

**SANI LAW, APC**  
SAM SANI (SBN 273993)  
595 E. Colorado Blvd., Suite 522  
Pasadena, CA 91101  
Telephone: (310) 935-0405  
Facsimile: (310) 935-0409  
[ssani@sanilawfirm.com](mailto:ssani@sanilawfirm.com)

Attorneys for Plaintiff  
MICHAEL BARROSO

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

MICHAEL BARROSO, an individual, on behalf  
of herself and all others similarly situated,  
  
Plaintiff,

vs.

GRIFFIN PEST MANAGEMENT, INC., a  
California Corporation, and DOES 1 through  
100,  
  
Defendants.

CASE NO.: 24STCV02590  
*[Assigned for All Purposes to Honorable  
Judge Elihu M. Berle – Dept. 6]*

**FIRST AMENDED CLASS AND  
REPRESENTATIVE ACTION  
COMPLAINT:**

- (1) **MINIMUM WAGE VIOLATIONS  
(LABOR CODE §§ 1182.12, 1194,  
1194.2, 1197)**
- (2) **OVERTIME WAGE VIOLATIONS  
(LABOR CODE §§ 510 1194, 1198);**
- (3) **MEAL PERIOD VIOLATIONS  
(LABOR CODE §§ 226.7, 512, 558);**
- (4) **REST PERIOD VIOLATIONS  
(LABOR CODE §§ 226.7, 516, 558);**
- (5) **WAITING TIME PENALTIES  
(LABOR CODE §§ 201-203);**
- (6) **WAGE STATEMENT PENALTIES  
(LABOR CODE §§ 226);**
- (7) **UNFAIR COMPETITION (BUS &  
PROF CODE § 17200 *et seq.*)**
- (8) **CIVIL PENALTIES UNDER THE  
PRIVATE ATTORNEYS  
GENERAL ACT (LABOR CODE §  
2698 *et seq.*)**

**DEMAND FOR JURY TRIAL  
UNLIMITED CIVIL CASE**

1 Plaintiff Michael Barroso (hereinafter “Plaintiff”) on behalf of himself, the State of  
2 California, and all others similarly situated, hereby brings this Class and Representative Action  
3 Complaint against Defendant Griffin Pest Management, Inc., a California Corporation, and DOES  
4 1 to 100, inclusive (collectively “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this  
7 class action for recovery of unpaid wages and penalties under California Business and Professions  
8 Code § 17200, *et. seq.*, Labor Code §§ 201-204, 226, 226.7, 512, 516, 558, 1182.12, 1194, 1194.2,  
9 1197, 2698 *et seq.*, and Industrial Welfare Commission Wage Order No. 5 (“Wage Order 5”), in  
10 addition to seeking declaratory relief and restitution. This class action is brought pursuant to  
11 California Code of Civil Procedure § 382. This Court has jurisdiction over Defendants’ violations  
12 of the California Labor Code because the amount in controversy exceeds this Court's  
13 jurisdictional minimum.

14 **VENUE**

15 2. Venue is proper in this judicial district pursuant to California Code of Civil  
16 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein  
17 occurred in the County of Los Angeles. Defendants own, maintain offices, transact business,  
18 have an agent or agents within the County of Los Angeles, and/or otherwise are found within the  
19 County of Los Angeles, and Defendants are within the jurisdiction of this Court for purposes of  
20 service of process.

21 **PARTIES**

22 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,  
23 Plaintiff was and currently is, a California resident. During the four years immediately preceding  
24 the filing of the Complaint in this action and within the statute of limitations periods applicable  
25 to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt  
26 employee. Plaintiff was, and is, a victim of Defendants’ policies and/or practices complained of  
27 herein, lost money and/or property, and has been deprived of the rights guaranteed by California  
28 Labor Code §§ 201-204, 226, 226.7, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 2698 *et seq.*,

California Business and Professions Code § 17200 *et seq.* (Unfair Competition), and Wage Order 5, which sets employment standards for the Public Housekeeping Industry.

4. Plaintiff is informed and believes, and based thereon alleges, that during the four years preceding the filing of the Complaint and continuing to the present, Defendants did (and do) business by providing pest control, rodent services, wildlife control, and termite services across Southern California, including in Los Angeles County, Orange County, Riverside County, San Bernardino County, San Diego County, and therefore, were (and are) doing business in Los Angeles County and the State of California.

5. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and believes, and thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and the Classes to be subject to the unlawful employment practices, wrongs, injuries and damages complained of herein.

6. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned herein, Defendants were and are the employers of Plaintiff and all members of the Classes (as defined in Paragraph 17).

7. 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 and every one 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. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of herein.

8. At all times mentioned herein, Defendants, and each of them, were members of 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. Further,  
2 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all Class  
3 Members, (as defined in Paragraph 17).

4 **GENERAL FACTUAL ALLEGATIONS**

5 9. Plaintiff is informed and believes, and based thereon alleges, that at all times  
6 relevant herein Defendants did (and do) business by providing pest control, rodent services,  
7 wildlife control, and termite services across Southern California.

8 10. Plaintiff Michael Barroso was employed by Defendants as a non-exempt Service  
9 Technician from approximately July 2017 to May 2023. Throughout his employment with  
10 Defendants, Plaintiff was responsible for travelling to and between several assigned client sites  
11 each workday and providing pest control services to each client, including homes, businesses, and  
12 restaurants.

13 11. At all times relevant herein, Plaintiff generally worked Monday through Friday  
14 and some Saturdays, and he was generally scheduled to work starting from 6:00 a.m. to 8:00 a.m.  
15 until 5:00 p.m. to 7:00 p.m. each workday.

16 12. At all times relevant herein, Defendants, as a matter of policy and/or practice  
17 during the four years immediately preceding the filing of the Complaint, did not pay Plaintiff and,  
18 on information and belief, other non-exempt employees at least the California minimum wage  
19 and overtime wages for all hours that they were under Defendants' control. Plaintiff and, on  
20 information and belief, other non-exempt employees logged the times that they began and ended  
21 their workdays on handwritten timesheets and later through an electronic application, including  
22 in shifts when Plaintiff and, on information and belief, other non-exempt employees worked more  
23 than eight hours. However, during workweeks that included workdays when Plaintiff and, on  
24 information and belief, other non-exempt employees worked daily overtime (i.e., more than eight  
25 hours in a shift), Defendants, as a matter of policy and/or practice, edited Plaintiff's and, on  
26 information and belief, other non-exempt employees' timekeeping records by shifting employees'  
27 overtime hours from the workday they performed overtime work to another workday in the  
28 workweek when the employees worked fewer hours (i.e., non-overtime hours) so as to artificially

1 reduce or entirely avoid paying overtime wages to Plaintiff and, on information and belief, other  
2 non-exempt employees (“Time Adjustment Policy”). Plaintiff and other non-exempt employees  
3 regularly worked overtime hours beyond the hours reflected in Defendants’ edited timekeeping  
4 records but Defendants compensated Plaintiff and, on information and belief, other non-exempt  
5 employees based on their edited timekeeping records. In addition, Defendants maintained a  
6 policy and/or practice of requiring Plaintiff and, on information and belief, other non-exempt  
7 employees to automatically deduct thirty-minutes per shift for putative meal periods, regardless  
8 of whether a meal period was actually provided and/or how long of a meal period was provided  
9 to an employee (“Auto-Deduct Policy”). For example, Defendants’ policy and/or practice  
10 required Plaintiff and, on information and belief, other non-exempt employees to record a 30-  
11 minute meal period on their timekeeping records even though employees were not provided and  
12 did not take such meal periods during their shifts. As such, Defendants, as a matter of policy  
13 and/or practice, did not pay Plaintiff and, on information and belief, other non-exempt employees  
14 at least the California minimum wage and overtime wages for all hours that they worked off-the-  
15 clock during putative meal periods.

16 13. At all times relevant herein, Defendants also maintained a policy and/or practice  
17 that failed to provide Plaintiff and, on information and belief, other non-exempt employees an  
18 uninterrupted thirty-minute meal period before the end of their fifth hour of work, and/or a second  
19 uninterrupted thirty-minute meal period before the end of their tenth hour of work, including by  
20 requiring Plaintiff and, on information and belief, other non-exempt employees to timely  
21 complete such a large volume of assigned appointments each workday that prevented Plaintiff  
22 and, on information and belief, other non-exempt employees from being able to take legally  
23 compliant meal periods. Defendants assigned client-appointments to Plaintiff and, on information  
24 and belief, other non-exempt employees, including via an electronic application. Defendants  
25 assigned Plaintiff and, on information and belief, other non-exempt employees to back-to-back  
26 appointments each workday, including appointments that required employees to drive long  
27 distances between clients within their shifts such as from San Diego to West Los Angeles.  
28 Defendants’ policy and/or practice strictly required Plaintiff and, on information and belief, other

1 non-exempt employees to be on time at their assigned appointments/times. When Plaintiff  
2 complained to Defendants that Plaintiff was not able to take legally compliant meal periods,  
3 Plaintiff's supervisor responded that it "doesn't matter" and that Plaintiff and other non-exempt  
4 employees had to write down that they received a 30-minute meal period because "it's the lunch  
5 law." Nonetheless, in the event that a required meal period was not timely provided, Defendants  
6 generally did not pay Plaintiff, and on information and belief, other non-exempt employees the  
7 meal period premiums required by Labor Code § 226.7.

8 14. At all times relevant herein, Defendants also maintained policies and/or practices  
9 that failed to authorize and permit Plaintiff and, on information and belief, other non-exempt  
10 employees to take full, uninterrupted, off-duty rest periods for every shift lasting three and one-  
11 half (3.5) to six (6) hours and/or two full, uninterrupted, off-duty rest periods for every shift  
12 lasting six (6) to ten (10) hours and/or three full, uninterrupted, off-duty rest periods for every  
13 shift lasting more than ten (10) hours, and that failed to make a good faith effort to authorize and  
14 permit such rest periods in the middle of each work period. Specifically, Defendants' policy  
15 and/or practice discouraged Plaintiff and, on information and belief, other non-exempt employees  
16 from taking legally compliant rest periods and pressured them to work through their rest periods,  
17 including by requiring Plaintiff and, on information and belief, other non-exempt employees to  
18 timely complete such a large volume of assigned appointments each workday that prevented  
19 Plaintiff and, on information and belief, other non-exempt employees from being able to take  
20 legally compliant first and/or second and/or third rest periods. Despite Defendants' failure to  
21 authorize and permit all required rest periods due to their uniform and unlawful practices,  
22 Defendants never provided Plaintiff and, on information and belief, other non-exempt employees  
23 with an hour of pay at their regular rate for each rest period violation as required by Labor Code  
24 § 226.7.

25 15. As a result of Defendants' failure to pay all minimum wages and overtime wages  
26 owed, meal premium and rest premium wages, Defendants failed to pay Plaintiff and, on  
27 information and belief, other non-exempt employees all wages owed at the end of their  
28 employments in violation of Labor Code §§ 201-202.

1           16. As a result of Defendants' failure to accurately record employees' work hours and  
2 to pay all minimum wages and overtime wages owed and all meal premium and rest premium  
3 wages owed, Defendants maintained inaccurate payroll records and issued inaccurate wage  
4 statements, including inaccurate statements of total hours worked by employees and the gross and  
5 net wages earned, to Plaintiff and, on information and belief, other non-exempt employees in  
6 violation of Labor Code § 226(a).

7                                   **CLASS ACTION ALLEGATIONS**

8           17. **Class Definitions:** Plaintiff brings this action on behalf of herself and the  
9 following Classes pursuant to § 382 of the Code of Civil Procedure:

10           a. The Minimum Wage Class consists of all of Defendants' current and  
11 former non-exempt employees who were subject to Defendants' Auto-Deduct  
12 Policy, during the four years immediately preceding the filing of this Complaint  
13 through the present.

14           b. The Overtime Wage Class consists of all of Defendants' current and former  
15 non-exempt employees (1) who worked at least one shift in excess of eight hours  
16 and who were subject to Defendants' Time Adjustment Policy during the four  
17 years immediately preceding the filing of this Complaint through the present,  
18 and/or (2) who worked at least one shift in excess of eight hours or at least one  
19 workweek in excess of 40 hours and who were subject to Defendants' Auto-  
20 Deduct Policy, during the four years immediately preceding the filing of this  
21 Complaint through the present.

22           c. The Meal Period Class consists of all of Defendants' current and former  
23 non-exempt employees who (1) worked at least one shift in excess of 5.0 hours  
24 and who did not receive an uninterrupted meal period of at least thirty minutes  
25 before the start of the employee's sixth hour of work, during the four years  
26 immediately preceding the filing of this Complaint through the present, and/or (2)  
27 worked at least one shift in excess of 10.0 hours and who did not receive an  
28 uninterrupted meal period of at least thirty minutes before the start of the

employee's eleventh hour of work, during the four years immediately preceding the filing of this Complaint through the present.

d. The Rest Period Class consists of all of Defendants' current and former non-exempt employees who (1) worked at least one shift in excess of 3.5 hours and who were not authorized and permitted to take a first rest period of at least ten minutes, during the four years immediately preceding the filing of this Complaint through the present, and/or (2) worked at least one shift in excess of 6.0 hours and who were not authorized and permitted to take a second rest period of at least ten minutes, during the four years immediately preceding the filing of this Complaint through the present, and/or (3) worked at least one shift in excess of 10.0 hours and who were not authorized and permitted to take a third rest period of at least ten minutes, during the four years immediately preceding the filing of this Complaint through the present.

e. The Waiting Time Penalty Class consists of all formerly employed members of the Minimum Wage Class, Overtime Wage Class, Meal Period Class, and Rest Period Class who separated their employment from Defendants during the three years immediately preceding the filing of this lawsuit through the present date.

f. The Wage Statement Class consists of all members of the Minimum Wage Class, Overtime Wage Class, Meal Period Class, and Rest Period Class who received a wage statement during the one year immediately preceding the filing of the Complaint through the present.

18. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the classes and subclasses are unknown to Plaintiff at this time; however, it is estimated that the Classes number greater than fifty (50) individuals as to each Class. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

19. **Common Questions of Law and Fact Predominate/Well Defined Community**

1 **of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly  
2 situated employees, which predominate over questions affecting only individual members  
3 including, without limitation to:

4 i. Whether Plaintiff and members of the Minimum Wage Class were  
5 compensated at least the California minimum wage for all hours worked;

6 ii. Whether Plaintiff and members of the Overtime Wage Class were  
7 compensated overtime wages for all hours worked over eight hours in a workday and over  
8 40 hours in a workweek;

9 iii. Whether Defendants provided legally compliant meal periods to members  
10 of the Meal Period Class;

11 iv. Whether Defendants authorized and permitted legally compliant rest  
12 periods to members of the Rest Period Class;

13 v. Whether Defendants timely paid all wages owed to members Waiting Time  
14 Penalty Class at the end of their employments pursuant to Labor Code §§ 201-202;

15 vi. Whether Defendants furnished legally compliant wage statements to  
16 members of the Wage Statement Class pursuant to Labor Code § 226.

17 20. **Predominance of Common Questions:** Common questions of law and fact  
18 predominate over questions that affect only individual members of the Classes. The common  
19 questions of law set forth above are numerous and substantial and stem from Defendants' policies  
20 and/or practices applicable to each individual class member, such as Defendants' failure to  
21 compensate at least the California minimum wage for all hours worked, failure to pay overtime  
22 wages for all hours worked over eight hours in a workday and over 40 hours in a workweek,  
23 failure to provide legally compliant meal and rest periods or pay premium pay in lieu thereof, and  
24 failure to timely pay all wages owed at end of employment. Thus, common questions  
25 predominate over individual questions concerning each individual class member's showing as to  
26 his or her eligibility for recovery or as to the amount of his or her damages.

27 21. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because  
28 Plaintiff was employed by Defendants as a non-exempt employee in California during the

statute(s) of limitation applicable to each cause of action pled in the Complaint in this action. As alleged herein, Plaintiff, like the members of the Classes, was deprived of all earned minimum and overtime wages, was deprived of legally compliant meal and rest period, was not timely paid all wages due at the end of his employment with Defendants, and was furnished with inaccurate and incomplete wage statements,.

22. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's attorneys are ready, willing and able to fully and adequately represent the members of the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-and-hour class actions in state and federal courts in the past and are committed to vigorously prosecuting this action on behalf of the members of the classes.

23. **Superiority:** The California Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who have the responsibility to follow the laws and who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment. The nature of this action and the format of laws available to Plaintiff and members of the Classes make the class action format a particularly efficient and appropriate procedure to redress the violations alleged herein. If each employee were required to file an individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Moreover, requiring each member of the Class(es) to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damages to their careers at subsequent employment. Further, the prosecution of separate actions by the individual class members, even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual class members against Defendants herein; and which would

1 establish potentially incompatible standards of conduct for Defendants; and/or legal  
2 determinations with respect to individual class members which would, as a practical matter, be  
3 dispositive of the interest of the other class members not parties to adjudications or which would  
4 substantially impair or impede the ability of the class members to protect their interests. Further,  
5 the claims of the individual members of the class are not sufficiently large to warrant vigorous  
6 individual prosecution considering all of the concomitant costs and expenses attending thereto.  
7 As such, the Classes identified in Paragraph 17 are maintainable as a Class under § 382 of the  
8 Code of Civil Procedure.

9 **FIRST CAUSE OF ACTION**

10 **MINIMUM WAGE VIOLATIONS**

11 **(AGAINST ALL DEFENDANTS)**

12 24. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

13 25. Wage Order 5 and California Labor Code §§ 1197 and 1182.12 establish the right  
14 of employees to be paid minimum wages for all hours worked, in amounts set by state law. Labor  
15 Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal  
16 minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with  
17 attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid  
18 wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform its  
19 pay practices to the requirements of the law by failing to pay Plaintiff and members of the  
20 Minimum Wage Class for all hours worked, including, but not limited to, all hours they were  
21 subject to the control of Defendants and/or suffered or permitted to work during putative meal  
22 periods.

23 26. California Labor Code § 1198 makes unlawful the employment of an employee  
24 under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide  
25 that an employer who has failed to pay its employees the legal minimum wage is liable to pay  
26 those employees the unpaid balance of the unpaid wages as well as liquidated damages in an  
27 amount equal to the wages due and interest thereon.

28 27. As a consequence of Defendants' non-payment of minimum wages, Plaintiff and

members of the Minimum Wage Class seek penalties pursuant to Wage Order 5 and California Labor Code § 1199; interest pursuant to California Labor Code §§ 218.6 and 1194 and Civil Code §§ 3287 and 3289; liquidated damages pursuant to California Labor Code § 1194.2; attorneys' fees and costs of suit pursuant to California Labor Code § 1194 et seq.; and damages and/or penalties pursuant to California Labor Code § 558(a).

**SECOND CAUSE OF ACTION**  
**OVERTIME WAGE VIOLATIONS**  
**(AGAINST ALL DEFENDANTS)**

28. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

29. Wage Order 5 and California Labor Code §§ 510, 1194, and 1198 establish the right of employees to be paid one and one-half times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday or more than 40 hours in any workweek, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek, in amounts set by state law. Labor Code §§ 1194(a) and provides that an employee who has not been paid overtime wages as required by Labor Code § 510 may recover the unpaid balance together with interest accrued thereon, attorneys' fees, and costs of suit. At all relevant times herein, Defendants failed to conform their pay practices to the requirements of the law by failing to pay Plaintiff and the Overtime Wage Class for all overtime hours worked as alleged herein.

30. As a direct and proximate result of Defendants' unlawful conduct as alleged in the factual allegations and class definitions sections of this Complaint, Plaintiff and the Overtime Wage Class have sustained economic damages, including but not limited to unpaid overtime wages and lost interest, in an amount to be established at trial, and they are entitled to recover economic and statutory damages and penalties and other appropriate relief as a result of Defendants' violations of the California Labor Code and Wage Order 5.

31. Defendants' practice and uniform administration of corporate policy regarding illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and members of the Overtime Wage Class in a civil action for the unpaid amount of overtime wages,

1 including interest thereon, statutory penalties, attorney's fees, and costs of suit according to  
2 California Labor Code §§ 204, 558, 510, 1194, 1198, and Code of Civil Procedure § 1021.5.

3 **THIRD CAUSE OF ACTION**

4 **MEAL PERIOD VIOLATIONS**

5 **(AGAINST ALL DEFENDANTS)**

6 32. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

7 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
8 failed in their affirmative obligation to provide all of their hourly non-exempt employees,  
9 including Plaintiff and members of the Meal Period Class, with all required meal periods in  
10 accordance with the mandates of the California Labor Code and Wage Order 5, for the reasons  
11 set forth in the factual allegations and class definitions sections of this Complaint. Despite  
12 Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and members  
13 of the Meal Period Class at their respective regular rates of pay, in accordance with California  
14 Labor Code §§ 204, 210, 226.7, and 512.

15 34. As a result, Defendants are responsible for paying premium compensation for meal  
16 period violations pursuant to Labor Code §§ 226.7, 512, and 558, and Wage Order 5, including  
17 interest thereon, statutory penalties, civil penalties, and costs of suit.

18 **FOURTH CAUSE OF ACTION**

19 **REST PERIOD VIOLATIONS**

20 **(AGAINST ALL DEFENDANTS)**

21 35. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

22 36. Wage Order 5, § 11 and California Labor Code §§ 226.7, 516 and 558 establish  
23 the right of employees to be authorized and permitted to take a paid rest period of at least ten (10)  
24 minutes net rest time for each four (4) hour period worked, or major fraction thereof.

25 37. As alleged herein, Defendants failed to authorize and permit Plaintiff and members  
26 of the Rest Period Class to take all required rest periods.

27 38. The foregoing violations create an entitlement to recovery by Plaintiff and  
28 members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums

owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according to California Labor Code §§ 226.7, 516, 558, and Civil Code §§ 3287(b) and 3289.

**FIFTH CAUSE OF ACTION**

**WAITING TIME PENALTIES**

**(AGAINST ALL DEFENDANTS)**

39. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

40. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an employer to pay all wages earned immediately at the time of termination of employment in the event the employer discharges the employee or the employee provides at least 72 hours of notice of his/her intent to quit. In the event the employee provides less than 72 hours of notice of his/her intent to quit, said employee's wages become due and payable not later than 72 hours upon said employee's last date of employment.

41. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to timely pay Plaintiff and members of the Waiting Time Penalty Class all final wages due to them at the time of their separation which includes, among other things, unpaid minimum wages, overtime wages, meal premium wages, and rest premium wages. Further, Plaintiff is informed and believes, and based thereon alleges, that as a matter of uniform policy and practice, Defendants continue to fail to pay members of the Waiting Time Penalty Class all earned wages at the end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201-203. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203.

42. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting Time Penalty Class their earned wages upon separation from employment results in a continued payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and members of the Waiting Time Penalty Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

**SIXTH CAUSE OF ACTION**

**WAGE STATEMENT VIOLATIONS**

1 **(AGAINST ALL DEFENDANTS)**

2 43. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

3 44. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
4 knowingly and intentionally, as a matter of uniform policy and/or practice, failed to furnish  
5 Plaintiff and the Wage Statement Class with accurate and complete itemized wage statements that  
6 included, among other requirements, (1) total hours worked by employees, and (2) the gross and  
7 net wages earned, and (3) all applicable rates of pay, in violation of Labor Code § 226.

8 45. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class  
9 with complete and accurate itemized wage statements resulted in actual injury, as said failures led  
10 to, among other things, the non-payment of all minimum wages and overtime wages, and deprived  
11 them of the information necessary to identify the discrepancies in Defendants' reported data.

12 46. Defendants' failures create an entitlement to recovery by Plaintiff and members of  
13 the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor  
14 Code § 226, including statutory penalties, civil penalties, reasonable attorney's fees, and costs of  
15 suit according to Labor Code §§ 226 and 226.3.

16 **SEVENTH CAUSE OF ACTION**

17 **UNFAIR COMPETITION**

18 **(AGAINST ALL DEFENDANTS)**

19 47. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

20 48. Defendants have engaged and continue to engage in unfair and/or unlawful  
21 business practices in California in violation of California Business and Professions Code § 17200  
22 et seq. by engaging in the unlawful conduct described above, including failing to pay Plaintiff  
23 and the Classes all minimum wages and overtime wages; failing to provide all legally required  
24 meal and rest periods or make premium payments in lieu thereof; willfully failing to pay all final  
25 wages in violation of Labor Code §§ 201-202; and knowingly failing to furnish accurate and  
26 complete itemized wage statements in violation of Labor Code § 226.

27 49. Defendants' utilization of these unfair and/or unlawful business practices deprived  
28 Plaintiff and continues to deprive members of the Classes of compensation to which they are

1 legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage  
2 over Defendants' competitors who have been and/or are currently employing workers and  
3 attempting to do so in honest compliance with applicable wage and hour laws.

4 50. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged  
5 herein, Plaintiff for herself and on behalf of the members of the Classes, seeks full restitution of  
6 monies, as necessary and according to proof, to restore any and all monies withheld, acquired  
7 and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

8 51. The acts complained of herein occurred within the last four years immediately  
9 preceding the filing of the Complaint in this action.

10 52. Plaintiff was compelled to retain the services of counsel to file this court action to  
11 protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf  
12 of Defendants' current hourly non-exempt employees and to enforce important rights affecting  
13 the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs,  
14 which he is entitled to recover under Code of Civil Procedure § 1021.5.

15 **EIGHTH CAUSE OF ACTION**

16 **PRIVATE ATTORNEYS GENERAL ACT**

17 **(AGAINST ALL DEFENDANTS)**

18 53. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

19 54. Defendants have committed several Labor Code violations against Plaintiff,  
20 members of the Classes, and other similarly aggrieved employees. Plaintiff, "aggrieved  
21 employees" within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of himself and  
22 other similarly aggrieved employees, bring this representative action against Defendants to  
23 recover the civil penalties due to Plaintiff, the members of the Classes, other similarly aggrieved  
24 employees, and the State of California according to proof pursuant to Labor Code § 2699 (a) and  
25 (f) including, but not limited to \$100.00 for each initial violation and \$200 for each subsequent  
26 violation per employee per pay period for the following Labor Code violations:

- 27 a. Failing to pay the applicable California Minimum Wage for all hours worked to  
28 Plaintiff, the Minimum Wage Class, and other similarly aggrieved employees, in

violation of Labor Code of Labor Code §§ 204,558, 1194, 1197, 1198;

b. Failing to pay overtime wages for all overtime hours worked to Plaintiff, the Overtime Wage Class, and other similarly aggrieved employees, in violation of Labor Code of Labor Code §§ 510, 1198;

c. Failing to provide all legally required meal periods, or to pay premium pay in lieu thereof, to Plaintiff, the Meal Period Class, and other similarly aggrieved employees at the regular rate of pay in violation of Labor Code §§ 226.7, 512;

d. Failing to authorize and permit all legally required rest periods, or to pay premium pay in lieu thereof, to Plaintiff, the Rest Period Class, and other similarly aggrieved employees at the regular rate of pay in violation of Labor Code §§ 226.7, 516;

e. Failing to furnish Plaintiff, the Wage Statement Class, and other similarly aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;

f. Failing to timely pay Plaintiff, the Waiting Time Penalty Class, and other similarly aggrieved employees with all final wages at the end of their employments, in violation of Labor Code §§ 201-202;

g. Failing to pay Plaintiff, and other similarly aggrieved non-exempt employees all earned wages at least twice during each calendar month in violation of Labor Code § 204;

h. Failing to maintain accurate records on behalf of Plaintiff and other similarly aggrieved employees in violation of Labor Code § 1174.

55. On or about January 31, 2024, Plaintiff notified Defendant via certified mail and filed an online PAGA claim notice with the California Labor and Workforce Development Agency (“LWDA”) identifying Defendant’s violations of the California Labor Code identified in this Complaint and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code section 2698 *et seq.* Plaintiff also submitted filing fees of seventy-five (\$75.00) to the LWDA in accordance with Labor Code section 2699.3(a)(1)(B). Sixty-five days have passed from the date of Plaintiff’s notice to the LWDA, and thus Plaintiff has exhausted his

1 administrative remedies, thereby allowing Plaintiff to commence a civil action against Defendants  
2 pursuant to Labor Code section 2699.

3 56. Plaintiff was compelled to retain the services of counsel to file this court action to  
4 protect her interests and the interests of other similarly aggrieved employees, and to assess and  
5 collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and  
6 costs, which she is entitled to receive under California Labor Code § 2699.

7 **PRAYER**

8 WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf  
9 this suit is brought against Defendants, as follows:

10 1. For an order certifying the proposed Classes;  
11 2. For an order appointing Plaintiff as representative of the Classes;  
12 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;  
13 4. Upon the First Cause of Action, for payment of minimum wages, liquidated  
14 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2 and  
15 1197;

16 5. Upon the Second Cause of Action, for payment of unpaid overtime wages, and  
17 penalties according to proof pursuant to Labor Code §§ 510, 1194, and 1198;

18 6. Upon the Third Cause of Action, compensatory, consequential, general and special  
19 damages according to proof pursuant to Labor Code §§ 226.7 and 512;

20 7. Upon the Fourth Cause of Action, for compensatory, consequential, general and  
21 special damages according to proof pursuant to Labor Code §§ 226.7 and 516;

22 8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code §§  
23 201-203;

24 9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code §  
25 226;

26 10. Upon the Seventh Cause of Action, for restitution to Plaintiff and members of the  
27 Class of all money and/or property unlawfully acquired by Defendants by means of any acts or  
28 practices declared by this Court to be in violation of Business and Professions Code § 17200 *et*

1 *seq.;*

2 11. Upon the Eighth Cause of Action, for civil penalties due to Plaintiff, other  
3 similarly aggrieved employees, and the State of California according to proof pursuant to Labor  
4 Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$50.00 for each initial violation  
5 and \$100 for each subsequent violation of Labor Code § 558 per employee per pay period plus  
6 an amount sufficient to recover the unpaid wages and; (2) \$100.00 for each initial violation and  
7 \$200 for each subsequent violation per employee per pay period for the violations of the Labor  
8 Code Sections cited in Labor Code § 2699.5;

9 12. Prejudgment interest on all due and unpaid wages pursuant to California Labor  
10 Code § 218.6 and Civil Code §§ 3287 and 3289;

11 13. On all causes of action, for attorneys' fees and costs as provided by Labor Code  
12 §§ 218.5, 1194 *et seq.*, 2698 *et seq.*, and Code of Civil Procedure § 1021.5, and all other applicable  
13 statutes; and

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

15 Dated: April 8, 2024

**SANI LAW, APC**

16  
17  
18 By:



Sam Sani  
Attorney for Plaintiff  
MICHAEL BARROSO

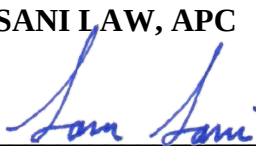
**DEMAND FOR JURY TRIAL**

Plaintiff Michael Barroso hereby demands a jury trial with respect to all issues triable by jury.

Dated: April 8, 2024

**SANI LAW, APC**

By:



Sam Sani  
Attorney for Plaintiff  
MICHAEL BARROSO