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9 **RENTOKIL NORTH AMERICA, INC.**

10 **UNITED STATES DISTRICT COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA**

12 PATRICK DOTAN, individually, and on
13 behalf of all others similarly situated,

14 Plaintiff,

15 vs.

16 RENTOKIL NORTH AMERICA, INC.
17 and DOES 1 - 20, inclusive,

18 Defendant.

Case No.:

**DEFENDANT'S NOTICE OF
REMOVAL PURSUANT TO 28
U.S.C. §§ 1331, 1332(d)(2), 1441,
1446, AND 1453**

Complaint Filed: September 24, 2020

Removed: November 20, 2020

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1 PLEASE TAKE NOTICE that Defendant RENTOKIL NORTH AMERICA,
2 INC. (“Rentokil” or “Defendant”), hereby removes to this Court the state court action
3 described below, pursuant to 28 U.S.C. §§ 1331, 1332(d)(2), 1441, 1446, and 1453. In
4 support thereof, Defendant states as follows:

5 **I. PLEADINGS, PROCESS AND ORDERS**

6 1. On September 24, 2020, this putative class action was commenced and is
7 currently pending against Defendant in the Superior Court of California, County of San
8 Bernardino, as Case No. CIVDS 2020466, entitled *PATRICK DOTAN, individually,*
9 *and on behalf of all others similarly situated, Plaintiff, vs. RENTOKIL NORTH*
10 *AMERICA, INC. and DOES 1 - 20, inclusive, Defendant.*

11 2. The Complaint asserted the following causes of action: (1) violation of
12 California Labor Code §§ 1194, 1197, and 1197.1 (unpaid minimum wages); (2)
13 violation of California Labor Code §§ 510 and 1198 (unpaid overtime); (3) violation of
14 California Labor Code §§ 226.7 and 512(a) (unpaid meal period premiums); (4)
15 violation of California Labor Code § 226.7 (unpaid rest period premiums); (5) violation
16 of California Labor Code § 226(a) (non-compliant wage statements); (6) violation of
17 California Labor Code §§ 201 and 202 (final wages not timely paid); and (7) violation
18 of California Business & Professions Code §§ 17200, et. seq.; (**Exhibit A**, Complaint.)

19 **II. THIS COURT HAS JURISDICTION**

20 3. This Court has original jurisdiction over this action pursuant to the Class
21 Action Fairness Act of 2005 (“CAFA”) 29 U.S.C. § 1332(d), which vests the United
22 States district courts with original jurisdiction of any civil action: (a) that is a class
23 action with a putative class of more than a hundred (100) members; (b) in which any
24 member of a class of plaintiffs is a citizen of a State different from any defendant; and
25 (c) in which the matter in controversy exceeds the sum or value of \$5,000,000, exclusive
26 of interest and costs. 28 U.S.C. §1332(d). CAFA authorizes removal of such actions
27 in accordance with 28 U.S.C. §§ 1446 and 1453. As set forth below, this case meets all
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1 of CAFA’s requirements for removal and is timely and properly removed by the filing
2 of this Notice.

3 4. Pursuant to 28 U.S.C. § 1446(a), a notice of removal must: (1) be signed
4 pursuant to Rule 11 of the Federal Rules of Civil Procedure; (2) contain a “short and
5 plain statement of the grounds for removal”; and (3) be accompanied by a copy of all
6 process, pleadings, and orders served on Defendant in the action.

7 **III. VENUE IS PROPER**

8 5. With respect to this petition for removal, venue is proper in this Court
9 pursuant to 28 U.S.C. sections 84(c)(1), 1391 and 1446, this action was originally
10 brought in the Superior Court of California for the County of San Bernardino (Case No.
11 CIVDS 2020466).

12 **IV. DEFENDANT HAS SATISFIED THE REQUIREMENTS FOR**
13 **REMOVAL**

14 **A. This Removal Petition is Timely**

15 6. Plaintiff personally served the Summons and Complaint on Defendant on
16 October 21, 2020, as attested by the Notice of Service of Process in **Exhibit B**. Pursuant
17 to 28 U.S.C. section 1446(b) and Federal Rule of Civil Procedure, Rule 6(a)(1)(C), this
18 Notice of Removal is therefore timely filed as it is filed within thirty (30) days after
19 Defendant was served with the Summons and Complaint and within one (1) year after
20 commencement of this action. *See Murphy Bros., Inc. v. Michetti Pipe Stringing, Inc.*,
21 526 U.S. 344, 356 (1999) (30-day removal period runs from the service of the summons
22 and complaint).

23 **B. The Procedural Requirements of Removal Are Met**

24 7. On November 19, 2020, prior to the filing of Defendant’s Notice of
25 Removal, Defendant filed and served an Answer to Plaintiff’s Complaint in the Superior
26 Court. A true and correct copy of the Answer and the accompanying proof of service
27 is attached as **Exhibit C**. Pursuant to 28 U.S.C. § 1446(a), copies of all process,
28 pleadings and orders served upon Defendant are attached as “**Exhibit A**” to this Notice

1 of Removal. Pursuant to 28 U.S.C. § 1446(d), a copy of this Notice of Removal is being
2 served upon counsel for Plaintiff and a “Notice to State Court and Adverse Parties of
3 Removal of Action” (to include a copy of this Notice of Removal and all Exhibits) will
4 be promptly filed with the Clerk of the Superior Court in San Bernardino County, and
5 served on all other parties to this action.

6 **V. THIS COURT HAS JURISDICTION UNDER CAFA**

7 8. In its decision in *Dart Cherokee Basin Operating Co. v. Owens*, 135 S.Ct.
8 547 (2014), the United States Supreme Court clarified the standards applicable to
9 notices of removal in CAFA cases, confirming a liberal standard in favor of removing
10 Defendant. Specifically the Supreme Court found that the similarity of language
11 between the removal statute and Rule 8(a) can only mean that the same liberal pleading
12 standards applied to complaints must also apply to notices of removal. *Id.* The Supreme
13 Court also held in *Dart* that a removing defendant is **not required** to include evidence
14 with its pleading in order to establish that the elements of federal subject matter
15 jurisdiction are met. *Id.* at 552-553. Only if the Court or another party challenges
16 jurisdiction should the Court require a removing defendant to prove, under the
17 applicable “preponderance” standard, that the jurisdictional requirements are met. “In
18 sum, as specified in § 1446(a), a defendant’s notice of removal need include only a
19 plausible allegation that the amount in controversy exceeds the jurisdictional threshold.
20 Evidence establishing the amount is required by § 1446(c)(2)(B) only when the plaintiff
21 contests, or the court questions, the defendant’s allegation.” *Id.* at 554. In addition,
22 there exists no “presumption against removal” in CAFA cases, because CAFA was
23 specifically enacted by Congress “to facilitate adjudication of certain class actions in
24 federal court.” *Id.*

25 9. Under CAFA, federal district courts have original jurisdiction over a class
26 action if (1) it involves 100 or more putative class members, (2) any class member is a
27 citizen of a state different from any defendant, and (3) the aggregated amount in
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1 controversy exceeds \$5 million (exclusive of costs and interest). *See* 28 U.S.C. §§
2 1332(d)(2), d(5), and (d)(6). CAFA applies to certain “class actions,” which the statute
3 defines as “any civil action filed under rule 23 of the Federal Rules of Civil Procedure
4 or similar State statute.” 28 U.S.C. § 1332(d)(1)(B).

5 **B. Plaintiff Asserts A Class Action Against Defendant**

6 10. Plaintiff plainly brings this lawsuit as a class action. The Complaint itself
7 is titled “CLASS ACTION COMPLAINT”, Plaintiff states in the very first paragraph
8 that Plaintiff “brings this putative class action against [Defendant]... on behalf of
9 himself individually and a putative class of California citizens who are and were
10 employed by Defendants”¹ and states in the Jurisdiction and Venue section that “[t]his
11 a class action pursuant to California Code of Civil Procedure § 382.” (**Exhibit A**,
12 Complaint at Caption and ¶¶ 1, 6.) Accordingly, CAFA applies. *E.g., Bodner v. Oreck*
13 *Direct, LLC*, No. C 0604756, 2006 WL 2925691, at *3 (N.D. Cal. Oct. 12, 2006)
14 (CAFA applies where “Plaintiffs’ complaint alleges that the action is a class action, and
15 recites the prerequisites to a class action under . . . California Code of Civil Procedure
16 Section 382”).

17 **C. The Number of Putative Class Members Exceeds 100**

18 11. Plaintiff seeks to represent a class of all California citizens currently and
19 formerly employed by Defendants as non-exempt employees in the State of California
20 through the date of class certification. (“Class”) (**Exhibit A**, Complaint at ¶ 20.)
21 Plaintiff alleges that at all times relevant, Defendant was the “employer” of Plaintiff
22 and of the Putative Class Members. (**Exhibit A**, Complaint at ¶¶ 10, 14.)

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27 ¹There is only one Defendant (RENTOKIL NORTH AMERICA, INC.) sued in the lawsuit but
28 Plaintiff refers to “Defendants” in the Complaint by including the DOES 1 through 20 in the
definition of “Defendants.” (**Exhibit A**, Complaint at ¶ 1.)

1 12. Although Plaintiff’s Complaint does not allege a specific number of
2 persons who meet his proposed class definition,² based upon inspection of Defendant’s
3 employment records the number of individuals employed by Defendant as non-exempt
4 employees in California during the time period from September 24, 2016 to the present
5 exceeds 1,900. Thus, as defined in the Complaint, the putative class exceeds 100.

6 **D. Defendant is not a Governmental Entity**

7 13. Under 28 U.S.C. § 1332(d)(5)(B), CAFA does not apply to class actions
8 where “primary Defendants are States, State officials, or other governmental entities
9 against whom the district court may be foreclosed from ordering relief.”

10 14. Defendant is a corporation incorporated in Pennsylvania and is not a state,
11 state official or other government entity exempt from CAFA.

12 **E. There Is Diversity Between At Least One Class Member And Any**
13 **One Defendant**

14 15. CAFA’s minimal diversity requirement is satisfied, inter alia, when “any
15 member of a class of plaintiffs is a citizen of a State different from any defendant.” 28
16 U.S.C. §§ 1332(d)(2)(A); 1453(b). Minimal diversity of citizenship exists here because
17 Plaintiff and Defendant are citizens of different states.

18 16. Plaintiff has conceded that he is domiciled in California. (**Exhibit A**,
19 Complaint at ¶ 10.) Allegations of residency in a state court complaint can create a
20 rebuttable presumption of domicile supporting diversity of citizenship. *Lew v. Moss*,
21 797 F.2d 747, 751 (9th Cir. 1986); *see also State Farm Mut. Auto. Ins. Co. v. Dyer*, 19
22 F.3d 514, 519-20 (10th Cir. 1994) (allegation by a party in state court complaint of
23 residency “created a presumption of continuing residence in [state] and put the burden
24 of coming forward with contrary evidence on the party seeking to prove otherwise”).
25 At the time Plaintiff commenced this action and at the time of removal, Plaintiff alleged

26 _____
27 ²Plaintiff alleges that the class is estimated to be greater than twenty-five (25) individuals and alleges
28 that the identity of such membership is “readily ascertainable by inspection of Defendants’
employment records.” (**Exhibit A**, Complaint at ¶ 25(a).)

1 that he resided in the State of California. (**Exhibit A**, Complaint at ¶ 10.) Therefore,
2 Plaintiff is a citizen of California for diversity purposes.

3 17. Conversely, Defendant is not citizen of California. It is citizen of
4 Pennsylvania. For diversity purposes, a corporation is deemed a citizen of its state of
5 incorporation and the state where it has its principal place of business. 28 U.S.C. §
6 1332(c)(1). The principal place of business is “where a corporation’s officers direct,
7 control, and coordinate the corporation’s activities.” See *Hertz Corp. v. Friend*, 130
8 U.S. 1181, 1192-93 (2010). At the time this action was commenced in state court,
9 Defendant was, and remains, a Pennsylvania corporation with its principal place of
10 business in Wyomissing, Pennsylvania where it has its corporate offices and
11 headquarters, and where Defendant’s executive and administrative functions are
12 located.

13 18. Accordingly, the named Plaintiff is a citizen of a state different from
14 Defendant, and diversity exists for purposes of CAFA jurisdiction. See 28 U.S.C. §§
15 1332(d)(2)(A), 1453.

16 **F. The Amount in Controversy Exceeds \$5,000,000³**

17 19. CAFA’s \$5,000,000 threshold for the “amount in controversy,” is not the
18 same as the amount ultimately recovered. *Lara v. Trimac Transp. Servs. Inc.*, No. CV
19 10- 4280-GHK JCx, 2010 WL 3119366, at *3 (C.D. Cal. Aug. 6, 2010). Rather, in
20 assessing the amount in controversy, courts must “assume that the allegations of the
21 complaint are true and assume that a jury will return a verdict for the plaintiff on all
22 claims made in the complaint.” *Kenneth Rothschild Trust v. Morgan Stanley Dean*
23 *Witter*, 199 F. Supp. 2d 993, 1001 (C.D. Cal. 2002). The ultimate inquiry is what
24 amount is put “in controversy” by the plaintiffs’ complaint, not what a defendant will
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26 ³ The alleged damage calculations set forth in the instant Notice of Removal are provided for purposes
27 of removal only and based on the presumption of truth to which Plaintiff’s allegations are entitled.
28 Defendant denies that Plaintiff or any putative class member is entitled to any relief whatsoever and expressly reserves the right to challenge Plaintiff’s claims and his alleged damages at every stage of this case.

1 actually owe. *Rippee v. Boston Market Corp.*, 408 F. Supp. 2d 982, 986 (S.D. Cal.
2 2005). After all, “the amount in controversy is simply an estimate of the total amount
3 in dispute, not a prospective assessment of defendant’s liability.” *Lewis v. Verizon*
4 *Communications, Inc.*, 627 F.3d 395, 400 (9th Cir. 2010) (citing *McPhail v. Deere &*
5 *Co.*, 529 F.3d 947, 956 (10th Cir. 2008)). Additionally, “the amount in controversy is
6 not measured by the low end of an open-ended claim, but rather by a reasonable reading
7 of the value of the rights being litigated”); *Valdez v. Allstate Ins. Co.*, 372 F.3d 1115,
8 1117 (9th Cir. 2004) (stating that “[t]he amount-in-controversy inquiry in the removal
9 context is not confined to the face of the complaint”) (citations omitted).

10 20. Congress intended federal jurisdiction to be appropriate under CAFA “if
11 the value of the matter in litigation exceeds \$5,000,000 either from the viewpoint of the
12 plaintiff or the viewpoint of the defendant, and regardless of the type of relief sought
13 (e.g., damages, injunctive relief, or declaratory relief).” Senate Judiciary Committee
14 Report, S. REP. 109-14 at 42. In addition, the Senate Judiciary Committee’s Report on
15 the final version of CAFA makes clear that any doubts regarding the maintenance of
16 interstate class actions in state or federal court should be resolved in favor of federal
17 jurisdiction. S. REP. 109-14 at 42-43 (“[I]f a federal court is uncertain about whether
18 ‘all matters in controversy’ in a purported class action ‘do not in the aggregate exceed
19 the sum or value of \$5,000,000,’ the court should err in favor of exercising jurisdiction
20 over the case ... **[Section 1332(d)] should be read broadly, with a strong preference**
21 **that interstate class actions should be heard in federal court if removed by the**
22 **defendant.**” (emphasis added))

23 21. In calculating the amount in controversy, the claims of class members may
24 be aggregated to determine whether the amount in controversy has been satisfied. 28
25 U.S.C. § 1332(d)(6).

26 22. Plaintiff’s Complaint is silent as to the total amount in
27 controversy. However, as demonstrated herein, the Plaintiff’s allegations, when
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1 accepted as true, place more \$5,000,000 in controversy in this lawsuit. By
2 demonstrating that the amount in controversy exceeds the CAFA threshold, Defendant
3 in no way concedes the validity of Plaintiff’s claims in any respect or the likelihood that
4 Plaintiff will obtain certification or recover anything.

5 23. With respect to his claims for unpaid wages, Plaintiff’s Seventh Cause of
6 Action alleges violation of the California Unfair Competition Law (“UCL”), Business
7 and Professions Code § 17200, *et seq.* (See **Exhibit A**, Complaint ¶¶ 86 - 96.) Alleging
8 a UCL violation extends the statute of limitations on certain of Plaintiff’s wage claims
9 from three to four years. See Cal. Bus. & Prof. Code § 17208; *Cortez v. Purolator Air*
10 *Filtration Products Co.*, 23 Cal. 4th 163, 178-79 (2000) (four-year statute of limitations
11 for restitution of wages under the UCL); (See also **Exhibit A**, Complaint, at Prayer for
12 Relief, 10 (specifically seeking to recover restitution under the UCL).)

13 1. Plaintiff’s First Cause of Action (Unpaid Minimum Wage)

14 24. With respect to his minimum wage claim, Plaintiff alleges that Defendant
15 failed to pay minimum wage to Plaintiff and the Putative Class Members.⁴ (**Exhibit A**,
16 Complaint at ¶ 40.) Although Plaintiff’s minimum wage allegations are simply too
17 vague and inadequate to allow even for an estimation of the potential wages due as a
18 result of Defendant’s failure to pay minimum wage (after all, by how much does the
19 amount Defendant pays fall below the minimum?), Plaintiff also seeks penalties with
20 respect to those claims, which does lend itself to calculation.

21 25. In that regard, Plaintiff is seeking at least \$100 per pay period in which
22 Defendant failed to pay minimum wage, in form of penalties under Labor Code, §§ 210.
23 (**Exhibit A**, Complaint at ¶ 5.) In fact, he is seeking \$100 per pay period for each initial
24

25 ⁴While Plaintiff’s minimum wage allegations are both inadequate under the applicable pleading
26 standards and absurd based on his and other class members’ hourly rates of pay, they must be accepted
27 as true for purposes of calculating the amount in controversy. See *Kenneth Rothschild Trust v. Morgan*
28 *Stanley Dean Witter*, 199 F. Supp. 2d 993, 1001 (C.D. Cal. 2002). Defendant ’ calculations comply
with that mandate, while Defendant does not waive its right to challenge Plaintiff’s allegations at the
pleadings stage and beyond.

1 failure to timely pay minimum wages and \$250 per pay period for each subsequent
2 failure to do so. (*Id.*)

3 26. Thus, based on Plaintiff's broad minimum wage allegations coupled with
4 the fact that he is seeking \$100 per pay period, and based on the fact that penalties are
5 limited to 1-year statutes of limitations under California law, Plaintiff is seeking \$100
6 x the number of pay periods from September 24, 2019 to the present, which is more
7 than fifty-two (52) weeks.

8 27. Over the course of the past year, Defendant has employed more than 1,000
9 Putative Class Members. Using that number and limiting the recovery period to just five
10 pay periods (which is less than 10% of the pay periods than are at issue), there are 5,000
11 impacted pay periods. Accordingly, the amount in controversy for Plaintiff's minimum
12 wage claim, excluding the wages and liquidated damages sought, is **at least \$500,000**
13 (5,000 pay periods x \$100 penalty).

14 2. Plaintiff's Second Cause of Action (Unpaid Overtime Wages)

15 28. Plaintiff's second cause of action alleges that Defendant required Plaintiff
16 and other Putative Class Members to work in excess of eight (8) hours in a day, forty
17 (40) hours in a week, and/or for a seventh consecutive day in a workweek without
18 paying overtime wages to Plaintiff and other putative class members. (**Exhibit A**,
19 Complaint at ¶ 52.) Plaintiff further alleges that Defendants failed to pay Plaintiff and
20 Class Members overtime wages for all overtime hours worked when Plaintiff and Class
21 Members worked in excess of eight (8) hours in a day, forty (40) hours in a week and/or
22 for a seventh consecutive day of work in a workweek, or when Plaintiff and Class
23 Members worked in excess of twelve (12) hours in a day and/or in excess of eight (8)
24 hours on the seventh day of work in a work week. (**Exhibit A**, Complaint at ¶ 53.)

25 29. Plaintiff's allegations with respect to his overtime claims do not adequately
26 state the number of hours of overtime worked, the amount of overtime owed, or even
27 whether the class members were denied the whole of the time-and-a-half their regular
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1 rate owed them or, instead, whether they were paid straight time for hours worked
2 beyond eight (8) in a day or forty (40) in a week and therefore they are merely seeking
3 the remaining half-time their regular rate. (**Exhibit A**, Complaint at ¶¶ 43-56.) For that
4 reason, Defendant bases its calculations on the lower of each possibility for purposes of
5 determining the amount in controversy.

6 30. Defendant's calculations are based on the following information obtained
7 from Defendant's payroll data:

8 • During the class period starting with September 24, 2016 and proceeding
9 to the present, Defendant employed approximately 1,951 Putative Class Members and
10 worked at least 200,000 workweeks.

11 • During the class period starting with September 24, 2016 and proceeding
12 to the present, the average hourly rate of pay for Putative Class Members was more than
13 \$18.86. Thus, the pay rate for calculating the amount in controversy for Plaintiff's
14 second cause of action is at least \$9.00 per hour of overtime worked (\$9.00).⁵

15 • During the class period starting with September 24, 2016 and proceeding
16 to the present, Putative Class Members worked at least 868,250 overtime hours.

17 31. Therefore, applying Plaintiff's allegations that Defendant did not pay an
18 1.5 X overtime premium for these overtime hours, the amount in controversy for
19 Plaintiff's second cause of action alone amounts to at least **\$7,814,250**, which is reached
20 by multiplying the number of overtime hours Putative Class Members worked x the
21 overtime rate of \$9.00 per hour ($868,250 \times 9.00 = 7814250$). This does not account for
22 double-time hours, which would add an additional amount in controversy to the
23 Overtime Cause of Action.

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25 _____
26 ⁵This rate interprets Plaintiff's allegations to mean that he is only seeking overtime at the rate of .5
27 times the regular hourly rate based on the allegation that he and the Putative Class Members were not
28 paid a premium for their overtime hours worked. If his vague allegations are intended to claim that
he and Putative Class Members were not paid **at all** for their overtime hours worked, the amount in
controversy for his second cause of action would increase.

1 3. Plaintiff’s Third Cause of Action (Unpaid Meal Premiums)

2 32. With respect to his meal period claim, Plaintiff alleges that he and Putative
3 Class Members did not receive compliant meal periods for working more than five (5)
4 and/or ten (10) hours per day because their meal periods were missed, late, short,
5 interrupted, and/or they were not permitted to take a second meal period. (**Exhibit A**,
6 Complaint at ¶ 62.). Plaintiff further alleges that one of the common questions of fact
7 in this case is whether Defendant “deprived Plaintiff and Class Members of timely meal
8 periods or required Plaintiff and Class Members to work through meal periods without
9 proper compensation.” (**Exhibit A**, Complaint at ¶ 24.c.). And that Defendant failed
10 to pay Plaintiff and Putative Class Members one additional hour of pay at the
11 employee’s rate of compensation for each work day that a compliant meal period is not
12 provided. (**Exhibit A**, Complaint at ¶ 65.) Plaintiff further alleges that Defendant
13 systematically engaged in unlawful conduct in violation of the California Labor Code
14 and ICW Wage Orders by not providing Putative Class Members with meal breaks.
15 (**Exhibit A**, Complaint at ¶¶ 90.) Plaintiff seeks to recover unpaid meal period premium
16 payments. (**Exhibit A**, Complaint at ¶ 36.).

17 33. Based on a review of Defendant’s records, Putative Class Members’ shifts
18 regularly exceeded five (5) hours per day. Indeed, the rate at which the Putative Class
19 Members worked shifts exceeding five (5) hours was greater than once per workweek.

20 34. Thus, based on Plaintiff’s allegation that he and the Putative Class
21 Members were systematically denied legally-compliant meal periods when they worked
22 more five (5) hours in a shift, coupled with the frequency of which Putative Class
23 Members actually worked five or more hours in a workweek, the amount in controversy
24 for Plaintiff’s third cause of action for meal period premiums is equal to **\$3,600,000**
25 based on the calculation of 200,000 workweeks x the minimum average hourly rate or
26 $\$18.00 = 3,600,000$.

1 4. Plaintiff's Fourth Cause of Action (Unpaid Rest Premiums)

2 35. With respect to his rest period claim, Plaintiff alleges that he and other
3 class members did not receive a ten (10) minute rest period per each four (4) hour period
4 worked or major fraction thereof because they were required to work through their daily
5 rest periods, were not permitted to take daily rest periods, and/or were not authorized to
6 take their rest periods. (**Exhibit A**, Complaint at ¶ 69.). As noted in the preceding
7 section, Plaintiff further alleges that Defendant systematically engaged in unlawful
8 conduct in violation of the California Labor Code and ICW Wage Orders by not
9 providing Putative Class Members with rest breaks. (**Exhibit A**, Complaint at ¶¶ 90.)
10 Plaintiff seeks to recover unpaid rest period premium payments. (**Exhibit A**, Complaint
11 at ¶ 36.).

12 36. Based on a review of Defendant's records, the shifts of the Putative Class
13 Members regularly exceeded four (4) hours per day. Indeed, the rate at which the
14 Putative Class Members worked shifts exceeding four (4) hours was greater than once
15 per workweek.

16 37. Thus, based on Plaintiff's allegation that he and the Putative Class
17 Members were denied legally-compliant rest periods when they worked more than four
18 (4) hours in a shift, coupled with the frequency of which Plaintiff and the Putative Class
19 Members actually worked four or more hours in a workweek, the amount in controversy
20 for Plaintiff's fourth cause of action for rest period premiums is equal to **\$3,600,000**
21 based on the calculation of 200,000 workweeks x the minimum average hourly rate or
22 $\$18.00 = 3,600,000$.

23 5. Plaintiff's Fifth Cause of Action (Non-compliant Wage
24 Statements)

25 38. With respect to his non-compliant wage statement claims, Plaintiff alleges,
26 without qualification, that Defendant failed to provide Plaintiff and the Putative Class
27 Members with complete and accurate wage statements. (**Exhibit A**, Complaint at ¶75.)
28 Again, Plaintiff further alleges that Defendant systematically engaged in unlawful

1 conduct in violation of the California Labor Code and ICW Wage Orders by not
2 furnishing Putative Class Members with accurate wage statements. (**Exhibit A**,
3 Complaint at ¶¶ 90.) Under the Labor Code section 226, the penalty for non-compliant
4 wage statements is \$50 for the initial pay period in which a violation occurs and \$100
5 for subsequent pay periods, up to maximum of \$4,000 per affected employee. (**Exhibit**
6 **A**, Complaint at ¶ 77.) Claims for non-compliant wage statements are subject to a one-
7 year statute of limitations. *See* Cal. Code Civ. Proc. § 340(a).

8 39. During the one-year preceding filing, Defendant employed more than
9 1,000 Putative Class Members in the State of California. Accordingly, with twenty-six
10 (26) pay periods at issue, the amount in controversy for Plaintiff’s fifth cause of action
11 for inaccurate wage statements is **\$2,550,000** based on the calculation of 1,000 (number
12 of Putative Class Members) x \$50 (initial pay period) + \$100 x 25 (subsequent pay
13 periods).

14 6. Plaintiff’s Sixth Cause of Action (Final Wages Not Timely Paid)

15 40. With respect to his sixth cause of action for waiting time penalties, Plaintiff
16 alleges, without qualification, that Defendant intentionally and willfully failed to pay
17 Plaintiff and the other class members who were no longer employed their wages within
18 seventy-two (72) hours of termination. (**Exhibit A**, Complaint at ¶ 82.) Plaintiff seeks
19 to recover each employee’s wages which continue to accrue for 30 days following their
20 termination. (**Exhibit A**, Complaint at ¶¶ 85, Complaint at Prayer for Relief, No. 13.)
21 The statute of limitations on Plaintiff’s waiting time penalties claim is three years. *See*
22 *Pineda v. Bank of Am., N.A.*, 50 Cal. 4th 1389, 1404 (2010); see also Cal. Civ. Proc.
23 Code § 338(a).

24 41. Based on a review of Defendant’s employment records, Defendant has had
25 more than 780 Putative Class Members terminate their employment within the three
26 year statute of limitations. Using the average rate of pay for the past three years
27 according to Defendant’s pay data, which is over \$18.00, as the applicable rate of pay,
28

1 and assuming a conservative average shift length of 6 hours, the amount in controversy
2 for Plaintiff's waiting time claim is more than **\$2,527,200**, based on the calculation of
3 the number of terminated Putative Class Members x the average rate of pay x 6 hours x
4 30 days.

5 7. Minimum Amount in Controversy for Plaintiff's Claims

6 42. Based on the foregoing, the amount in controversy for Plaintiff's claims
7 exceeds the \$5,000,000 threshold. Specifically, the **minimum** amounts placed into
8 controversy by Plaintiff's causes of action are:

9 **VI. First cause of action = \$500,000**

10 **VII. Second cause of action = \$7,814,250**

11 **VIII. Third cause of action = \$3,600,000**

12 **IX. Fourth cause of action = \$3,600,000**

13 **X. Fifth cause of action = \$2,550,000**

14 **XI. Sixth cause of action = \$2,527,200**

15 43. Thus, the total **minimum** amount placed in controversy by Plaintiff's
16 Complaint is well over \$5,000,000.

17 8. Attorney's Fees

18 44. Attorneys' fees are also includable in the amount in controversy where the
19 underlying statute authorizes an award of fees. *Lowdermilk v. U.S. Bank Nat'l Ass'n*,
20 479 F.3d 994, 1000 (9th Cir. 2007) *overruled on other grounds by Standard Fire Ins.*
21 *Co. v. Knowles*, 133 S.Ct. 1345 (2013). Plaintiff is seeking attorneys' fees with respect
22 to causes of action one, five, and seven. (**Exhibit A**, Complaint at Prayer for Relief.)
23 The Ninth Circuit has recognized 25% as an appropriate benchmark for fee awards in
24 class action cases. *See Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1029 (9th Cir. 1998).
25 Under that benchmark, and based on the demonstrated amount in controversy for causes
26 action one through seven it is reasonable to place the attorneys' fees in controversy at a
27 minimum of \$5,100,000. Adding that amount to the previously calculated minimum
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1 values only serves to underscore the conclusion that this case easily exceeds the
2 \$5,000,000 threshold.

3 **XII. CONCLUSION**

4 45. This Court has original jurisdiction over Plaintiff's claims by virtue of the
5 Class Action Fairness Act. To the extent that this Court lacks original jurisdiction over
6 any of Plaintiff's claims, it has supplemental jurisdiction over those claims. This action
7 is thus properly removable to federal court pursuant to 28 U.S.C. § 1441. In the event
8 this Court has a question regarding the propriety of this Notice of Removal, Defendant
9 requests the opportunity to submit evidence, points and authorities supporting the
10 removal of this action.

11 WHEREFORE, Defendant removes the above-action to this Court.

12
13 Dated: November 20, 2020

COZEN O'CONNOR

14
15 By: /s/ Jason E. Barsanti

Jason E. Barsanti

Brett Greving

Attorneys for Defendant

RENTOKIL NORTH AMERICA, INC.

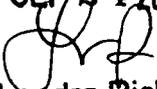
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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

SEP 24 2020

LaShondra Richardson

Attorneys for Plaintiff Patrick Dotan, individually,
and on behalf of all others similarly situated.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

PATRICK DOTAN, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

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

Defendants.

Case No. **CIV DS 2020466**

CLASS ACTION COMPLAINT FOR:

1. Failure to Pay Minimum Wages;
2. Failure to Pay Overtime Wages and Commissions;
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.*

DEMAND FOR JURY TRIAL

201005-0321/0320

RECEIVED

SEP 24 REC'D

SUPERIOR COURT
SAN BERNARDINO COUNTY

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

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Patrick Dotan (“Plaintiff”) brings this putative class action against
5 defendants Rentokil North America, Inc., and DOES 1 through 20, inclusive (collectively,
6 “Defendants”), on behalf of himself individually and a putative class of California citizens who
7 are and were employed by Defendants as non-exempt employees throughout California.

8 2. Defendants are in the business of pest control.

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

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

- 15 (a) failing to pay all wages (including minimum wages, commissions, and
- 16 overtime wages) at the proper rate;
- 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 all wages due upon separation of employment.

22 5. Plaintiff seeks monetary relief against Defendants on behalf of himself and all
23 others similarly situated in California to recover, among other things, unpaid wages and
24 benefits, interest, attorneys’ fees, costs and expenses, and penalties pursuant to Labor Code §§
25 201-203, 204, 210, 223, 226, 226.7, 510, 512, 1182.12, 1194, 1194.2, 1197, 1198, and Code of
26 California Civil Procedure § 1021.5.

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JURISDICTION AND VENUE

6. This is a class action pursuant to California Code of Civil Procedure § 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial.

7. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction in all causes, except those given by statutes to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

8. This Court has jurisdiction over all Defendants because, upon information and belief, they are citizens of California, 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.

9. Venue is proper in this Court because, upon information and belief, Defendants reside, transact business, or have offices in this county, and/or the acts and omissions alleged herein took place in this county.

THE PARTIES

10. Plaintiff is a resident of California and worked for Defendants in California during the relevant time periods as alleged herein.

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

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

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Class

All California citizens currently or formerly employed by Defendants as non-exempt employees in the State of California at any time between April 5, 2019 and the date of class certification (“Class”).

21. Plaintiff also seeks to certify the following subclass of employees:

Waiting Time Subclass

All Class Members who separated their employment with Defendants at any time between April 5, 2019 and the date of class certification (“Subclass” or “Waiting Time Subclass”).

22. 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.

23. Members of the Class and the Subclass described above will be collectively referred to as “Class Members.”

24. 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:

- (a) Whether Defendants failed to pay Plaintiff and Class Members all wages (including minimum wages and overtime wages) for all hours worked and commissions earned by Plaintiff and Class Members.
- (b) Whether Defendants required Plaintiff and Class Members to work over eight (8) hours per day, over twelve (12) hours per day, over forty (40) hours per week, and/or seven (7) consecutive days and failed to pay them overtime compensation at the proper rate.
- (c) Whether Defendants deprived Plaintiff and Class Members of timely meal periods or required Plaintiff and Class Members to work through meal periods without proper compensation.

- 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 without proper compensation.
- 4 (e) Whether Defendants failed to provide Plaintiff and Class Members
- 5 accurate itemized wage statements.
- 6 (f) Whether Defendants failed to timely pay the Waiting Time Subclass all
- 7 wages due upon termination or within seventy-two (72) hours of
- 8 resignation.
- 9 (g) Whether Defendants' conduct was willful or reckless.
- 10 (h) Whether Defendants engaged in unfair business practices in violation of
- 11 Business and Professions Code §§ 17200, *et seq.*

12 25. There is a well-defined community of interest in this litigation and the proposed
13 Class and Subclass are readily ascertainable:

14 (a) Numerosity: The Class Members are so numerous that joinder of all
15 members is impractical. Although the members of the entire Class and Subclass are unknown
16 to Plaintiff at this time, on information and belief, the class is estimated to be greater than
17 twenty-five (25) individuals. The identities of the Class Members are readily ascertainable by
18 inspection of Defendants' employment and payroll records.

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

25 (c) Adequacy: Plaintiff will fairly and adequately represent and protect the
26 interests of all Class Members because it is in her best interest to prosecute the claims alleged
27 herein to obtain full compensation and penalties due to her and the Class Members. Plaintiff's
28 attorneys, as proposed class counsel, are competent and experienced in litigating large

1 employment class actions and versed in the rules governing class action discovery,
2 certification, and settlement. Plaintiff has incurred and, throughout the duration of this action,
3 will continue to incur attorneys' fees and costs that have been and will be necessarily expended
4 for the prosecution of this action for the substantial benefit of the Class Members.

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

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

18 **GENERAL ALLEGATIONS**

19 26. At all relevant times mentioned herein, Defendants employed Plaintiff and other
20 California residents as non-exempt employees at Defendants' California business location(s).

21 27. Defendant employed Plaintiff as a non-exempt employee at Defendants'
22 California business location.

23 28. Defendants continue to employ non-exempt employees within California.

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

28

1 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
2 should have known that Plaintiff and Class Members were entitled to receive wages for all time
3 worked (including minimum wages and overtime wages) and that they were not receiving all
4 wages earned for work that was required to be performed. In violation of the Labor Code and
5 IWC Wage Orders, Plaintiff and Class Members were not paid all wages (including minimum
6 wages and overtime wages) for all hours worked at the correct rate due to requiring off-the-
7 clock work and failing to include incentive pay in the overtime rate, among other issues.
8 Plaintiff and Class Members also were not paid all earned commissions.

9 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
10 should have known that Plaintiff and Class Members were entitled to receive all required meal
11 periods or payment of one (1) additional hour of pay at Plaintiff's and Class Members' regular
12 rate of pay when they did not receive a timely, uninterrupted meal period. In violation of the
13 Labor Code and IWC Wage Orders, Plaintiff and Class Members did not receive all meal
14 periods or payment of one (1) additional hour of pay at Plaintiff's and Class Members' regular
15 rate of pay when they did not receive a timely, uninterrupted meal period.

16 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
17 should have known that Plaintiff and Class Members were entitled to receive all rest breaks or
18 payment of one (1) additional hour of pay at Plaintiff's and Class Members' regular rate of pay
19 when a rest break was missed. In violation of the Labor Code and IWC Wage Orders, Plaintiff
20 and Class Members did not receive all rest breaks or payment of one (1) additional hour of pay
21 at Plaintiff's and Class Members' regular rate of pay when a rest break was missed.

22 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
23 should have known that Plaintiff and Class Members were entitled to receive itemized wage
24 statements that accurately showed the following information pursuant to the Labor Code: (1)
25 gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units
26 earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all
27 deductions, provided that all deductions made on written orders of the employee may be
28 aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period

1 for which the employee is paid; (7) the name of the employee and only the last four digits of his
2 or 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. In violation of the Labor Code, Plaintiff and Class Members
6 were not provided with accurate itemized wage statements.

7 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
8 should have known that the Waiting Time Subclass was entitled to timely payment of wages
9 due upon separation of employment. In violation of the Labor Code, the Waiting Time Subclass
10 did not receive payment of all wages within permissible time periods.

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

15 36. Therefore, Plaintiff brings this lawsuit seeking monetary and injunctive relief
16 against Defendants on behalf of himself and all Class Members to recover, among other things,
17 unpaid wages (including minimum wages and overtime wages), unpaid meal period premium
18 payments, unpaid rest period premium payments, interest, attorneys' fees, penalties, costs, and
19 expenses.

20 **FIRST CAUSE OF ACTION**

21 **FAILURE TO PAY MINIMUM WAGES**

22 (Violation of Labor Code §§ 1182.12, 1194, 1194.2, and 1197; Violation of IWC Wage Order)

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

25 38. Labor Code §§ 1194 and 1197 provide that the minimum wage for employees
26 fixed by the IWC is the minimum wage to be paid to employees, and the payment of a lesser
27 wage than the minimum so fixed is unlawful.

28

1 excess of eight (8) hours in a day or more than forty (40) hours in a workweek and for the first
2 eight (8) hours of work on the seventh day of work in a workweek.

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

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

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

16 50. Plaintiff and Class Members were non-exempt employees entitled to the
17 protections of California Labor Code §§ 510 and 1194.

18 51. During the relevant time period, Defendants failed to pay Plaintiff and class
19 members earned commissions.

20 52. During the relevant time period, Defendants required Plaintiff and Class
21 Members to work in excess of eight (8) hours in a day, forty (40) hours in a week, and/or for a
22 seventh consecutive day in a workweek without paying Plaintiff and Class Members overtime
23 wages for their work.

24 53. During the relevant time period, Defendants failed to pay Plaintiff and Class
25 Members overtime wages for all overtime hours worked when Plaintiff and Class Members
26 worked in excess of eight (8) hours in a day, forty (40) hours in a week and/or for a seventh
27 consecutive day of work in a workweek, or when Plaintiff and Class Members worked in
28

1 excess of twelve (12) hours in a day and/or in excess of eight (8) hours on the seventh day of
2 work in a work week.

3 54. In violation of state law, Defendants knowingly and willfully refused to perform
4 their obligations and compensate Plaintiff and Class Members for all wages earned and all
5 hours worked.

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

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

12 **THIRD CAUSE OF ACTION**

13 **FAILURE TO PROVIDE MEAL PERIODS**

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

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

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

19 59. Section 11 of the applicable IWC Wage Order states, "[n]o employer shall
20 employ any person for a work period of more than five (5) hours without a meal period of not
21 less than 30 minutes, except that when a work period of not more than six (6) hours will
22 complete the day's work the meal period may be waived by mutual consent of the employer and
23 the employee."

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

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

3 69. During the relevant time period, Plaintiff and Class Members did not receive a
4 ten (10) minute rest period for every four (4) hours or major fraction thereof worked because
5 they were required to work through their daily rest periods, were not permitted to take timely
6 rest periods, and/or were not authorized to take their rest periods.

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

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

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

16 **FIFTH CAUSE OF ACTION**

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

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

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

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

1 security number, (8) the name and address of the legal entity that is the employer, and (9) all
2 applicable hourly rates in effect during the pay period and the corresponding number of hours
3 worked at each hourly rate by the employee.

4 75. During the relevant time period, Defendants have knowingly and intentionally
5 failed to comply with Labor Code § 226(a) on wage statements that were provided to Plaintiff
6 and Class Members. Defendants provided Plaintiff and Class Members with wage statements
7 that were missing or inaccurately stated one or more of the following items: (1) gross wages
8 earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and
9 any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions,
10 provided that all deductions made on written orders of the employee may be aggregated and
11 shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the
12 employee is paid, (7) the name of the employee and the last four digits of his or her social
13 security number or an employee identification number other than a social security number, (8)
14 the name and address of the legal entity that is the employer, and/or (9) all applicable hourly
15 rates in effect during the pay period and the corresponding number of hours worked at each
16 hourly rate by the employee.

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

1 of pay. This has also delayed Plaintiff's ability to demand and recover the underpayment of
2 wages from Defendants.

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

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

14 79. Class Members that are still employed by Defendants are also entitled to
15 injunctive relief under California Labor Code § 226(h), compelling Defendants to comply with
16 California Labor Code § 226. Accordingly, affected Class Members seek the recovery of
17 attorneys' fees and costs incurred in obtaining this injunctive relief.

18 **SIXTH CAUSE OF ACTION**

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

20 (Violation of Labor Code §§ 201, 202, 203; Violation of IWC Wage Order)

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

23 81. Labor Code §§ 201 and 202 provide that if an employer discharges an employee,
24 the wages earned and unpaid at the time of discharge are due and payable immediately, and that
25 if an employee voluntarily leaves his employment, his or her wages shall become due and
26 payable not later than seventy-two (72) hours thereafter, unless the employee has given
27 seventy-two (72) hours previous notice of an intention to quit, in which case the employee is
28 entitled to 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 89. Defendants' policies and practices violated state law in at least the following
4 respects:

- 5 (a) Failing to pay all wages earned (including commissions, minimum wage,
6 and overtime wages) to Plaintiff and Class Members in violation of
7 Labor Code §§ 223, 510, 1182.12, 1194, 1194.2, 1197, and 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
19 Code §§ 201, 202, and 203.

20 90. 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 and commissions, failing to provide meal periods and rest breaks or compensation in lieu
23 thereof, failing to furnish accurate wage statements, and failing to pay all wages due and owing
24 upon separation of employment in a timely manner, all in order to decrease their costs of doing
25 business and increase their profits.

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

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
6 to 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,
12 unfair, or fraudulent and, therefore, constituting unfair competition under Business and
13 Professions Code §§ 17200, *et seq.*;

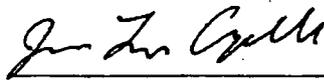
14 12. For pre-judgment interest;

15 13. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted
16 by law, including, but not limited to, Code of Civil Procedure § 1021.5 and Labor Code §§
17 226(e) and 1194; and

18 14. For such other relief as the Court deems just and proper.

19 Dated: September 23, 2020

AEGIS LAW FIRM, PC

20
21 By: 

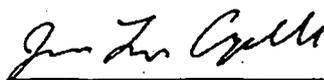
Jessica L. Campbell
Attorneys for Plaintiff Patrick Dotan

DEMAND FOR JURY TRIAL

22
23
24 Plaintiff hereby demands a jury trial with respect to all issues triable of right by jury.

25 Dated: September 23, 2020

AEGIS LAW FIRM, PC

26
27 By: 

Jessica L. Campbell
Attorneys for Plaintiff Patrick Dotan

RECEIVED

SEP 24 REC'D

SUPERIOR COURT
SAN BERNARDINO COUNTY

ORIGINAL

SUM-100

**SUMMONS
(CITACION JUDICIAL)**

FOR COURT USE ONLY
(SOLAMENTE PARA USO DE LA CORTE)

FILED

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

SEP 24 2020

[Signature]
LaShondra Richardson

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

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

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

PATRICK DOTAN, individually and on behalf of all others similarly situated,

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):
Superior Court of the State of California, County of San Bernardino
247 W. Third Street, San Bernardino, CA 92415

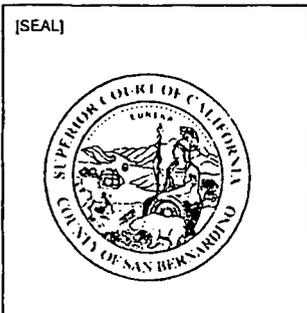
CASE NUMBER: (Número del Caso)
CIV DS 2020466

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Jessica L. Campbell, AEGIS LAW FIRM, P.C., 9811 Irvine Center Drive, Suite 100, Irvine, CA 92618, 949-379-6250

DATE: **SEP 24 2020**
(Fecha) Clerk, by *[Signature]* Deputy (Secretario) **LaShondra Richardson**

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010).)



NOTICE TO THE PERSON SERVED: You are served

- as an individual defendant
- as the person sued under the fictitious name of (specify):
- on behalf of (specify): **RENTOKIL North America Inc.**
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
- by personal delivery on (date)

ORIGINAL

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO

Patrick Dotan

Case No. CIV DS 2020466

vs.

CERTIFICATE OF ASSIGNMENT

Rentokil North America, Inc.

A civil action or proceeding presented for filing must be accompanied by this Certificate. If the ground is the residence of a party, name and residence shall be stated.

The undersigned declares that the above-entitled matter is filed for proceedings in the Central District of the Superior Court under Rule 131 and General Order of this court for the checked reason:

- | | | | |
|-------------------------------------|-----------------------------|--------------------------|---|
| <input checked="" type="checkbox"/> | General | <input type="checkbox"/> | Collection |
| | Nature of Action | | Ground |
| <input type="checkbox"/> | 1. Adoption | | Petitioner resides within the district |
| <input type="checkbox"/> | 2. Conservator | | Petitioner or conservatee resides within the district. |
| <input type="checkbox"/> | 3. Contract | | Performance in the district is expressly provided for. |
| <input type="checkbox"/> | 4. Equity | | The cause of action arose within the district. |
| <input type="checkbox"/> | 5. Eminent Domain | | The property is located within the district. |
| <input type="checkbox"/> | 6. Family Law | | Plaintiff, defendant, petitioner or respondent resides within the district. |
| <input type="checkbox"/> | 7. Guardianship | | Petitioner or ward resides within the district or has property within the district. |
| <input type="checkbox"/> | 8. Harassment | | Plaintiff, defendant, petitioner or respondent resides within the district. |
| <input type="checkbox"/> | 9. Mandate | | The defendant functions wholly within the district. |
| <input type="checkbox"/> | 10. Name Change | | The petitioner resides within the district. |
| <input type="checkbox"/> | 11. Personal Injury | | The injury occurred within the district. |
| <input type="checkbox"/> | 12. Personal Property | | The property is located within the district. |
| <input type="checkbox"/> | 13. Probate | | Decedent resided or resides within or had property within the district. |
| <input type="checkbox"/> | 14. Prohibition | | The defendant functions wholly within the district. |
| <input type="checkbox"/> | 15. Review | | The defendant functions wholly within the district. |
| <input type="checkbox"/> | 16. Title to Real Property | | The property is located within the district. |
| <input type="checkbox"/> | 17. Transferred Action | | The lower court is located within the district. |
| <input type="checkbox"/> | 18. Unlawful Detainer | | The property is located within the district. |
| <input type="checkbox"/> | 19. Domestic Violence | | The petitioner, defendant, plaintiff or respondent resides within the district. |
| <input checked="" type="checkbox"/> | 20. Other <u>Employment</u> | | <u>Cause of Action arose within the district</u> |
| <input type="checkbox"/> | 21. THIS FILING WOULD | | NORMALLY FALL WITHIN JURISDICTION OF SUPERIOR COURT |

The address of the accident, performance, party, detention, place of business, or other factor which qualifies this case for filing in the above-designed district is:

Defendant's business functions within the district 15157 SIERRA BONITA LN
NAME - INDICATE TITLE OR OTHER QUALIFYING FACTOR ADDRESS

CHINO CA 91710
CITY STATE ZIP CODE

I declare, under penalty of perjury, that the foregoing is true and correct and that this declaration was executed on September 23, 2020 at Irvine California.

Signature of Attorney/Party

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Jessica L. Campbell, Esq. SBN 280626 AEGIS LAW FIRM, P.C. 9811 Irvine Center Drive, Suite 100 Irvine, CA 92618 TELEPHONE NO.: 949-379-6250 FAX NO.: 949-379-6251 ATTORNEY FOR (Name): Plaintiff Patrick Dotan	FOR COURT USE ONLY FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF SAN BERNARDINO SAN BERNARDINO DISTRICT SEP 24 2020  LaShondra Richardson
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Bernardino STREET ADDRESS: 247 West Third Street MAILING ADDRESS: CITY AND ZIP CODE: San Bernardino, CA 92415 BRANCH NAME: Central	
CASE NAME: Patrick Dotan v. Rentokil North America, Inc., et al.	

CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: CIV DS 2020466 JUDGE: DEPT:
--	--	--

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

a. <input type="checkbox"/> Large number of separately represented parties	d. <input checked="" type="checkbox"/> Large number of witnesses
b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve	e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence	f. <input type="checkbox"/> Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive

4. Number of causes of action (specify): Seven

5. This case is is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: September 23, 2020
 Jessica L. Campbell


 (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

<p style="text-align: center;">NOTICE</p> <ul style="list-style-type: none"> Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions. File this cover sheet in addition to any cover sheet required by local court rule. If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding. Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.
--

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

- Auto (22)—Personal Injury/Property Damage/Wrongful Death
- Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

- Asbestos (04)
 - Asbestos Property Damage
 - Asbestos Personal Injury/Wrongful Death
- Product Liability *(not asbestos or toxic/environmental)* (24)
- Medical Malpractice (45)
 - Medical Malpractice—Physicians & Surgeons
 - Other Professional Health Care Malpractice
- Other PI/PD/WD (23)
 - Premises Liability (e.g., slip and fall)
 - Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
 - Intentional Infliction of Emotional Distress
 - Negligent Infliction of Emotional Distress
 - Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

- Business Tort/Unfair Business Practice (07)
- Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)
- Defamation (e.g., slander, libel) (13)
- Fraud (16)
- Intellectual Property (19)
- Professional Negligence (25)
 - Legal Malpractice
 - Other Professional Malpractice *(not medical or legal)*
- Other Non-PI/PD/WD Tort (35)

Employment

- Wrongful Termination (36)
- Other Employment (15)

Contract

- Breach of Contract/Warranty (06)
- Breach of Rental/Lease Contract *(not unlawful detainer or wrongful eviction)*
- Contract/Warranty Breach—Seller Plaintiff *(not fraud or negligence)*
- Negligent Breach of Contract/Warranty
- Other Breach of Contract/Warranty
- Collections (e.g., money owed, open book accounts) (09)
- Collection Case—Seller Plaintiff
- Other Promissory Note/Collections Case
- Insurance Coverage *(not provisionally complex)* (18)
- Auto Subrogation
- Other Coverage
- Other Contract (37)
 - Contractual Fraud
 - Other Contract Dispute

Real Property

- Eminent Domain/Inverse Condemnation (14)
- Wrongful Eviction (33)
- Other Real Property (e.g., quiet title) (26)
 - Writ of Possession of Real Property
 - Mortgage Foreclosure
 - Quiet Title
 - Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

Unlawful Detainer

- Commercial (31)
- Residential (32)
- Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

Judicial Review

- Asset Forfeiture (05)
- Petition Re: Arbitration Award (11)
- Writ of Mandate (02)
 - Writ—Administrative Mandamus
 - Writ—Mandamus on Limited Court Case Matter
 - Writ—Other Limited Court Case Review
- Other Judicial Review (39)
 - Review of Health Officer Order
 - Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Environmental/Toxic Tort (30)
- Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)

Enforcement of Judgment

- Enforcement of Judgment (20)
 - Abstract of Judgment (Out of County)
 - Confession of Judgment *(non-domestic relations)*
 - Sister State Judgment
 - Administrative Agency Award *(not unpaid taxes)*
 - Petition/Certification of Entry of Judgment on Unpaid Taxes
 - Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

- RICO (27)
- Other Complaint *(not specified above)* (42)
- Declaratory Relief Only
- Injunctive Relief Only *(non-harassment)*
- Mechanics Lien
- Other Commercial Complaint Case *(non-tort/non-complex)*
- Other Civil Complaint *(non-tort/non-complex)*

Miscellaneous Civil Petition

- Partnership and Corporate Governance (21)
- Other Petition *(not specified above)* (43)
 - Civil Harassment
 - Workplace Violence
 - Elder/Dependent Adult Abuse
 - Election Contest
 - Petition for Name Change
 - Petition for Relief From Late Claim
 - Other Civil Petition

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

OCT 08 2020

BY Alfie Cervantes
ALFIE CERVANTES, DEPUTY

1 Superior Court of California
2 County of San Bernardino
3 247 W. Third Street, Dept. S-26
4 San Bernardino, CA 92415-0210
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8 SUPERIOR COURT OF CALIFORNIA
9 COUNTY OF SAN BERNARDINO, SAN BERNARDINO DISTRICT
10

11 PATRICK DOTAN

Case No.: CIVDS 2020466

12
13 vs.
14

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16 RENTOKIL NORTH AMERICA, INC.
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**INITIAL CASE MANAGEMENT
CONFERENCE ORDER**

21
22 This case is assigned for all purposes to Judge David Cohn in the Complex
23 Litigation Program, Department S-26, located at the San Bernardino Justice Center, 247
24 West Third Street, San Bernardino, California, 92415-0210. Telephone numbers for
25 Department S-26 are (909) 521-3519 (Judicial Assistant) and (909) 708-8866 (Court
26 Attendant).
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The Initial Case Management Conference

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An initial Case Management Conference (CMC) is scheduled for JAN 20 2021 at 9:00 a.m. Due to the social distancing requirements imposed by the COVID-19 pandemic, the initial CMC (and all subsequent CMCs) will be conducted remotely, via CourtCall. Contact CourtCall at (888) 882-6878 (www.CourtCall.com) to schedule the appearance through CourtCall. Until further order of the Court, in-person attendance at CMCs is not allowed.¹

Counsel for all parties are ordered to attend the initial CMC. If there are defendants who have not yet made a general or special appearance, those parties who are presently before the court may jointly request a continuance of the initial CMC to allow additional time for such non-appearing defendants to make their general or special appearances. Such a request should be made by submitting a Stipulation and Proposed Order to the Court, filed directly in Department S-26, no later than five court days before the scheduled hearing.

Stay of the Proceedings

Pending further order of this Court, and except as otherwise provided in this Order, these proceedings are stayed in their entirety. This stay precludes the filing of any answer, demurrer, motion to strike, or motions challenging the jurisdiction of the Court. Each defendant, however, is directed to file a Notice of General Appearance (or a Notice of Special Appearance if counsel intends to challenge personal jurisdiction) for purposes of identification of counsel and preparation of a service list. The filing of a

¹ In-person appearances are allowed for motions, but are discouraged. Until the Pandemic restrictions are lifted, please use CourtCall whenever possible.

1 Notice of General Appearance is without prejudice to any substantive or procedural
2 challenges to the complaint (including subject matter jurisdiction), without prejudice to
3 any denial or affirmative defense, and without prejudice to the filing of any cross-
4 complaint. The filing of a Notice of Special Appearance is without prejudice to any
5 challenge to the court's exercise of personal jurisdiction. This stay of the proceedings is
6 issued to assist the court and the parties in managing this case through the
7 development of an orderly schedule for briefing and hearings on any procedural or
8 substantive challenges to the complaint and other issues that may assist in the orderly
9 management of this case. This stay shall not preclude the parties from informally
10 exchanging documents and other information that may assist them in their initial
11 evaluation of the issues.
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13

14 **Service of this Order**

15 Plaintiffs' counsel is ordered to serve this Order on counsel for each defendant,
16 or, if counsel is not known, on each defendant within five days of the date of this Order.
17 If the complaint has not been served as the date of this Order, counsel for plaintiff is to
18 serve the complaint along with this Order within ten days of the date of this Order.
19

20 **Agenda for the Initial Case Management Conference**

21 Counsel for all parties are ordered to meet and confer in person no later than ten
22 days before the initial CMC to discuss the subjects listed below. Counsel
23 must be fully prepared to discuss these subjects with the court:
24

- 25 1. Any issues of recusal or disqualification;
- 26 2. Any potentially dispositive or important threshold issues of law or fact that, if
27 considered by the court, may simplify or further resolution of the case;
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3. Appropriate mechanisms for Alternative Dispute Resolution;
4. A plan for the preservation of evidence and a uniform system for the identification of documents to be used throughout the course of this litigation, including discovery and trial;
5. A discovery plan for the disclosure and production of documents and other discovery, including whether the court should order automatic disclosures, patterned on Federal Rule of Civil Procedure 26(a) or otherwise;
6. Whether it is advisable to conduct discovery in phases so that information needed to conduct meaningful ADR is obtained early in the case;
7. Any issues involving the protection of evidence and confidentiality;
8. The use and selection of an electronic service provider;
9. The handling of any potential publicity issues;
10. Any other issues counsel deem appropriate to address with the court.

The Joint Report

Counsel are ordered to prepare a Joint Report for the initial CMC, to be filed directly in Department S-26 (not in the Clerk's office), no later than four court days before the conference date. The Joint Report must include the following:

1. Whether the case should or should not be treated as complex;
2. Whether additional parties are likely to be added and a proposed date by which all parties must be served;
3. A service list (the service list should identify all primary and secondary counsel, firm names, addresses, telephone numbers, email addresses, and fax numbers for all counsel.)

- 1 4. Whether the court should issue an order requiring electronic service. Counsel
2 should advise the court regarding any preferred web-based electronic service
3 provider;
- 4 5. Whether any issues of jurisdiction or venue exist that might affect this court's
5 ability to proceed with this case.
- 6 6. Whether there are applicable arbitration agreements, and the parties' views on
7 their enforceability;
- 8 7. A list of all related litigation pending in this or other courts (state and federal), a
9 brief description of any such litigation, including the name of the judge assigned
10 to the case, and a statement whether any additional related litigation is
11 anticipated;
- 12 8. A description of the major factual and legal issues in the case. The parties
13 should address any contracts, statutes, or regulations on which claims or
14 defenses are based, or which will require interpretation in adjudicating the claims
15 and defenses;
- 16 9. The parties' tentative views on an ADR mechanism and how such mechanism
17 might be integrated into the course of the litigation;
- 18 10. A discovery plan, including the time need to conduct discovery and whether
19 discovery should be conducted in phases or limited (and, if so, the order of
20 phasing or types of limitations). With respect to the discovery of electronically
21 stored information (ESI), the plan should include:
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26 a. Identification of the Information Management Systems used by the parties;
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- b. The location and custodians of information that is likely to be subject to production (including the identification of network and email servers and hard-drives maintained by custodians);
- c. The types of ESI that will be requested and produced, e.g. data files, emails, etc.;
- d. The format in which ESI will be produced;
- e. Appropriate search criteria for focused requests.
- f. A statement whether the parties will allow their respective IT consultants or employees to participate directly in the meet and confer process.

11. Whether the parties will stipulate that discovery stays or other stays entered by the court for case management purposes will be excluded in determining the statutory period for bringing the case to trial under Code of Civil Procedure Section 583.310 (the Five Year Rule).

12. Recommended dates and times for the following:

- a. The next CMC;
- b. A schedule for any contemplated ADR;
- c. A filing deadline (and proposed briefing schedule) for any anticipated non-discovery motions.
- d. With respect to class actions, the parties' tentative views on an appropriate deadline for a class certification motion to be filed.

To the extent the parties are unable to agree on any matter to be addressed in the Joint Report, the positions of each party or of various parties should be set forth separately. The parties are encouraged to propose, either jointly or separately, any

1 approaches to case management that they believe will promote the fair and efficient
2 handling of this case.

3 Any stipulations to continue conferences or other hearings throughout this
4 litigation must be filed with the court directly in Department S-26 (not in the Clerk's
5 office), no later than four court days before the conference or hearing date.
6

7 **Informal Discovery Conferences**

8 Motions concerning discovery cannot be filed without first requesting an informal
9 discovery conference (IDC) with the court. Making a request for an IDC automatically
10 stays the deadline for filing any such motion. IDCs are conducted remotely, via the
11 BlueJeans Video Conferencing program. Attendees will need to download the
12 BlueJeans program (available from the app stores for IOS or Android) to a computer,
13 laptop, tablet, or smartphone. If the device being used does not have camera
14 capability, the BlueJeans application offers an audio-only option. Video appearance at
15 the IDC, however, is encouraged. The Court will provide a link to join the conference at
16 the appointed time. Please provide Department S-26's Judicial Assistant ((909) 521-
17 3519) or Court Attendant ((909) 708-8866) with an e-mail address. No briefing is
18 required for the IDC, but counsel should lodge (not file) the relevant discovery record in
19 Department S-26 before the IDC.
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25 Dated: 10/8, 2020.

26
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28 David Cohn,
Judge of the Superior Court

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO

San Bernardino District - Civil
247 West Third Street

San Bernardino CA 924150210

CASE NO: CIVDS2020466

I M P O R T A N T C O R R E S P O N D E N C E

From the above entitled court, enclosed you will find:

INITIAL COMPLEX ORDER AND GUIDELINES

CERTIFICATE OF SERVICE

I am a Deputy Clerk of the Superior Court for the County of San Bernardino at the above listed address. I am not a party to this action and on the date and place shown below, I served a copy of the above listed notice:

- () Enclosed in a sealed envelope mailed to the interested party addressed above, for collection and mailing this date, following standard Court practices.
- () Enclosed in a sealed envelope, first class postage prepaid in the U.S. mail at the location shown above, mailed to the interested party and addressed as shown above, or as shown on the attached listing.
- () A copy of this notice was given to the filing party at the counter
- () A copy of this notice was placed in the bin located at this office and identified as the location for the above law firm's collection of file stamped documents.

Date of Mailing: 10/08/20

I declare under penalty of perjury that the foregoing is true and correct. Executed on 10/08/20 at San Bernardino, CA

BY: ALFIE CERVANTES

M A I L I N G C O V E R S H E E T

Notice 'ADDRES' has been printed for the following Attorneys/Firms
or Parties for Case Number CIVDS2020466 on 10/08/20:

AEGIS LAW FIRM, PC
9811 IRVINE CENTER DRIVE
SUITE 100
IRVINE, CA 92618

GUIDELINES FOR THE COMPLEX LITIGATION PROGRAM

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO
JUDGE DAVID COHN
DEPARTMENT S-26

THE SAN BERNARDINO COUNTY COMPLEX LITIGATION PROGRAM

Department S-26 is the Complex Litigation Department for the Superior Court of the State of California, County of San Bernardino. It is located at the San Bernardino Justice Center, 247 West Third Street, San Bernardino, CA 92415-0210, on the eighth floor. Judge David Cohn presides in the Complex Litigation Department. The telephone number for Complex Litigation Department is 909-708-8866.

DEFINITION OF COMPLEX LITIGATION

As defined by California Rules of Court, rule 3.400(a), a complex case is one that requires exceptional judicial management to avoid placing unnecessary burdens on the court or the litigants and to expedite the case, keep costs reasonable, and promote effective decision making by the court, the parties, and counsel:

Complex cases typically have one or more of the following features:

- A large number of separately represented parties.
- Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve.
- A substantial amount of documentary evidence.
- A large number of witnesses.
- Coordination with related actions pending in one or more courts in other counties or states or in a federal court.
- Substantial post-judgment judicial supervision.

Complex cases may include, but are not necessarily limited to, the following types of cases:

- Antitrust and trade regulation claims.
- Construction defect claims involving many parties or structures.
- Securities claims or investment losses involving many parties.
- Environmental or toxic tort claims involving many parties.
- Mass torts.
- Class actions.
- Claims brought under the Private Attorney General Act (PAGA).
- Insurance claims arising out of the types of claims listed above.
- Judicial Council Coordinated Proceedings (JCCR).
- Cases involving complex financial, scientific, or technological issues.

GUIDELINES FOR THE COMPLEX LITIGATION PROGRAM

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO
JUDGE DAVID COHN
DEPARTMENT S-26

CASES ASSIGNED TO THE COMPLEX LITIGATION DEPARTMENT

A. Cases Designated by a Plaintiff as Complex or Provisionally Complex

All cases designated by a plaintiff as complex or provisionally complex on the Civil Case Cover Sheet (Judicial Council Form CM-100) will be assigned initially to the Complex Litigation Department. The Court will issue an Initial Case Management Conference Order and schedule an Initial Case Management Conference as provided by California Rules of Court, rule 3.750, for the earliest practicable date, generally within approximately seventy-five days of the filing of the complaint.

A plaintiff designating the case as complex or provisionally complex must serve the Initial Case Management Conference Order and a copy of these guidelines on all parties at the earliest opportunity, but in no event later than thirty days before the conference, and must file Proof of Service of the Summons and Complaint and the Initial Case Management Conference Order with the court.

A defendant who agrees that the case is complex or provisionally complex may indicate a "Joinder" on the Civil Case Cover Sheet (Form CM-100).

A defendant who disagrees that the case is complex or provisionally complex may raise the issue with the court at the Initial Case Management Conference.

B. Cases Counter-Designated By a Defendant as Complex or Provisionally Complex

All cases which were not designated by a plaintiff as complex or provisionally complex, but which are counter-designated by a defendant (or cross-defendant) as complex or provisionally complex on the Civil Case Cover Sheet (Judicial Council Form CM-100), will be re-assigned to the Complex Litigation Department. At such time, the Court will schedule an Initial Case Management Conference for the earliest practicable date, generally within approximately forty-five days. A defendant (or cross-defendant) counter-designating the case as complex or provisionally complex must serve a copy of these guidelines on all parties at the earliest opportunity, but in no event later than thirty days before the conference.

A plaintiff or other party who disagrees with the counter-designation may raise the issue with the court at the Initial Case Management Conference.

C. Other Cases Assigned to the Complex Litigation Department

Whether or not the parties designate the case as complex or provisionally complex, the following cases will be initially assigned to the Complex Litigation Department:

- All Construction Defect Cases.
- All Class Actions.
- All Cases Involving Private Attorney General Act (PAGA) Claims.¹
- Judicial Council Coordinated Proceedings if so assigned by the Chair of the Judicial Council.

¹ The Civil Case cover Sheet (Judicial Council Form CM-100) may not reflect the presence of a PAGA claim. PAGA claims erroneously assigned to non-complex departments are subject to re-assignment to the Complex Litigation Department by the assigned judge.

GUIDELINES FOR THE COMPLEX LITIGATION PROGRAM

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO
JUDGE DAVID COHN
DEPARTMENT S-26

REFERRAL TO THE COMPLEX LITIGATION DEPARTMENT BY OTHER DEPARTMENTS

A judge who is assigned to a case may, but is not required to, refer the case to the Complex Litigation Department to be considered for treatment as a complex case if (1) the case was previously designated by a party as complex or provisionally complex, or (2) the referring judge deems the case to involve issues of considerable legal, evidentiary, or logistical complexity, such that the case would be best served by assignment to the Complex Litigation Department. Such a referral is not a re-assignment, but is a referral for consideration.

In any case referred by another judge to the Complex Litigation Department, the Complex Litigation Department will schedule an Initial Case Management Conference, generally within thirty days, and will provide notice to all parties along with a copy of these guidelines. If the case is determined by the Complex Litigation Department to be appropriate for treatment as a complex case, the case will be re-assigned to the Complex Litigation Department at that time. If the case is determined by the Complex Litigation Department not to be complex, it will be returned to the referring judge.

STAY OF DISCOVERY PENDING THE INITIAL CASE MANAGEMENT CONFERENCE

For cases that are assigned to the Complex Litigation Department, discovery is automatically stayed pending the Initial Case Management Conference, or until further order of the court. Discovery is not automatically stayed, however, for cases that were initially assigned to other departments and are referred to the Complex Litigation Department for consideration, unless the referring judge stays discovery pending determination by the Complex Litigation whether the case should be treated as complex.

OBLIGATION TO MEET AND CONFER BEFORE THE INITIAL CASE MANAGEMENT CONFERENCE

Prior to the Initial Case Management Conference, all parties are required to meet and confer to discuss the items specified in California Rules of Court, rule 3.750(b), and they are required to prepare a Joint Statement specifying the following:

- Whether additional parties are likely to be added, and a proposed date by which any such parties must be served.
- Each party's position whether the case should or should not be treated as a complex.
- Whether there are applicable arbitration agreements.
- Whether there is related litigation pending in state or federal court.
- A description of the major legal and factual issues involved in the case.
- Any discovery or trial preparation procedures on which the parties agree. The parties should address what discovery will be required, whether discovery should be conducted in phases or otherwise limited, and whether the parties agree to electronic service and an electronic document depository and, if so, their preferred web-based electronic service provider.
- An estimate of the time needed to conduct discovery and to prepare for trial.
- The parties' views on an appropriate mechanism for Alternative Dispute Resolution.
- Any other matters on which the parties request a court ruling.

The Joint Statement is to be filed directly in the Complex Litigation Department no later than ten court days before the conference. This requirement of a Joint Statement is not satisfied by using Judicial Council Form CM-110, pursuant to California Rules of Court, rule 3.725(a), or by parties filing individual statements. Failure to participate meaningfully in the "meet and confer" process or failure to submit a Joint Statement may result in the imposition of monetary or other sanctions.

GUIDELINES FOR THE COMPLEX LITIGATION PROGRAM

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO
JUDGE DAVID COHN
DEPARTMENT S-26

THE INITIAL CASE MANAGEMENT CONFERENCE

At the Initial Case Management Conference, the court will determine whether the action is a complex case, as required by California Rules of Court, rule 3.403. If the court determines the case is complex, the court will issue further management-related orders at that time. If the court determines the case is not complex, the case may be retained by the judge in Department S-26, but not treated as a complex case, or it may be reassigned to a different department; if the case was referred by another judge and the case is found to be inappropriate for treatment as a complex case, the case will be returned to the referring judge.

At the Initial Case Management Conference, the court and counsel will address the subjects listed in California Rules of Court, rule 3.750(b), and all issues presented by the Joint Statement.

Once a case is deemed complex, the function of the Initial Case Management Conference and all subsequent Case Management Conferences is to facilitate discovery, motion practice, and trial preparation, and to discuss appropriate mechanisms for settlement negotiations.

Lead counsel should attend the Initial Case Management Conference. Counsel with secondary responsibility for the case may attend in lieu of lead counsel, but only if such counsel is fully informed about the case and has full authority to proceed on all issues to be addressed at the conference. "Special Appearance" counsel (lawyers who are not the attorneys of record) are not allowed.

TELEPHONIC APPEARANCES

Telephonic appearances are allowed, though discouraged when counsel will be addressing complex substantive issues. Please do not use cell phones or speaker phones.

CASE MANAGEMENT ORDERS

The court may issue formal, written case management orders. Typically, complex construction defect cases will proceed pursuant to such an order. Other cases involving numerous parties or unusual logistical complexity may be appropriate for such a written order as well. The need for a written case management order will be discussed at the Initial Case Management Conference or at later times as the need arises. The parties will prepare such orders as directed by the court.

FURTHER CASE MANAGEMENT CONFERENCES

After the Initial Case Management Conference, the court will schedule further case management conferences as necessary and appropriate on a case-by-case basis. As issues arise during calling the Complex Litigation Department (909-708-8866). The court will schedule such additional case management conferences at the earliest opportunity.

As with the Initial Case Management Conference, lead counsel should attend all case management conferences. Counsel with secondary responsibility for the case may attend in lieu of lead counsel, but only if such counsel is fully informed about the case and has full authority to proceed on all issues to be addressed. "Special Appearance" counsel (lawyers who are not the attorneys of record) are not allowed.

GUIDELINES FOR THE COMPLEX LITIGATION PROGRAM

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO
JUDGE DAVID COHN
DEPARTMENT S-26

VOLUNTARY SETTLEMENT CONFERENCES

If all parties agree, the court is available to conduct settlement conferences. Requests for settlement conferences may be made at any Case Management Conference or hearing, or by telephoning the Complex Litigation Department (909-708-8866).

MANDATORY SETTLEMENT CONFERENCES

In appropriate cases, the court may order mandatory settlement conferences. Parties with full settlement authority, including insurance adjustors with full settlement authority, must attend all mandatory settlement conferences in person. Availability by telephone is not allowed at mandatory settlement conferences absent prior approval of court.

MANAGEMENT OF CLASS ACTIONS

In class actions and putative class actions that are deemed complex, the Initial Case Management Conference will function as the Case Conference required by California Rules of Court, rules 3.762 and 3.763.

OBLIGATION TO MEET AND CONFER REGARDING MOTIONS

In addition to any other requirement to "meet and confer" imposed by statute or Rule of Court in connection with motions, all counsel and unrepresented parties are required to "meet and confer" in a good faith attempt to eliminate the necessity for a hearing on a pending motion, or to resolve or narrow some of the issues. The moving party must arrange for the conference, which can be conducted in person or by telephone, to be held no later than four calendar days before the hearing. No later than two calendar days before the hearing, the moving party is required to file a notice in the Complex Litigation Department, with service on all parties, specifying whether the conference has occurred and specifying any issues that have been resolved. If the need for a hearing has been eliminated, the motion may simply be taken off-calendar. Failure to participate meaningfully in the conference may result in the imposition of monetary or other sanctions.

The obligation to "meet and confer" does not apply to applications to appear pro hac vice or to motions to withdraw as counsel of record.

FORMAT OF PAPERS FILED IN CONNECTION WITH MOTIONS

Counsel and unrepresented parties must comply with all applicable statutes, Rules of Court, and Local Rules regarding motions, including but not limited to their format. Additionally, exhibits attached to motions and oppositions must be separately tabbed at the bottom, so that exhibits can be easily identified and retrieved.

ELECTRONIC SERVICE AND DOCUMENT DEPOSITORY

The parties in cases involving numerous parties or large quantities of documents are encouraged to agree to electronic service for all pleadings, motions, and other materials filed with the court as well as all discovery requests, discovery responses, and correspondence. Nevertheless, parties must still submit "hard" copies to the court of any pleadings, motions, or other materials that are to be filed.

GUIDELINES FOR THE COMPLEX LITIGATION PROGRAM

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO
JUDGE DAVID COHN
DEPARTMENT S-26

INFORMAL DISCOVERY CONFERENCES

The court is available for informal discovery conferences at the request of counsel. Such conferences may address the scope of allowable discovery, the order of discovery, issues of privilege, and other discovery issues that may arise. Counsel may contact the Complex Litigation Department to schedule an informal conference (909-708-8866).

Before filing any discovery motion, the moving party is required to "meet and confer" with counsel as required by statute. If the "meet and confer" exchange fails to resolve all issues, the moving party is **required** to request an informal conference with the court before filing any discovery motion. Making a request for an informal discovery conference automatically stays the deadline for filing a motion.

Telephonic appearances are not allowed absent prior approval by the court. Briefing is not required, though the relevant discovery record should be made available for the court (but not filed).

CONFIDENTIAL DOCUMENT AND PROTECTIVE ORDERS

Proposed protective orders dealing with confidential documents should state expressly that nothing in the order excuses compliance with California Rules of Court, rules 2.550 and 2.551. Proposed protective orders that are not compliant with the requirements of the Rules of Court will be rejected.

THE PRETRIAL CONFERENCE

The court will schedule a pre-trial conference, generally thirty to sixty days in advance of the trial. Counsel and the court will discuss the following matters, which counsel should be fully informed to address:

- Whether trial will be by jury or by the court.
- Anticipated motions *in limine* or the need for other pre-trial rulings.
- The anticipated length of trial.
- The order of proof and scheduling of witnesses, including realistic time estimates for each witness for both direct and cross-examination.
- If there is a large number of anticipated witnesses, whether counsel wish to have photographs taken of each witness to refresh the jury's recollection of each witness during closing argument and deliberation.
- Whether deposition testimony will be presented by video.
- The need for evidentiary rulings on any lengthy deposition testimony to be presented at trial.
- Stipulations of fact.
- Stipulations regarding the admission of exhibits into evidence.
- If there is a large amount of documentary evidence, how the exhibits will be presented in a meaningful way for the jury.
- The use of technology at trial, including but not limited to electronic evidence.
- Any unusual legal or evidentiary issues that may arise during the trial.

THE TRIAL READINESS CONFERENCE

Trial Readiness Conferences are held at 8:30 a.m., typically on the Thursday morning preceding the scheduled trial date. Counsel and unrepresented parties must comply fully with Local Rule 411.2, unless otherwise directed by the court. Failure to have the required materials available for the court may result in the imposition of monetary or other sanctions.

GUIDELINES FOR THE COMPLEX LITIGATION PROGRAM

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO
JUDGE DAVID COHN
DEPARTMENT S-26

TRIALS

Trial dates are generally Monday through Thursday, 11:00 a.m. to 12:00 p.m. and 1:30 p.m. to 4:30 p.m. Lengthy trials, however, may require deviation from this schedule. Unless otherwise ordered by the court, counsel and unrepresented parties must be present in the courtroom at least ten minutes before each session of trial is scheduled to begin.

Whenever possible, issues to be addressed outside the presence of the jury should be scheduled in a manner to avoid the need for the jury to wait.

Counsel are also directed to the "Rules and Requirements for Jury Trials" for Department S-26 (known as the "Green Sheet"). Copies are available upon request in Department S 26.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO

San Bernardino District - Civil
247 West Third Street

San Bernardino CA 924150210

CASE NO: CIVDS2020466

I M P O R T A N T C O R R E S P O N D E N C E

From the above entitled court, enclosed you will find:

INITIAL COMPLEX ORDER AND GUIDELINES

CERTIFICATE OF SERVICE

I am a Deputy Clerk of the Superior Court for the County of San Bernardino at the above listed address. I am not a party to this action and on the date and place shown below, I served a copy of the above listed notice:

- () Enclosed in a sealed envelope mailed to the interested party addressed above, for collection and mailing this date, following standard Court practices.
- () Enclosed in a sealed envelope, first class postage prepaid in the U.S. mail at the location shown above, mailed to the interested party and addressed as shown above, or as shown on the attached listing.
- () A copy of this notice was given to the filing party at the counter
- () A copy of this notice was placed in the bin located at this office and identified as the location for the above law firm's collection of file stamped documents.

Date of Mailing: 10/08/20

I declare under penalty of perjury that the foregoing is true and correct. Executed on 10/08/20 at San Bernardino, CA

BY: ALFIE CERVANTES

M A I L I N G C O V E R S H E E T

Notice 'ADDRES' has been printed for the following Attorneys/Firms
or Parties for Case Number CIVDS2020466 on 10/08/20:

AEGIS LAW FIRM, PC
9811 IRVINE CENTER DRIVE
SUITE 100
IRVINE, CA 92618

CIV-201008-CIV-DS2020466-ORDR-140202



Scanned Document Coversheet

System Code: CIV
Case Number: DS2020466
Case Type: CIV
Action Code: ORDR
Action Date: 10/08/20
Action Time: 2:02
Action Seq: 0002
Printed by: ACERV

THIS COVERSHEET IS FOR COURT
PURPOSES ONLY, AND THIS IS NOT
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YOU WILL NOT BE CHARGED FOR
THIS PAGE

**Order RE INITIAL COMPLEX CASE MANAGEMENT
CONFERENCE filed**



NEW FILE

CIV-200924-CIV-DS2020466-CASEEN-131702



Scanned Document Coversheet

System Code: CIV
Case Number: DS2020466
Case Type: CIV
Action Code: CASEEN
Action Date: 09/24/20
Action Time: 1:17
Action Seq: 0002
Printed by: LARIC

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Complaint and Party information entered



NEW FILE

CIV-200924-CIV-DS2020466-CCCS-131706



Scanned Document Coversheet

System Code: CIV
Case Number: DS2020466
Case Type: CIV
Action Code: CCCS
Action Date: 09/24/20
Action Time: 1:17
Action Seq: 0006
Printed by: LARIC

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Civil Case Cover Sheet filed.



NEW FILE

CIV-200924-CIV-DS2020466-SIF-131704



Scanned Document Coversheet

System Code: CIV
Case Number: DS2020466
Case Type: CIV
Action Code: SIF
Action Date: 09/24/20
Action Time: 1:17
Action Seq: 0004
Printed by: LARIC

**THIS COVERSHEET IS FOR COURT
PURPOSES ONLY, AND THIS IS NOT
A PART OF THE OFFICIAL RECORD.
YOU WILL NOT BE CHARGED FOR
THIS PAGE**

Summons Issued and filed



NEW FILE

CIV-200924-CIV-DS2020466-COA-141602



Scanned Document Coversheet

System Code: CIV
Case Number: DS2020466
Case Type: CIV
Action Code: COA
Action Date: 09/24/20
Action Time: 2:16
Action Seq: 0002
Printed by: LARIC

THIS COVERSHEET IS FOR COURT
PURPOSES ONLY, AND THIS IS NOT
A PART OF THE OFFICIAL RECORD.
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THIS PAGE

Certificate of Assignment received.



NEW FILE

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Rentokil Faces Lawsuit in California Over Apparent Wage and Hour Violations](#)
