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December 2, 2024

VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency
Attn: PAGA Administrator

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Agent for Service of Process for Rentokil North America, Inc.:
CT Corporation System
330 N. Brand Blvd., Suite 700
Glendale, CA 91203

Rentokil North America, Inc.
1125 Berkshire Blvd Ste 150
Wyomissing, PA 19610

Agent for Service of Process for The Terminix International Company Limited Partnership:
CT Corporation System
330 N. Brand Blvd.
Glendale, CA 91203

The Terminix International Company Limited Partnership
860 Ridge Lake Blvd.
Memphis, TN 38120

VIA U.S. MAIL

Attorney of Record for Rentokil North America, Inc.
Tanja L. Darrow
Melanie Rollins
LITTLER MENDELSON P.C.
633 West 5th Street
63rd Floor
Los Angeles, CA 90071

Re: *Ramirez v. Rentokil North America, Inc., The Terminix International Company Limited Partnership*

Dear Labor and Workforce Development Agency; Rentokil North America, Inc.; and The Terminix International Company Limited Partnership:

Please allow this correspondence to serve as written notice required by California Labor Code § 2699.3(a)(1) of the specific provisions of the Labor Code allegedly violated by Rentokil North America, Inc. and The Terminix International Company Limited Partnership and any other employers or person(s) acting on behalf of the employer as such phrase is used under Labor Code sections 558 and 558.1 (collectively “Respondent”), and the facts and theories in support of said allegations. This firm represents Angel Ramirez (“Claimant”); we hereby notify you that Claimant intends to seek penalties against Respondent under the Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698 *et seq.*, on Claimant’s own behalf and all other aggrieved employees.

Specific Provisions of the Labor Code Allegedly Violated by Respondent

The specific provisions of the Labor Code allegedly violated by Respondent and the provisions under which Claimant submits this correspondence include the following: §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 227.3, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802.

Facts and Theories Supporting the Allegations Against Respondent

Claimant and other aggrieved employees worked for Respondent in California as non-exempt employees. Claimant was employed by Respondent in California within the past year.

During the past year, Respondent failed to provide 30-minute uninterrupted meal periods within the appropriate time intervals to Claimant and other aggrieved employees as required by Labor Code section 512 and section 11 of the applicable Wage Order. Claimant and other aggrieved employees frequently worked shifts over five hours and did not receive lawful meal periods because they were discouraged from taking meal periods, were interrupted during their meal periods, were required to remain on call during meal periods, and/or were not scheduled to be relieved at the appropriate intervals to receive all lawful meal periods, among other reasons. As a result, their meal periods were missed, late, short, and/or interrupted.

When Claimant and other aggrieved employees missed meal periods or if the meal periods were late, short, and/or interrupted, Respondent violated Labor Code sections 226.7 and 512, as well as section 11 of the applicable Wage Order, by failing to pay an additional hour of pay at the regular rate of pay to Claimant and other aggrieved employees for every day in which they suffered a meal period violation.

Respondent failed to authorize or permit paid 10-minute rest periods for every four hours or major fraction thereof worked because Claimant and other aggrieved employees were required or incentivized to work through their rest periods, discouraged from taking their rest periods, required to remain on call during rest periods, and/or were not scheduled to be relieved at the appropriate intervals to receive all rest periods.

When Claimant and other aggrieved employees did not receive rest periods, Respondent violated Labor Code section 226.7 and section 12 of the applicable Wage Order by failing to pay an additional hour of pay at the regular rate of pay to Claimant and other aggrieved employees.

Respondent failed to pay Claimant and other aggrieved employees at least the legal minimum wage, straight time wage, sick pay, and overtime wage at the correct rate of pay (in violation of Labor Code sections 246, 510, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198) due to Respondent's policy and practice of requiring Claimant and aggrieved employees to work off-the-clock, failing to pay wages using the appropriate regular rate of pay (e.g., excluding bonuses, commissions, or other incentive pay) or the required minimum wage, failing to pay overtime correctly using an invalid alternative workweek schedule, alternatively failing to correctly pay overtime wages if the alternative workweek schedule was valid, and/or failing to pay for all recorded time, among other reasons. Respondent failed to pay Claimant and other aggrieved all minimum, regular, and overtime wages for these hours.

Claimant and other aggrieved employees incurred necessary business-related expenses as a direct consequence of the discharge of their job duties for the benefit of Respondent, such as cell phone use. As such, Respondent violated Labor Code §§ 2800 and 2802 by failing to reimburse Claimant and other aggrieved employees for such expenses.

As a result of, and in addition to, these actions, Respondent violated Labor Code sections 226, and 226.3 by failing to provide itemized wage statements that accurately reported the following: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Specifically, the wage statements failed to list the correct hours, rates, and pay due to the above unpaid wage violations, failed to list the correct gross wages when they issued multiple wage statements in the same pay period, included the wrong pay period dates when incentive pay was shown on the wage statements, failed to list the correct overtime hours and overtime rates, and failed to list the correct total hours worked when non-working hours or double-counted hours were included in the totals, among other violations.

Respondent violated Labor Code sections 1174 and 1174.5 by failing to maintain accurate and complete records showing the hours worked daily by the aggrieved employees and the wages paid to aggrieved employees (due to the same underpayment of wages referenced above).

Furthermore, Respondent violated the Labor Code by failing to properly pay all these wages owed throughout aggrieved employees' employment and following the end of these workers' employment with Respondent due to the above violations, due to failure to pay owed waiting time penalties, and due to failure to pay final wages and/or vacation pay on time (in violation of Labor Code sections 201, 202, 203, 204, 227.3).

Based on these violations, Claimant seeks attorneys' fees, interest, and penalties under the Labor Code. Enclosed and incorporated by reference is a complaint already filed in court. Claimant intends to amend the complaint to add himself as a second plaintiff after the minimum required review period elapses.

Thank you for your assistance on this matter. Should you have any questions or comments, please do not hesitate to contact the undersigned.

Very truly yours,
AEGIS LAW FIRM, PC

Kristy R. Connolly

Enclosure: Complaint

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Attorneys for Plaintiff, Lazaro Rodriguez, individually,
and on behalf of all others similarly situated.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

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. 8:24-CV-01356 DOC (DFMx)
Assigned for All Purposes to:
Judge David O. Carter

**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
2 situated, alleges as follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

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

10 2. Defendants provide services or goods throughout California.

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

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

- 18 (a) failing to pay all wages (including minimum wages and
19 overtime wages);
 - 20 (b) failing to provide lawful meal periods or compensation in lieu
21 thereof;
 - 22 (c) failing to authorize or permit lawful rest breaks or provide
23 compensation in lieu thereof;
 - 24 (d) failing to provide accurate itemized wage statements;
 - 25 (e) failing to pay wages timely during employment; and
 - 26 (f) failing to pay all wages due upon separation of employment.
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1 5. Plaintiff seeks monetary relief against Defendants on behalf of
2 Plaintiff and all others similarly situated in California to recover, among other
3 things, unpaid wages, benefits, interest, attorneys' fees, costs and expenses, and
4 penalties pursuant to Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7,
5 227.3, 246, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1,
6 1198, 2698, *et seq.*, and Code of California Civil Procedure § 1021.5.

7 **JURISDICTION AND VENUE**

8 6. Plaintiff does not believe this Court has subject matter jurisdiction
9 over this action under either 28 U.S.C. § 1332(d) or 28 U.S.C. § 1332(a).

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

15 8. Venue is proper in this judicial district because, upon information and
16 belief, a substantial part of the events giving rise to Plaintiff's claims occurred
17 here.

18 **THE PARTIES**

19 9. Plaintiff is a resident of California and worked for Defendants as a
20 non-exempt employee in the position of Plant Care Technician from 1999 to 2024.
21 Plaintiff's base rate of pay at the time of his termination was \$20.7418 per hour.

22 10. Plaintiff is informed and believes, and thereon alleges that at all times
23 hereinafter mentioned, Defendants were and are subject to the Labor Code and
24 IWC Wage Orders as employers, whose employees were and are engaged
25 throughout this county and the State of California.

26 11. Plaintiff is unaware of the true names or capacities of the defendants
27 sued herein under the fictitious names DOES 1 through 20, but will seek leave of
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1 this Court to amend this Complaint and serve such fictitiously named defendants
2 once their names and capacities become known.

3 12. Plaintiff is informed and believes, and thereon alleges, that DOES 1
4 through 20 are or were the partners, agents, owners, shareholders, managers, or
5 employees of Defendants at all relevant times.

6 13. Plaintiff is informed and believes, and thereon alleges, that each
7 defendant acted in all respects pertinent to this action as the agent of the other
8 defendant, carried out a joint scheme, business plan, or policy in all respects
9 pertinent hereto, and the acts of each defendant are legally attributable to the other
10 defendant. Furthermore, defendants in all respects acted as the employer and/or
11 joint employer of Plaintiff and the class members.

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

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

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

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CLASS ACTION ALLEGATIONS

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

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

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

Class

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

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

Waiting Time Subclass

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

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

22. Members of the Class and the Waiting Time Subclass described above will be collectively referred to as "Class Members."

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

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

25 24. There is a well-defined community of interest in this litigation and the
26 proposed Class and subclasses are readily ascertainable:
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1 (a) Numerosity: The Class Members are so numerous that joinder
2 of all members is impractical. Although the members of the Class are unknown to
3 Plaintiff at this time, on information and belief, the Class is estimated to be greater
4 than fifty (50) individuals. The identities of the Class Members are readily
5 ascertainable by inspection of Defendants' employment and payroll records.

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

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

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

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

11 GENERAL ALLEGATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

16 38. Plaintiff is informed and believes, and thereon alleges, that
17 Defendants knew or should have known that Plaintiff and the Waiting Time
18 Subclass were entitled to timely payment of wages due upon separation of
19 employment. Plaintiff's employment with Defendant terminated in February of
20 2024, but Defendants did not pay all wages owed to him, including all minimum
21 and overtime wages due to him due to Defendants' failure to pay for all time
22 worked and at the correct rate of pay. In violation of the Labor Code, Plaintiff and
23 the Waiting Time Subclass did not receive payment of all wages within the
24 permissible time periods.

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

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

8 **FIRST CAUSE OF ACTION**

9 **FAILURE TO PAY MINIMUM WAGES**

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

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

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

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

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

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

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

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

6 **SECOND CAUSE OF ACTION**

7 **FAILURE TO PAY OVERTIME**

8 (Violation of Labor Code §§ 510, 1194, and 1198; Violation of IWC Wage Order
9 § 3)

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

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

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

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

1 52. California Labor Code § 510 codifies the right to overtime
2 compensation at one and one-half (1½) times the regular hourly rate for hours
3 worked in excess of eight (8) hours in a day or forty (40) hours in a week and for
4 the first eight (8) hours worked on the seventh consecutive day of work, and
5 overtime compensation at twice the regular hourly rate for hours worked in excess
6 of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh
7 day of work in a workweek.

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

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

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

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

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

24 58. Defendants' failure to pay Plaintiff and Class Members the unpaid
25 balance of overtime compensation, as required by California law, violates the
26 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 complete the day's work the meal period may be waived by mutual consent of the employer and the employee."

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

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

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

66. Labor Code § 226.7(b) and section 11 of the applicable IWC Wage Order require 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 meal period is not provided.

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

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

FOURTH CAUSE OF ACTION

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

1 rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof[,]"
 2 unless the total daily work time is less than three and one-half (3½) hours.

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

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

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

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

20 **FIFTH CAUSE OF ACTION**

21 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

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

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

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

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

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

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

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

18 SIXTH CAUSE OF ACTION

19 FAILURE TO PAY ALL WAGES DUE UPON SEPARATION OF 20 EMPLOYMENT

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

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

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

84. Labor Code § 227.3 provides that an employer must pay vested vacation pay upon termination.

85. During the relevant time period, Defendants willfully failed to pay Plaintiff and the Waiting Time Subclass all their earned wages upon termination, either at the time of discharge or within seventy-two (72) hours of their leaving Defendants' employ.

86. Defendants' failure to pay Plaintiff and the Waiting Time Subclass all their earned wages at the time of discharge or within seventy-two (72) hours of their leaving Defendants' employ is in violation of Labor Code §§ 201, 202, 227.3.

87. Labor Code § 203 provides that if an employer willfully fails to pay wages owed immediately upon discharge or resignation in accordance with Labor Code §§ 201 and 202, then the wages of the employee shall continue as a penalty from the due date at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

88. Pursuant to Labor Code § 203, Plaintiff and the Waiting Time Subclass is entitled to recover from Defendants the statutory penalty, which is defined as the Waiting Time Subclass members' regular daily wages at their regular hourly rate of pay for each day they were not paid, up to a maximum of thirty (30) days.

SEVENTH CAUSE OF ACTION

VIOLATION OF BUSINESS AND PROFESSIONS CODE §§ 17200, *ET*

SEQ.

(Violation of Business and Professions Code §§ 17200, *et seq.*)

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

3 90. California Business and Professions Code §§ 17200, *et seq.*, prohibits
4 acts of unfair competition, which includes any “unlawful, unfair or fraudulent
5 business act or practice”

6 91. A violation of California Business and Professions Code §§ 17200, *et*
7 *seq.*, may be predicated on a violation of any state or federal law. In the instant
8 case, Defendants’ policies and practices violated state law, causing Plaintiff and
9 Class Members to suffer and continue to suffer injuries-in-fact.

10 92. Defendants’ policies and practices violated state law in at least the
11 following respects:

- 12 (a) Failing to pay all wages earned (including minimum wage and
13 overtime wages) to Plaintiff and Class Members at the proper
14 rate and in a timely manner in violation of Labor Code §§ 204,
15 510, 1194, 1194.2, 1197, 1198.
- 16 (b) Failing to provide compliant meal periods without paying
17 Plaintiff and Class Members premium wages for every day said
18 meal periods were not provided in violation of Labor Code §§
19 226.7 and 512.
- 20 (c) Failing to authorize or permit compliant rest breaks without
21 paying Plaintiff and Class Members premium wages for every
22 day said rest breaks were not authorized or permitted in
23 violation of Labor Code § 226.7.
- 24 (d) Failing to provide Plaintiff and Class Members with accurate
25 itemized wage statements in violation of Labor Code § 226.
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27
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1 (e) Failing to timely pay all earned wages to the members of the
2 Waiting Time Subclass upon separation of employment in
3 violation of Labor Code §§ 201, 202, 203, 227.3.

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

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

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

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

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

25 98. Plaintiff seeks to enforce important rights affecting the public interest
26 within the meaning of California Code of Civil Procedure § 1021.5. Defendants'
27 conduct, as alleged herein, has been and continues to be unfair, unlawful, and
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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.

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

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

- a. violation of Labor Code §§ 201, 202, 203, 204, 210, 227.3, 246, 510, 1182.12, 1194, 1197, and 1198 for failure to timely pay all earned wages at the correct rate of pay (including minimum wage, sick pay, vacation pay, and overtime wages) owed to Plaintiff and other aggrieved employees during

1 employment and upon separation of employment as herein
2 alleged;

3 b. violation of Labor Code §§ 226.7 and 512 for failure to
4 provide meal periods to Plaintiff and other aggrieved
5 employees and failure to pay premium wages for missed meal
6 periods as herein alleged;

7 c. violation of Labor Code § 226.7 for failure to permit rest
8 breaks to Plaintiff and other aggrieved employees and failure
9 to pay premium wages for missed rest periods as herein
10 alleged;

11 d. violation of Labor Code § 226 for failure to provide accurate
12 itemized wage statements to Plaintiff and other aggrieved
13 employees as herein alleged;

14 e. violation of Labor Code §§ 1174 and 1174.5 for failure to
15 maintain accurate and complete records showing, among other
16 things, the hours worked daily by and the wages paid to
17 aggrieved employees; and

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

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

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

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

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

12 **PRAYER FOR RELIEF**

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

16 1. For certification under California Code of Civil Procedure § 382 of
 17 the proposed Class and any other appropriate subclass;

18 2. For appointment of Lazaro Rodriguez as class representative;

19 3. For appointment of Aegis Law Firm, PC, as class counsel for all
 20 purposes;

21 4. For compensatory damages in an amount according to proof at trial;

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

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

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

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

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

5 10. For restitution as provided by Business and Professions Code §§
6 17200, *et seq.*;

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

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

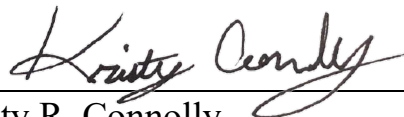
14 13. For pre-judgment interest; and

15 14. For civil penalties;

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

17
18 Dated: July 8, 2024

AEGIS LAW FIRM, PC

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20 By: 
21 Kristy R. Connolly
22 Attorneys for Plaintiff
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