

Larry W. Lee (State Bar No. 228175)
Mai Tulyathan (State Bar No. 316704)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

William L. Marder (State Bar No. 170131)
Polaris Law Group LLP
501 San Benito Street, Suite 200
Hollister, CA 95023
(831) 531-4214
(831) 634-0333 facsimile

Attorneys for Plaintiff, the Class, and Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN

VALERIA RODRIGUEZ, as an individual
and on behalf of all others similarly
situated,

Plaintiff,

vs.

JOHN BEAN TECHNOLOGIES
CORPORATION, a Delaware
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: BCV-20-101913

**CLASS AND REPRESENTATIVE ACTION
COMPLAINT FOR:**

- (1) VIOLATION OF LABOR CODE §§ 510,
558, AND 1194;
- (2) VIOLATION OF LABOR CODE §§ 201-
203;
- (3) VIOLATION OF LABOR CODE §
226(a);
- (4) VIOLATION OF BUSINESS AND
PROFESSIONS CODE § 17200, *ET SEQ.*;
AND
- (5) VIOLATION OF LABOR CODE §§ 2698,
ET SEQ.

DEMAND OVER \$25,000

1 Plaintiff Valeria Rodriguez (“Plaintiff”) hereby submits this Class and Representative
2 Action Complaint (“Complaint”) against Defendant John Bean Technologies Corporation
3 (“Defendant”), and Does 1-50 (collectively, “Defendants”), as an individual and on behalf of all
4 other similarly situated current and former employees of Defendants for penalties and/or
5 damages under the California Labor Code and the California Business & Professions Code, for
6 failure to pay all overtime wages owed, failure to pay sick pay at the correct regular rate of pay,
7 and failure to provide accurate itemized wage statements, as follows:

8 **INTRODUCTION**

9 1. This Complaint is within the Court’s jurisdiction under California Labor Code
10 §§ 201-203, 226(a), 246, 510, 558, 1194, and 2698, *et seq.*, the California Industrial Welfare
11 Commission’s (“IWC”) Wage Orders, and the California Unfair Competition Law (the “UCL”),
12 California Business & Professions Code § 17200, *et seq.*

13 2. This Complaint challenges systemic illegal employment practices resulting in
14 violations of the California Labor Code and the Business and Professions Code against
15 employees of Defendants.

16 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants
17 jointly and severally have acted intentionally and with deliberate indifference and conscious
18 disregard to the rights of all employees by failing to pay all overtime wages owed, failing to pay
19 sick pay at the correct regular rate of pay, and failing to keep accurate records as to Plaintiff and
20 other employees.

21 4. Plaintiff is informed and believes, and based thereon, alleges that Defendants
22 have engaged in, among other things a system of willful violations of the California Labor Code,
23 California Business & Professions Code, and applicable IWC Wage Orders by creating and
24 maintaining policies, practices, and customs that knowingly deny employees the above-stated
25 rights and benefits.

26 5. The policies, practices, and customs of Defendants described above and below
27 have resulted in unjust enrichment of Defendants and an unfair business advantage over
28 businesses that routinely adhere to the strictures of the California Labor Code and the California

1 Business & Professions Code.

2 **JURISDICTION AND VENUE**

3 6. The Court has jurisdiction over the violations of the California Labor Code
4 §§ 201-203, 226(a), 246, 510, 558, 1194, and 2698, *et seq.*, and the UCL.

5 7. Venue is proper in Kern County because Defendant operates a business location
6 in this County, and Plaintiff lives in and worked for Defendant in this County.

7 **PARTIES**

8 8. Plaintiff is a former employee of Defendant. In or about October 2018, Plaintiff
9 began working for Defendant as a service technician. Plaintiff was a non-exempt employee, and
10 was paid hourly. Plaintiff was terminated from her employment on or about June 10, 2020.

11 9. During her employment with Defendant, Plaintiff regularly worked overtime and
12 was paid non-discretionary remuneration, including without limitation, shift premium wages,
13 during the same workweek. During her employment with Defendant, Plaintiff was also paid
14 wages for sick time.

15 10. Plaintiff was and is the victim of the policies, practices, and customs of
16 Defendants complained of in this action in ways that have deprived her of the rights guaranteed
17 by California Labor Code §§ 201-203, 226(a), 246, 510, 558, 1194, and 2698, *et seq.*, the UCL
18 and the applicable IWC Wage Orders.

19 11. Plaintiff is informed and believes and based thereon alleges that Defendant was
20 and is a Delaware corporation doing business in the State of California. Defendant is in the food
21 processing and air transportation industry. Defendant operates numerous business
22 locations/facilities in the State of California, including a business location in Kern County.

23 12. Plaintiff is informed and believes and based thereon alleges that at all times herein
24 mentioned Defendant and DOES 1 through 50 are and were business entities, individuals, and
25 partnerships, licensed to do business and actually doing business in the State of California.

26 13. As such, and based upon all the facts and circumstances incident to Defendants'
27 business in California, Defendants are subject to California Labor Code §§ 201-203, 226, 246,
28 510, 558, 1194, and 2698, *et seq.*, the IWC Wage Orders, and the UCL.

1 14. Plaintiff does not know the true names or capacities, whether individual, partner
2 or corporate, of the Defendants sued herein as DOES 1 through 50, inclusive, and for that reason,
3 said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this
4 Complaint when the true names and capacities are known. Plaintiff is informed and believes and
5 based thereon alleges that each of said fictitious Defendants were responsible in some way for
6 the matters alleged herein and proximately caused Plaintiff and members of the general public
7 and class to be subject to the illegal employment practices, wrongs and injuries complained of
8 herein.

9 15. At all times herein mentioned, each of said Defendants participated in the doing
10 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
11 Defendants, and each of them, were the agents, servants and employees of each of the other
12 Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were
13 acting within the course and scope of said agency and employment.

14 16. Plaintiff is informed and believes and based thereon alleges that at all times
15 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
16 joint venturer of, or working in concert with each of the other co-defendants and was acting
17 within the course and scope of such agency, employment, joint venture, or concerted activity.
18 To the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of
19 the remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
20 Defendants.

21 17. At all times herein mentioned, Defendants, and each of them, were members of,
22 and engaged in, a joint venture, partnership and common enterprise, and acting within the course
23 and scope of, and in pursuance of, said joint venture, partnership and common enterprise.

24 18. At all times herein mentioned, the acts and omissions of various Defendants, and
25 each of them, concurred and contributed to the various acts and omissions of each and all of the
26 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
27 herein mentioned, Defendants, and each of them, ratified each and every act or omission
28 complained of herein. At all times herein mentioned, the Defendants, and each of them, aided

1 and abetted the acts and omissions of each and all of the other Defendants in proximately causing
2 the damages as herein alleged.

3 **CLASS ACTION ALLEGATIONS**

4 19. **Definition:** The named individual Plaintiff seeks class certification, pursuant to
5 California Code of Civil Procedure § 382, of the following Classes:

6 a. All current and former non-exempt employees of Defendants in the State
7 of California who were paid overtime and non-discretionary remuneration, including without
8 limitation, shift premium wages, during the same workweek, at any time during April 6, 2016, to
9 the present (the “Overtime Regular Rate Class”);

10 b. All non-exempt employees in the State of California who were paid non-
11 discretionary incentive remuneration, including without limitation, shift premium wages, and
12 sick pay in the same workweek, and whose employment ended (either voluntarily or
13 involuntarily) at any time from April 6, 2017, through the present (the “Sick Pay Regular Rate
14 Class”); and

15 c. All current and former non-exempt employees of Defendants in the State
16 of California who were paid shift premium wages, including without limitation “Shift Prem”
17 wages, at any time during April 6, 2019, to the present (the “Shift Prem Wage Statement Class”).

18 20. Plaintiff reserves the right to propose additional classes and/or subclasses, and/or
19 amend the above class definitions upon further discovery and investigation.

20 21. **Numerosity and Ascertainability:** The members of the Classes are so numerous
21 that joinder of all members would be impractical, if not impossible. The identity of the members
22 of the Classes is readily ascertainable by review of Defendants’ records, including payroll
23 records. Plaintiff alleges that Defendants: (a) failed to pay employees overtime wages at the
24 correct regular rate of pay that included all non-discretionary remuneration, in violation of Labor
25 Code §§ 510, 558, and 1194; (b) failed to pay sick pay at the correct regular rate of pay, in
26 violation of Labor Code §§ 201-203 and 246; (c) failed to provide accurate itemized wage
27 statements, in violation of Labor Code § 226(a); and (d) engaged in unfair business practices in
28 violation of the California Labor Code, the UCL, and the applicable IWC Wage Orders.

1 22. **Adequacy of Representation:** The named Plaintiff is fully prepared to take all
2 necessary steps to represent fairly and adequately the interests of the classes defined above.
3 Plaintiff's attorneys are ready, willing and able to fully and adequately represent the Classes and
4 named Plaintiff. Plaintiff's attorneys have prosecuted and settled wage-and-hour class actions in
5 the past and currently have a number of wage-and-hour class actions pending in California state
6 and federal courts.

7 23. Defendants uniformly administered a corporate policy and practice of: (a) failing
8 to pay employees overtime wages at the correct regular rate of pay that included all non-
9 discretionary remuneration, in violation of Labor Code §§ 510, 558 and 1194; (b) failing to pay
10 sick pay at the correct regular rate of pay, in violation of Labor Code §§ 201-203 and 246; (c)
11 failing to provide accurate itemized wage statements, in violation of Labor Code § 226(a); and
12 (d) engaging in unfair business practices in violation of the California Labor Code, the UCL, and
13 the applicable IWC Wage Orders.

14 24. Plaintiff is informed and believes, and based thereon alleges, that this corporate
15 conduct is accomplished with the advance knowledge and designed intent to willfully and
16 intentionally fail to accurately record proper hourly rates of pay, hours worked, gross wages
17 earned, and net wages earned.

18 25. **Common Question of Law and Fact:** There are predominant common questions
19 of law and fact and a community of interest amongst Plaintiff and the claims of the Classes
20 concerning Defendants' policy and practice of: (a) failing to pay employees overtime wages at
21 the correct regular rate of pay that included all non-discretionary remuneration, in violation of
22 Labor Code §§ 510, 558 and 1194; (b) failing to pay sick pay at the correct regular rate of pay, in
23 violation of Labor Code §§ 201-203 and 246; (c) failing to provide accurate itemized wage
24 statements, in violation of Labor Code § 226(a); and (d) engaging in unfair business practices in
25 violation of the California Labor Code, the UCL, and the applicable IWC Wage Orders.

26 26. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the
27 Classes in that Plaintiff has suffered the harm alleged in this Complaint in a similar and typical
28 manner as the Class Members. As with all other Overtime Regular Rate Class Members,

1 Plaintiff earned non-discretionary remuneration, including without limitation, shift premium
2 wages. During workweeks when Plaintiff worked in excess of eight hours in a workday and/or
3 forty hours in a workweek and received said non-discretionary compensation in that same
4 workweek, Defendants failed to correctly calculate Plaintiff's regular rate of pay for the purposes
5 of paying overtime. In this regard, Defendants failed to include any non-discretionary
6 remuneration earned into the calculation of the regular rate. Thus, Plaintiff is owed additional
7 overtime pay based on the correct, higher regular rate of pay. Additionally, as with all other Sick
8 Pay Regular Rate Class Members, whenever sick pay was paid to Plaintiff, it was paid at
9 Plaintiff's base rate of pay rather than the correct, higher regular rate of pay that included any
10 non-discretionary incentive remuneration. To date, Plaintiff has yet to receive the underpaid
11 wages and overtime wages owed to her. Thus, Defendant is liable for waiting time penalties
12 under Labor Code § 203. Moreover, due to Defendants' miscalculation of the regular rate of pay
13 for purposes of paying overtime and sick pay referenced above, the wage statements provided to
14 Plaintiff did not reflect the accurate overtime rates of pay, gross wages earned, and net wages
15 earned, in violation of Labor Code § 226(a)(1), (a)(5), and (a)(9). As a separate, independent
16 violation of Labor Code § 226(a), whenever Plaintiff was paid shift premium wages, such as
17 "Shift Prem" wages, the corresponding wage statements failed to identify the hourly rate of pay
18 and corresponding hours worked. Rather, the wage statements issued to Plaintiff only identified
19 the total sum paid for "Shift Prem" wages, in violation of Labor Code § 226(a)(9). As such,
20 Plaintiff is a member of the Classes and has suffered the alleged violations of California Labor
21 Code §§ 201-203, 226(a), 246, 510, 558, and 1194.

22 27. The California Labor Code and upon which Plaintiff bases these claims is broadly
23 remedial in nature. These laws and labor standards serve an important public interest in
24 establishing minimum working conditions and standards in California. These laws and labor
25 standards protect the average working employee from exploitation by employers who may seek
26 to take advantage of superior economic and bargaining power in setting onerous terms and
27 conditions of employment.

28 28. The nature of this action and the format of laws available to Plaintiff and

1 members of the Classes identified herein make the class action format a particularly efficient and
2 appropriate procedure to redress the wrongs alleged herein. If each employee were required to
3 file an individual lawsuit, the corporate Defendants would necessarily gain an unconscionable
4 advantage since it would be able to exploit and overwhelm the limited resources of each
5 individual Plaintiff with Defendants' vastly superior financial and legal resources. Requiring
6 each individual class member to pursue an individual remedy would also discourage the
7 assertion of lawful claims by employees who would be disinclined to file an action against their
8 former and/or current employer for real and justifiable fear of retaliation and permanent damage
9 to their careers at subsequent employment.

10 29. The prosecution of separate actions by the individual class members, even if
11 possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect
12 to individual class members against Defendants and which would establish potentially
13 incompatible standards of conduct for the Defendants, and/or (b) adjudications with respect to
14 individual class members which would, as a practical matter, be dispositive of the interest of the
15 other class members not parties to the adjudications or which would substantially impair or
16 impede the ability of the class members to protect their interests. Further, the claims of the
17 individual class members are not sufficiently large to warrant vigorous individual prosecution
18 considering all of the concomitant costs and expenses.

19 30. Such a pattern, practice and uniform administration of corporate policy regarding
20 illegal employee compensation described herein is unlawful and creates an entitlement to
21 recovery by the Plaintiff and the Classes identified herein, in a civil action, for all applicable
22 penalties and/or damages, reasonable attorneys' fees, and costs of suit according to the mandate
23 of California Labor Code §§ 201-203, 218.5, 226(a), 510, 558, and 1194, and Code of Civil
24 Procedure § 1021.5.

25 31. Proof of a common business practice or factual pattern, which the named Plaintiff
26 experienced and is representative of, will establish the right of each of the class members to
27 recovery on the causes of action alleged herein.

28 32. The Overtime Regular Rate Class is commonly entitled to a specific fund with

1 respect to the compensation illegally and unfairly retained by Defendants. The Overtime
2 Regular Rate Class is commonly entitled to restitution of those funds being improperly withheld
3 by Defendants. This action is brought for the benefit of the entire class and will result in the
4 creation of a common fund.

5 **FIRST CAUSE OF ACTION**

6 **VIOLATION OF LABOR CODE §§ 510, 558, AND 1194**

7 **(BY PLAINTIFF AND THE OVERTIME REGULAR RATE CLASS AGAINST ALL**
8 **DEFENDANTS)**

9 33. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 32 as
10 though fully set forth herein.

11 34. This cause of action is brought pursuant to Labor Code § 510, which requires an
12 employer to pay employees overtime at a rate of one and one-half the employee's regular rate of
13 pay for any work in excess of eight hours in a workday or 40 hours in a workweek.

14 35. As a pattern and practice, Defendants suffered and permitted employees to work
15 in excess of eight hours in a workday and/or over 40 hours in a workweek without proper
16 overtime pay. During workweeks where Plaintiff and Class Members worked overtime and
17 earned non-discretionary remuneration, including without limitation, shift premium wages, in the
18 same workweek, Defendants failed to properly calculate the regular rate of pay for purposes of
19 paying overtime. In particular, Defendants failed to factor any non-discretionary remuneration
20 earned into the calculation of the regular rate of pay for purposes of paying overtime wages. As
21 a result of such policy and practice, Defendants underpaid overtime wages to Plaintiff and the
22 Class and thus owe additional overtime wages.

23 36. Such a pattern, practice, and uniform administration of corporate policy regarding
24 illegal employee compensation as described herein is unlawful and creates an entitlement to
25 recovery by Plaintiff and the Class in a civil action, for the unpaid balance of the full amount of
26 damages owed, including interest thereon, penalties, attorneys' fees, and costs of suit according
27 to the mandate of California Labor Code §§ 218.5, 510, 558, and 1194.

1 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants'
2 willful failure to provide all overtime wages due and owing to Plaintiff and Class Members upon
3 separation from employment results in a continued payment of wages up to thirty (30) days from
4 the time the wages were due. Therefore, Plaintiff and other members of the Class who have
5 separated from employment from Defendants are entitled to compensation pursuant to Labor
6 Code § 203.

7 **SECOND CAUSE OF ACTION**

8 **VIOLATION OF LABOR CODE §§ 201-203**

9 **(BY PLAINTIFF AND THE SICK PAY REGULAR RATE CLASS AGAINST ALL**
10 **DEFENDANTS)**

11 38. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 37 as
12 though fully set forth herein.

13 39. Labor Code § 246(l)(1) provides that paid sick time for non-exempt employees be
14 “calculated in the same manner as the regular rate of pay for the workweek in which the
15 employee uses paid sick time, whether or not the employee actually works overtime in that
16 workweek.”

17 40. Labor Code § 246(l)(2) further provides that paid sick time for non-exempt
18 employees be “calculated by dividing the employee’s total wages, not including overtime
19 premium pay, by the employee’s total hours worked in the full pay periods of the prior 90 days
20 of employment.”

21 41. Defendants violated Labor Code § 246 by failing to pay sick pay at the regular
22 rate of pay. Plaintiff and Class Members routinely earned non-discretionary incentive wages,
23 including without limitation, shift premium wages, thereby increasing their regular rates of pay
24 to amounts that were higher than their base rates of pay. However, whenever sick pay was paid
25 to Plaintiff and Class Members, it was paid at their base rates of pay rather than the correct,
26 higher regular rates of pay, as required under Labor Code § 246.

27 42. As a pattern and practice, Defendants regularly failed to pay Plaintiff and Class
28 Members their correct wages and accordingly owe waiting time penalties pursuant to Labor

Code § 203. Further, Plaintiff is informed and believes and based thereon alleges that such failure to pay sick pay at the correct regular rate was willful, such that Plaintiff and Class Members whose employment has separated are entitled to waiting time penalties pursuant to Labor Code §§ 201-203.

43. Such a pattern, practice and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement to recovery by the Plaintiff and the Class identified herein, in a civil action, for the unpaid balance of the full amount of damages and penalties, attorneys' fees, and costs of suit according to the mandate of California Labor Code §§ 201-203, 218.5, and 1194.

THIRD CAUSE OF ACTION

VIOLATION OF LABOR CODE § 226(a)

(BY PLAINTIFF, THE SHIFT PREM WAGE STATEMENT CLASS, OVERTIME REGULAR RATE CLASS, AND THE SICK PAY REGULAR RATE CLASS AGAINST ALL DEFENDANTS)

44. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 43 as though fully set forth herein.

45. Labor Code § 226(a) requires employers to provide itemized wage statements to its employees that identify accurate information, including without limitation, all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, gross wages earned, and net wages earned. Defendants, as a matter of policy and practice, failed in its affirmative obligation to provide accurate itemized wage statements to Plaintiff, Shift Prem Wage Statement Class Members, Overtime Regular Rate Class Members, and Sick Pay Regular Rate Class Members, in violation of Labor Code § 226(a).

46. As a result of Defendants' violations of Labor Code §§ 510, 558, and 1194 as identified above, the wage statements issued to Plaintiff and Overtime Regular Rate Class Members intentionally did not accurately identify the correct applicable hourly rates for overtime wages, gross wages earned, and net wages earned, in violation of Labor Code § 226(a)(1), (a)(5), and (a)(9).

1 47. Moreover, as a result of Defendants' violations of Labor Code §§ 201-203 and
2 246 as identified above, the wage statements issued to Plaintiff and Sick Pay Regular Rate Class
3 Members intentionally did not accurately identify the correct gross and net wages earned, in
4 violation of Labor Code § 226(a)(1) and (a)(5).

5 48. As a separate, independent violation of Labor Code § 226(a), Defendants also
6 failed to provide accurate itemized wage statements to Plaintiff and Shift Prem Wage Statement
7 Class Members. In particular, whenever shift premium wages, such as "Shift Prem" wages, were
8 paid to Plaintiff and Shift Prem Wage Statement Class Members, the corresponding wage
9 statements blatantly omit the applicable hourly rates and corresponding number of hours worked
10 that were used to calculate said wages. Instead, the wage statements only identified a lump sum
11 paid for said wages. This is a direct violation of Labor Code § 226(a)(9).

12 49. The issuance of inaccurate wage statements caused injury to Plaintiff and Class
13 Members as they cannot accurately verify and/or calculate their wages.

14 50. Such a pattern, practice and uniform administration of corporate policy as
15 described herein is unlawful and creates an entitlement to recovery by the Plaintiff and Class
16 Members identified herein, in a civil action, for all damages or penalties pursuant to Labor Code
17 § 226, including interest thereon, attorneys' fees, and costs of suit according to the mandate of
18 California Labor Code § 226.

19 **FOURTH CAUSE OF ACTION**

20 **VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200, *ET SEQ.***

21 **(BY PLAINTIFF AND THE OVERTIME REGULAR RATE CLASS AGAINST ALL**
22 **DEFENDANTS)**

23 51. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 50 as
24 though fully set forth herein.

25 52. Defendants, and each of them, have engaged and continue to engage in unfair and
26 unlawful business practices in California by practicing, employing and utilizing the employment
27 practices outlined above, including by failing to pay employees overtime wages at the correct
28 regular rate of pay in violation of Labor Code §§ 510, 558, and 1194.

53. Defendants' utilization of such unfair and unlawful business practices constitutes unfair and unlawful competition and provides an unfair advantage over Defendants' competitors.

54. Plaintiff seeks, individually and on behalf of other members of the Class similarly situated, full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by the Defendants by means of the unfair practices complained of herein.

55. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned Defendants have engaged in unlawful, deceptive and unfair business practices, as proscribed by California Business & Professions Code § 17200, *et seq.*, including those set forth herein above thereby depriving Plaintiff and other members of the Class the minimum working condition standards and conditions due to them under the California laws as specifically described therein.

FIFTH CAUSE OF ACTION

**VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT, LABOR CODE §
2698, *ET SEQ.***

**(BY PLAINTIFF AND THE AGGRIEVED EMPLOYEES AGAINST ALL
DEFENDANTS)**

56. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 55 as though fully set forth herein.

57. Plaintiff brings this cause of action as a proxy for the State of California and in this capacity, seeks penalties on behalf of all Aggrieved Employees from April 6, 2019, through the present, for Defendants' violations of Labor Code §§ 201-203, 226(a), 246, 510, 558, and 1194, arising from Defendants' following misconduct as alleged above: (a) failure to pay Plaintiff and Aggrieved Employees overtime wages at the correct regular rate of pay that included non-discretionary remuneration, in violation of Labor Code §§ 201-203, 510, 558, and 1194; (b) failure to pay Plaintiff and Aggrieved Employees sick pay at the correct regular rate of pay, in violation of §§ 201-203 and 246; and (c) failure to provide accurate itemized wage statements to Plaintiff and Aggrieved Employees, in violation of Labor Code § 226(a).

58. Because of Defendants' above-stated Labor Code violations, Plaintiff is an "aggrieved employee" as defined in Labor Code § 2699(a). As such, Plaintiff brings this cause of action on behalf of the State of California for violations committed against all similarly situated Aggrieved Employees of Defendant.

59. On or about June 24, 2020, Plaintiff sent written notice to the California Labor & Workforce Development Agency (“LWDA”) of Defendants’ violations of Labor Code §§ 201-203, 226(a), 246, 510, 558, and 1194, pursuant to Labor Code § 2698, *et seq.*, the Private Attorney General Act (“PAGA”). As of the date of the filing of this Complaint, the LWDA has yet to provide notice to Plaintiff as to whether it intends to investigate the Labor Code violations provided for in Plaintiff’s written notice.

60. In addition to the LWDA, Plaintiff also sent her written notice to Defendant via certified mail according to Labor Code § 2699.3.

61. As such, pursuant to Labor Code § 2699(a), Plaintiff seeks recovery of any and all applicable civil penalties for Defendants' violations of Labor Code §§ 201-203, 226(a), 246, 510, 558, and 1194, for the time period described above, on behalf of herself and all other Aggrieved Employees.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment as an individual and on behalf of all others that this suit is brought against Defendants, jointly and severally, as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as the representative of the Classes as described herein;
3. For an order appointing counsel for Plaintiff as Class counsel;
4. Upon the First Cause of Action, for damages and/or penalties pursuant to California Labor Code §§ 201-203, 218.5, 510, 558 and 1194, and for costs and attorneys' fees;
5. Upon the Second Cause of Action, for unpaid wages and/or penalties pursuant to Labor Code §§ 201-203, and for costs and attorneys' fees;
6. Upon the Third Cause of Action, for damages and/or penalties pursuant to statute

as set forth in California Labor Code § 226, and for costs and attorneys' fees;

7. Upon the Fourth Cause of Action, for restitution to Plaintiff and other similarly affected members of the general public of all funds unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business & Professions Code § 17200, *et seq.*;

8. Upon the Fifth Cause of Action, for the full amount of civil penalties pursuant to the Labor Code §§ 226.3 and 2698, *et seq.*, and for costs and attorneys' fees;

9. On all causes of action, for attorneys' fees and costs as provided by California Labor Code §§ 218.5, 226, 510, 558, 1194, and 2698, *et seq.*, and Code of Civil Procedure § 1021.5; and

10. For such other and further relief as the Court may deem just and proper.

DATED: August 17, 2020

DIVERSITY LAW GROUP, P.C.

By: _____

Larry W. Lee

Mai Tulyathan

Attorneys for Plaintiff, the Class, and Aggrieved Employees