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**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

[Assigned for all purposes to the Hon. David R.
Lampe, Dept. 11]

**FIRST AMENDED 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 LABOR CODE §§ 226.7, 512, AND 558;**
- (5) **VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200, ET SEQ.; AND**
- (6) **VIOLATION OF LABOR CODE §§ 2698, ET SEQ.**

DEMAND OVER \$25,000

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

9 **INTRODUCTION**

10 1. This Complaint is within the Court’s jurisdiction under California Labor Code
11 §§ 201-203, 226(a), 226.7, 246, 510, 512, 558, 1194, and 2698, *et seq.*, the California Industrial
12 Welfare Commission’s (“IWC”) Wage Orders, and the California Unfair Competition Law (the
13 “UCL”), California Business & Professions Code § 17200, *et seq.*

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

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

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

28 5. The policies, practices, and customs of Defendants described above and below

1 have resulted in unjust enrichment of Defendants and an unfair business advantage over
2 businesses that routinely adhere to the strictures of the California Labor Code and the California
3 Business & Professions Code.

4 **JURISDICTION AND VENUE**

5 6. The Court has jurisdiction over the violations of the California Labor Code
6 §§ 201-203, 226(a), 226.7, 246, 510, 512, 558, 1194, and 2698, *et seq.*, and the UCL.

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

9 **PARTIES**

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

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

17 10. Plaintiff was and is the victim of the policies, practices, and customs of
18 Defendants complained of in this action in ways that have deprived her of the rights guaranteed
19 by California Labor Code §§ 201-203, 226(a), 226.7, 246, 510, 512, 558, 1194, and 2698, *et seq.*,
20 the UCL and the applicable IWC Wage Orders.

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

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

28 13. As such, and based upon all the facts and circumstances incident to Defendants'

business in California, Defendants are subject to California Labor Code §§ 201-203, 226, 226.7, 246, 510, 512, 558, 1194, and 2698, *et seq.*, the IWC Wage Orders, and the UCL.

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

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

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

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

18. At all times herein mentioned, the acts and omissions of various Defendants, and each of them, concurred and contributed to the various acts and omissions of each and all of the other Defendants in proximately causing the injuries and damages as herein alleged. At all times

herein mentioned, Defendants, and each of them, ratified each and every act or omission complained of herein. At all times herein mentioned, the Defendants, and each of them, aided and abetted the acts and omissions of each and all of the other Defendants in proximately causing the damages as herein alleged.

CLASS ACTION ALLEGATIONS

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

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

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

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

d. All current and former non-exempt employees of Defendants in the State of California at any time during the period of April 6, 2016, to the present, who worked more than five (5) hours in any shift (“Meal Period Class”)

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

21. **Numerosity and Ascertainability:** The members of the Classes are so numerous that joinder of all members would be impractical, if not impossible. The identity of the members of the Classes is readily ascertainable by review of Defendants’ records, including payroll

1 records. Plaintiff alleges that Defendants: (a) failed to pay employees overtime wages at the
2 correct regular rate of pay that included all non-discretionary remuneration, in violation of Labor
3 Code §§ 510, 558, and 1194; (b) failed to pay sick pay at the correct regular rate of pay, in
4 violation of Labor Code §§ 201-203 and 246; (c) failed to provide accurate itemized wage
5 statements, in violation of Labor Code § 226(a); (d) failed to provide compliant meal periods, or
6 pay meal period premium compensation in lieu thereof, in violation of Labor Code §§ 226.7,
7 512, and 558; and (e) engaged in unfair business practices in violation of the California Labor
8 Code, the UCL, and the applicable IWC Wage Orders.

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

15 **23.** Defendants uniformly administered a corporate policy and practice of: (a) failing
16 to pay employees overtime wages at the correct regular rate of pay that included all non-
17 discretionary remuneration, in violation of Labor Code §§ 510, 558 and 1194; (b) failing to pay
18 sick pay at the correct regular rate of pay, in violation of Labor Code §§ 201-203 and 246; (c)
19 failing to provide accurate itemized wage statements, in violation of Labor Code § 226(a); (d)
20 failing to provide compliant meal periods, or pay meal period premium compensation in lieu
21 thereof, in violation of Labor Code §§ 226.7, 512, and 558; and (e) engaging in unfair business
22 practices in violation of the California Labor Code, the UCL, and the applicable IWC Wage
23 Orders.

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

28 **25. Common Question of Law and Fact:** There are predominant common questions

1 of law and fact and a community of interest amongst Plaintiff and the claims of the Classes
2 concerning Defendants' policy and practice of: (a) failing to pay employees overtime wages at
3 the correct regular rate of pay that included all non-discretionary remuneration, in violation of
4 Labor Code §§ 510, 558 and 1194; (b) failing to pay sick pay at the correct regular rate of pay, in
5 violation of Labor Code §§ 201-203 and 246; (c) failing to provide accurate itemized wage
6 statements, in violation of Labor Code § 226(a); (d) failing to provide compliant meal periods, or
7 pay meal period premium compensation in lieu thereof, in violation of Labor Code §§ 226.7,
8 512, and 558; and (e) engaging in unfair business practices in violation of the California Labor
9 Code, the UCL, and the applicable IWC Wage Orders.

10 26. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the
11 Classes in that Plaintiff has suffered the harm alleged in this Complaint in a similar and typical
12 manner as the Class Members. As with all other Overtime Regular Rate Class Members,
13 Plaintiff earned non-discretionary remuneration, including without limitation, shift premium
14 wages. During workweeks when Plaintiff worked in excess of eight hours in a workday and/or
15 forty hours in a workweek and received said non-discretionary compensation in that same
16 workweek, Defendants failed to correctly calculate Plaintiff's regular rate of pay for the purposes
17 of paying overtime. In this regard, Defendants failed to include any non-discretionary
18 remuneration earned into the calculation of the regular rate. Thus, Plaintiff is owed additional
19 overtime pay based on the correct, higher regular rate of pay. Additionally, as with all other Sick
20 Pay Regular Rate Class Members, whenever sick pay was paid to Plaintiff, it was paid at
21 Plaintiff's base rate of pay rather than the correct, higher regular rate of pay that included any
22 non-discretionary incentive remuneration. To date, Plaintiff has yet to receive the underpaid
23 wages and overtime wages owed to her. Thus, Defendant is liable for waiting time penalties
24 under Labor Code § 203. Moreover, due to Defendants' miscalculation of the regular rate of pay
25 for purposes of paying overtime and sick pay referenced above, the wage statements provided to
26 Plaintiff did not reflect the accurate overtime rates of pay, gross wages earned, and net wages
27 earned, in violation of Labor Code § 226(a)(1), (a)(5), and (a)(9). As a separate, independent
28 violation of Labor Code § 226(a), whenever Plaintiff was paid shift premium wages, such as

1 “Shift Prem” wages, the corresponding wage statements failed to identify the hourly rate of pay
2 and corresponding hours worked. Rather, the wage statements issued to Plaintiff only identified
3 the total sum paid for “Shift Prem” wages, in violation of Labor Code § 226(a)(9). Lastly,
4 Plaintiff worked shifts that lasted over 5 hours for Defendants, but was not provided with
5 compliant off-duty 30-minute meal periods. Plaintiff was also not correctly paid meal period
6 premiums in lieu of the non-compliant meal periods. As such, Plaintiff is a member of the
7 Classes and has suffered the alleged violations of California Labor Code §§ 201-203, 226(a),
8 226.7, 246, 510, 512, 558, and 1194.

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

15 28. The nature of this action and the format of laws available to Plaintiff and
16 members of the Classes identified herein make the class action format a particularly efficient and
17 appropriate procedure to redress the wrongs alleged herein. If each employee were required to
18 file an individual lawsuit, the corporate Defendants would necessarily gain an unconscionable
19 advantage since it would be able to exploit and overwhelm the limited resources of each
20 individual Plaintiff with Defendants’ vastly superior financial and legal resources. Requiring
21 each individual class member to pursue an individual remedy would also discourage the
22 assertion of lawful claims by employees who would be disinclined to file an action against their
23 former and/or current employer for real and justifiable fear of retaliation and permanent damage
24 to their careers at subsequent employment.

25 29. The prosecution of separate actions by the individual class members, even if
26 possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect
27 to individual class members against Defendants and which would establish potentially
28 incompatible standards of conduct for the Defendants, and/or (b) adjudications with respect to

individual class members which would, as a practical matter, be dispositive of the interest of the other class members not parties to the adjudications or which would substantially impair or impede the ability of the class members to protect their interests. Further, the claims of the individual class members are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses.

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

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

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

FIRST CAUSE OF ACTION

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

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

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

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

1 35. As a pattern and practice, Defendants suffered and permitted employees to work
2 in excess of eight hours in a workday and/or over 40 hours in a workweek without proper
3 overtime pay. During workweeks where Plaintiff and Class Members worked overtime and
4 earned non-discretionary remuneration, including without limitation, shift premium wages, in the
5 same workweek, Defendants failed to properly calculate the regular rate of pay for purposes of
6 paying overtime. In particular, Defendants failed to factor any non-discretionary remuneration
7 earned into the calculation of the regular rate of pay for purposes of paying overtime wages. As
8 a result of such policy and practice, Defendants underpaid overtime wages to Plaintiff and the
9 Class and thus owe additional overtime wages.

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

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

21 **SECOND CAUSE OF ACTION**

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

23 **(BY PLAINTIFF AND THE SICK PAY REGULAR RATE CLASS AGAINST ALL**
24 **DEFENDANTS)**

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

27 39. Labor Code § 246(l)(1) provides that paid sick time for non-exempt employees be
28 "calculated in the same manner as the regular rate of pay for the workweek in which the

1 employee uses paid sick time, whether or not the employee actually works overtime in that
2 workweek.”

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

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

13 42. As a pattern and practice, Defendants regularly failed to pay Plaintiff and Class
14 Members their correct wages and accordingly owe waiting time penalties pursuant to Labor
15 Code § 203. Further, Plaintiff is informed and believes and based thereon alleges that such
16 failure to pay sick pay at the correct regular rate was willful, such that Plaintiff and Class
17 Members whose employment has separated are entitled to waiting time penalties pursuant to
18 Labor Code §§ 201-203.

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

24 **THIRD CAUSE OF ACTION**

25 **VIOLATION OF LABOR CODE § 226(a)**

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

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

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

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

15 47. Moreover, as a result of Defendants' violations of Labor Code §§ 201-203 and
16 246 as identified above, the wage statements issued to Plaintiff and Sick Pay Regular Rate Class
17 Members intentionally did not accurately identify the correct gross and net wages earned, in
18 violation of Labor Code § 226(a)(1) and (a)(5).

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

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

28 50. Such a pattern, practice and uniform administration of corporate policy as

described herein is unlawful and creates an entitlement to recovery by the Plaintiff and Class Members identified herein, in a civil action, for all damages or penalties pursuant to Labor Code § 226, including interest thereon, attorneys' fees, and costs of suit according to the mandate of California Labor Code § 226.

FOURTH CAUSE OF ACTION

VIOLATION OF LABOR CODE §§ 226.7, 512, AND 558

(BY PLAINTIFF AND THE MEAL PERIOD CLASS AGAINST ALL DEFENDANTS)

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

52. The California Labor Code requires an employer to provide a duty-free, 30-minute meal period within the first five (5) hours for shifts in excess of five (5) hours per day. Additionally, an employer has the obligation to provide a second duty-free, 30-minute meal period for shifts in excess of ten (10) hours per day.

53. Plaintiff and Class members regularly worked in excess of five (5) hours per day and accordingly had a right to take a 30-minute meal period each day worked in excess of five (5) hours. Furthermore, Plaintiff and Class members who worked in excess of ten (10) hours per day had a right to take a second 30-minute meal period each day worked in excess of ten (10) hours.

54. At all relevant times, Defendants failed in their affirmative obligation to ensure that Plaintiff and Class members had the opportunity to take and were provided with off-duty meal periods in accordance with the mandate of the California Labor Code and the applicable IWC Wage Order. At all relevant times, Plaintiff and Class members were suffered and permitted to work through legally required meal breaks and were denied the opportunity to take their off-duty meal breaks. As such, Plaintiff and Class members were denied legally compliant off-duty meal periods, and thus Defendants are responsible for paying premium compensation pursuant to Labor Code §§ 226.7 and 512 and the applicable IWC Wage Order. Defendants, as a matter of corporate policy and procedure, regularly failed to pay such premium compensation for each 30-minute duty-free meal period Plaintiff and Class members missed or failed to pay the

1 correct meal period premium compensation.

2 55. As a pattern and practice, Defendants regularly required employees to work
3 through their meal periods without proper compensation and denied Plaintiff and Class members
4 the right to take proper meal periods as required by law.

5 56. Such a pattern, practice and uniform administration of corporate policy as
6 described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class in a
7 civil action, for the unpaid balance of the unpaid premium compensation pursuant to California
8 Labor Code §§ 226.7 and 512, and the applicable IWC Wage Order, including interest thereon,
9 penalties, and costs of suit.

10 57. Plaintiff is informed and believes, and based thereon alleges, that Defendants'
11 willful failure to provide all meal period premium wages due and owing to Plaintiff and Class
12 members upon separation of employment results in a continued payment of wages up to thirty
13 (30) days from the time the wages were due. Therefore, Plaintiff and Class members who have
14 separated from employment are entitled to compensation pursuant to Labor Code § 203.

15 **FIFTH CAUSE OF ACTION**

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

17 **(BY PLAINTIFF, THE MEAL PERIOD CLASS, AND THE OVERTIME REGULAR**
18 **RATE CLASS AGAINST ALL DEFENDANTS)**

19 58. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 57 as
20 though fully set forth herein.

21 59. Defendants, and each of them, have engaged and continue to engage in unfair and
22 unlawful business practices in California by practicing, employing and utilizing the employment
23 practices outlined above, including by failing to pay employees overtime wages at the correct
24 regular rate of pay in violation of Labor Code §§ 510, 558, and 1194, and by failing to provide
25 compliant meal periods, or pay meal period premium compensation in lieu thereof, in violation
26 of Labor Code §§ 226.7, 512, and 558.

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

61. 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.

62. 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.

SIXTH CAUSE OF ACTION

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

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

63. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 62 as though fully set forth herein.

64. 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), 226.7, 246, 510, 512, 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; (c) failure to provide accurate itemized wage statements to Plaintiff and Aggrieved Employees, in violation of Labor Code § 226(a); and (d) failure to provide compliant meal periods, or pay meal period premium compensation in lieu thereof, in violation of Labor Code §§ 226.7, 512, and 558.

65. 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.

66. On or about June 24, 2020 and August 3, 2021, Plaintiff sent written notices to the California Labor & Workforce Development Agency (“LWDA”) of Defendants’ violations of Labor Code §§ 201-203, 226(a), 226.7, 246, 510, 512, 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 notices.

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

68. 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), 226.7, 246, 510, 512, 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 damages and/or penalties pursuant to California Labor Code §§ 201-203, 226.7, and 512, and for costs and attorneys' fees;

8. Upon the Fifth 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.*;

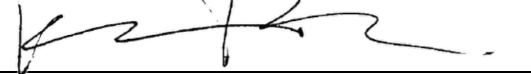
9. Upon the Sixth Cause of Action, for the full amount of civil penalties pursuant to the Labor Code §§ 226.3 and 2698, *et seq.*, and for costs and attorneys' fees;

10. 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

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

DATED: August 17, 2021

DIVERSITY LAW GROUP, P.C.

By: 

Larry W. Lee

Mai Tulyathan

Attorneys for Plaintiff, the Class, and Aggrieved Employees

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STATE OF CALIFORNIA]
]ss.
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 515 S. Figueroa Street, Suite 1250, Los Angeles, California 90071.

On August 18, 2021, I served the following document(s) described as: **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT** on the interested parties in this action as follows:

Thomas H. Petrides
tpetrides@vedderprice.com
Ashley D. Stein
astein@vedderprice.com
Vedder Price (CA), LLP
1925 Century Park East, Suite 1900
Los Angeles, CA 90067
Attorney for Defendant John Bean Technologies Corporation

 X BY ELECTRONIC SERVICE: I caused the above-entitled document(s) to be served through the Odyssey eFileCA E-Filing System at the website www.california.tylerhost.net, addressed to all parties appearing on the electronic service list for the above-entitled case. The service transmission was reported as complete and a copy of the filing receipt/confirmation will be filed, deposited, or maintained with the original document(s) in this office.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on August 18, 2021, at Los Angeles, California.


Erika Mejía