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Attorneys for Plaintiff EDGAR VASQUEZ on  
behalf of himself and others similarly situated

[Additional counsel on following page]

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE**

EDGAR VASQUEZ, on behalf of himself  
and all others similarly situated,

Plaintiff,

v.

RENTOKIL NORTH AMERICA, INC., a  
Pennsylvania corporation; and DOES 1 to  
10, inclusive,

Defendant.

**CASE NO.**

**CLASS ACTION COMPLAINT FOR:**

- 1. Failure to Pay Overtime Wages in Violation of Labor Code sections 510 and 1198;**
- 2. Failure to pay all Wages and Minimum Wages in Violation of Labor Code sections 221, 223, 1182, 1194, 1197, and 1198;**
- 3. Failure to Provide Meal Periods in Violation of Labor Code sections 226.7, 512, 516 and 1198;**
- 4. Failure to Timely Furnish Accurate Itemized Wage Statements in Violation of Labor Code section 226(a) and Failure to Maintain Accurate Records;**
- 5. Failure to Provide Sick Pay in Violation of Labor Code Section 246;**
- 6. Failure to Timely Pay Wages During Employment in Violation of Labor Code Section 204;**
- 7. Waiting Time Penalties Pursuant to Labor Code sections 201 and 203;**
- 8. Failure to Reimburse Business Expenses in Violation of Labor Code section 2802; and**
- 9. Violations of Business & Professions Code section 17200 et seq.**

**DEMAND FOR JURY TRIAL**

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1 Plaintiff, EDGAR VASQUEZ (hereinafter “Plaintiff”) hereby submits his Complaint  
2 against Defendant RENTOKIL NORTH AMERICA, INC., a Pennsylvania corporation; and DOES  
3 1 to 10 (hereinafter referred to as “Defendant”) on behalf of himself and the class of all other  
4 similarly situated current and former employees of Defendant as follows:

5 **NATURE OF THE CASE**

6 1. This is a class action arising out of Defendant’s failure to provide their non-exempt  
7 employees with all wages at the regular rate, accurate itemized wage statements, and timely pay all  
8 wages during and upon termination of employment in compliance with the applicable wage order  
9 and/or the California Labor Code.

10 2. Rentokil North America Inc. is a brand for pest control and provides commercial and  
11 residential pest control multinational conglomerate corporation headquartered in Reading,  
12 Pennsylvania. At all relevant times, Defendant issued and maintained uniform, standardized  
13 scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in  
14 California, including Plaintiff and others similarly situated, regardless of their location or position.

15 3. Defendant has maintained practices across its locations which have failed and  
16 continue to fail to pay Plaintiff and other non-exempt employees all wages at the regular rate of pay  
17 Specifically, Defendant pays overtime, sick pay and meal premiums at Plaintiff’s and non-exempt  
18 employee’ base rate of pay rather than at their regular rate of pay. Moreover, Defendant subjects its  
19 non-exempt employees, including Plaintiff to off-the-clock work. Specifically, Defendant would  
20 contact Plaintiff and other non-exempt employees by phone outside of working hours. Defendant also  
21 required employees to be “on call” without paying them for this time.

22 4. Defendant also failed to reimburse Plaintiff and other non-exempt employees for  
23 business related expenses, including but not limited to cellphone related expenses.

24 5. In light of the foregoing, Defendant failed to timely pay wages during employment  
25 and final wages upon termination or separation from of employ.

26 6. Plaintiff brings Causes of Action One through Nine (the “class claims”) as a class  
27 action on behalf of himself and other similarly situated individuals who have worked for Defendant in  
28 California, at any time from four-years prior to the filing of this complaint, through the resolution of

1 this action. Plaintiff, on his own behalf and on behalf of all Class Members, brings the class claims  
2 pursuant to Labor Code sections 200-204, 221, 223, 226, 226.7, 246, 500, 510, 512, 1174, 1194,  
3 1194.2, 1197, 1198, 2802, the applicable wage order and under Business & Professions Code sections  
4 17200-17208, for unfair competition due to Defendant's unlawful, unfair and fraudulent business acts  
5 and practices.

6 7. Plaintiff is informed and believes, and based thereon alleges, that Defendant has  
7 engaged in, among other things a system of willful violations of the Labor Code and the applicable  
8 IWC wage orders by creating and maintaining policies, practices and customs that knowingly deny  
9 employees the above stated rights and benefits.

#### 10 PARTIES

11 8. Plaintiff, Edgar Vasquez is an individual over the age of eighteen (18) and is now,  
12 and/or at all relevant times mentioned in this Complaint was, a resident and domiciliary of the State  
13 of California. During the relevant time period, Plaintiff worked for Defendant in Thousand Palms,  
14 California from approximately December 2016 through approximately November 7, 2022. Plaintiff  
15 worked as a Pest Control Technician and earned approximately \$18.27 per hour.

16 9. Plaintiff is informed and believes, and based thereon alleges, that Defendant Rentokil  
17 North America, Inc. is a Pennsylvania corporation. Plaintiff is further informed and believes that at  
18 all times relevant hereto, Defendant has transacted, and continues to transact, business throughout the  
19 State of California.

20 10. Plaintiff is informed and believes, and based upon such information and belief alleges,  
21 that Defendant is, now and/or at all times mentioned in this Complaint was in some manner legally  
22 responsible for the events, happenings and circumstances alleged in this Complaint.

23 11. Plaintiff is further informed and believes, and based upon such information and belief  
24 alleges, that at all times herein mentioned, Defendant proximately caused Plaintiff, all others  
25 similarly situated, and the general public to be subjected to the unlawful practices, wrongs,  
26 complaints, injuries and/or damages alleged in this Complaint.

27 12. Plaintiff is informed and believes, and based thereon alleges, that at all times herein  
28 mentioned Defendant and DOES 1 through 10, are and were corporations, business entities,

1 individuals, and partnerships, licensed to do business and actually doing business in the State of  
2 California.

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

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

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

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

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

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

3 18. The members of the Classes (as defined below), including the representative Plaintiff  
4 named herein, have been employed during the Class Period in California. The practices and policies  
5 which are complained of by way of this Complaint are enforced throughout the State of California.

6 **JURISDICTION AND VENUE**

7 19. The Court has jurisdiction over this class action pursuant to article 6, section 10 of the  
8 California Constitution and Code of Civil Procedure section 410.10.

9 20. Additionally, this Court has jurisdiction over Plaintiff's and the Class' claims for  
10 injunctive relief, including restitution of earned wages, arising from Defendant's unfair competition  
11 under Business & Professions Code section 17203 and 17204. The Court also has jurisdiction over  
12 Plaintiff's and the Class' claims pursuant to the applicable provisions.

13 21. The Court has jurisdiction over Defendant because they are authorized to do business  
14 in the State of California and are registered with the California Secretary of State. Defendant does  
15 sufficient business with sufficient minimum contacts in California, and/or otherwise intentionally  
16 avails itself of the California market through the advertising, marketing and sale of goods and  
17 services, to render the exercise of jurisdiction over Defendant by the California court consistent with  
18 traditional notions of fair play and substantial justice.

19 22. Venue is proper in Riverside County because the acts which give rise to this litigation  
20 occurred in this county and because Defendant has employed class members in this county and  
21 transacts business in this county.

22 **FACTUAL ALLEGATIONS**

23 23. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

24 24. Defendant has engaged in, and continues to engage in, unfair business practices in  
25 California by practicing, employing and utilizing the employment practices and policies outlined  
26 above.

27 25. As a direct result of the wage and hour violations herein alleged, Plaintiff and  
28 members of the Classes have suffered, and continue to suffer substantial losses related to the use and

1 enjoyment of wages, lost interest on such wages, and expenses and attorneys' fees in seeking to  
2 compel Defendant to fully perform its obligations under state law, all to Plaintiff's respective damage  
3 in amounts according to proof at the time of trial.

4 ***Defendant's Failure to Pay Overtime Wages***

5 26. During the Class Period, upon information and belief, Defendant had, and continues  
6 to have, a company-wide policy of discouraging and impeding Plaintiff and members of the Classes  
7 from recording hours worked that were outside of their scheduled shifts in order to limit the amount  
8 of overtime employees could accrue. On information and belief, this policy of limiting overtime, led  
9 Plaintiff and members of the Classes to work off-the-clock before and after their scheduled shift  
10 times. For example, Plaintiff and members of the Classes were required to be "on call" and ready to  
11 work although were not paid for this time. Moreover, Defendant would contact Plaintiff and  
12 members of the Classes by text and phone call on their personal cellphones outside of their scheduled  
13 shifts.

14 27. During the Class Period, upon information and belief, Defendant had, and continues  
15 to have, a company-wide policy of failing to incorporate earned bonuses and other remuneration into  
16 Plaintiff and members of the Classes' regular rate. By way of example, Plaintiff earned "technician  
17 incentives" which were not factored into his regular rate.

18 28. Therefore, Plaintiff and members of the Classes were not paid all overtime wages.

19 ***Defendant's Failure to Pay all Wages and Minimum Wages***

20 29. As stated above, during the relevant time period, as a result of Defendant's policy of  
21 limiting the amount of overtime employees could accrue, coupled with being under Defendant's  
22 control before and after their scheduled shift times, Plaintiff and members of the Classes were forced  
23 to work off-the-clock.

24 30. Thus, Defendant did not pay at least minimum wages for all hours worked by Plaintiff  
25 and members of the Classes. To the extent that these off-the-clock hours did not qualify for overtime  
26 premium payment, Defendant did not pay at least minimum wages for those hours worked off-the-  
27 clock.

1 ***Failure to Provide Compliant Meal Periods***

2 31. Plaintiff alleges that on the occasion meal break premiums were paid, they were paid  
3 at Plaintiff's base rate of pay rather than at his regular rate of pay.

4 ***Defendant's Failure to Provide Compliant Wage Statements***

5 32. During the relevant time period, Defendant has knowingly and intentionally provided  
6 Plaintiff and members of the Classes with uniform, incomplete, and inaccurate wage statements. For  
7 example, Defendant issued uniform wage statements to Plaintiff and members of the Classes that fail  
8 to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly  
9 rates in effect during the pay period, including rates of pay for overtime wages and/or meal and rest  
10 period premiums, and the corresponding number of hours worked at each hourly rate.

11 33. Because Defendant did not accurately Plaintiff's and members of the classes' regular  
12 rate of pay, all remuneration was not included on wage statements. Moreover, Defendant did not list  
13 the correct amount of gross wages and net wages earned by Plaintiff and members of the Classes in  
14 compliance with Labor Code sections 226(a)(1) and 226(a)(5), respectively.

15 34. For the same reason, Defendant failed to accurately list the total number of hours  
16 worked by Plaintiff and members of the Classes and failed to list the applicable hourly rates of pay in  
17 effect during the pay period and the corresponding accurate number of hours worked at each hourly  
18 rate. Moreover, total hours are also incorrect because they include sick pay, vacation pay and other  
19 items making it difficult for Plaintiff and members of the Classes to calculate how much they actually  
20 worked during the pay period.

21 35. Because Defendant failed to provide the correct net and gross wages earned,  
22 applicable rates of pay, and number of total hours worked on wage statements, Plaintiff and members  
23 of the Classes have been prevented from verifying, solely from information on the wage statements  
24 themselves, that they were paid correctly and in full. Instead, Plaintiff and members of the Classes  
25 have had to look to sources outside of the wage statements themselves and reconstruct time records  
26 to determine whether in fact they were paid correctly and the extent of underpayment, thereby  
27 causing them injury.

1 ***Defendant's Failure to Provide Sick Pay at the Regular Rate***

2 36. Plaintiff received compensation, including incentives in addition to his hourly wages  
3 while employed by Defendant. Those additional amounts should have been included when  
4 calculating his regular rate of pay and used when paying overtime wages, premium wages, and sick  
5 leave wages, but were not. Instead, Plaintiff and members of the Classes were paid sick wages at  
6 their base rate of pay.

7 ***Defendant's Failure to Timely Pay all Wages During Employment***

8 37. Labor Code section 204 requires that all wages earned by any person in any  
9 employment between the 1st and the 15th days, inclusive, of any calendar month, other than those  
10 wages due upon termination of an employee, are due and payable between the 16th and the 26th day  
11 of the month during which the labor was performed, and that all wages earned by any person in any  
12 employment between the 16th and the last day, inclusive, of any calendar month, other than those  
13 wages due upon termination of an employee, are due and payable between the 1st and the 10th day of  
14 the following month.

15 38. Labor Code section 204 also requires that all wages earned for labor in excess of the  
16 normal work period shall be paid no later than the payday for the next regular payroll period.  
17 Alternatively, Labor Code section 204 provides that the requirements of this section are deemed  
18 satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid  
19 not more than seven (7) calendar days following the close of the payroll period.

20 39. During the class period, Defendant willfully failed to pay Plaintiff and members of the  
21 Classes all wages due including, but not limited to, overtime wages, sick pay wages, and meal period  
22 premiums within the time periods specified by Labor Code section 204.

23 ***Defendant's Failure to Timely Pay Final Wage Upon Termination***

24 40. Defendant willfully failed to pay Plaintiff and members of the Classes who are no  
25 longer employed by Defendant the earned and unpaid wages set forth above, including but not  
26 limited to, overtime wages, sick pay wages, and meal period premiums, either at the time of  
27 discharge, or within seventy-two (72) hours of their leaving Defendant's employ.  
28

1 ***Defendant's Failure to Reimburse Business Expenses***

2 41. During the relevant time period, Defendant had a company-wide policy whereby  
3 management would text or call Plaintiff and members of the Classes on their personal cellphones  
4 regarding work updates.

5 42. Although Defendant required Plaintiff and members of the Classes to use their  
6 personal phones to carry out their work-related duties, Defendant failed to reimburse them for this  
7 cost. Defendant could have provided Plaintiff and members of the Classes with the actual tools for  
8 use on the job, such as supplied phones or provided a phone allowance. Instead, Defendant passed  
9 these operating costs off onto Plaintiff and members of the Classes.

10 ***Facts Regarding Willfulness***

11 43. Plaintiff is informed and believes, and based thereon alleges, that Defendant is and  
12 was advised by skilled lawyers, other professionals, employees with human resources background  
13 and advisors with knowledge of the requirements of California wage and hour laws and that at all  
14 relevant times, Defendant knew or should have known, that the Plaintiff Class Members, including  
15 Plaintiff, were entitled to receive one hour of pay at the employee's regular rate of compensation for  
16 each day that a meal and/or rest period was not provided and were and are entitled to receive pay for  
17 all hours worked, accurate itemized wage statements, and final pay in a timely manner.

18 ***Unfair Business Practices***

19 44. Defendant has further engaged in, and continues to engage in, unfair business  
20 practices in California by practicing, employing and utilizing the unlawful employment practices and  
21 policies outlined above.

22 45. As a direct result of the wage and hour violations herein alleged, Plaintiff and  
23 members of the Plaintiff Class have suffered, and continue to suffer substantial losses related to the  
24 use and enjoyment of wages, lost interest on such wages, and expenses and attorneys' fees in seeking  
25 to compel Defendant to perform their obligations under state law, all to Plaintiff's and the Plaintiff  
26 Class members' respective damage in amounts according to proof at the time of trial.

27 ***Plaintiff's Exhaustion of Administrative Remedies***

28 46. Plaintiff is currently complying with the procedures for bringing suit specified in

1 Labor Code section 2699.3.

2 47. By letter dated February 10, 2023, required notice was provided to the Labor and  
3 Workforce Development Agency (“LWDA”) and Defendant, of the specific provisions of the Labor  
4 Code alleged to have been violated, including the facts and theories to support the alleged violations.

5 48. This Complaint will be amended when more than sixty-five (65) days have passed  
6 since the date the notice was mailed to Defendant and the LWDA, if the LWDA chooses not to  
7 investigate the allegations herein.

8 **CLASS ACTION ALLEGATIONS**

9 49. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

10 50. Pursuant to Code of Civil Procedure section 382, this action is brought and may be  
11 properly maintained as a class action. This action satisfies the ascertainability, numerosity,  
12 commonality, typicality, adequacy, predominance, and superiority requirements of those provisions.

13 51. Plaintiff brings this suit as a class action on behalf of two classes of individuals  
14 defined as follows (collectively the “Classes”):

15 52. Plaintiff Class: All persons who have been, or currently are, employed by Defendant  
16 and who held, or hold, job positions which Defendant has classified as “non-exempt” employees in  
17 the State of California, at any time since four years prior to filing this action, through the date  
18 judgment is rendered in this action.

19 53. Terminated Sub Class: All members of the Plaintiff Class whose employment ended  
20 during the Class Period.

21 54. Numerosity: Plaintiff is informed and believes, and on that basis alleges, that during  
22 the class period hundreds of class members have been employed by Defendant as non-exempt  
23 employees in the State of California. Because so many persons have been employed by Defendant in  
24 this capacity, the members of the Plaintiff Class are so numerous that joinder of all members is  
25 impossible and/or impracticable.

26 55. Common Questions of Law and/or Fact: Common questions of law and fact exist as  
27 to all members of the Plaintiff Class and predominate over any questions affecting solely individual  
28 members of the Plaintiff Class. Among the questions of law and fact, that are relevant to the

1 adjudication of Class Members' claims are as follows:

- 2 a. Whether Plaintiff and Class Members are subject to and entitled to the benefits of
- 3 California wage and hour statutes;
- 4 b. Whether Defendant failed to pay Plaintiff and Class Members all overtime;
- 5 c. Whether Defendant failed to pay Plaintiff and Class Members all wages;
- 6 d. Whether Defendant had a standard policy of not providing compliant meal break
- 7 premiums to Plaintiff and members of the Plaintiff Class;
- 8 e. Whether Defendant had a standard policy of not providing Plaintiff and members of
- 9 the Plaintiff Class with sick pay at the regular rate;
- 10 f. Whether Defendant unlawfully and/or willfully failed to provide Plaintiff and
- 11 members of the Plaintiff Class with true and proper wage statements upon payment of
- 12 wages, in violation of Labor Code section 226;
- 13 g. Whether Defendant failed to timely pay wages to Plaintiff and members of the
- 14 Plaintiff Class during their employment
- 15 h. Whether Defendant unlawfully and/or willingly failed to timely pay Plaintiff and the
- 16 Terminated Sub Class upon termination;
- 17 i. Whether Defendant failed to reimburse Plaintiff and members of the Plaintiff Class
- 18 for business-related expenses;
- 19 j. Whether Plaintiff and members of the Plaintiff Class sustained damages, and if so, the
- 20 proper measure of such damages, as well as interest, penalties, costs, attorneys' fees,
- 21 and equitable relief;
- 22 k. Whether Defendant's conduct as alleged herein violates the Unfair Business Practices
- 23 Act of California (Bus. & Prof. Code, § 17200 et seq.)

24 56. Typicality: The claims of the named Plaintiff are typical of the claims of the members  
25 of the Plaintiff Class. Defendant's common course of conduct in failing to provide their non-exempt  
26 employees with meal break premium compensation at the regular rate, failing to provide them with  
27 overtime at the regular rate, failing to reimburse them for work related expenses, failing to provide  
28 sick pay at the regular rate of pay, and failing to provide them with compliant wage statements has

1 caused Plaintiff and the proposed Class to sustain the same or similar injuries and damages.  
2 Plaintiff's claims are thereby representative of and co-extensive with the claims of the proposed  
3 Class. Plaintiff and the proposed Class sustained the same or similar injuries and damages arising  
4 from Defendant's common policies, practices, procedures, protocols, routines, and rules which were  
5 applied to other Class Members as well as Plaintiff. Plaintiff seeks recovery for the same type of  
6 losses, injuries, and damages as were suffered by other members of the proposed class.

7 57. Adequacy of Representation: Plaintiff is an adequate representative of the proposed  
8 classes because he is a member of the class, and his interests do not conflict with the interests of the  
9 members he seeks to represent. Plaintiff has retained competent counsel, experienced in the  
10 prosecution of complex class actions, and together Plaintiff and his counsel intend to prosecute this  
11 action vigorously for the benefit of the classes. The interests of the Class Members will fairly and  
12 adequately be protected by Plaintiff and his attorneys.

13 58. Superiority of Class Action: A class action is superior to other available methods for  
14 the fair and efficient adjudication of this litigation since individual litigation of the claims of all Class  
15 Members is impracticable. It would be unduly burdensome to the courts if these matters were to  
16 proceed on an individual basis, because this would potentially result in hundreds of individual,  
17 repetitive lawsuits. Further, individual litigation presents the potential for inconsistent or  
18 contradictory judgments, and the prospect of a "race to the courthouse," and an inequitable allocation  
19 of recovery among those with equally meritorious claims. By contrast, the class action device  
20 presents far fewer management difficulties, and provides the benefit of a single adjudication,  
21 economics of scale, and comprehensive supervision by a single court.

22 59. The various claims asserted in this action are additionally or alternatively certifiable  
23 under the provisions of the Code of Civil Procedure section 382 because:

24 a. The prosecution of separate actions by hundreds of individual class members would  
25 create a risk of varying adjudications with respect to individual class members, thus establishing  
26 incompatible standards of conduct for Defendant, and

27 b. The prosecution of separate actions by individual class members would also create the  
28 risk of adjudications with respect to them that, as a practical matter, would be dispositive of the

1 interest of the other class members who are not a party to such adjudications and would substantially  
2 impair or impede the ability of such non-party class members to protect their interests.

3 **FIRST CAUSE OF ACTION**

4 **Unpaid Overtime**

5 **(By Plaintiff and Members of the Putative Class Against Defendant)**

6 60. Plaintiff incorporates herein by reference the allegations set forth above.

7 61. At all times relevant herein, which comprise of the time period not less than four (4)  
8 years preceding the filing of this action, Defendant was required to compensate their hourly  
9 employees for all overtime hours worked.

10 62. California Labor Code sections 510 and 1198 and the applicable Industrial Welfare  
11 Commission ("IWC") wage order require employers to pay employees working more than eight (8)  
12 hours in a day or more than forty (40) hours in a workweek at the rate of one-and-one-half (1 ½)  
13 times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than  
14 forty (40) hours in a workweek. The applicable IWC wage order further provides that employers are  
15 required to pay employees working more than twelve (12) hours in a day overtime compensation at a  
16 rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all  
17 remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary  
18 bonuses and incentive pay.

19 63. Defendant willfully failed to pay all overtime wages owed to Plaintiff and members of  
20 the Classes. During the relevant time period, Plaintiff and members of the Classes were not paid  
21 overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of  
22 twelve (12) hours in a day, and/or in excess of forty (40) hours in a week. For example, Plaintiff and  
23 members of the Classes were required to be "on call" and ready to work although were not paid for  
24 this time. Moreover, Defendant would contact Plaintiff and members of the Classes by text and  
25 phone call on their personal cellphones outside of their scheduled shifts. Moreover, when overtime  
26 was paid Plaintiff and members of the Classes were paid overtime wages at their base rate of pay  
27 rather than at their regular rate of pay. Specifically, Defendant also failed to factor in technician  
28 incentives and other remuneration into Plaintiff's and members of the Classes' regular rate of pay.

64. Defendant knew or should have known that as a result of company-wide practices and/or policies, that prevents Plaintiff and members of the Classes from earning all overtime.

65. Defendant's failure to pay Plaintiff and members of the Classes the balance of overtime compensation at their regular rate of pay, as required by California law, violates the provisions of Labor Code sections 510 and 1198. Plaintiff and members of the Classes are entitled to recover civil penalties, attorney's fees, costs, and interest thereon.\

## **SECOND CAUSE OF ACTION**

### **Failure to Pay All Wages**

#### **(By Plaintiff and Members of the Putative Class Against Defendant)**

66. Plaintiff incorporates herein by reference the allegations set forth above.

67. At all times relevant herein, which comprise the time period not less than four (4) years preceding the filing of this action, Defendant was required to compensate their hourly employees for all hours worked.

68. For at least the four (4) years preceding the filing of this action, Defendant failed to compensate employees for all hours worked. Defendant implemented policies that actively prevented employees from being compensated for all time worked by subjecting Plaintiff and members of the Classes to work off-the-clock as mentioned above.

69. Under the applicable wage order and state regulations, Plaintiff and the Plaintiff Class are entitled to recover compensation for all hours worked, but not paid, for the four (4) years preceding the filing of this action, in addition to reasonable attorney's fees and costs of suit in accordance with Labor Code section 218.5, and penalties pursuant to Labor Code sections 203 and 206.

70. The applicable IWC wage order section 2(G) defines "hours worked" to mean "the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so."

71. Defendant suffered or permitted Plaintiff and members of the Classes to work portions of the day for which Defendant failed to compensate them. This includes time spent under Defendant's control prior to clocking in, after clocking out. For example, Plaintiff and members of

1 the Classes were required to be “on call” and ready to work although were not paid for this time.  
2 Moreover, Defendant would contact Plaintiff and members of the Classes by text and phone call on  
3 their personal cellphones outside of their scheduled shifts.

4 72. Labor Code section 1194(a) provides in relevant part: “Notwithstanding any  
5 agreement to work for a lesser wage, any employee receiving less than the legal minimum wage ... is  
6 entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage ...  
7 including interest thereon, reasonable attorney’s fees, and costs of suit.”

8 73. Labor Code section 1194.2(a) provides in relevant part: “In any action under section  
9 1193.6 or section 1194 to recover wages because of the payment of a wage less than the minimum  
10 wage fixed by an order of the commission, an employee shall be entitled to recover liquidated  
11 damages in an amount equal to the wages unlawfully unpaid and interest thereon.”

12 74. Labor Code section 1197 provides: “The minimum wage for employees fixed by the  
13 commission is the minimum wage to be paid to employees, and the payment of a less wage than the  
14 minimum so fixed is unlawful.”

15 75. Plaintiff is informed and believes, and therefore alleges, that Defendant’s  
16 compensation schemes do not fairly compensate Plaintiff and other Class Members for all hours  
17 spent performing their job duties.

18 76. The failure to pay at least minimum wages to Plaintiff and members of the Plaintiff  
19 Class for each and every hour worked violates Labor Code sections 1182.11-1182.12, 1194, 1194.2,  
20 and 1197; the applicable IWC wage order section 4; and Business & Professions Code.

21 77. The failure to pay designated wages to Plaintiff and members of the Plaintiff Class for  
22 each and every hour worked violates Labor Code section 221 and 223; the applicable IWC wage  
23 order section 3; and Business & Professions Code.

24 78. During the applicable time period, Defendant has and continues to have a pattern and  
25 practice of not providing its employees all wages, by failing to include all compensable time,  
26 including time worked off-the-clock.

27 As a proximate result of the above-mentioned violations. Plaintiff and the Plaintiff Class have  
28 been damaged in an amount according to proof at time of trial.

1 **THIRD CAUSE OF ACTION**

2 **Non-Compliant Meal Breaks**

3 **(By Plaintiff and Members of the Putative Class Against Defendant)**

4 79. Plaintiff hereby incorporates by reference each and every one of the allegations  
5 contained in the preceding paragraphs as if the same were fully set forth herein.

6 80. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and the Class  
7 Members regularly worked more than five (5) hours per shift and were entitled to a meal period of  
8 not less than thirty (30) minutes without duty. Moreover, when meal periods were not provided,  
9 Defendant failed to provide meal break premiums at Plaintiff's and members of the classes' regular  
10 rate of pay. Rather, Defendant paid the premiums at the base rate of pay.

11 81. Nevertheless, Plaintiff is informed and believes, and thereon alleges, that Defendant  
12 routinely failed to provide Plaintiff and the members of the Classes with such meal periods without  
13 duty, notwithstanding the fact that Plaintiff and the members of the Classes had not waived their right  
14 to the same. Thus, Defendant failed to provide Plaintiff and the members of the Classes with meal  
15 periods required by Labor Code sections 226.7, 512, 516 and the applicable IWC wage order section  
16 10, and categorically failed to pay any and all meal period wages due.

17 82. Plaintiff and Class Members seek damages pursuant to Labor Code section 226.7(b)  
18 and the applicable IWC wage order section 10(F), in the amount of one additional hour of pay at the  
19 regular rate for each work day that the meal period is/was not provided to Plaintiff and any member  
20 of the Classes, the cumulative sum of which is to be determined at trial.

21 83. On July 15, 2021, the California Supreme Court issued a decision in *Ferra v. Loews*  
22 *Hollywood Hotel, LLC* (2021) 11 Cal.5th 858 where the court unanimously held that employers must  
23 pay premium payments to employees for missed meal, rest, and recovery breaks at the employee's  
24 "regular rate of pay" instead of their base hourly rate.

25 84. Defendant knew or should have known that as a result of its policies and/or practices,  
26 that Plaintiff and members of the Classes were not actually relieved of all duties to take timely,  
27 uninterrupted meal periods. Defendant further knew or should have known that it did not pay  
28 Plaintiff and members of the Classes all meal period premiums at the regular rate when meal periods

1 were missed, late, short, and/or interrupted. Furthermore, Defendant has engaged in a company-wide  
2 practice and/or policy of not paying meal period premiums owed when compliant meal periods are  
3 not provided. Because of this practice and/or policy, Plaintiff and members of the Classes have not  
4 received all premium pay for missed, interrupted, or late meal periods. Accordingly, Defendant failed  
5 to provide all meal periods in violation of Labor Code sections 226.7, 512(a), 516, and 1198.

6 85. Plaintiff and members of the Classes are entitled to civil penalties, attorney's fees,  
7 costs, and interest thereon.

#### 8 **FOURTH CAUSE OF ACTION**

##### 9 **Failure to Furnish Accurate Itemized Wage Statements and Maintain Accurate Records**

##### 10 **(By Plaintiff and Members of the Putative Class Against Defendant)**

11 86. Plaintiff hereby incorporates by reference each and every one of the allegations  
12 contained in the preceding paragraphs as if the same were fully set forth herein.

13 87. Labor Code section 226(a) and the applicable IWC wage order section 6(B) requires  
14 employers to furnish each employee with a statement itemizing, among other things, the total hours  
15 worked by the employee, on a semi-monthly basis or at the time of each payment of wages.

16 88. Labor Code section 226(e) provides that if an employer fails to comply with  
17 providing an employee with properly itemized wage statements as set forth in section 226(a), then the  
18 employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in  
19 which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to  
20 exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section  
21 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an  
22 initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the  
23 employer fails to provide the employee a wage statement or fails to keep the required records  
24 pursuant to section 226(a).

25 89. Defendant knowingly and intentionally failed to furnish Plaintiff and the members of  
26 the Classes with timely, itemized statements in compliance with Labor Code section 226(a) and the  
27 applicable IWC Wage order section 6(B).

28 90. Plaintiff is informed and believes, and thereon alleges, that Defendant knowingly and

1 intentionally failed to furnish Plaintiff and members of the Classes with timely, itemized statements  
2 showing (a) total hours, (b) gross wages earned, (c) all deductions, and/or (d) all applicable hourly  
3 rates in effect during each respective pay period and the corresponding number of hours worked at  
4 each hourly rate by each respective individual.

5 91. Plaintiff is informed and believes, and thereon alleges, that Defendant did not  
6 maintain accurate business records pertaining to the total hours worked for Defendant by Plaintiff  
7 and the members of the Classes as required under Labor Code section 1174.5. This is a result of  
8 missing hours worked, and missed meal premiums, as illustrated above. Moreover, total hours are  
9 also incorrect because they include sick pay, vacation pay and other items making it difficult for  
10 Plaintiff and members of the Classes to calculate how much they actually worked during the pay  
11 period.

12 92. As a result of not having kept accurate records, Plaintiff and the Class Members  
13 suffered injuries in the form of confusion over whether they received all wages owed to them, and  
14 difficulty and expense in reconstructing pay records in addition to other injuries which may come to  
15 light during the discovery process.

16 93. Labor Code section 1198 provides that the maximum hours of work and the standard  
17 conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable  
18 IWC wage order. Section 1198 further provides that “[t]he employment of any employees for longer  
19 hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”  
20 Pursuant to the applicable IWC Wage order, employers are required to keep accurate time records  
21 showing when the employee begins and ends each work period and meal period.

22 94. During the relevant time period, Defendant failed, on a company-wide basis, to keep  
23 accurate records of work and meal period start and stop times for Plaintiff and members of the  
24 Classes, in violation of Labor Code section 1198. Also, as stated, Defendant engaged in a company-  
25 wide practice and/or policy of falsifying Plaintiff’s and members of the Classes’ time records by  
26 recording that compliant meal periods were taken regardless of if or when meal periods were actually  
27 taken, and thereby failed to keep accurate records of meal start and end times for Plaintiff and  
28 members of the Classes.

95. Plaintiff and the members of the Classes herein seek damages and penalties pursuant to Labor Code section 226(e) for Defendant's violations of Labor Code section 226(a).

96. Plaintiff and Class Members also seek preliminary and permanent injunctive relief and an award of reasonable attorneys' fees and costs pursuant to Labor Code section 226(h).

## **FIFTH CAUSE OF ACTION**

### **Failure to Provide Sick Pay**

**(By Plaintiff and Members of the Putative Class Against Defendant)**

97. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

98. Sick pay must be compensated at the employee's regular rate of pay, for the workweek in which the paid leave was taken, or at a rate determined by averaging over 90-days. (Lab. Code § 246(1).)

99. Defendant failed to pay Plaintiff and members of the Class sick pay at the correct rate. Plaintiff received compensation in addition to hourly wages, but those additional amounts were not included when calculating sick pay wages. Plaintiff received compensation, including technician incentives, in addition to his hourly wages while employed by Defendant, which was not factored into his sick pay wages. By failing to pay Plaintiff and Class Members for sick pay at the correct rate, Defendant willfully violated Labor Code section 246.

100. Defendant's unlawful acts deprived Plaintiff and the Class of all wages. Plaintiff seeks to represent of sick pay in amounts to be determined at trial, and they are entitled to recover these amounts with interest, attorneys' fees, and costs.

### **SIXTH CAUSE OF ACTION**

### **Failure to Timely Pay Wages During Employment**

**(By Plaintiff and Members of the Putative Class Against Defendant)**

101. Plaintiff hereby incorporates by reference each and every one of the allegations contained in the preceding paragraphs as if the same were fully set forth herein.

102. Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those

1 wages due upon termination of an employee, are due and payable between the 16th and the 26th day  
2 of the month during which the labor was performed, and that all wages earned by any person in any  
3 employment between the 16th and the last day, inclusive, of any calendar month, other than those  
4 wages due upon termination of an employee, are due and payable between the 1st and the 10th day of  
5 the following month.

6 103. Labor Code section 204 also requires that all wages earned for labor in excess of the  
7 normal work period shall be paid no later than the payday for the next regular payroll period.  
8 Alternatively, Labor Code section 204 provides that the requirements of this section are deemed  
9 satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid  
10 not more than seven (7) calendar days following the close of the payroll period.

11 104. During the class period, Defendant willfully failed to pay Plaintiff and members of the  
12 Classes all wages due including, but not limited to, all wages, sick pay wages, and/or meal and period  
13 premiums, within the time periods specified by Labor Code section 204.

14 105. As a proximate result of the above-mentioned violations. Plaintiff and the Plaintiff  
15 Class have been damaged in an amount according to proof at time of trial.

## 16 **SEVENTH CAUSE OF ACTION**

### 17 **Waiting Time Penalties**

#### 18 **(By Plaintiff and Members of the Terminated Sub Class Against Defendant)**

19 106. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set forth  
20 herein.

21 107. At all times, relevant herein, Defendant was required to pay their employees all wages  
22 owed in a timely fashion during and at the end of their employment, pursuant to Labor Code section  
23 201-203.

24 108. As a pattern and practice, Defendant regularly failed to pay Plaintiff and the members  
25 of the Terminated Sub Class their final wages pursuant to Labor Code sections 201-203, and  
26 accordingly owe waiting time penalties pursuant to Labor Code section 203.

27 109. Labor Code sections 201 and 202 provide that if an employer discharges an  
28 employee, the wages earned and unpaid at the time of discharge are due and payable immediately,

1 and that if an employee voluntarily leaves his or her employment, his or her wages shall become due  
2 and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-  
3 two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to  
4 his or her wages at the time of quitting.

5 110. On information and belief, Defendant has a company-wide practice or policy of  
6 paying departing employees their final wages late, instead of adhering to the time requirements set  
7 forth in Labor Code sections 201 and 202.

8 111. Specifically, Defendant willfully failed to pay Plaintiff and members of the  
9 Terminated Sub Class the earned and unpaid wages set forth above, including but not limited to,  
10 overtime wages, minimum wages, and/or meal rest period premiums, either at the time of discharge,  
11 or within seventy-two (72) hours of their leaving Defendant's employ.

12 112. Plaintiff and members of the Terminated Sub Class are entitled to recover civil  
13 penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code section 256.

#### 14 **EIGHTH CAUSE OF ACTION**

##### 15 **Failure to Reimburse Business Expenses**

##### 16 **(By Plaintiff and Members of the Putative Class Against Defendant)**

17 113. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set forth  
18 herein.

19 114. Labor Code section 2802 requires employers to pay for all necessary expenditures and  
20 losses incurred by the employee in the performance of his or her job. The purpose of Labor Code  
21 section 2802 is to prevent employers from passing off their cost of doing business and operating  
22 expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th  
23 1137, 1144.

24 115. The applicable IWC wage order provides that: "[w]hen tools or equipment are  
25 required by the employer or are necessary to the performance of a job, such tools and equipment shall  
26 be provided and maintained by the employer, except that an employee whose wages are at least two  
27 (2) times the minimum wage provided herein may be required to provide and maintain hand tools  
28 and equipment customarily required by the trade or craft."

116. During the Class Period a company-wide policy whereby management would text or call Plaintiff and members of the Classes on their personal cellphones regarding work updates.

117. Although Defendant required Plaintiff and members of the Classes to use their personal phones to carry out their work-related duties, Defendant failed to reimburse them for this cost. Defendant could have provided Plaintiff and members of the Classes with the actual tools for use on the job, such as provided a phone allowance. Instead, Defendant passed these operating costs off onto Plaintiff and members of the Classes. Thus, Defendant had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of Labor Code section 2802.

118. Plaintiff and members of the Classes are entitled to recover civil penalties, attorney's fees, costs, and interest thereon.

## **NINTH CAUSE OF ACTION**

### **Violation of California**

#### **Business and Professions Code Section 17200 et seq.**

#### **(By Plaintiff and the Members of the Plaintiff Class Against Defendant)**

119. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

120. Business and Professions Code section 17200 defines unfair competition to include, "unlawful, unfair or fraudulent business practices."

121. Plaintiff and all proposed Class Members are "persons within the meaning of Business and Professions Code section 17204, who have suffered injury in fact and have lost money or property as a result of Defendant's unfair competition.

122. Defendant has been committing, and continues to commit, acts of unfair competition by engaging in the unlawful, unfair and fraudulent business practices and acts described in this Complaint, including, but not limited to:

- a) violations of Labor Code sections 510, 1198;
- b) violations of Labor Code sections 221, 223, 1182.11-1182.12, 1194, 1194.2, 1197, 1198;
- c) violations of Labor Code sections 226.7, 512, 516, and 1198;

- d) violations of Labor Code sections 226, 1174;
- e) violations of Labor Code sections 201 and 202;
- f) violations of Labor Code section 204;
- g) violations of Labor Code section 246;
- h) violations of Labor Code section 1198;
- i) violations of Labor Code section 2802;
- j) violations of Labor Code section 2810.5.

123. As a result of its unlawful, unfair, and/or fraudulent business acts and practices, Defendant has reaped and continues to reap unfair benefits and illegal profits at the expense of Plaintiff and proposed Class Members. Defendant's unlawful, unfair, and/or fraudulent conduct has also enabled Defendant to gain an unfair competitive advantage over law-abiding employers and competitors.

124. Business and Professions Code section 17203 provides that the Court may restore to an aggrieved party any money or property acquired by means of the unlawful, unfair, and/or fraudulent business acts or practices.

125. Plaintiff seeks a court order enjoining Defendant from the unlawful, unfair, and/or fraudulent activity alleged herein.

126. Pursuant to Civil Code section 3287(a), Plaintiff and other members of the Plaintiff Class are entitled to recover pre-judgment interest on wages earned, but not paid.

127. Plaintiff further seeks an order requiring an audit and accounting of the payroll records to determine the amount of restitution of all unpaid wages owed to himself and members of the proposed Plaintiff Class, according to proof, as well as a determination of the amount of funds to be paid to current and former employees that can be identified and located pursuant to a court order and supervision.

128. Plaintiff seeks restitution for himself and all others similarly situated of these amounts, including all earned and unpaid wages and attorneys' fees and costs pursuant to Code of Civil Procedure section 1021.5.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, and the Class Members pray for judgment as follows:

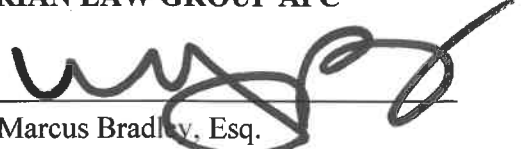
1. For an order certifying the proposed Plaintiff and Terminated Sub-Class;
2. For an order that counsel for Plaintiff be appointed class counsel
3. Certification of this class action on behalf of the proposed Plaintiff and Terminated Sub-Class;
4. Designation of Plaintiff as the class representative of the Plaintiff and Terminated Sub Class;
5. For restitution of all monies due to Plaintiff and the members of the Plaintiff Class and disgorgement of all profits from the unlawful business practices of Defendant;
6. An order appointing Plaintiff's counsel as class counsel;
7. Prejudgment and post judgment interest on all sums awarded;
8. For compensatory damages;
9. For penalties pursuant to Labor Code sections 200, 226, 226.7, 226.3;
10. For interest accrued to date;
11. For costs of suit and expenses incurred herein pursuant to Labor Code sections 226 and 1194;
12. For reasonable attorneys' fees pursuant to Labor Code section 226 and Code of Civil Procedure section 1021.5, and/or other applicable law; and
13. A declaratory judgment that Defendant has knowingly and intentionally violated the following provisions of law;
  - a. Labor Code sections 510, 1198 for failing to pay overtime;
  - b. Labor Code sections 1182.11-1182.12, 1194, 1194.2, 1197, 1198, 221, 223, for failing to pay all wages;
  - c. Labor Code sections 226.7, 512, 516, and 1198 for failing to provide compliant meal breaks and premiums;
  - d. Labor Code sections 226, 1174 for failing to provide compliant wage statements;

- 1 e. Labor Code sections 204 for failing to pay wages timely during  
2 employment;  
3 f. Labor Code sections 201 and 202 for failing to pay wages at  
4 termination;  
5 g. Labor Code section 246 for failing to pay sick pay at the regular rate;  
6 h. Labor Code section 2802 for failing to reimburse business expenses;  
7 i. Business & Professions Code sections 17200-08 for violating the  
8 provisions set forth herein above.

9 14. For all such other and further relief that the Court may deem just and proper.

10 DATED: February 10, 2023

**BRADLEY/GROMBACHER, LLP**  
**MAJARIAN LAW GROUP APC**

11  
12 By: 

13 Marcus Bradley, Esq.  
14 Kiley Grombacher, Esq.  
15 Lirit King, Esq.  
16 Garen Majarian, Esq.  
17 Sahag Majarian, II, Esq.  
18 Attorneys for Plaintiff and others similarly  
19 situated

**DEMAND FOR JURY TRIAL**

18 Plaintiff hereby demands trial of Plaintiff's, and the members of the Classes' claims by jury  
19 to the extent authorized by law.

20  
21 DATED: February 10, 2023

**BRADLEY/GROMBACHER, LLP**  
**MAJARIAN LAW GROUP APC**

22  
23 By: 

24 Marcus Bradley, Esq.  
25 Kiley Grombacher, Esq.  
26 Lirit King, Esq.  
27 Garen Majarian, Esq.  
28 Sahag Majarian, II, Esq.  
Attorneys for Plaintiff and others similarly  
situated