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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

DANIEL RODAS, as an individual and on
 behalf of all others similarly situated,

Plaintiffs,

vs.

THE GOODYEAR TIRE & RUBBER
 COMPANY, an Ohio corporation; and
 DOES 1 through 50, inclusive,

Defendants.

Case No.: **21STCV35255**

**REPRESENTATIVE ACTION COMPLAINT
 FOR VIOLATION OF LABOR CODE § 2698,
 ET SEQ**

DEMAND OVER \$25,000.00

Plaintiff Daniel Rodas ("Plaintiff") hereby submits this Representative Action Complaint against Defendant The Goodyear Tire & Rubber Company, an Ohio corporation, and Does 1-50 (hereinafter collectively referred to as "Defendants"), on behalf of himself and other aggrieved employees of Defendant, for penalties pursuant to the Private Attorneys General Act ("PAGA") for Defendant's violations of the California Labor Code, as follows:

INTRODUCTION

1. This complaint is within the Court's jurisdiction under California Labor Code §§ 201-204, 226, 510, 558, 1194, 1197, 1197.1, 2698, and the California Industrial Welfare Commission's ("IWC") Wage Orders.

2. This Complaint challenges systemic illegal employment practices resulting in violations of the California Labor Code against employees of Defendants.

1 3. Plaintiff is informed and believes and based thereon alleges that Defendants
2 jointly and severally have acted intentionally and with deliberate indifference and conscious
3 disregard to the rights of all employees by failing to pay all overtime wages owed and provide
4 accurate, itemized wage statements to Plaintiff and the Class.

5 4. Plaintiff is informed and believes and based thereon alleges that Defendants have
6 engaged in, among other things a system of willful violations of the California Labor Code and
7 applicable IWC Wage Orders by creating and maintaining policies, practices and customs that
8 knowingly deny employees the above stated rights and benefits.

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

12 **JURISDICTION AND VENUE**

13 6. The Court has jurisdiction over the violations of the California Labor Code
14 §§ 201-204, 226, 510, 558, 1194, 1197, 1197.1, and 2698.

15 7. Venue is proper in Los Angeles County because Defendants maintain business
16 locations in Los Angeles County and Plaintiff worked for Defendants in Los Angeles County.

17 **PARTIES**

18 8. Plaintiff was employed by Defendants as a maintenance technician and customer
19 adviser from about January 2020 to about May 29, 2021. Plaintiff worked as an hourly, non-
20 exempt employee.

21 9. Plaintiff was and is the victim of the policies, practices, and customs of
22 Defendants complained of in this action in ways that have deprived him of the rights guaranteed
23 by California Labor Code §§ 201-204, 226, 510, 558, 1194, 1197, 1197.1, 2698, and the
24 applicable IWC Wage Orders.

25 10. Plaintiff is informed and believes and based thereon alleges that Defendant The
26 Goodyear Tire & Rubber Company was and is an Ohio corporation that is engaged in the
27 business of selling tires and providing tire and vehicle maintenance services throughout the State
28 of California.

1 11. Plaintiff is informed and believes and based thereon alleges that at all times herein
2 mentioned Defendants and Does 1 through 50 are and were business entities, individuals, and
3 partnerships, licensed to do business and actually doing business in the State of California.

4 12. As such, and based upon all the facts and circumstances incident to Defendants'
5 business in California, Defendants are subject to California Labor Code §§ 201-204, 226, 510,
6 558, 1194, 1197, 1197.1, 2698, and the IWC Wage Orders.

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

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

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

27 16. At all times herein mentioned, Defendants, and each of them, were members of,
28 and engaged in, a joint venture, partnership and common enterprise, and acting within the course

1 and scope of, and in pursuance of, said joint venture, partnership and common enterprise.

2 17. At all times herein mentioned, the acts and omissions of various Defendants, and
3 each of them, concurred and contributed to the various acts and omissions of each and all of the
4 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
5 herein mentioned, Defendants, and each of them, ratified each and every act or omission
6 complained of herein. At all times herein mentioned, the Defendants, and each of them, aided
7 and abetted the acts and omissions of each and all of the other Defendants in proximately causing
8 the damages as herein alleged.

9 **VIOLATION OF LABOR CODE § 2698 ET SEQ.**

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

11 18. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
12 though fully set forth herein.

13 19. Plaintiff brings this cause of action for violation of PAGA as a proxy for the State
14 of California and in this capacity, will seek penalties on behalf of all Aggrieved Employees from
15 July 22, 2020, through the present, for Defendants' violations of Labor Code §§ 201-204, 226,
16 510, 558, 1194, 1197, 1197.1, arising from Defendants' practice and policy of failing to pay all
17 overtime wages owed and provide accurate, itemized wage statements in violation of Labor Code
18 §§ 201-204, 226, 510, 558, 1194, 1197, 1197.1.

19 20. Based on the above-stated Labor Code violations, Plaintiff is an "aggrieved
20 employee" as defined in Labor Code § 2699(a). As such, Plaintiff will bring this cause of action
21 on behalf of the State of California for violations committed against all similarly situated
22 Aggrieved Employees of Defendants.

23 21. On or about July 22, 2021, Plaintiff sent written notice to the California Labor &
24 Workforce Development Agency ("LWDA") of Defendants' violations of Labor Code §§ 201-
25 204, 226, 510, 558, 1194, 1197, 1197.1, pursuant to PAGA. As of the date of the filing of this
26 Complaint, the LWDA has yet to provide notice to Plaintiff as to whether it intends to investigate
27 the violations provided for in the written notice. In addition to the LWDA, Plaintiff also sent his
28 written notice to Defendants via certified mail according to Labor Code § 2699.3.

1 22. As such, pursuant to Labor Code § 2699(a), Plaintiff will seek recovery of any
2 and all applicable civil penalties for Defendants' violation of Labor Code §§ 201-204, 226, 510,
3 558, 1194, 1197, 1197.1, for the time period described above, on behalf of himself and other
4 Aggrieved Employees.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiff prays for judgment for himself and all others on whose behalf
7 this suit is brought against Defendants, jointly and severally, as follows:

8 1. Upon the First Cause of Action, for penalties pursuant to California Labor Code §
9 2698 et seq., and for costs and attorneys' fees;

10 2. On all causes of action for attorneys' fees and costs as provided by California
11 Labor Code § 2699, and Code of Civil Procedure § 1021.5; and

12 3. For such other and further relief the Court may deem just and proper.
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14 DATED: September 24, 2021

DIVERSITY LAW GROUP, P.C.

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16 By: 
17 Larry W. Lee
18 Max W. Gavron
19 Attorneys for Plaintiff and the Class
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