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and on behalf of all others similarly situated.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

LAZARO RODRIGUEZ, individually and
on behalf of all others similarly situated,

Plaintiffs,

v.

RENTOKIL NORTH AMERICA, INC.;
and DOES 1 through 20, inclusive,

Defendants.

Case No. 30-2024-01383624-CU-OE-CXC

Assigned for all Purposes to:

Judge William Claster

Dept. CX101

**SECOND AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Overtime Wages;
3. Failure to Provide Meal Periods;
4. Failure to Permit Rest Breaks;
5. Failure to Provide Accurate Itemized Wage Statements;
6. Failure to Pay All Wages Due Upon Separation of Employment;
7. Violation of Business and Professions Code §§ 17200, *et seq.* and;
8. Enforcement of Labor Code § 2698 *et seq.* ("PAGA")

1 Plaintiff Lazaro Rodriguez, individually and on behalf of others similarly situated, alleges
2 as follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Lazaro Rodriguez (“Plaintiff”) brings this putative class action and
5 representative action pursuant to the Private Attorneys General Act of 2004, Cal. Lab. Code. §
6 2698 *et seq.*, against defendants Rentokil North America, Inc., and DOES 1 through 20, inclusive
7 (collectively, “Defendants”), on Plaintiff’s own behalf and on behalf of California citizens who
8 are and were employed by Defendants as non-exempt employees throughout California.

9 2. Defendants provide services or goods throughout California.

10 3. Through this action, Plaintiff alleges that Defendants engaged in a systematic
11 pattern of wage and hour violations under the California Labor Code and Industrial Welfare
12 Commission (“IWC”) Wage Orders, all of which contribute to Defendants’ deliberate unfair
13 competition.

14 4. Plaintiff is informed and believe, and thereon alleges, that Defendants have
15 increased their profits by violating state wage and hour laws by, among other things:

- 16 (a) failing to pay all wages (including minimum wages and overtime wages);
- 17 (b) failing to provide lawful meal periods or compensation in lieu thereof;
- 18 (c) failing to authorize or permit lawful rest breaks or provide compensation
19 in lieu thereof;
- 20 (d) failing to provide accurate itemized wage statements;
- 21 (e) failing to pay wages timely during employment; and
- 22 (f) failing to pay all wages due upon separation of employment.

23 5. Plaintiff seeks monetary relief against Defendants on behalf of Plaintiff and all
24 others similarly situated in California to recover, among other things, unpaid wages, benefits,
25 interest, attorneys’ fees, costs and expenses, and penalties pursuant to Labor Code §§ 201, 202,
26 203, 204, 210, 226, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174, 1174.5, 1182.12, 1194,
27 1194.2, 1197, 1197.1, 1198, 2698, *et seq.*, and Code of California Civil Procedure § 1021.5.

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7. This Court has personal jurisdiction over all Defendants because, upon information and belief, they have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

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13. Plaintiff is informed and believes, and thereon alleges, that each defendant acted in all respects pertinent to this action as the agent of the other defendant, carried out a joint

1 scheme, business plan, or policy in all respects pertinent hereto, and the acts of each defendant
2 are legally attributable to the other defendant. Furthermore, defendants in all respects acted as the
3 employer and/or joint employer of Plaintiff and the class members.

4 14. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts
5 and omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES
6 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on the
7 other's behalf. The acts of any and all Defendants were in accordance with, and represent, the
8 official policy of Defendants.

9 15. At all relevant times, Defendants, and each of them, acted within the scope of
10 such agency or employment, or ratified each and every act or omission complained of herein. At
11 all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of
12 each and all the other Defendants in proximately causing the damages herein alleged.

13 16. Plaintiff is informed and believes, and thereon alleges, that each of said
14 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
15 omissions, occurrences, and transactions alleged herein.

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18 **CLASS ACTION ALLEGATIONS**

19 17. Plaintiff brings this action under Code of Civil Procedure § 382 on Plaintiff's own
20 behalf and on behalf of all others similarly situated who were affected by Defendants' Labor
21 Code, Business and Professions Code §§ 17200, and IWC Wage Order violations.

22 18. All claims alleged herein arise under California law for which Plaintiff seeks
23 relief authorized by California law.

24 19. Plaintiff's proposed class consists of and is defined as follows:

25 Class

1 All California citizens currently or formerly employed by Defendants as non-
2 exempt employees in the State of California at any time between February 2, 2022
3 and the date of class certification (“Class”).

4 20. Plaintiff also seeks to certify the following subclasses of employees:

5 Waiting Time Subclass

6 All members of the Class who separated their employment with Defendant at any
7 time between February 2, 2022 and the date of class certification (“Waiting Time
8 Subclass”).

9 21. Plaintiff reserves the right to modify or re-define the Class, establish additional
10 subclasses, or modify or re-define any class or subclass definition as appropriate based on
11 investigation, discovery, and specific theories of liability.

12 22. Members of the Class and the Waiting Time Subclass described above will be
13 collectively referred to as “Class Members.”

14 23. There are common questions of law and fact as to the Class Members that
15 predominate over any questions affecting only individual members including, but not limited to,
16 the following:

- 17 (a) Whether Defendants failed to pay Plaintiff and Class Members all wages
18 (including minimum wages and overtime wages) for all hours worked by
19 Plaintiff and Class Members.
- 20 (b) Whether Defendants required Plaintiff and Class Members to work over
21 eight (8) hours per day, over twelve (12) hours per day, and/or over forty
22 (40) hours per week and failed to pay them proper overtime compensation
23 for all overtime hours worked.
- 24 (c) Whether Defendants deprived Plaintiff and Class Members of timely meal
25 periods or required Plaintiff and Class Members to work through meal
26 periods without legal compensation.
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- 1 (d) Whether Defendants deprived Plaintiff and Class Members of rest breaks
2 or required Plaintiff and Class Members to work through rest breaks.
- 3 (e) Whether Defendants failed to provide Plaintiff and Class Members
4 accurate itemized wage statements.
- 5 (f) Whether Defendants failed to pay wages timely to Plaintiff and Class
6 Members;
- 7 (g) Whether Defendants failed to timely pay the Waiting Time Subclass all
8 wages due upon termination or within seventy-two (72) hours of
9 resignation.
- 10 (h) Whether Defendants' conduct was willful or reckless.
- 11 (i) Whether Defendants engaged in unfair business practices in violation of
12 Business and Professions Code §§ 17200, *et seq.*

13 24. There is a well-defined community of interest in this litigation and the proposed
14 Class and subclasses are readily ascertainable:

15 (a) Numerosity: The Class Members are so numerous that joinder of all
16 members is impractical. Although the members of the Class are unknown to Plaintiff at this time,
17 on information and belief, the Class is estimated to be greater than fifty (50) individuals. The
18 identities of the Class Members are readily ascertainable by inspection of Defendants'
19 employment and payroll records.

20 (b) Typicality: Plaintiff's claims (or defenses, if any) are typical of the claims
21 (or defenses, if any) of the Class Members because Defendants' failure to comply with the
22 provisions of California's wage and hour laws entitled each Class Member to similar pay,
23 benefits, and other relief. The injuries sustained by Plaintiff are also typical of the injuries
24 sustained by the Class Members, because they arise out of and are caused by Defendants'
25 common course of conduct as alleged herein.

26 (c) Adequacy: Plaintiff will fairly and adequately represent and protect the
27 interests of all Class Members because it is in Plaintiff's best interest to prosecute the claims
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1 alleged herein to obtain full compensation and penalties due. Plaintiff's attorneys, as proposed
2 class counsel, are competent and experienced in litigating large employment class actions and
3 versed in the rules governing class action discovery, certification, and settlement. Plaintiff has
4 incurred and, throughout the duration of this action, will continue to incur attorneys' fees and
5 costs that have been and will be necessarily expended for the prosecution of this action for the
6 substantial benefit of the Class Members.

7 (d) Superiority: The nature of this action makes use of class action
8 adjudication superior to other methods. A class action will achieve economies of time, effort, and
9 expense as compared with separate lawsuits and will avoid inconsistent outcomes because the
10 same issues can be adjudicated in the same manner for the entire Class and Waiting Time
11 Subclass at the same time. If appropriate, this Court can, and is empowered to, fashion methods
12 to efficiently manage this case as a class action.

13 (e) Public Policy Considerations: Employers in the State of California violate
14 employment and labor laws every day. Current employees are often afraid to assert their rights
15 out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions
16 because they believe their former employers might damage their future endeavors through
17 negative references and/or other means. Class actions provide class members who are not named
18 in the complaint with a type of anonymity that allows for the vindication of their rights while
19 affording them privacy protections.

20 GENERAL ALLEGATIONS

21 25. At all relevant times mentioned herein, Defendants employed Plaintiff and other
22 California residents as non-exempt employees throughout California at Defendants' California
23 business location(s).

24 26. Defendants continue to employ non-exempt employees within California.

25 27. Plaintiff is informed and believes, and thereon alleges, that at all times herein
26 mentioned, Defendants were advised by skilled lawyers, employees, and other professionals who
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1 were knowledgeable about California's wage and hour laws, employment and personnel
2 practices, and the requirements of California law.

3 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that Plaintiff and Class Members were entitled to receive wages for all time
5 worked (including minimum wages and overtime wages) and that they were not receiving all
6 wages earned for work that was required to be performed.

7 29. Plaintiff is informed and believes, and thereon alleges, that Defendants had a
8 practice and policy of failing to incorporate nondiscretionary bonuses and other incentive pay
9 into the regular rate of pay, thereby underpaying Plaintiff and Class Members. For example, on
10 March 16, 2023, Plaintiff was paid a bonus of \$450. However, his overtime rate did not
11 incorporate this bonus and instead was paid at 1.5x his base hourly rate.

12 30. Plaintiff is informed and believes, and thereon alleges, that Defendants had a
13 practice and policy of failing to pay overtime when Plaintiff and Class Members worked in
14 excess of eight (8) hours in a day due to an invalid alternative workweek schedule that was not
15 registered with the Department of Industrial Relations, Division of Labor Standards
16 Enforcement. Under this invalid alternative workweek schedule, Defendants paid overtime
17 compensation when Plaintiff and Class Members worked in excess of ten (10) hours in a day.

18 31. In violation of the Labor Code and IWC Wage Orders, Plaintiff and Class
19 Members were not paid all wages (including minimum wages and overtime wages) for all hours
20 worked at the correct rate and within the correct time.

21 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known that Plaintiff and Class Members were entitled to receive all required meal
23 periods or payment of one (1) additional hour of pay at Plaintiff's and Class Members' regular
24 rate of pay when they did not receive a timely, uninterrupted meal period. For example, when
25 Plaintiff and Class Members worked over five hours and were entitled to a meal period,
26 Defendants did not provide a meal period because Defendants required Plaintiff and Class
27 Members to work through their meal periods, failed to provide coverage for employees to take
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1 timely meal periods, or interrupted their meal periods, resulting in meal periods that were
2 missed, late, short, and/or interrupted. In addition, when Plaintiff and Class Members worked
3 over ten hours in a day, they were not provided with a second meal period.

4 33. In violation of the Labor Code and IWC Wage Orders, Plaintiff and Class
5 Members did not receive all meal periods or payment of one (1) additional hour of pay at
6 Plaintiff's and Class Members' regular rate of pay when they did not receive a timely,
7 uninterrupted meal period.

8 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
9 should have known that Plaintiff and Class Members were entitled to receive all rest breaks or
10 payment of one (1) additional hour of pay at Plaintiff's and Class Members' regular rate of pay
11 when a rest break was late, missed, or interrupted. For example, when Plaintiff and Class
12 Members were entitled to a ten-minute rest break, Defendants required Plaintiff and Class
13 Members to work through their rest breaks, failed to provide coverage for employees to take
14 timely rest breaks, or interrupted their rest breaks, resulting in rest breaks that were missed,
15 short, and/or interrupted. In addition, when Plaintiff and Class Members worked over ten hours
16 in a day, they were not provided with a third rest break.

17 35. In violation of the Labor Code and IWC Wage Orders, Plaintiff and Class
18 Members did not receive all rest breaks or payment of one (1) additional hour of pay at
19 Plaintiff's and Class Members' regular rate of pay when a rest break was missed, late, or
20 interrupted.

21 36. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known that Plaintiff and Class Members were entitled to receive itemized wage
23 statements that accurately showed the following information pursuant to the Labor Code: (1)
24 gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units
25 earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all
26 deductions, provided that all deductions made on written orders of the employee may be
27 aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for
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1 which the employee is paid; (7) the name of the employee and only the last four digits of his or
2 her social security number or an employee identification number other than a social security
3 number; (8) the name and address of the legal entity that is the employer; and (9) all applicable
4 hourly rates in effect during the pay period and the corresponding number of hours worked at
5 each hourly rate by the employee.

6 37. In violation of the Labor Code, Plaintiff and Class Members were not provided
7 with accurate itemized wage statements. Specifically, the wage statements failed to list the
8 correct hours, rates, and pay due to the above unpaid wage violations, failed to list the correct
9 gross wages when Defendants issued multiple wage statements in the same pay period, included
10 the wrong pay period dates when incentive pay was shown on the wage statements, failed to list
11 the correct overtime hours and overtime rates of pay, and failed to list the correct total hours
12 worked when non-working hours or double-counted hours were included in the totals.

13 38. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
14 should have known that Plaintiff and the Waiting Time Subclass were entitled to timely payment
15 of wages due upon separation of employment. Plaintiff's employment with Defendant terminated
16 in February of 2024, but Defendants did not pay all wages owed to him, including all minimum
17 and overtime wages due to him due to Defendants' failure to pay for all time worked and at the
18 correct rate of pay. In violation of the Labor Code, Plaintiff and the Waiting Time Subclass did
19 not receive payment of all wages within the permissible time periods.

20 39. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
21 should have known they had a duty to compensate Plaintiff and Class Members, and Defendants
22 had the financial ability to pay such compensation but willfully, knowingly, and intentionally
23 failed to do so in order to increase Defendants' profits.

24 40. Therefore, Plaintiff brings this lawsuit seeking monetary and injunctive relief
25 against Defendants on Plaintiff's own behalf and on behalf of all Class Members to recover,
26 among other things, unpaid wages (including minimum wages and overtime wages), unpaid meal
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1 period premium payments, unpaid rest period premium payments, interest, attorneys' fees,
2 penalties, costs, and expenses.

3 **FIRST CAUSE OF ACTION**

4 **FAILURE TO PAY MINIMUM WAGES**

5 (Violation of Labor Code §§ 1194, 1194.2, and 1197; Violation of IWC Wage Order §3-4)

6 41. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
7 though fully set forth herein.

8 42. Labor Code §§ 1194 and 1197 provide that the minimum wage for employees
9 fixed by the IWC is the minimum wage to be paid to employees, and the payment of a lesser
10 wage than the minimum so fixed is unlawful.

11 43. Plaintiff and Class Members were employees entitled to the protections of Labor
12 Code §§ 1194 and 1197.

13 44. During the relevant time period, Defendants failed to pay Plaintiff and Class
14 Members all wages owed when Defendants did not pay minimum wage for all hours worked.

15 45. During the relevant time period, Defendants failed to pay at least minimum wage
16 to Plaintiff and Class Members for all hours worked pursuant to Labor Code §§ 1194 and 1197.

17 46. Defendants' failure to pay Plaintiff and Class Members the required minimum
18 wage violates Labor Code §§ 1194 and 1197. Pursuant to these sections, Plaintiff and Class
19 Members are entitled to recover the unpaid balance of their minimum wage compensation as
20 well as interest, costs, and attorneys' fees.

21 47. Pursuant to Labor Code § 1194.2, Plaintiff and Class Members are entitled to
22 recover liquidated damages in an amount equal to the wages unlawfully unpaid and the accrued
23 interest thereon.

24 **SECOND CAUSE OF ACTION**

25 **FAILURE TO PAY OVERTIME**

26 (Violation of Labor Code §§ 510, 1194, and 1198; Violation of IWC Wage Order § 3)

1 48. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
2 though fully set forth herein.

3 49. Labor Code § 1198 and the applicable IWC Wage Order provide that it is
4 unlawful to employ persons without compensating them at a rate of pay either one and one-half
5 (1½) or two (2) times the person's regular rate of pay, depending on the number of hours
6 worked by the person on a daily or weekly basis.

7 50. Specifically, the applicable IWC Wage Orders provide that Defendants are and
8 were required to pay overtime compensation to Plaintiff and Class Members at the rate of one
9 and one-half times (1½) their regular rate of pay when working and for all hours worked in
10 excess of eight (8) hours in a day or more than forty (40) hours in a workweek and for the first
11 eight (8) hours of work on the seventh day of work in a workweek.

12 51. The applicable IWC Wage Orders further provide that Defendants are and were
13 required to pay overtime compensation to Plaintiff and Class Members at a rate of two times
14 their regular rate of pay when working and for all hours worked in excess of twelve (12) hours in
15 a day or in excess of eight (8) hours on the seventh day of work in a workweek.

16 52. California Labor Code § 510 codifies the right to overtime compensation at one
17 and one-half (1½) times the regular hourly rate for hours worked in excess of eight (8) hours in a
18 day or forty (40) hours in a week and for the first eight (8) hours worked on the seventh
19 consecutive day of work, and overtime compensation at twice the regular hourly rate for hours
20 worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the
21 seventh day of work in a workweek.

22 53. Labor Code § 510 and the applicable IWC Wage Orders provide that employment
23 of more than six days in a workweek is only permissible if the employer pays proper overtime
24 compensation as set forth herein.

25 54. Plaintiff and Class Members were employees entitled to the protections of
26 California Labor Code §§ 510 and 1194.

55. During the relevant time period, Defendants required Plaintiff and Class Members to work in excess of eight (8) hours in a day, forty (40) hours in a week, and/or on a seventh consecutive day of work, entitling them to overtime wages.

56. During the relevant time period, Defendants failed to pay Plaintiff and Class Members overtime wages for all overtime hours worked. To the extent these hours qualify for the payment of overtime wages, Plaintiff and Class Members were not paid proper overtime wages.

57. In violation of California law, Defendants knowingly and willfully refused to perform their obligations and compensate Plaintiff and Class Members for all wages earned and all hours worked.

58. Defendants' failure to pay Plaintiff and Class Members the unpaid balance of overtime compensation, as required by California law, violates the provisions of Labor Code §§ 510 and 1198, and is therefore unlawful.

59. Pursuant to Labor Code § 1194, Plaintiff and Class Members are entitled to recover their unpaid overtime and double time compensation as well as interest, costs, and attorneys' fees.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

(Violation of Labor Code §§ 226.7 and 512; Violation of IWC Wage Order § 11)

60. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

61. Labor Code § 226.7 provides that no employer shall require an employee to work during any meal period mandated by the IWC Wage Orders.

62. Section 11 of the applicable IWC Wage Order states, “[n]o employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will

1 complete the day's work the meal period may be waived by mutual consent of the employer and
2 the employee."

3 63. Labor Code § 512(a) provides that an employer may not require, cause, or permit
4 an employee to work for a period of more than five (5) hours in a day without providing the
5 employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if
6 the total work period per day of the employee is not more than six (6) hours, the meal period may
7 be waived by mutual consent of both the employer and the employee.

8 64. Labor Code § 512(a) also provides that an employer may not employ an employee
9 for a work period of more than ten (10) hours per day without providing the employee with a
10 second meal period of not less than thirty (30) minutes, except that if the total hours worked is no
11 more than twelve (12) hours, the second meal period may be waived by mutual consent of the
12 employer and the employee only if the first meal period was not waived.

13 65. During the relevant time period, Plaintiff and Class Members worked more than
14 five (5) or ten (10) hours and did not receive all compliant meal periods because their meal
15 periods were missed, late, short, interrupted, and/or they were not permitted to take a second
16 meal period.

17 66. Labor Code § 226.7(b) and section 11 of the applicable IWC Wage Order require
18 an employer to pay an employee one (1) additional hour of pay at the employee's regular rate of
19 compensation for each work day that a compliant meal period is not provided.

20 67. At all relevant times, Defendants failed to pay Plaintiff and Class Members meal
21 period premiums for missed, late, and/or short meal periods pursuant to Labor Code § 226.7(b)
22 and section 11 of the applicable IWC Wage Order.

23 68. As a result of Defendants' failure to pay Plaintiff and Class Members an
24 additional hour of pay for each day a compliant meal period was not provided, Plaintiff and
25 Class Members suffered and continue to suffer a loss of wages and compensation.

26 **FOURTH CAUSE OF ACTION**

27 **FAILURE TO PERMIT REST BREAKS**

(Violation of Labor Code §§ 226.7; Violation of IWC Wage Order § 12)

69. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

70. Labor Code § 226.7(a) provides that no employer shall require an employee to work during any rest period mandated by the IWC Wage Orders.

71. Section 12 of the applicable IWC Wage Order states “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period[,]” and the “[a]uthorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof[,]” unless the total daily work time is less than three and one-half (3½) hours.

72. During the relevant time period, Plaintiff and Class Members did not receive all ten (10) minute rest periods for every four (4) hours or major fraction thereof worked, including working in excess of ten (10) hours, because they were required to work through their rest periods and/or were not authorized to take their rest periods.

73. Labor Code § 226.7(b) and section 12 of the applicable IWC Wage Order requires an employer to pay an employee one (1) additional hour of pay at the employee’s regular rate of compensation for each work day that a compliant rest period is not provided.

74. At all relevant times, Defendants failed to pay Plaintiff and Class Members rest period premiums for missed, late, and/or interrupted rest periods pursuant to Labor Code § 226.7(b) and section 12 of the applicable IWC Wage Order.

75. As a result of Defendants’ failure to pay Plaintiff and Class Members an additional hour of pay for each day a compliant rest period was not provided, Plaintiff and Class Members suffered and continue to suffer a loss of wages and compensation.

FIFTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Violation of Labor Code § 226; Violation of IWC Wage Order)

1 76. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
2 though fully set forth herein.

3 77. Labor Code § 226(a) requires Defendants to provide each employee with an
4 accurate wage statement in writing showing nine pieces of information, including, the following:
5 (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate
6 units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
7 deductions, provided that all deductions made on written orders of the employee may be
8 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for
9 which the employee is paid, (7) the name of the employee and the last four digits of his or her
10 social security number or an employee identification number other than a social security number,
11 (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly
12 rates in effect during the pay period and the corresponding number of hours worked at each
13 hourly rate by the employee.

14 78. During the relevant time period, Defendants have knowingly and intentionally
15 failed to comply with Labor Code § 226(a) on wage statements that were provided to Plaintiff
16 and Class Members. The deficiencies include, among other things, the failure to correctly state
17 the gross and net wages earned, total hours worked, all applicable hourly rates in effect, and the
18 number of hours worked at each hourly rate by Plaintiff and Class Members.

19 79. As a result of Defendants' knowing and intentional failure to comply with Labor
20 Code § 226(a), Plaintiff and Class Members have suffered injury and damage to their statutorily-
21 protected rights. Specifically, Plaintiff and Class Members are deemed to suffer an injury
22 pursuant to Labor Code § 226(e) where, as here, Defendants intentionally violated Labor Code §
23 226(a). Plaintiff and Class Members were denied both their legal right to receive, and their
24 protected interest in receiving, accurate itemized wage statements under Labor Code § 226(a). In
25 addition, because Defendants failed to provide the accurate rates of pay on wage statements,
26 Defendants prevented Plaintiff and Class Members from determining if all hours worked were
27 paid at the appropriate rate and the extent of the underpayment. Plaintiff had to file this lawsuit
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1 in order to analyze the extent of the underpayment, thereby causing Plaintiff to incur expenses
2 and lost time. Plaintiff would not have had to engage in these efforts and incur these costs had
3 Defendants provided the accurate hours worked, wages earned, and rates of pay. This has also
4 delayed Plaintiff's ability to demand and recover the underpayment of wages from Defendants.

5 80. Plaintiff and Class Members are entitled to recover from Defendants the greater of
6 all actual damages caused by Defendants' failure to comply with Labor Code § 226(a) or fifty
7 dollars (\$50.00) for the initial pay period in which a violation occurred and one hundred dollars
8 (\$100.00) per employee for each violation in subsequent pay periods in an amount not exceeding
9 four thousand dollars (\$4,000.00) per employee, plus attorneys' fees and costs.

10 81. Defendants' violations of California Labor Code § 226(a) prevented Plaintiff and
11 Class Members from knowing, understanding, and disputing the wages paid to them and resulted
12 in an unjustified economic enrichment to Defendants. As a result of Defendants' knowing and
13 intentional failure to comply with California Labor Code § 226(a), Plaintiff and Class Members
14 have suffered an injury, in the exact amount of damages and/or penalties to be shown according
15 to proof at trial.

16 SIXTH CAUSE OF ACTION

17 **FAILURE TO PAY ALL WAGES DUE UPON SEPARATION OF EMPLOYMENT**

18 (Violation of Labor Code §§ 201, 202, 203, 227.3)

19 82. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
20 though fully set forth herein.

21 83. Labor Code §§ 201 and 202 provide that if an employer discharges an employee,
22 the wages earned and unpaid at the time of discharge are due and payable immediately, and that
23 if an employee voluntarily leaves his or her employment, his or her wages shall become due and
24 payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-
25 two (72) hours previous notice of an intention to quit, in which case the employee is entitled to
26 his or her wages at the time of quitting.

1 and practices violated state law, causing Plaintiff and Class Members to suffer and continue to
2 suffer injuries-in-fact.

3 92. Defendants' policies and practices violated state law in at least the following
4 respects:

5 (a) Failing to pay all wages earned (including minimum wage and overtime
6 wages) to Plaintiff and Class Members at the proper rate and in a timely
7 manner in violation of Labor Code §§ 204, 510, 1194, 1194.2, 1197, 1198.

8 (b) Failing to provide compliant meal periods without paying Plaintiff and
9 Class Members premium wages for every day said meal periods were not
10 provided in violation of Labor Code §§ 226.7 and 512.

11 (c) Failing to authorize or permit compliant rest breaks without paying
12 Plaintiff and Class Members premium wages for every day said rest
13 breaks were not authorized or permitted in violation of Labor Code §
14 226.7.

15 (d) Failing to provide Plaintiff and Class Members with accurate itemized
16 wage statements in violation of Labor Code § 226.

17 (e) Failing to timely pay all earned wages to the members of the Waiting
18 Time Subclass upon separation of employment in violation of Labor Code
19 §§ 201, 202, 203, 227.3.

20 93. As alleged herein, Defendants systematically engaged in unlawful conduct in
21 violation of the California Labor Code and IWC Wage Orders, such as failing to pay all wages
22 (minimum and overtime wages), failing to provide meal periods and rest breaks or
23 compensation in lieu thereof, failing to furnish accurate wage statements, and failing to pay all
24 wages due and owing upon separation of employment in a timely manner to the Waiting Time
25 Subclass, all in order to decrease their costs of doing business and increase their profits.

26 94. At all relevant times herein, Defendants held themselves out to Plaintiff and Class
27 Members as being knowledgeable concerning the labor and employment laws of California.
28

95. At all times relevant herein, Defendants intentionally avoided paying Plaintiff and Class Members wages and monies, thereby creating for Defendants an artificially lower cost of doing business in order to undercut their competitors and establish and/or gain a greater foothold in the marketplace.

96. By violating the foregoing statutes and regulations as herein alleged, Defendants' acts constitute unfair and unlawful business practices under California Business and Professions Code §§ 17200, *et seq.*

97. As a result of the unfair and unlawful business practices of Defendants as alleged herein, Plaintiff and Class Members are entitled to injunctive relief, disgorgement, and restitution in an amount to be shown according to proof at trial.

98. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of California Code of Civil Procedure § 1021.5. Defendants' conduct, as alleged herein, has been and continues to be unfair, unlawful, and harmful to Plaintiff, Class Members, and the general public. Based on Defendants' conduct as alleged herein, Plaintiff and Class Members are entitled to an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5.

EIGHTH CAUSE OF ACTION

ENFORCEMENT OF LABOR CODE §§ 2698 ET SEQ. (“PAGA”)

99. Plaintiff hereby re-alleges and incorporate by reference the previous paragraphs as though fully set forth herein.

100. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency (“LWDA”) or any of its departments, divisions, commissions, boards, agencies, or employees for violation of the Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Labor Code § 2699.3.

1 101. For all provisions of the Labor Code except those for which a civil penalty is
2 specifically provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one hundred
3 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two
4 hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay
5 period in which Defendants violated these provisions of the Labor Code.

6 102. Defendants' conduct violates numerous Wage Order and Labor Code sections,
7 including, but not limited to, the following:

- 8 a. violation of Labor Code §§ 201, 202, 203, 204, 210, 227.3, 246, 510,
9 1182.12, 1194, 1197, and 1198 for failure to timely pay all earned wages
10 at the correct rate of pay (including minimum wage, sick pay, vacation
11 pay, and overtime wages) owed to Plaintiff and other aggrieved
12 employees during employment and upon separation of employment as
13 herein alleged;
- 14 b. violation of Labor Code §§ 226.7 and 512 for failure to provide meal
15 periods to Plaintiff and other aggrieved employees and failure to pay
16 premium wages for missed meal periods as herein alleged;
- 17 c. violation of Labor Code § 226.7 for failure to permit rest breaks to
18 Plaintiff and other aggrieved employees and failure to pay premium
19 wages for missed rest periods as herein alleged;
- 20 d. violation of Labor Code § 226 for failure to provide accurate itemized
21 wage statements to Plaintiff and other aggrieved employees as herein
22 alleged;
- 23 e. violation of Labor Code §§ 1174 and 1174.5 for failure to maintain
24 accurate and complete records showing, among other things, the hours
25 worked daily by and the wages paid to aggrieved employees; and
26
27
28

103. Plaintiff is an “aggrieved employee” because he was employed by the alleged violator and had one or more of the violations committed against him, and therefore is properly suited to represent the interests of all other aggrieved employees.

104. On February 28, 2024, Plaintiff provided written notice to Defendant Rentokil North America, Inc. and the Labor and Workforce Development Agency regarding Plaintiff's intention to seek penalties under the Private Attorneys General Act of 2004, Labor Code §§ 2698 *et seq.* on Plaintiff's own behalf and all other aggrieved employees and the specific provisions of the Labor Code alleged to have been violated, as well as the facts and theories to support the alleged violations. The Labor and Workforce Development Agency did not respond to this notice, indicating it did not intend to investigate, thus allowing Plaintiff to bring a PAGA claim against Defendants.

105. Plaintiff has exhausted the procedural requirements under Labor Code § 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on behalf of himself and all other aggrieved employees under PAGA.

106. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to recover civil penalties, in addition to other remedies, for violations of the Labor Code sections cited above.

107. For bringing this action, Plaintiff is entitled to attorney's fees and costs incurred herein.

PRAYER FOR RELIEF

On Plaintiff's own behalf and on behalf of all others similarly situated, Plaintiff prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For certification under California Code of Civil Procedure § 382 of the proposed Class and any other appropriate subclass;
2. For appointment of Lazaro Rodriguez as class representative;
3. For appointment of Aegis Law Firm, PC, as class counsel for all purposes;
4. For compensatory damages in an amount according to proof at trial;

1 5. For an award of damages in the amount of unpaid compensation including, but
2 not limited to, unpaid wages, benefits, and penalties;

3 6. For economic and/or special damages in an amount according to proof at trial;

4 7. For liquidated damages pursuant to Labor Code § 1194.2;

5 8. For statutory penalties to the extent permitted by law, including those pursuant to
6 the Labor Code and IWC Wage Orders;

7 9. For injunctive relief as provided by the California Labor Code and California
8 Business and Professions Code §§ 17200, *et seq.*;

9 10. For restitution as provided by Business and Professions Code §§ 17200, *et seq.*;

10 11. For an order requiring Defendants to restore and disgorge all funds to each
11 employee acquired by means of any act or practice declared by this Court to be unlawful, unfair,
12 or fraudulent and, therefore, constituting unfair competition under Business and Professions
13 Code §§ 17200, *et seq.*;

14 12. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted
15 by law, including, but not limited to, Code of Civil Procedure § 1021.5 and Labor Code §§
16 226(e), 1194; and 2698 *et seq.*; and

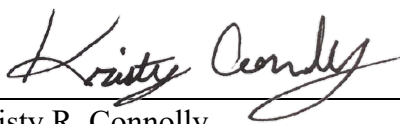
17 13. For pre-judgment interest; and

18 14. For civil penalties;

19 15. For such other relief as the Court deems just and proper.

20
21 Dated: March 14, 2025

AEGIS LAW FIRM, PC

22
23 By: 
24 Kristy R. Connolly
25 Attorneys for Plaintiff
26
27
28

1 **CERTIFICATE OF SERVICE**

2 I, the undersigned, am employed in the County of Orange, State of California. I am over
3 the age of 18 and not a party to the within action; am employed with Aegis Law Firm PC and
my business address is 9811 Irvine Center Drive, Suite 100, Irvine, California 92618.

4 On March 14, 2025, I served the foregoing document(s) entitled:

- 5 • SECOND AMENDED CLASS ACTION COMPLAINT FOR:

6 on all the appearing and/or interested parties in this action by delivering ☐ the original ☒ a true
7 copy thereof on the party(ies) addressed below as follows:

8 Tanja L. Darrow, Bar No. 175502
9 tdarrow@littler.com
10 Melanie Rollins, Bar No. 305901
mrollins@littler.com
11 Mary An
12 MJAn@littler.com
13 Mary Ann Gerard
MGerard@littler.com
14 **LITTLER MENDELSON P.C.**
633 West 5th Street 63rd Floor Los Angeles,
15 California 90071
Telephone: 213.443.4300
16 Facsimile: 800.715.1330

17
18 *Attorneys for Defendants:*
RENTOKIL NORTH AMERICA, INC.

19 ☐ **(BY MAIL)** I am readily familiar with the firm's practice of collection and processing
20 correspondence for mailing. Under that practice it would be deposited with the U.S.
21 Postal Service on that same day with postage thereon fully prepaid at Irvine, California
22 in the ordinary course of business. I am aware that on motion of the party served, service
is presumed invalid if postage cancellation date or postage meter date is more than one
day after date of deposit for mailing this affidavit. (*Cal Code Civ. Proc.* § 1013(a); *Fed.*
R. Civ. Proc. 5(a); *Fed. R. Civ. Proc.* 5(c).)

23 ☐ **(BY OVERNIGHT MAIL)** I am personally and readily familiar with the business
24 practice of Aegis Law Firm PC for collection and processing correspondence for
25 overnight delivery, and I caused such document(s) described herein to be deposited for
delivery to a facility regularly maintained Federal Express for overnight delivery. (*Cal*
Code Civ. Proc. § 1013(c); *Fed. R. Civ. Proc.* 5(c).)

26 ☒ **(BY ELECTRONIC TRANSMISSION)** I caused said document(s) to be served via
27 electronic transmission via the above listed email addresses on the date below. (*Cal.*
Code Civ. Proc. § 1010.6(6); *Fed. R. Civ. Proc.* 5(b)(2)(E); *Fed. R. Civ. Proc.* 5(b)(3).)

1 ☐ **(BY PERSONAL SERVICE)** I delivered the foregoing document by hand delivery to
2 the addressed named above. (*Cal Code Civ. Proc.* § 1011; *Fed. R. Civ. Proc.*
3 5(b)(2)(A).)

4 I declare under penalty of perjury under the laws of the State of California that the
5 foregoing is true and correct.

6 Executed on March 14, 2025, at Irvine, California.

7 Laila Shams

8 Laila Shams