21 Plaintiff,)
22 vs.)
23 DIAMOND ZB STAFFING SERVICES, LLC;)
24 CAPITAL LOGISTICS;)
25 JCR SERVICES, LLC; and)
26 DOES 1-50,)
27 Defendants.)
28)
29)
30)
31)
32)
33)
34)
35)
36)
37)
38)
39)
40)
41)
42)
43)
44)
45)
46)
47)
48)
49)
50)
51)
52)
53)
54)
55)
56)
57)
58)
59)
60)
61)
62)
63)
64)
65)
66)
67)
68)
69)
70)
71)
72)
73)
74)
75)
76)
77)
78)
79)
80)
81)
82)
83)
84)
85)
86)
87)
88)
89)
90)
91)
92)
93)
94)
95)
96)
97)
98)
99)
100)
101)
102)
103)
104)
105)
106)
107)
108)
109)
110)
111)
112)
113)
114)
115)
116)
117)
118)
119)
120)
121)
122)
123)
124)
125)
126)
127)
128)
129)
130)
131)
132)
133)
134)
135)
136)
137)
138)
139)
140)
141)
142)
143)
144)
145)
146)
147)
148)
149)
150)
151)
152)
153)
154)
155)
156)
157)
158)
159)
160)
161)
162)
163)
164)
165)
166)
167)
168)
169)
170)
171)
172)
173)
174)
175)
176)
177)
178)
179)
180)
181)
182)
183)
184)
185)
186)
187)
188)
189)
190)
191)
192)
193)
194)
195)
196)
197)
198)
199)
200)
201)
202)
203)
204)
205)
206)
207)
208)
209)
210)
211)
212)
213)
214)
215)
216)
217)
218)
219)
220)
221)
222)
223)
224)
225)
226)
227)
228)
229)
230)
231)
232)
233)
234)
235)
236)
237)
238)
239)
240)
241)
242)
243)
244)
245)
246)
247)
248)
249)
250)
251)
252)
253)
254)
255)
256)
257)
258)
259)
260)
261)
262)
263)
264)
265)
266)
267)
268)
269)
270)
271)
272)
273)
274)
275)
276)
277)
278)
279)
280)
281)
282)
283)
284)
285)
286)
287)
288)
289)
290)
291)
292)
293)
294)
295)
296)
297)
298)
299)
300)
301)
302)
303)
304)
305)
306)
307)
308)
309)
310)
311)
312)
313)
314)
315)
316)
317)
318)
319)
320)
321)
322)
323)
324)
325)
326)
327)
328)
329)
330)
331)
332)
333)
334)
335)
336)
337)
338)
339)
340)
341)
342)
343)
344)
345)
346)
347)
348)
349)
350)
351)
352)
353)
354)
355)
356)
357)
358)
359)
360)
361)
362)
363)
364)
365)
366)
367)
368)
369)
370)
371)
372)
373)
374)
375)
376)
377)
378)
379)
380)
381)
382)
383)
384)
385)
386)
387)
388)
389)
390)
391)
392)
393)
394)
395)
396)
397)
398)
399)
400)
401)
402)
403)
404)
405)
406)
407)
408)
409)
410)
411)
412)
413)
414)
415)
416)
417)
418)
419)
420)
421)
422)
423)
424)
425)
426)
427)
428)
429)
430)
431)
432)
433)
434)
435)
436)
437)
438)
439)
440)
441)
442)
443)
444)
445)
446)
447)
448)
449)
450)
451)
452)
453)
454)
455)
456)
457)
458)
459)
460)
461)
462)
463)
464)
465)
466)
467)
468)
469)
470)
471)
472)
473)
474)
475)
476)
477)
478)
479)
480)
481)
482)
483)
484)
485)
486)
487)
488)
489)
490)
491)
492)
493)
494)
495)
496)
497)
498)
499)
500)
501)
502)
503)
504)
505)
506)
507)
508)
509)
510)
511)
512)
513)
514)
515)
516)
517)
518)
519)
520)
521)
522)
523)
524)
525)
526)
527)
528)
529)
530)
531)
532)
533)
534)
535)
536)
537)
538)
539)
540)
541)
542)
543)
544)
545)
546)
547)
548)
549)
550)
551)
552)
553)
554)
555)
556)
557)
558)
559)
560)
561)
562)
563)
564)
565)
566)
567)
568)
569)
570)
571)
572)
573)
574)
575)
576)
577)
578)
579)
580)
581)
582)
583)
584)
585)
586)
587)
588)
589)
590)
591)
592)
593)
594)
595)
596)
597)
598)
599)
600)
601)
602)
603)
604)
605)
606)
607)
608)
609)
610)
611)
612)
613)
614)
615)
616)
617)
618)
619)
620)
621)
622)
623)
624)
625)
626)
627)
628)
629)
630)
631)
632)
633)
634)
635)
636)
637)
638)
639)
640)
641)
642)
643)
644)
645)
646)
647)
648)
649)
650)
651)
652)
653)
654)
655)
656)
657)
658)
659)
660)
661)
662)
663)
664)
665)
666)
667)
668)
669)
670)
671)
672)
673)
674)
675)
676)
677)
678)
679)
680)
681)
682)
683)
684)
685)
686)
687)
688)
689)
690)
691)
692)
693)
694)
695)
696)
697)
698)
699)
700)
701)
702)
703)
704)
705)
706)
707)
708)
709)
710)
711)
712)
713)
714)
715)
716)
717)
718)
719)
720)
721)
722)
723)
724)
725)
726)
727)
728)
729)
730)
731)
732)
733)
734)
735)
736)
737)
738)
739)
740)
741)
742)
743)
744)
745)
746)
747)
748)
749)
750)
751)
752)
753)
754)
755)
756)
757)
758)
759)
760)
761)
762)
763)
764)
765)
766)
767)
768)
769)
770)
771)
772)
773)
774)
775)
776)
777)
778)
779)
780)
781)
782)
783)
784)
785)
786)
787)
788)
789)
790)
791)
792)
793)
794)
795)
796)
797)
798)
799)
800)
801)
802)
803)
804)
805)
806)
807)
808)
809)
810)
811)
812)
813)
814)
815)
816)
817)
818)
819)
820)
821)
822)
823)
824)
825)
826)
827)
828)
829)
830)
831)
832)
833)
834)
835)
836)
837)
838)
839)
840)
841)
842)
843)
844)
845)
846)
847)
848)
849)
850)
851)
852)
853)
854)
855)
856)
857)
858)
859)
860)
861)
862)
863)
864)
865)
866)
867)
868)
869)
870)
871)
872)
873)
874)
875)
876)
877)
878)
879)
880)
881)
882)
883)
884)
885)
886)
887)
888)
889)
890)
891)
892)
893)
894)
895)
896)
897)
898)
899)
900)
901)
902)
903)
904)
905)
906)
907)
908)
909)
910)
911)
912)
913)
914)
915)
916)
917)
918)
919)
920)
921)
922)
923)
924)
925)
926)
927)
928)
929)
930)
931)
932)
933)
934)
935)
936)
937)
938)
939)
940)
941)
942)
943)
944)
945)
946)
947)
948)
949)
950)
951)
952)
953)
954)
955)
956)
957)
958)
959)
960)
961)
962)
963)
964)
965)
966)
967)
968)
969)
970)
971)
972)
973)
974)
975)
976)
977)
978)
979)
980)
981)
982)
983)
984)
985)
986)
987)
988)
989)
990)
991)
992)
993)
994)
995)
996)
997)
998)
999)
1000)

1 Plaintiff Marisela Mora ("Plaintiff") and Defendant Diamond ZB Staffing Services, LLC
2 ("Diamond") (collectively the "Parties") stipulate to the dismissal of Plaintiff's individual claims
3 against Diamond as follows:

4 WHEREAS, on October 16, 2019, Plaintiff filed a class action complaint in this action
5 against Diamond and Defendants Capital Logistics and JCR Services, LLC.

6 WHEREAS, on December 18, 2019, Plaintiff filed the operative First Amended
7 Complaint, adding claims for civil penalties under the Labor Code Private Attorneys General Act
8 ("PAGA").

9 WHEREAS, on July 31, 2020, Diamond filed a motion to compel arbitration.

10 WHEREAS, on October 8, 2020, the Court granted Diamond's motion to compel
11 arbitration of Plaintiff's individual claims against Diamond, and stayed the PAGA claims and all
12 other claims against all other defendants.

13 WHEREAS, on May 10, 2021, Plaintiff filed a demand for arbitration with the American
14 Arbitration Association ("AAA"), Case Number: 01-21-0003-6795.

15 WHEREAS, after private negotiations in which the Parties were represented by their
16 respective counsel of record, Plaintiff and Diamond have resolved Plaintiff's individual claims
17 against Diamond, upon the terms and conditions memorialized in an Agreement And Release Of
18 Claims, dated October 14, 2021 for references purposes (the "Individual Agreement").

19 THEREFORE, IT IS HEREBY STIPULATED BY THE PARTIES THROUGH THEIR
20 RESPECTIVE COUNSEL OF RECORD, that Plaintiff's individual claims (but not the PAGA
21 claims) asserted in the First Amended Complaint against Diamond shall be dismissed with
22 prejudice.

23 IT IS FURTHER STIPULATED, that allegations for class claims (but not PAGA claims)
24 in the operative First Amended Complaint against Diamond shall be deemed stricken.

25 IT IS FURTHER STIPULATED, that the Court shall retain jurisdiction over the Parties,
26 pursuant to Code of Civil Procedure § 664.6 for purposes of enforcement of the Individual
27 Agreement between Plaintiff and Diamond.

28 IT IS FURTHER STIPULATED, that, except as provided in the Individual Agreement,
Plaintiff and Diamond shall bear its own costs and attorney fees pertaining to Plaintiff's individual

1 claims against Diamond, which have been resolved by way of the Individual Agreement.

2 IT IS FURTHER STIPULATED, that nothing in this stipulation and order shall be
3 construed as a dismissal or release of any PAGA claims asserted in the First Amended Complaint
4 against Diamond or any other defendants.

5 IT IS FURTHER STIPULATED, that nothing in this stipulation and order shall be
6 construed as a dismissal or release of Plaintiff's individual claims or class claims asserted in the
7 First Amended Complaint against Defendants JCR Services, LLC and/or Capital Logistics, or any
8 other defendants sued fictitiously as Doe defendants.

9 IT IS FURTHER STIPULATED, that Plaintiff's individual claims asserted in the First
10 Amended Complaint that arose within the time period from June 14, 2019 to July 7, 2019 have
11 been fully resolved in the Individual Agreement, and that Plaintiff is no longer asserting any of
12 those individual claims that arose during the aforementioned time period against any other
13 defendants.

14 **IT IS SO STIPULATED,**

15 Dated: December 30, 2021

LAW OFFICE OF JUSTIAN JUSUF, APC
LAW OFFICES OF SAHAG MAJARIAN II

16 By: 
17 Justian Jusuf

18 Attorneys for Plaintiff MARISELA MORA,
individually and on behalf of others similarly situated

19 Dated: December 30, 2021

ROXBOROUGH, POMERANCE, NYE &
ADREANI, LLP

20 By: /s/ Daron Barsamian
21 Michael Adreani
Daron Barsamian

22 Attorneys for Defendant DIAMOND ZB STAFFING
23 SERVICES, LLC

24
25
26
27 **ORDER**
28

1 Based on the foregoing stipulation of Plaintiff Marisela Mora ("Plaintiff") and Defendant
2 Diamond ZB Staffing Services, LLC ("Diamond") (collectively the "Parties"), it is hereby
3 ORDERED, that that Plaintiff's individual claims (but not the PAGA claims) asserted in the First
4 Amended Complaint against Diamond shall be dismissed with prejudice.

5 IT IS FURTHER ORDERED, that allegations for class claims (but not PAGA claims) in
6 the operative First Amended Complaint against Diamond shall be deemed stricken.

7 IT IS FURTHER ORDERED, that the Court shall retain jurisdiction over the Parties,
8 pursuant to Code of Civil Procedure § 664.6 for purposes of enforcement of the Individual
9 Agreement between Plaintiff and Diamond.

10 IT IS FURTHER ORDERED, that, except as provided in the Individual Agreement,
11 Plaintiff and Diamond shall bear its own costs and attorney fees pertaining to Plaintiff's individual
12 claims against Diamond, which have been resolved by way of the Individual Agreement.

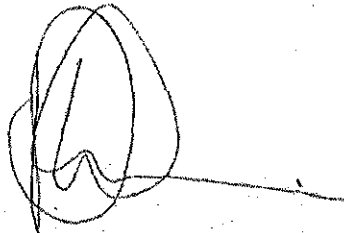
13 IT IS FURTHER ORDERED, that nothing in this stipulation and order shall be construed
14 as a dismissal or release of any PAGA claims asserted in the First Amended Complaint against
15 Diamond or any other defendants.

16 IT IS FURTHER ORDERED, that nothing in this stipulation and order shall be construed
17 as a dismissal or release of Plaintiff's individual claims or class claims asserted in the First
18 Amended Complaint against Defendants JCR Services, LLC and/or Capital Logistics, or any other
19 defendants sued fictitiously as Doe defendants.

20 IT IS FURTHER ORDERED, that Plaintiff's individual claims asserted in the First
21 Amended Complaint that arose within the time period from June 14, 2019 to July 7, 2019 have
22 been fully resolved in the Individual Agreement, and that Plaintiff is no longer asserting any of
23 those individual claims that arose during the aforementioned time period against any other
24 defendants.

25 **IT IS SO ORDERED,**

26 Dated: January 03, 2022



27 Hon. Peter Wilson
28 Judge of the Superior Court

Exhibit D

1 Michael B. Adreani, Esq. (SBN 194991)
mba@rpnalaw.com
2 Chinye J. Uwechue, Esq. (SBN 165352)
cju@rpnalaw.com
3 ROXBOROUGH, POMERANCE, NYE & ADREANI, LLP
4 5900 Canoga Avenue, Suite 450
Woodland Hills, California 91367
Telephone: (818) 992-9999
5 Facsimile: (818) 992-9991

6 Attorneys for Defendant
DIAMOND ZB STAFFING SERVICES, LLC
7

8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF ORANGE

11	MARISELA MORA, individually and on	)	Case No. 30-2019-01104920-CU-OE-CXC
12	behalf of others similarly situated,)	
13	Plaintiff,	)	Assigned for all purposes to
14	v.	)	Hon. Peter Wilson, Dept. CX102
15	DIAMOND ZB STAFFING SERVICES,	)	DEFENDANT DIAMOND ZB STAFFING
16	LLC; CAPTIAL LOGISTICS; JCR	)	SERVICES, LLC'S SUPPLEMENTAL
17	SERVICES, LLC; and DOES 1-50,	)	RESPONSES TO PLAINTIFF MARISELA
18	Defendants.	)	MORA'S SECOND SET OF SPECIAL
19		)	INTERROGATORIES
20		)	Complaint filed: October 16, 2019
21		)	Trial Date: None Set

20 **PROPOUNDING PARTY:** PLAINTIFF MARISELA MORA
21 **RESPONDING PARTY:** DEFENDANT DIAMOND ZB STAFFING SERVICES, LLC
22 **SET NO.:** TWO

23 Defendant DIAMOND ZB STAFFING SERVICES, LLC. (“Defendant” and/or
24 “Responding Party”), provides the following supplemental responses to the Second Set of Special
25 Interrogatories propounded by Plaintiff MARISELA MORA (“Plaintiff” and/or “Propounding
26 Party”) as follows:

27 ///
28 ///

1 **PRELIMINARY STATEMENT**

2 It should be noted that Responding Party has not fully completed its investigation of the facts
3 relating to this case, has not fully completed its discovery in this action, and has not completed its
4 preparation for trial. All of the responses contained herein are based only upon such information
5 and documents which are presently available to and specifically known to Responding Party and
6 disclose only those contentions which presently occur to such Responding Party. It is anticipated
7 that further discovery, independent investigation, legal research and analysis with experts will
8 supply additional facts, add meaning to the known facts, as well as establish entirely
9 new factual conclusions and legal contentions, all of which may lead to substantial additions to,
10 changes in and variations from, the contentions herein set forth.

11 The following responses are given without prejudice to Responding Party's rights to produce
12 evidence of any subsequently discovered facts or documents which Responding Party may later
13 recall or come into possession. Responding Party accordingly reserves the right to change any and
14 all answers herein as additional facts are ascertained, analysis are made, legal research is completed
15 and contentions are formulated. The answers contained herein are made in a good faith effort to
16 supply as much factual information and as much specificity of legal contentions as is presently
17 known, but should in no way prejudice Responding Party in relation to further discovery, research
18 or analysis.

19 **GENERAL OBJECTIONS**

20 1. Responding Party hereby objects to each demand to the extent that Responding Party
21 is required to disclose information and/or documentation protected from disclosure under the
22 attorney-client privilege and/or attorney-work product privilege and any other applicable privileges.
23 Without waiving this objection, Responding Party will respond to the demands with the assumption
24 that each demand was not meant to be construed in such a manner as to require the disclosure of
25 protected and/or privileged material.

26 2. The following responses are made solely for the purposes of this action. Each
27 response is subject to all objections as to competence, relevance, materiality, and admissibility, and
28 any and all other objections and grounds which objections would require the exclusion of any

1 writing produced herein at trial, all of which objections and grounds are reserved and may be
2 interposed at the time of trial.

3 3. Responding Party objects to each demand to the extent that it seeks the production of
4 documents and/or the disclosure of information that is protected from discovery by the applicable
5 privacy rights and privileges of Responding Party. Without waiving this objection, Responding
6 Party will respond to each demand with the assumption that it was not meant to be construed in such
7 a manner as to require the disclosure of protected and/or privileged material.

8 4. Responding Party objects to each demand to the extent that it seeks documents and/or
9 information that are neither relevant nor material to the issues in the action, and are not likely to lead
10 to the discovery of admissible evidence. Without waiving this objection, Responding Party will
11 respond to each demand with the assumption that it was not meant to be construed in such a manner
12 as to require the disclosure of protected, privileged, and/or irrelevant material.

13 5. Responding Party further objects to each demand to the extent that it is vague,
14 ambiguous, overly broad, compound, disjunctive, burdensome and oppressive, and seeks
15 information equally within the possession, custody and control of the Propounding Party.

16 SUPPLEMENTAL RESPONSES TO SPECIAL INTERROGATORIES

17 SPECIAL INTERROGATORY NO. 11:

18 Please state the names and CONTACT INFORMATION of all persons who have been
19 employed by YOU in California at any time from October 1, 2018 to the present. (For purposes of
20 these interrogatories, the term “CONTACT INFORMATION” means the address, phone number,
21 and e-mail address) (For purposes of these interrogatories, the term “YOU” refers to the
22 Responding Party, Diamond ZB Staffing Services, LLC.)

23 RESPONSE TO SPECIAL INTERROGATORY NO. 11:

24 Responding Party objects to this interrogatory to the extent that it is overbroad as to time and
25 scope such that it incorporates irrelevant matters that are beyond the scope of *CCP section*
26 *2017.010*. This interrogatory is also not reasonably calculated to lead to the discovery of admissible
27 evidence. This requested information also calls for speculation.

28 Responding Party objects to this interrogatory to the extent that it calls for information that

1 violates the privacy rights of third parties.

2 Furthermore, the requested information, even if discoverable and to any extent not subject to
3 the objections set forth herein, would have to be provided pursuant to a protective order approved
4 and signed by this court.

5 Subject to all objections made in this case, Responding party answers as follows: Given that
6 individuals have privacy rights, Responding party is willing to meet and confer if Propounding Party
7 will agree in writing to fully fund the cost (labor; paper; envelopes; ink; photocopying/scanning/
8 reproducing/storing; stamps; travel to and from post offices etc..) of:

- 9 (1) Going through existing records (if they exist) and identifying everyone who is not an
10 independent contractor and who is/was employed by Propounding party from October 1,
11 2018 to May 1, 2022;
- 12 (2) Making a list of every employee found and adding their addresses to the list;
- 13 (3) Preparing multiple waiver of privacy forms;
- 14 (4) Legal counsel reviewing a template of the waiver of privacy forms to ensure that they
15 comply with the law;
- 16 (5) Contacting everyone in writing by regular mail and enclosing a waiver form;
- 17 (6) Mailing the written request and waiver forms to each employee identified;
- 18 (7) Reviewing each piece of mail received from each employee in response to the mailing;
- 19 (8) Compiling a database containing only those employees who returned fully executed and
20 properly dated waiver forms;
- 21 (9) Copying the database and sharing the same with Propounding party.

22 There may be additional costs beyond those listed above which Propounding party will be
23 required to bear.

24 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 11:**

25 Subject to and without waiving prior objections, privileges and rights permitted under the
26 law, Responding party answers as follows: To the extent within the possession and control of
27 Responding party, subject to a Protective Order and a Belaire-West agreement, Responding party
28

1 will provide/produce the names, and contact information that are in Responding party's employees'
2 records for the period Oct. 1, 2018 to Dec. 30, 2022.

3 In the alternative, Responding party reserves the right under CCP section 2030.230 "to
4 specify the writings from which the answer may be derived or ascertained", namely Excel
5 spreadsheets. **Please note that from December 2019 et seq., Diamond ZB did not have**
6 **employees in California.**

7 SPECIAL INTERROGATORY NO. 12:

8 Please state the names and CONTACT INFORMATION of any and all persons who have
9 been employed by YOU as non-exempt employees and placed to work at Capital Logistics, located
10 at 22000 Opportunity Way, Riverside, CA 92518, at any time from October 1, 2018 to the present.

11 RESPONSE TO SPECIAL INTERROGATORY NO. 12:

12 Responding Party objects to this interrogatory to the extent that it is overbroad as to time and
13 scope such that it incorporates irrelevant matters that are beyond the scope of *CCP section*
14 *2017.010*. This interrogatory is also not reasonably calculated to lead to the discovery of admissible
15 evidence. This requested information also calls for speculation. This request calls for assumptions
16 and legal opinions as to "non-exempt employees."

17 Responding Party objects to this interrogatory to the extent that it calls for information that
18 violates the privacy rights of third parties.

19 Furthermore, the requested information, even if discoverable and to any extent not subject to
20 the objections set forth herein, would have to be provided pursuant to a protective order approved
21 and signed by this court.

22 Subject to all objections made in this case, Responding party answers as follows: Given that
23 individuals have privacy rights, Responding party is willing to meet and confer if Propounding Party
24 will agree in writing to fully fund the cost (labor; paper; envelopes; ink; photocopying/scanning/
25 reproducing/storing; stamps; travel to and from post offices etc..) of:

- 26 (1) Going through existing records (if they exist) and identifying everyone who is not an
27 independent contractor and who is/was employed by Propounding party from October 1,
28 2018 to May 1, 2022;

- 1 (2) Making a list of every employee found and adding their addresses to the list;
- 2 (3) Preparing multiple waiver of privacy forms;
- 3 (4) Legal counsel reviewing a template of the waiver of privacy forms to ensure that they
- 4 comply with the law;
- 5 (5) Contacting everyone in writing by regular mail and enclosing a waiver form;
- 6 (6) Mailing the written request and waiver forms to each employee identified;
- 7 (7) Reviewing each piece of mail received from each employee in response to the mailing;
- 8 (8) Compiling a database containing only those employees who returned fully executed and
- 9 properly dated waiver forms;
- 10 (9) Copying the database and sharing the same with Propounding party.

11 There may be additional costs beyond those listed above which Propounding party will be
12 required to bear.

13 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 12:**

14 Subject to and without waiving prior objections, privileges and rights permitted under the
15 law, Responding party answers as follows: To the extent within the possession and control of
16 Responding party, subject to a Protective Order and a Belaire-West agreement, Responding party
17 will provide/produce the names and contact information that are in Responding party's employees'
18 records for the period Oct. 1, 2018 to Dec. 30, 2022.

19 In the alternative, Responding party reserves the right under CCP section 2030.230 "to
20 specify the writings from which the answer may be derived or ascertained", namely Excel
21 spreadsheets. **Please note that from December 2019 et seq., Diamond ZB did not have**
22 **employees in California.**

23 **SPECIAL INTERROGATORY NO. 13:**

24 Please state the number of persons who have been employed by YOU in California at any
25 time from October 1, 2018 to the present.

26 **RESPONSE TO SPECIAL INTERROGATORY NO. 13:**

27 Responding Party objects to this interrogatory to the extent that it is overbroad as to time and
28 scope such that it incorporates irrelevant matters that are beyond the scope of *CCP section*

1 2017.010. This interrogatory is also not reasonably calculated to lead to the discovery of admissible
2 evidence. This requested information also calls for speculation. Responding Party objects to this
3 interrogatory to the extent that it calls for information that violates the privacy rights of third parties.

4 Subject to all objections made in this case, Responding party answers as follows: The total
5 number of employees is not relevant since it encompasses persons who have nothing to do with this
6 pending lawsuit. Furthermore, expending resources to search for an aggregate number over a period
7 of multiple years is onerous and oppressive especially given that such a number would intrinsically
8 have no probative value. Forcing Responding party to undertake such an onerous exercise will
9 unfairly drive up the cost of litigation without providing information with probative value.

10 Additionally, once the strategy proposed in the responses given to Special Interrogatory Nos.
11 11 and 12 is adopted the issue of an aggregate number of employees will be moot/resolved.

12 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 13:**

13 Subject to and without waiving prior objections, privileges and rights permitted under the
14 law, Responding party answers as follows: To the extent within the possession and control of
15 Responding party, subject to a Protective Order and a Belaire-West agreement, Responding party
16 will provide/produce the information that is in Responding party's employees' records for the period
17 Oct. 1, 2018 to Dec. 30, 2022.

18 In the alternative, Responding party reserves the right under CCP section 2030.230 "to
19 specify the writings from which the answer may be derived or ascertained", namely Excel
20 spreadsheets. **Please note that from December 2019 et seq., Diamond ZB did not have
21 employees in California.**

22 **SPECIAL INTERROGATORY NO. 14:**

23 Please state the number of persons who have been employed by YOU as non-exempt
24 employees and placed to work at Capital Logistics, located at 22000 Opportunity Way, Riverside,
25 CA 92518, at any time from October 1, 2018 to the present.

26 **RESPONSE TO SPECIAL INTERROGATORY NO. 14:**

27 Responding Party objects to this interrogatory to the extent that it is overbroad as to time and
28 scope such that it incorporates irrelevant matters that are beyond the scope of *CCP section*

1 2017.010. This interrogatory is also not reasonably calculated to lead to the discovery of admissible
2 evidence. This requested information also calls for speculation. This request calls for assumptions
3 and legal opinions as to “non-exempt employees.” Responding Party objects to this interrogatory to
4 the extent that it calls for information that violates the privacy rights of third parties.

5 Subject to all objections made in this case, Responding party answers as follows: The total
6 number of employees is not relevant since it encompasses persons who have nothing to do with this
7 pending lawsuit. Furthermore, expending resources to search for an aggregate number over a period
8 of multiple years is onerous and oppressive especially given that such a number would intrinsically
9 have no probative value. Forcing Responding party to undertake such an onerous exercise will
10 unfairly drive up the cost of litigation without providing information with probative value.

11 Additionally, once the strategy proposed in the responses given to Special Interrogatory Nos.
12 11 and 12 is adopted the issue of an aggregate number of employees will be moot/resolved.

13 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 14:**

14 Subject to and without waiving prior objections, privileges and rights permitted under the
15 law, Responding party answers as follows: To the extent within the possession and control of
16 Responding party, subject to a Protective Order and a Belaire-West agreement, Responding party
17 will provide/produce the information that is in Responding party’s employees’ records for the period
18 Oct. 1, 2018 to Dec. 30, 2022.

19 In the alternative, Responding party reserves the right under CCP section 2030.230 “to
20 specify the writings from which the answer may be derived or ascertained”, namely Excel
21 spreadsheets. **Please note that from December 2019 et seq., Diamond ZB did not have
22 employees in California.**

23 **SPECIAL INTERROGATORY NO. 15:**

24 Please state the number of persons who are currently employed by YOU in California.

25 **RESPONSE TO SPECIAL INTERROGATORY NO. 15:**

26 Responding Party objects to this interrogatory to the extent that it is overbroad as to time and
27 scope such that it incorporates irrelevant matters that are beyond the scope of *CCP section*
28 2017.010. This interrogatory is also not reasonably calculated to lead to the discovery of admissible

1 evidence. This requested information also calls for speculation. Responding Party objects to this
2 interrogatory to the extent that it calls for information that violates the privacy rights of third parties.

3 Subject to all objections made in this case, Responding party answers as follows: The total
4 number of employees is not relevant since it encompasses persons who have nothing to do with this
5 pending lawsuit. Furthermore, expending resources to search for an aggregate number over a period
6 of multiple years is onerous and oppressive especially given that such a number would intrinsically
7 have no probative value. Forcing Responding party to undertake such an onerous exercise will
8 unfairly drive up the cost of litigation without providing information with probative value.

9 Additionally, once the strategy proposed in the responses given to Special Interrogatory Nos.
10 11 and 12 is adopted the issue of an aggregate number of employees will be moot/resolved.

11 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 15:**

12 Subject to and without waiving prior objections, privileges and rights permitted under the
13 law, Responding party answers as follows: To the extent within the possession and control of
14 Responding party, subject to a Protective Order and a Belaire-West agreement, Responding party
15 will provide/produce the information that is in Responding party's employees' records for the period
16 Oct. 1, 2018 to Dec. 30, 2022.

17 In the alternative, Responding party reserves the right under CCP section 2030.230 "to
18 specify the writings from which the answer may be derived or ascertained", namely Excel
19 spreadsheets. **Please note that from December 2019 et seq., Diamond ZB did not have
20 employees in California.**

21 **SPECIAL INTERROGATORY NO. 16:**

22 Please state the number of persons who are currently employed by YOU as non-exempt
23 employees and currently placed to work at Capital Logistics, located at 22000 Opportunity Way,
24 Riverside, CA 92518.

25 **RESPONSE TO SPECIAL INTERROGATORY NO. 16:**

26 Responding Party objects to this interrogatory to the extent that it is overbroad as to time and
27 scope such that it incorporates irrelevant matters that are beyond the scope of *CCP section*
28 *2017.010*. This interrogatory is also not reasonably calculated to lead to the discovery of admissible

1 evidence. This requested information also calls for speculation. This request calls for assumptions
2 and legal opinions as to “non-exempt employees.” Responding Party objects to this interrogatory to
3 the extent that it calls for information that violates the privacy rights of third parties.

4 Subject to all objections made in this case, Responding party answers as follows: The total
5 number of employees is not relevant since it encompasses persons who have nothing to do with this
6 pending lawsuit. Furthermore, expending resources to search for an aggregate number over a period
7 of multiple years is onerous and oppressive especially given that such a number would intrinsically
8 have no probative value. Forcing Responding party to undertake such an onerous exercise will
9 unfairly drive up the cost of litigation without providing information with probative value.

10 Additionally, once the strategy proposed in the responses given to Special Interrogatory Nos.
11 11 and 12 is adopted the issue of an aggregate number of employees will be moot/resolved.

12 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 16:**

13 Subject to and without waiving prior objections, privileges and rights permitted under the
14 law, Responding party answers as follows: To the extent within the possession and control of
15 Responding party, subject to a Protective Order and a Belaire-West agreement, Responding party
16 will provide/produce the information that is in Responding party’s employees’ records for the period
17 Oct. 1, 2018 to Dec. 30, 2022.

18 In the alternative, Responding party reserves the right under CCP section 2030.230 “to
19 specify the writings from which the answer may be derived or ascertained”, namely Excel
20 spreadsheets. **Please note that from December 2019 et seq., Diamond ZB did not have
21 employees in California.**

22 **SPECIAL INTERROGATORY NO. 17:**

23 Please state the dates YOU placed YOUR employees to work at Capital Logistics, located at
24 22000 Opportunity Way, Riverside, CA 92518.

25 **RESPONSE TO SPECIAL INTERROGATORY NO. 17:**

26 Responding Party objects to this interrogatory to the extent that it is overbroad as to time and
27 scope such that it incorporates irrelevant matters that are beyond the scope of *CCP section*
28 *2017.010*. This interrogatory is also not reasonably calculated to lead to the discovery of admissible

1 evidence. This requested information also calls for speculation. Responding Party objects to this
2 interrogatory to the extent that it calls for information that violates the privacy rights of third parties.

3 The term “YOUR” is not defined and is therefore ambiguous.

4 Subject to all objections made in this case, Responding party answers as follows: The
5 question is ambiguous as posed since it is unclear who “YOUR” refers to.

6 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 17:**

7 Subject to and without waiving prior objections, privileges and rights permitted under the
8 law, Responding party answers as follows: To the extent that the information is not already covered
9 in responses to the prior requests and to the extent within the possession and control of Responding
10 party, subject to a Protective Order and a Belaire-West agreement, Responding party will provide
11 the date of hire of employees placed to work at Capital Logistics, located at 22000 Opportunity as of
12 December 30, 2022.

13 In the alternative, Responding party reserves the right under CCP section 2030.230 “to
14 specify the writings from which the answer may be derived or ascertained”, namely Excel
15 spreadsheets and such additional identifiable documents that may exist. **Please note that from
16 December 2019 et seq., Diamond ZB did not have employees in California.**

17 **SPECIAL INTERROGATORY NO. 18:**

18 Please state the number of wage statements YOU furnished YOUR employees in California
19 at any time from October 1, 2018 to the present.

20 **RESPONSE TO SPECIAL INTERROGATORY NO. 18:**

21 Responding Party objects to this interrogatory to the extent that it is overbroad as to time and
22 scope such that it incorporates irrelevant matters that are beyond the scope of *CCP section*
23 *2017.010*. This interrogatory is also not reasonably calculated to lead to the discovery of admissible
24 evidence. This requested information also calls for speculation. Responding Party objects to this
25 interrogatory to the extent that it calls for information that violates the privacy rights of third parties.

26 The term “YOUR” is not defined and is therefore ambiguous.

27 Subject to all objections made in this case, Responding party answers as follows: The
28 question is ambiguous as posed since it is unclear who “YOUR” refers to.

1 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 18:**

2 Subject to and without waiving prior objections, privileges and rights permitted under the
3 law, Responding party answers as follows: Wage statements were furnished to 1,393 employees in
4 California for the period Oct. 1 2018 to Dec. 31, 2022. **Please note that from December 2019 et**
5 **seq., Diamond ZB did not have employees in California.**

6 **SPECIAL INTERROGATORY NO. 19:**

7 Please state the number of wage statements that show the full nine digits of employee's
8 social security number YOU furnished YOUR employees in California at any time from October 1,
9 2018 to the present.

10 **RESPONSE TO SPECIAL INTERROGATORY NO. 19:**

11 Responding Party objects to this interrogatory to the extent that it is overbroad as to time and
12 scope such that it incorporates irrelevant matters that are beyond the scope of *CCP section*
13 *2017.010*. This interrogatory is also not reasonably calculated to lead to the discovery of admissible
14 evidence. This requested information also calls for speculation. Responding Party objects to this
15 interrogatory to the extent that it calls for information that violates the privacy rights of third parties.

16 The term "YOUR" is not defined and is therefore ambiguous.

17 Subject to all objections made in this case, Responding party answers as follows: The
18 question is ambiguous as posed since it is unclear who "YOUR" refers to.

19 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 19:**

20 Subject to and without waiving prior objections, privileges and rights permitted under the
21 law, Responding party answers as follows: Wage statements that show the full 9 digits of
22 employees' SSN were furnished to 1,244 employees in California for the period October 1, 2018 to
23 December 31, 2022. **Please note that from December 2019 et seq., Diamond ZB did not have**
24 **employees in California..**

25 **SPECIAL INTERROGATORY NO. 20:**

26 Please state the number of YOUR current and former employees in California to whom
27 YOU furnished one or more wage statements that show the full nine digits of their social security
28 numbers at any time from October 1, 2018 to the present.

1 RESPONSE TO SPECIAL INTERROGATORY NO. 20:

2 Responding Party objects to this interrogatory to the extent that it is overbroad as to time and
3 scope such that it incorporates irrelevant matters that are beyond the scope of *CCP section*
4 *2017.010*. This interrogatory is also not reasonably calculated to lead to the discovery of admissible
5 evidence. This requested information also calls for speculation. Responding Party objects to this
6 interrogatory to the extent that it calls for information that violates the privacy rights of third parties.

7 The term “YOUR” is not defined and is therefore ambiguous.

8 Subject to all objections made in this case, Responding party answers as follows: The
9 question is ambiguous as posed since it is unclear who “YOUR” refers to.

10 SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 20:

11 Subject to and without waiving prior objections, privileges and rights permitted under the
12 law, Responding party answers as follows: Wage statements that show the full 9 digits of
13 employees’ SSN were furnished to 1,244 employees in California for the period October 1, 2018 to
14 December 31, 2022. **Please note that from December 2019 et seq., Diamond ZB did not have**
15 **employees in California..**

16 Subject to a Protective Order and a Belaire-West agreement, Responding party reserves the
17 right under CCP section 2030.230 “to specify the writings from which the answer may be derived or
18 ascertained”, namely redacted copies of wage statements or records of wage statements.

19 SPECIAL INTERROGATORY NO. 21:

20 For each of YOUR current and former employees in California to whom YOU furnished one
21 or more wage statements that show the full nine digits of their social security numbers at any time
22 from October 1, 2018 to the present, please state the employee’s name and CONTACT
23 INFORMATION.

24 RESPONSE TO SPECIAL INTERROGATORY NO. 21:

25 Responding Party objects to this interrogatory to the extent that it is overbroad as to time and
26 scope such that it incorporates irrelevant matters that are beyond the scope of *CCP section*
27 *2017.010*. This interrogatory is also not reasonably calculated to lead to the discovery of admissible
28 evidence. This requested information also calls for speculation. Responding Party objects to this

1 interrogatory to the extent that it calls for information that violates the privacy rights of third parties.

2 The term “YOUR” is not defined and is therefore ambiguous.

3 Subject to all objections made in this case, Responding party answers as follows: The
4 question is ambiguous as posed since it is unclear who “YOUR” refers to.

5 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 21:**

6 Subject to and without waiving prior objections, privileges and rights permitted under the
7 law, Responding party answers as follows: To the extent within the possession and control of
8 Responding party, subject to a Protective Order and a Belaire-West agreement, Responding party
9 will either provide Propounding party with said information if already existing or in the alternative,
10 or, Responding party reserves the right under CCP section 2030.230 “to specify the writings from
11 which the answer may be derived or ascertained”, namely Excel spreadsheets and/or redacted copies
12 of wage statements or records of wage statements. The information/documents provided allows
13 Propounding party to do the calculations/arithmetic required.

14 **SPECIAL INTERROGATORY NO. 22:**

15 For each of YOUR current and former employees in California to whom YOU furnished one
16 or more wage statements that show the full nine digits of their social security numbers at any time
17 from October 1, 2018 to the present, please state the employee’s name and the number of such wage
18 statements furnished to the employee.

19 **RESPONSE TO SPECIAL INTERROGATORY NO. 22:**

20 Responding Party objects to this interrogatory to the extent that it is overbroad as to time and
21 scope such that it incorporates irrelevant matters that are beyond the scope of *CCP section*
22 *2017.010*. This interrogatory is also not reasonably calculated to lead to the discovery of admissible
23 evidence. This requested information also calls for speculation. Responding Party objects to this
24 interrogatory to the extent that it calls for information that violates the privacy rights of third parties.

25 The term “YOUR” is not defined and is therefore ambiguous.

26 Subject to all objections made in this case, Responding party answers as follows: The
27 question is ambiguous as posed since it is unclear who “YOUR” refers to.

28 ///

1 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 22:**

2 Subject to and without waiving prior objections, privileges and rights permitted under the
3 law, Responding party answers as follows: To the extent within the possession and control of
4 Responding party, subject to a Protective Order and a Belaire-West agreement, Responding party
5 will either provide Propounding party with said information if already existing or in the alternative,
6 or, Responding party reserves the right under CCP section 2030.230 “to specify the writings from
7 which the answer may be derived or ascertained”, namely Excel spreadsheets and/or redacted copies
8 of wage statements or records of wage statements. The information/documents provided allows
9 Propounding party to do the calculations/arithmetic required.

10 **SPECIAL INTERROGATORY NO. 23:**

11 Please state the total sum of money YOU have paid pursuant to Labor Code § 226.7 to any
12 of YOUR employees assigned to work at Capital Logistics facility located at 22000 Opportunity
13 Way, Riverside, California 92518 at any time from October 1, 2018 to the present.

14 **RESPONSE TO SPECIAL INTERROGATORY NO. 23:**

15 Responding Party objects to this interrogatory to the extent that it is overbroad as to time and
16 scope such that it incorporates irrelevant matters that are beyond the scope of *CCP section*
17 *2017.010*. This interrogatory is also not reasonably calculated to lead to the discovery of admissible
18 evidence. This requested information also calls for speculation. Responding Party objects to this
19 interrogatory to the extent that it calls for information that violates the privacy rights of third parties.

20 The term “YOUR” is not defined and is therefore ambiguous.

21 Subject to all objections made in this case, Responding party answers as follows: The
22 question is ambiguous as posed since it is unclear who “YOUR” refers to.

23 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 23:**

24 Subject to and without waiving prior objections, privileges and rights permitted under the
25 law, Responding party answers as follows: To the extent within the possession and control of
26 Responding party, subject to a Protective Order and a Belaire-West agreement, Responding party
27 reserves the right under CCP section 2030.230 “to specify the writings from which the answer may
28

1 be derived or ascertained”, namely time cards/records. The information/documents provided allows
2 Propounding party to do the calculations/arithmetic required.

3 SPECIAL INTERROGATORY NO. 24:

4 Please state the number of YOUR employees assigned to work at Capital Logistics facility
5 located at 22000 Opportunity Way, Riverside, CA 92518 at any time from October 1, 2018 to the
6 present to whom YOU have paid any sum of money pursuant to Labor Code § 226.7.

7 RESPONSE TO SPECIAL INTERROGATORY NO. 24:

8 Responding Party objects to this interrogatory to the extent that it is overbroad as to time and
9 scope such that it incorporates irrelevant matters that are beyond the scope of *CCP section*
10 *2017.010*. This interrogatory is also not reasonably calculated to lead to the discovery of admissible
11 evidence. This requested information also calls for speculation. Responding Party objects to this
12 interrogatory to the extent that it calls for information that violates the privacy rights of third parties.

13 The term “YOUR” is not defined and is therefore ambiguous.

14 Subject to all objections made in this case, Responding party answers as follows: The
15 question is ambiguous as posed since it is unclear who “YOUR” refers to.

16 SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 24:

17 Subject to and without waiving prior objections, privileges and rights permitted under the
18 law, Responding party answers as follows: To the extent within the possession and control of
19 Responding party, subject to a Protective Order and a Belaire-West agreement, Responding party
20 reserves the right under CCP section 2030.230 “to specify the writings from which the answer may
21 be derived or ascertained”, namely time cards/records. The information/documents provided allows
22 Propounding party to do the calculations/arithmetic required.

23 SPECIAL INTERROGATORY NO. 25:

24 Please state the total number of workweeks YOUR non-exempt employees worked at
25 Capital Logistics, located at 22000 Opportunity Way, Riverside, CA 92518 at any time from
26 October 1, 2018 to the present.

27 RESPONSE TO SPECIAL INTERROGATORY NO. 25:

28 Responding Party objects to this interrogatory to the extent that it is overbroad as to time and

1 scope such that it incorporates irrelevant matters that are beyond the scope of *CCP section*
2 *2017.010*. This interrogatory is also not reasonably calculated to lead to the discovery of admissible
3 evidence. This requested information also calls for speculation. Responding Party objects to this
4 interrogatory to the extent that it calls for information that violates the privacy rights of third parties.
5 This request calls for assumptions and legal opinions as to “non-exempt employees.”

6 The term “YOUR” is not defined and is therefore ambiguous.

7 Subject to all objections made in this case, Responding party answers as follows: The
8 question is ambiguous as posed since it is unclear who “YOUR” refers to.

9 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 25:**

10 Subject to and without waiving prior objections, privileges and rights permitted under the
11 law, Responding party answers as follows: The February 16, 2023 Court ruling on plaintiff’s
12 motions to compel does NOT refer to Special Interrogatory No. 25 and therefore there is no duty to
13 respond and Plaintiff’s right to move to compel has expired and therefore the Court has no
14 jurisdiction to compel a response.

15 If, however, the February 16, 2023 Court ruling encompassed this interrogatory, we request
16 that Plaintiff meet and confer **after** identifying all the portions in the Court order that refer to
17 Special Interrogatory No. 25.

18
19 DATED: March 2, 2023

ROXBOROUGH, POMERANCE, NYE & ADREANI, LLP

20
21 By: 

MICHAEL B. ADREANI
CHINYE J. UWECHUE
Attorneys for Defendant
DIAMOND ZB STAFFING SERVICES, LLC

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

VERIFICATION

I have read the foregoing, DEFENDANT DIAMOND ZB STAFFING SERVICES, LLC'S SUPPLEMENTAL RESPONSES TO PLAINTIFF MARISELA MORA'S SECOND SET OF SPECIAL INTERROGATORIES, and know its contents.

I am a party to this action. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

I am an Officer a Partner a Manager of DIAMOND ZB STAFFING SERVICES, LLC a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason.

I am informed and believe and on that ground allege that the matters stated in the foregoing document are true.

The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and those matters I believe them to be true.

I am one of the attorneys for _____, a party to this action. Such party is absent from the county of aforesaid where such attorneys have their offices, and I make this verification and on behalf of that party for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true.

Executed on March ²_____, 2023 at _____ orange _____, California.

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

DocuSigned by:
Veronica Lake
B12922B1225E46E

VERONICA LAKE

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA

3 COUNTY OF LOS ANGELES

4 I am employed in the county of Los Angeles, State of California. I am over the age of 18 and
5 not a party to the within action. My business address is 5900 Canoga Avenue, Suite 450, Woodland
6 Hills, California 91367.

7 On March 2, 2023, I served the foregoing document described as **DEFENDANT**
8 **DIAMOND ZB STAFFING SERVICES, LLC'S RESPONSES TO PLAINTIFF MARISELA**
9 **MORA'S SECOND SET OF SPECIAL INTERROGATORIES** on the interested party(ies) in
10 this action as follows:

11 Justian Jusuf – State Bar No. 201507
12 Email: jjusuf@jusuf-law.com
13 LAW OFFICE OF JUSTIAN JUSUF, APC 17011 Beach Blvd., Suite 900
14 Huntington Beach, California 92647
15 Phone: (714) 274-9815
16 Fax: (714) 362-3148

17 Sahag Majarian II – State Bar No. 146621
18 Email: sahagii@aol.com
19 LAW OFFICES OF SAHAG MAJARIAN II 18250 Ventura Blvd.
20 Tarzana, California 91356
21 Phone: (818) 609-0807
22 Fax: (818) 609-0892
23 Attorneys for Plaintiff MARISELA MORA

24 Thomas F. Nowland - State Bar No. 236824
25 Email: tom@nowlandlaw.com
26 LAW OFFICES OF THOMAS F. NOWLAND
27 20241 S.W. Birch Street, Suite 203
28 Newport Beach, CA 92660
29 Counsel for Defendant Capital Logistics and Cross-Defendant
30 Capital Logistics And Warehousing West, Inc.

31 Paul S. Saghera - State Bar No. 158523
32 Email: paul@sagheralaw.com
33 SAGHERA LAW GROUP, APC
34 2400 E. Katella Avenue, Suite 800
35 Anaheim, CA 92806
36 Counsel for Defendant JCR Services, LLC

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

BY ELECTRONIC MAIL: I caused such documents listed above to be transmitted via e-mail to each of the above-listed parties at the e-mail address as last given by that person on any document which he or she has filed in this action and served upon this office.

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

Executed on **March 2, 2023** at Woodland Hills, California.



KRISTIN GALETANO

Exhibit E

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ORANGE
CIVIL COMPLEX CENTER**

MINUTE ORDER

DATE: 06/15/2023

TIME: 02:00:00 PM

DEPT: CX101

JUDICIAL OFFICER PRESIDING: Peter Wilson

CLERK: V. Harting

REPORTER/ERM: Lisa Ann Augustine-10419 CSR# 10419

BAILIFF/COURT ATTENDANT: I. Olivares

CASE NO: **30-2019-01104920-CU-OE-CXC** CASE INIT.DATE: 10/16/2019

CASE TITLE: **Mora vs. Diamond ZB Staffing Services, LLC**

CASE CATEGORY: Civil - Unlimited CASE TYPE: Other employment

EVENT ID/DOCUMENT ID: 74004449

EVENT TYPE: Status Conference

EVENT ID/DOCUMENT ID: 73970330

EVENT TYPE: Motion for Summary Judgment and/or Adjudication

MOVING PARTY: Marisela Mora

CAUSAL DOCUMENT/DATE FILED: Motion for Summary Judgment/Adjudication, 03/10/2023

EVENT ID/DOCUMENT ID: 74022743

EVENT TYPE: Motion to Compel Answers to Special Interrogatories

MOVING PARTY: Marisela Mora

CAUSAL DOCUMENT/DATE FILED: Motion to Compel Answers to Interrogatories Special, 03/28/2023
Additional events listed on last page.

APPEARANCES

Justian Jusuf, from Law Office of Justian Jusuf, APC, present for Plaintiff(s) remotely.

Paul S. Saghera, from Saghera Law Group, PC, present for Cross - Defendant, Cross - Complainant, Defendant(s) remotely.

Chinye Uwechue, from Roxborough Pomerance & Nye & Adreani, present for Defendant(s) remotely.

Scott Ezzati, from Law Offices of Thomas F. Nowland, present for Cross - Defendant, Cross - Complainant(s) remotely.

Hearing held, all participants appearing remotely.

Tentative Ruling posted on the Internet.

The Court hears oral argument and confirms the tentative ruling as follows

Motion for Summary Adjudication

Plaintiff Marisela Mora seeks an order granting summary adjudication as against Defendant Diamond ZB Staffing Services, LLC of the following separate issues as to the Sixth Cause of Action for Wage

Statement Violations under PAGA:

-- Issue No. 1: Defendant Diamond violated Labor Code section 226, subdivision (a)(7) as a matter of law because Defendant Diamond showed the full nine digits of the social security numbers of Plaintiff and other employees on the wage statements the Defendant furnished Plaintiff and those other employees.

-- Issue No. 2: Defendant has no defense on the issue of liability as to the Sixth Cause of Action because Defendant Diamond showed the full nine digits of the social security numbers of Plaintiff and other employees on the wage statements the Defendant furnished Plaintiff and those other employees.

-- Issue No. 3: Plaintiff is entitled to recover on behalf of herself and other "aggrieved employees" the civil penalties provided in Labor Code section 2699, subdivisions (f)(2) and (e)(2), in the amounts to be determined at trial, a subsequent motion for summary adjudication, or other future proceedings, because Defendant Diamond showed the full nine digits of the social security numbers of Plaintiff and other employees on the wage statements the Defendant furnished Plaintiff and those other employees, in violation of Labor Code section 226(a)(7).

For the reasons stated below, the Motion is GRANTED as to Issue 1 and 2 and DENIED as to Issue 3.

ROA 350, Defendant's objections to Plaintiff's evidence are DENIED in their entirety.

ROA 351, Defendant's Request for Judicial Notice of its Notice of Withdrawal of Motion to Compel Arbitration is GRANTED. The Court takes judicial notice of the date of filing and legal effect but not any hearsay statements.

The Court DENIES Defendant's Request for Stay. Defendant argues that Plaintiff's standing to bring PAGA claims is at issue because she was compelled to arbitration and then settled her case. Defendant seeks to continue this motion until a decision in *Adolph v. Uber Technologies*, which it contends will decide whether Plaintiff has standing to bring PAGA claims. ROA 349, Opp., pp. 1-2.

Plaintiff responds that there is no standing issue because under *Kim v. Reins International California, Inc.* (2020) 9 Cal.5th 73, 80, a plaintiff who settles or dismisses his or her individual claims may still pursue PAGA claims. Plaintiff further responds that *Viking River Cruises, Inc. v. Moriana* and *Adolph v. Uber Technologies, Inc.* do not affect Plaintiff's standing because the arbitration agreement excluded all PAGA claims from arbitration, Plaintiff was never ordered to arbitration of any portion of her PAGA claims and the issue to be decided by *Adolph* is "whether an aggrieved employee who has been compelled to arbitrate claims under [PAGA] that are 'premised on Labor Code violations actually sustained by' the aggrieved employee ... maintains statutory standing to pursue 'PAGA claims arising out of events involving other employees' in court or in any other forum the parties agree is suitable." (*Adolph v. Uber Technologies* (August 1, 2022 Case No. S274671).)

Plaintiff is correct. *Kim v. Reins International California, Inc.* is controlling law on Plaintiff's standing to bring PAGA claims.

Additionally, Plaintiff was only compelled to arbitrate her individual claims. ROA 270, Ex. 6, 10/8/2020 Minute Order [compelled to arbitrate the 1st-5th COAs in the FAC]. Plaintiff then waived her class claims and the Court stayed the remainder of the action. *Id.* [all PAGA claims]. On January 3, 2022, only Plaintiff's individual claims against Defendant were dismissed since they settled her individual claims. ROA 173 and 175, Stip. and Order and Notice of Entry of Stip. and Order.

Summary Adjudication. A party may move for summary adjudication as to one or more causes of action within an action, one or more affirmative defenses, one or more claims for damages, or one or more issues of duty, if that party contends that the cause of action has no merit or that there is no

affirmative defense thereto, or that there is no merit to an affirmative defense as to any cause of action, or both, or that there is no merit to a claim for damages, as specified in Section 3294 of the Civil Code, or that one or more defendants either owed or did not owe a duty to the plaintiff. (Code Civ. Proc., § 437c(f) (1).)

In order to move for summary adjudication, the moving party must specify in its notice of motion and motion the claim, causes of action, or issues it is moving on. (CRC 3.1350.) The court has no power to adjudicate others. (*Maryland Cas. Co. v. Reeder* (1990) 221 Cal. App. 3d 961, 974 n. 4; *Homestead Savings v. Superior Court* (1986) 179 Cal. App. 3d 494, 498.)

A court may grant summary adjudication and terminate a specific cause of action without trial upon a showing that there is no triable issue of material fact. Cal. Civ. Proc. § 437c(f)(1). The moving party bears an initial burden of production to make a prima facie showing of the nonexistence of any triable issue of material fact, and if the movant carries this burden of production, the burden shifts to the opposing party “to make a prima facie showing of the existence of a triable issue of material fact.” (*Choochagi v. Barracuda Networks, Inc.* (2020) 60 Cal. App. 5th 444, 453.)

The moving party’s papers are to be strictly construed, while the opposing party’s papers are to be liberally construed. (*Committee to Save Beverly Highland Homes Ass’n v. Beverly Highland* (2001) 92 Cal.App.4th 1247, 1260.)

A court may not make credibility determinations or weigh the evidence on a motion for summary judgment or adjudication, and all evidentiary conflicts are to be resolved against the moving party. (*McCabe v. American Honda Motor Corp.* (2002) 100 Cal.App.4th 1111, 1119.)

Here, rather than seeking summary adjudication on the entire 6th COA, Plaintiff seeks summary adjudication on three “separate issues” concerning the 6th COA. ROA 268, NOM. Issue 1 (violation of Labor Code § 226(a)(7)) can be characterized as summary adjudication on the 6th COA while Issue 2 (no defenses) can be characterized as seeking summary adjudication on all defenses. But Issue 3 (penalties can be determined in the future) does not constitute a cause of action, affirmative defense, claim for damages or issue of duty.

Defendant does not argue that the separate issues identified by Plaintiff are not proper subjects of a summary adjudication motion.

Plaintiff contends that in order to establish her claim for PAGA civil penalties based on a violation of under Labor Code §226(a)(7), she does not need to prove the elements of “injury” and “knowing and intentional”. Plaintiff also contends she is not required to establish the amount of civil penalties in order to obtain summary adjudication on the 6th COA because penalties are not a required element. Plaintiff is correct.

In *Lopez v. Friant & Associates, LLC* (2017) 15 Cal.App.5th 773, the Appellate Court held that the trial court had improperly denied summary judgment on Plaintiff’s claim for PAGA civil penalties based on Labor Code § 226(a)(7) because the trial court believed Plaintiff was required to prove the elements of “injury” and “knowing and intentional” requirements of Labor Code § 226(e)(1). (*Id.* at 787-788.) In reaching this holding, the *Lopez* court explained that based on the plain text of the statute and its legislative history, the “injury” and “knowing and intentional” elements are for a private cause of action for damages and statutory penalties under Labor Code § 226(e)(1), but PAGA recognizes a claim for violation of Labor Code § 226(a) and does not mention Labor Code § 226(e). (*Id.* at 785.) Thus, a plaintiff seeking civil penalties under PAGA based on a violation of Labor Code § 226(a) need only show that he or show has complied with the administrative procedures under Labor Code § 2699.3, i.e. notice of the PAGA claims to the LWDA and allowing the employer the opportunity to cure certain violations not listed

under Labor Code § 2699.5, and a violation of Labor Code § 226(a)(7).

Although not a PAGA case, *People v. Superior Court of Los Angeles* (2015) 234 Cal.App.4th 1360, 1364, 1379-1380 (*Cahuenga's the Spot*) explained that civil penalties are a remedy and not a required element of a cause of action for an enforcement action. In *Cahuenga's the Spot*, the trial court denied the People's omnibus motion for summary judgment, or alternatively, for summary adjudication, on enforcement actions based on violations of the Los Angeles Municipal Code, California Health and Safety Code, and the state unfair competition law against more than 80 operators and owners of marijuana facilities, on the grounds that the People did not support their claims for civil penalties. (*Id.* at 1364.) The trial court held that the civil penalties are elements of the causes of action, and primarily relied on *People v. Superior Court* (1973) 9 Cal.3d 283 (*Jayhill*). The Appellate Court disagreed and held that the civil penalties are among the remedies available rather than elements of the cause of action. (*Id.*)

The *Cahuenga's on the Spot* court explained that contrary to the trial court's conclusion, *Jayhill* actually held that civil penalties are a form of relief under a cause of action for violation of Bus. & Prof. Code § 17500 and not part of the cause of action. (*Cahuenga's On the Spot*, 234 Cal.App.4th at 1379-1380.) The *Jayhill* court explained that the Attorney General had a cause of action for violation of a particular statute, i.e. Bus. & Prof. Code § 17500 and among the remedies for that violation is the determination of civil penalties the amount of which is dependent on the number of violations of the statute committed by defendant. (*Id.* at 1380.) As such, the amount of civil penalties is not an element of the cause of action but a remedy.

Here too the amount of civil penalties under the PAGA statute is not part of the cause of action but a remedy, which an aggrieved employee may seek along with "other remedies available under state or federal law, either separately or concurrently with" an action under the PAGA statute. (Code Civ. Proc. § 2699(g)(1).)

Defendant does not dispute these arguments or address these issues.

It is undisputed that the 6th COA seeks PAGA civil penalties based on the violation of Labor Code §226 (a)(7), which permits a wage statement to show the name of the employee and only the last four digits of that employee's social security number. ROA 270, Ex. 3, ¶¶46-48. Plaintiff presents undisputed evidence that the full 9 digits of the social security numbers of 1,244 employees, including Plaintiff, were included in their wage statements. ROA 352, Defendant's Opp. Sep. Stmt.

Defendant seeks to create triable issues of material fact based on its objections to the Mora Declaration and Jusuf Declaration. However, as indicated above, the Court overrules these objections. Plaintiff has personal knowledge of who she worked for and what was on her wage statements and her counsel has personal knowledge of the letter he sent to the LWDA and the response by the LWDA.

It appears Defendant disputes Plaintiff is its employee but has presented no evidence to support that argument. ROA 352, Opp. Sep. Stmt., UMF No. 1. Additionally, the undisputed declaration of Defendant's own employee shows Plaintiff was Defendant's employee. ROA 270, Ex. 5, Lake Decl., ¶2.

Defendant also argues that Plaintiff must present evidence of the existence of each alleged violation and each wage statement that showed the full SSNs and that they were all covered during the operative PAGA period. But Plaintiff met that requirement by presenting Defendant's verified Supplemental Response to Special Interrogatory No. 20 in which Defendant represented that the full nine digits of employees' social security numbers were provided to 1,244 employees from October 1, 2018 to December 31, 2022. ROA 270, Ex. 10, pp. 12 and 13.

Thus, Plaintiff met her burden of demonstrating she satisfied the administrative requirements under PAGA and that Defendant violated Labor Code § 226(a)(7). Defendant has presented no counter

evidence or arguments that dispute Plaintiff's evidence or demonstrates it has any defenses.

Accordingly, summary adjudication is GRANTED on Issue 1 and Issue 2, and DENIED as to Issue 3.

Discovery motions

Plaintiff seeks to compel defendant Diamond ZB Staffing Services, LLC to supplement its responses to Special Interrogatories (Set Two) Nos. 17, 18, 19, 23 and 24.

Plaintiff also seeks to compel Defendant to supplement its responses and produce documents responsive to Requests for Production of Documents (Set Two) Nos. 4, 5 and 6.

The parties respectively seek sanctions with respect to each of these motions.

These motions are continued to August 17, 2023 at 2 PM, and the Court hereby further Orders as follows.

The parties are ordered to meet and confer in person concerning all outstanding issues regarding these motions. In person means that the parties are to speak with each other, face to face or via telephone or videoconferencing. An exchange of correspondence will not be in compliance with this Order. The parties are Ordered to complete their meet and confer efforts by not later than June 30, 2023.

Regarding Special Interrogatories (Set Two) Nos. 17, 18, 19, 23 and 24, for any interrogatories not fully resolved in the meet and confer process, Defendant is ordered to file a verified supplemental response, by not later than July 14, 2023, without any objections other than those based on the attorney-client privilege and/or attorney work product. If defendant continues to elect to produce documents in lieu of responding to any of these interrogatories, all such documents, properly bates-stamped for identification, shall be produced by not later than July 14, 2023.

Regarding Requests for Production of Documents (Set Two) Nos. 4, 5 and 6, for any request not fully resolved in the meet and confer process, Defendant is ordered to file a verified supplemental response, by not later than July 14, 2023, without any objections other than those based on the attorney-client privilege and/or attorney work product. All responsive documents, properly bates-stamped for identification, shall be produced by not later than July 14, 2023.

With respect to any discovery withheld on the basis of the assertion of a privilege, Defendant shall serve on Plaintiff a privilege log by not later than July 14, 2023.

Unless these motions are fully resolved in the meet and confer process, Plaintiff may file a supplemental brief in support of each motion, not to exceed 10 pages excluding attachments, by not later than July 28, 2023, specifically identifying all remaining issues, and Defendant may file a supplemental opposition brief in each motion, not to exceed 10 pages excluding attachments, by not later than August 7, 2023.

Deposition of Veronica Lake

Plaintiff seeks to compel Defendant to produce Veronica Lake to appear for deposition, and monetary sanctions.

Defendant also seeks monetary sanctions against Plaintiff.

Subsequent to the filing of this Motion, Defendant has agreed to produce Veronica Lake for an in-person deposition on June 22, 2023 at Premier Workplaces, One Park Plaza, Suite 600, Irvine, CA 92614. ROA

365, Reply, p. 1, lines 17-18; ROA 367, Joint Status Report, p. 2, lines 2-6; ROA 369, Ex. A, p. 1, lines 20-24. Plaintiff nevertheless seeks an Order, to ensure that the deposition takes place as agreed.

The Court GRANTS the Motion. Per the parties' agreement, Veronica Lake is ordered to appear for her deposition in person on June 22, 2023 at Premier Workplaces, One Park Plaza, Suite 600, Irvine, CA 92614.

Regarding this deposition, the Court denies all requests for monetary sanctions, as each side was substantially justified in her or its position.

Status Conference

The Court sets a further status conference on August 17, 2023 at 2 PM. The parties are ordered to file one joint status report, by not later than August 14, 2023. The status report need not address the discovery issues referenced above. The Court has reviewed the parties' respective reports filed June 12, 2023 and reiterates: The parties are to meet and confer and file one joint status report.

Plaintiff is ordered to give notice as to all matters addressed herein.

All counsel are again directed to the Orange County Bar Association Civility Guidelines. The Court requires that those Guidelines be adhered to, in this case and all other cases before this Court.

ADDITIONAL EVENTS:

EVENT ID/DOCUMENT ID: 74022744

EVENT TYPE: Motion to Compel Production

MOVING PARTY: Marisela Mora

CAUSAL DOCUMENT/DATE FILED: Motion to Compel Production/Inspection of Documents or Things, 03/29/2023

EVENT ID/DOCUMENT ID: 74022745

EVENT TYPE: Motion to Compel Deposition (Oral or Written)

MOVING PARTY: Marisela Mora

CAUSAL DOCUMENT/DATE FILED: Motion to Compel Deposition (Oral or Written), 04/20/2023

Exhibit F

1 Michael B. Adreani, Esq. (SBN 194991)
mba@rpnalaw.com
2 Chinye J. Uwechue, Esq. (SBN 165352)
cju@rpnalaw.com
3 ROXBOROUGH, POMERANCE, NYE & ADREANI, LLP
5900 Canoga Avenue, Suite 450
4 Woodland Hills, California 91367
Telephone: (818) 992-9999
5 Facsimile: (818) 992-9991

6 Attorneys for Defendant
DIAMOND ZB STAFFING SERVICES, LLC

8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF ORANGE

11 MARISELA MORA, individually and on) Case No. 30-2019-01104920-CU-OE-CXC
behalf of others similarly situated,)
12)
Plaintiff,) Assigned for all purposes to
13) Hon. Peter Wilson, Dept. CX102
v.)
14) **DEFENDANT DIAMOND ZB STAFFING**
DIAMOND ZB STAFFING SERVICES,) **SERVICES, LLC’S FURTHER**
15) **SUPPLEMENTAL RESPONSES TO**
LLC; CAPTIAL LOGISTICS; JCR) **PLAINTIFF MARISELA MORA’S**
16) **SECOND SET OF SPECIAL**
Defendants.) **INTERROGATORIES**
17)
Complaint filed: October 16, 2019
18) Trial Date: None Set

19
20 **PROPOUNDING PARTY:** PLAINTIFF MARISELA MORA
21 **RESPONDING PARTY:** DEFENDANT DIAMOND ZB STAFFING SERVICES, LLC
22 **SET NO.:** TWO

23 Defendant DIAMOND ZB STAFFING SERVICES, LLC. (“Defendant” and/or
24 “Responding Party”), provides the following further supplemental responses to the Second Set of
25 Special Interrogatories propounded by Plaintiff MARISELA MORA (“Plaintiff” and/or
26 “Propounding Party”) as follows:

27 ///
28 ///

1 writing produced herein at trial, all of which objections and grounds are reserved and may be
2 interposed at the time of trial.

3 3. Responding Party objects to each demand to the extent that it seeks the production of
4 documents and/or the disclosure of information that is protected from discovery by the applicable
5 privacy rights and privileges of Responding Party. Without waiving this objection, Responding
6 Party will respond to each demand with the assumption that it was not meant to be construed in such
7 a manner as to require the disclosure of protected and/or privileged material.

8 4. Responding Party objects to each demand to the extent that it seeks documents and/or
9 information that are neither relevant nor material to the issues in the action, and are not likely to lead
10 to the discovery of admissible evidence. Without waiving this objection, Responding Party will
11 respond to each demand with the assumption that it was not meant to be construed in such a manner
12 as to require the disclosure of protected, privileged, and/or irrelevant material.

13 5. Responding Party further objects to each demand to the extent that it is vague,
14 ambiguous, overly broad, compound, disjunctive, burdensome and oppressive, and seeks
15 information equally within the possession, custody and control of the Propounding Party.

16 **FURTHER SUPPLEMENTAL RESPONSES TO SPECIAL INTERROGATORIES**
17 **SPECIAL INTERROGATORY NO. 18:**

18 Please state the number of wage statements YOU furnished YOUR employees in California
19 at any time from October 1, 2018 to the present.

20 **RESPONSE TO SPECIAL INTERROGATORY NO. 18:**

21 Responding Party objects to this interrogatory to the extent that it is overbroad as to time and
22 scope such that it incorporates irrelevant matters that are beyond the scope of *CCP section*
23 *2017.010*. This interrogatory is also not reasonably calculated to lead to the discovery of admissible
24 evidence. This requested information also calls for speculation. Responding Party objects to this
25 interrogatory to the extent that it calls for information that violates the privacy rights of third parties.

26 The term “YOUR” is not defined and is therefore ambiguous.

27 Subject to all objections made in this case, Responding party answers as follows: The
28 question is ambiguous as posed since it is unclear who “YOUR” refers to.

1 SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 18:

2 Subject to and without waiving prior objections, privileges and rights permitted under the
3 law, Responding party answers as follows: Wage statements were furnished to 1,393 employees in
4 California for the period Oct. 1 2018 to Dec. 31, 2022. **Please note that from December 2019 et**
5 **seq., Diamond ZB did not have employees in California.**

6 FURTHER SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 18:

7 Subject to and without waiving prior objections, privileges and rights permitted under the
8 law, Responding party answers as follows: 11,336. Please note that from December 2019 et seq.,
9 Diamond ZB did not have employees in California.

10 SPECIAL INTERROGATORY NO. 19:

11 Please state the number of wage statements that show the full nine digits of employee's
12 social security number YOU furnished YOUR employees in California at any time from October 1,
13 2018 to the present.

14 RESPONSE TO SPECIAL INTERROGATORY NO. 19:

15 Responding Party objects to this interrogatory to the extent that it is overbroad as to time and
16 scope such that it incorporates irrelevant matters that are beyond the scope of *CCP section*
17 *2017.010*. This interrogatory is also not reasonably calculated to lead to the discovery of admissible
18 evidence. This requested information also calls for speculation. Responding Party objects to this
19 interrogatory to the extent that it calls for information that violates the privacy rights of third parties.

20 The term "YOUR" is not defined and is therefore ambiguous.

21 Subject to all objections made in this case, Responding party answers as follows: The
22 question is ambiguous as posed since it is unclear who "YOUR" refers to.

23 SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 19:

24 Subject to and without waiving prior objections, privileges and rights permitted under the
25 law, Responding party answers as follows: Wage statements that show the full 9 digits of
26 employees' SSN were furnished to 1,244 employees in California for the period October 1, 2018 to
27 December 31, 2022. **Please note that from December 2019 et seq., Diamond ZB did not have**
28 **employees in California..**

FURTHER SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 19:

Subject to and without waiving prior objections, privileges and rights permitted under the law, Responding party answers as follows: 9,643. Please note that from December 2019 et seq., Diamond ZB did not have employees in California.

DATED: April 27, 2023

ROXBOROUGH, POMERANCE, NYE & ADREANI, LLP

By: _____


MICHAEL B. ADREANI
CHINYE J. UWECHUE
Attorneys for Defendant
DIAMOND ZB STAFFING SERVICES, LLC

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

VERIFICATION

I have read the foregoing, **DEFENDANT DIAMOND ZB STAFFING SERVICES, LLC'S FURTHER SUPPLEMENTAL RESPONSES TO PLAINTIFF MARISELA MORA'S SECOND SET OF SPECIAL INTERROGATORIES**, and know its contents.

I am a party to this action. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

I am an Officer a Partner a Manager of a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason.

I am informed and believe and, on that ground, allege that the matters stated in the foregoing document are true.

The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and those matters I believe them to be true.

I am one of the attorneys for _____, a party to this action. Such party is absent from the county of aforesaid where such attorneys have their offices, and I make this verification and on behalf of that party for that reason. I am informed and believe and, on that ground, allege that the matters stated in the foregoing document are true.

Executed on April 27, 2023, at San Juan Capistrano, California.

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

DocuSigned by:
Veronica Lake
B12922B1225E46F...
VERONICA LAKE

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 5900 Canoga Avenue, Suite 450, Woodland Hills, California 91367.

On April 27, 2023, I served the foregoing document described as **DEFENDANT DIAMOND ZB STAFFING SERVICES, LLC'S FURTHER SUPPLEMENTAL RESPONSES TO PLAINTIFF MARISELA MORA'S SECOND SET OF SPECIAL INTERROGATORIES** on the interested party(ies) in this action as follows:

Justian Jusuf – State Bar No. 201507
Email: jjusuf@jusuf-law.com
LAW OFFICE OF JUSTIAN JUSUF, APC 17011 Beach Blvd., Suite 900
Huntington Beach, California 92647
Phone: (714) 274-9815
Fax: (714) 362-3148

Sahag Majarian II – State Bar No. 146621
Email: sahagii@aol.com
LAW OFFICES OF SAHAG MAJARIAN II 18250 Ventura Blvd.
Tarzana, California 91356
Phone: (818) 609-0807
Fax: (818) 609-0892
Attorneys for Plaintiff MARISELA MORA

Thomas F. Nowland
Scott Ezzati
Email: tom@nowlandlaw.com
Email: sezzati@nowlandlaw.com
LAW OFFICES OF THOMAS F. NOWLAND
20241 S.W. Birch Street, Suite 203
Newport Beach, CA 92660
Counsel for Defendant Capital Logistics and Cross-Defendant
Capital Logistics And Warehousing West, Inc.

Paul S. Saghera
Email: paul@sagheralaw.com
SAGHERA LAW GROUP, APC
2400 E. Katella Avenue, Suite 800
Anaheim, CA 92806
Counsel for Defendant JCR Services, LLC

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

BY ELECTRONIC MAIL: I caused such documents listed above to be transmitted via e-mail to each of the above-listed parties at the e-mail address as last given by that person on any document which he or she has filed in this action and served upon this office.

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

Executed on **April 27, 2023**, at Woodland Hills, California.



KRISTIN GALETANO