

12/03/2020 at 03:27:57 PM

Clerk of the Superior Court
By Carla Brennan, Deputy Clerk

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 SAN DIEGO

JOSE CABALO, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

JONES LANG LASALLE AMERICAS,
INC., a Maryland corporation; and DOES
1 through 50, inclusive,

Defendants.

Case No.: 37-2020-00044322-CU-OE-CTL

**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 Jose Cabalo (“Plaintiff”) hereby submits this Class and Representative Action
2 Complaint (“Complaint”) against Defendant Jones Lang LaSalle Americas, Inc. (“Defendant”),
3 and Does 1-50 (collectively, “Defendants”), as an individual and on behalf of all other similarly
4 situated current and former employees of Defendants for penalties and/or damages under the
5 California Labor Code and the California Business & Professions Code, for failure to pay all
6 overtime and double time 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 §§ 201-204, 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 and double time wages
19 owed, failing to pay sick pay at the correct regular rate of pay, and failing to keep accurate
20 records as to Plaintiff and 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 §§ 201-204, 226(a), 246, 510, 558, 1194, and 2698, *et seq.*, and the UCL.

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

7 **PARTIES**

8 8. Plaintiff is a former employee of Defendant. On or about August 1, 2017,
9 Plaintiff began working for Defendant as a custodial supervisor. Plaintiff was a non-exempt
10 employee, and was paid hourly. Plaintiff was terminated from his employment on or about
11 October 27, 2020.

12 9. During his employment with Defendant, Plaintiff regularly worked overtime and
13 double time. Plaintiff was also paid non-discretionary remuneration, including without
14 limitation, shift differential wages such as “Shift @3%/HR,” during the same workweek.

15 10. During his employment with Defendant, Plaintiff was also paid wages for sick
16 time.

17 11. 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 him of the rights guaranteed
19 by California Labor Code §§ 201-204, 226(a), 246, 510, 558, 1194, and 2698, *et seq.*, the UCL
20 and the applicable IWC Wage Orders.

21 12. Plaintiff is informed and believes and based thereon alleges that Defendant was
22 and is a Maryland corporation doing business in the State of California, providing commercial
23 real estate services. Defendant operates numerous business locations in the State of California,
24 including a business office in San Diego County.

25 13. 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 14. As such, and based upon all the facts and circumstances incident to Defendants’

business in California, Defendants are subject to California Labor Code §§ 201-204, 226, 246, 510, 558, 1194, and 2698, *et seq.*, the IWC Wage Orders, and the UCL.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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

20. **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/or double time wages, and non-discretionary remuneration, including without limitation, shift differential wages, during the same workweek, at any time during June 8, 2016, to the present (the “Overtime/Double Time Regular Rate Class”); and

b. All non-exempt employees in the State of California who were paid non-discretionary incentive remuneration, including without limitation, shift differential wages, and sick pay in the same workweek, and whose employment ended (either voluntarily or involuntarily) at any time from June 8, 2017, through the present (the “Sick Pay Regular Rate Class”).

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

22. **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 records. Plaintiff alleges that Defendants: (a) failed to pay employees overtime and double time wages at the correct regular rate of pay that included all non-discretionary remuneration, in violation of Labor Code §§ 510, 558, and 1194; (b) failed to pay sick pay at the correct regular rate of pay, in violation of Labor Code §§ 201-204 and 246; (c) failed to provide accurate itemized wage statements, in violation of Labor Code § 226(a); and (d) engaged in unfair business practices in violation of the California Labor Code, the UCL, and the applicable IWC

1 Wage Orders.

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

8 24. Defendants uniformly administered a corporate policy and practice of: (a) failing
9 to pay employees overtime and double time wages at the correct regular rate of pay that included
10 all non-discretionary remuneration, in violation of Labor Code §§ 510, 558 and 1194; (b) failing
11 to pay sick pay at the correct regular rate of pay, in violation of Labor Code §§ 201-204 and 246;
12 (c) failing to provide accurate itemized wage statements, in violation of Labor Code § 226(a);
13 and (d) engaging in unfair business practices in violation of the California Labor Code, the UCL,
14 and the applicable IWC Wage Orders.

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

19 26. **Common Question of Law and Fact:** There are predominant common questions
20 of law and fact and a community of interest amongst Plaintiff and the claims of the Classes
21 concerning Defendants' policy and practice of: (a) failing to pay employees overtime and double
22 time wages at the correct regular rate of pay that included all non-discretionary remuneration, in
23 violation of Labor Code §§ 510, 558 and 1194; (b) failing to pay sick pay at the correct regular
24 rate of pay, in violation of Labor Code §§ 201-204 and 246; (c) failing to provide accurate
25 itemized wage statements, in violation of Labor Code § 226(a); and (d) engaging in unfair
26 business practices in violation of the California Labor Code, the UCL, and the applicable IWC
27 Wage Orders.

28 27. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the

1 Classes in that Plaintiff has suffered the harm alleged in this Complaint in a similar and typical
2 manner as the Class Members. As with all other Overtime/Double Time Regular Rate Class
3 Members, Plaintiff earned non-discretionary remuneration, including without limitation, shift
4 differential wages such as “Shift @3%/HR.” During workweeks when Plaintiff worked overtime
5 and/or double time and received said non-discretionary compensation in that same workweek,
6 Defendants failed to correctly calculate Plaintiff’s regular rate of pay for the purposes of paying
7 overtime and/or double time. In this regard, Defendants failed to include any non-discretionary
8 remuneration earned into the calculation of the regular rate. Thus, Plaintiff is owed additional
9 overtime and double time pay based on the correct, higher regular rate of pay. Additionally, as
10 with all other Sick Pay Regular Rate Class Members, whenever sick pay was paid to Plaintiff, it
11 was paid at Plaintiff’s base rate of pay rather than the correct, higher regular rate of pay that
12 included any non-discretionary incentive remuneration. To date, Plaintiff has yet to receive the
13 underpaid sick pay and underpaid overtime and double time wages owed to him. Thus,
14 Defendant is liable for waiting time penalties Labor Code § 203. Moreover, due to Defendants’
15 miscalculation of the regular rate of pay for purposes of paying overtime and double time and
16 sick pay referenced above, the wage statements provided to Plaintiff did not reflect the accurate
17 overtime and double time wage rates of pay, sick pay wage rates of pay, gross wages earned, and
18 net wages earned, in violation of Labor Code § 226(a)(1), (a)(5), and (a)(9). As such, Plaintiff is
19 a member of the Classes and has suffered the alleged violations of California Labor Code
20 §§ 201-204, 226(a), 246, 510, 558, and 1194.

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

27 29. The nature of this action and the format of laws available to Plaintiff and
28 members of the Classes identified herein make the class action format a particularly efficient and

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

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

18 31. Such a pattern, practice and uniform administration of corporate policy regarding
19 illegal employee compensation described herein is unlawful and creates an entitlement to
20 recovery by the Plaintiff and the Classes identified herein, in a civil action, for all applicable
21 penalties and/or damages, reasonable attorneys' fees, and costs of suit according to the mandate
22 of California Labor Code §§ 201-204, 218.5, 226(a), 510, 558, and 1194, and Code of Civil
23 Procedure § 1021.5.

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

27 33. The Overtime/Double Time Regular Rate Class is commonly entitled to a specific
28 fund with respect to the compensation illegally and unfairly retained by Defendants. The

Overtime/Double Time 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/DOUBLE TIME REGULAR RATE CLASS
AGAINST ALL DEFENDANTS)**

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

35. 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. Labor Code § 510 also requires an employer to pay employees double time at a rate of twice the regular rate of pay for any work in excess of 12 hours in a workday or in excess of eight hours on the seventh consecutive workday in a workweek.

36. As a pattern and practice, Defendants suffered and permitted employees to work in excess of eight hours in a workday and/or over 40 hours in a workweek without proper overtime pay.

37. As a pattern and practice, Defendants suffered and permitted employees to work in excess of 12 hours in a workday and/or in excess of eight hours on the seventh consecutive workday in a workweek without proper double time pay.

38. During workweeks where Plaintiff and Overtime/Double Time Regular Rate Class Members worked overtime and/or double time and earned non-discretionary remuneration, including without limitation, shift differential wages, in the same workweek, Defendants failed to properly calculate the regular rate of pay for purposes of paying overtime and double time wages. In particular, Defendants failed to factor any non-discretionary remuneration earned into the calculation of the regular rate of pay for purposes of paying overtime and double time wages. As a result of such policy and practice, Defendants underpaid overtime and double time wages to

1 Plaintiff and the Class and thus owe additional overtime and double time wages.

2 39. Such a pattern, practice, and uniform administration of corporate policy regarding
3 illegal employee compensation as described herein is unlawful and creates an entitlement to
4 recovery by Plaintiff and the Overtime/Double Time Regular Rate Class in a civil action, for the
5 unpaid balance of the full amount of damages owed, including interest thereon, penalties,
6 attorneys' fees, and costs of suit according to the mandate of California Labor Code §§ 218.5,
7 510, 558, and 1194.

8 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants'
9 willful failure to provide all overtime and double time wages due and owing to Plaintiff and
10 Overtime/Double Time Regular Rate Class Members upon separation from employment results
11 in a continued payment of wages up to thirty (30) days from the time the wages were due.
12 Therefore, Plaintiff and other members of the Overtime/Double Time Regular Rate Class who
13 have separated from employment from Defendants are entitled to compensation pursuant to
14 Labor Code § 203.

15 **SECOND CAUSE OF ACTION**

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

17 **(BY PLAINTIFF AND THE SICK PAY REGULAR RATE CLASS AGAINST ALL**
18 **DEFENDANTS)**

19 41. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 40 as
20 though fully set forth herein.

21 42. Labor Code § 246(l)(1) provides that paid sick time for non-exempt employees be
22 "calculated in the same manner as the regular rate of pay for the workweek in which the
23 employee uses paid sick time, whether or not the employee actually works overtime in that
24 workweek."

25 43. Labor Code § 246(l)(2) further provides that paid sick time for non-exempt
26 employees be "calculated by dividing the employee's total wages, not including overtime
27 premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days
28 of employment."

1 44. Defendants violated Labor Code § 246 by failing to pay sick pay at the regular
2 rate of pay. Plaintiff and Sick Pay Regular Rate Class Members routinely earned non-
3 discretionary incentive wages, including without limitation, shift differential wages, thereby
4 increasing their regular rates of pay to amounts that were higher than their base rates of pay.
5 However, Defendants do not incorporate said non-discretionary incentive wages into the
6 calculation of the regular rate of pay when paying sick pay. As a result, whenever sick pay was
7 paid to Plaintiff and Sick Pay Regular Rate Class Members, it was paid at their base rates of pay
8 rather than the correct, higher regular rates of pay, as required under Labor Code § 246.

9 45. As a pattern and practice, Defendants regularly failed to pay Plaintiff and Sick
10 Pay Regular Rate Class Members their correct wages and accordingly owe waiting time penalties
11 under the Labor Code. Further, Plaintiff is informed and believes and based thereon alleges that
12 such failure to pay sick pay at the correct regular rate was willful, such that Plaintiff and Sick
13 Pay Regular Rate Class Members whose employment has separated are entitled to waiting time
14 penalties pursuant to Labor Code §§ 201-203.

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

20 **THIRD CAUSE OF ACTION**

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

22 **(BY PLAINTIFF, THE OVERTIME/DOUBLE TIME REGULAR RATE CLASS, AND**
23 **THE SICK PAY REGULAR RATE CLASS AGAINST ALL DEFENDANTS)**

24 47. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 46 as
25 though fully set forth herein.

26 48. Labor Code § 226(a) requires employers to provide itemized wage statements to
27 its employees that identify accurate information, including without limitation, all applicable
28 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, Overtime/Double Time Regular Rate Class Members, and Sick Pay Regular Rate Class Members, in violation of Labor Code § 226(a).

49. As a result of Defendants' violations of Labor Code §§ 510, 558, and 1194 as identified above, the wage statements issued to Plaintiff and Overtime/Double Time Regular Rate Class Members failed to correctly identify the applicable hourly rates for overtime and double time wages, gross wages earned, and net wages earned, in violation of Labor Code § 226(a)(1), (a)(5), and (a)(9).

50. Moreover, as a result of Defendants' violations of Labor Code §§ 201-203 and 246 as identified above, the wage statements issued to Plaintiff and Sick Pay Regular Rate Class Members failed to correctly identify the sick pay wage rates, gross wages earned, and net wages earned, in violation of Labor Code § 226(a)(1), (a)(5), and (a)(9).

51. The issuance of inaccurate wage statements caused injury to Plaintiff and Class Members as they cannot accurately verify and/or calculate their wages given on the inaccurate information displayed on the wage statements.

52. 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 BUSINESS AND PROFESSIONS CODE § 17200, *ET SEQ.* (BY PLAINTIFF AND THE OVERTIME/DOUBLE TIME REGULAR RATE CLASS AGAINST ALL DEFENDANTS)

53. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 52 as though fully set forth herein.

54. Defendants, and each of them, have engaged and continue to engage in unfair and

1 unlawful business practices in California by practicing, employing and utilizing the employment
2 practices outlined above, including by failing to pay employees overtime and double time wages
3 at the correct regular rate of pay in violation of Labor Code §§ 510, 558, and 1194.

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

6 56. Plaintiff seeks, individually and on behalf of the members of the Overtime/Double
7 Time Regular Rate Class, full restitution of monies, as necessary and according to proof, to
8 restore any and all monies withheld, acquired and/or converted by the Defendants by means of
9 the unfair practices complained of herein.

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

16 **FIFTH CAUSE OF ACTION**

17 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT, LABOR CODE §**
18 **2698, *ET SEQ.***

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

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

23 59. Plaintiff brings this cause of action as a proxy for the State of California and in
24 this capacity, seeks penalties on behalf of all Aggrieved Employees from May 9, 2019, through
25 the present, for Defendants' violations of Labor Code §§ 201-204, 226(a), 246, 510, 558, and
26 1194, arising from Defendants' following misconduct as alleged above: (a) failure to pay
27 Plaintiff and Aggrieved Employees overtime and double time wages at the correct regular rate of
28 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 §§ 201-204 and 246; and (c) failure to provide accurate itemized wage statements to Plaintiff and Aggrieved Employees, in violation of Labor Code § 226(a).

60. 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.

61. On or about November 3, 2020, Plaintiff sent written notice to the California Labor & Workforce Development Agency ("LWDA") of Defendants' violations of Labor Code §§ 201-204, 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.

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

63. As such, pursuant to Labor Code § 2699(a), Plaintiff seeks recovery of any and all applicable civil penalties for Defendants' violations of Labor Code §§ 201-204, 226(a), 246, 510, 558, and 1194, for the time period described above, on behalf of himself 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

1 California Labor Code §§ 201-203, 218.5, 510, 558 and 1194, and for costs and attorneys' fees;

2 5. Upon the Second Cause of Action, for unpaid wages and/or penalties pursuant to
3 Labor Code §§ 201-203, and for costs and attorneys' fees;

4 6. Upon the Third Cause of Action, for damages and/or penalties pursuant to statute
5 as set forth in California Labor Code § 226, and for costs and attorneys' fees;

6 7. Upon the Fourth Cause of Action, for restitution to Plaintiff and other similarly
7 affected members of the general public of all funds unlawfully acquired by Defendants by means
8 of any acts or practices declared by this Court to be in violation of Business & Professions Code
9 § 17200, *et seq.*;

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

12 9. On all causes of action, for attorneys' fees and costs as provided by California
13 Labor Code §§ 218.5, 226, 510, 558, 1194, and 2698, *et seq.*, and Code of Civil Procedure §
14 1021.5; and

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

16
17 DATED: December 3, 2020

DIVERSITY LAW GROUP, P.C.

18 By: 

Larry W. Lee

Mai Tulyathan

Attorneys for Plaintiff, the Class, and Aggrieved
Employees