

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Kristin Escalante

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14 Attorneys for Plaintiff KATHERINE ANNA CHEN,
15 on behalf of the general public as private attorney general.

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

18 KATHERINE ANNA CHEN, on behalf of the
19 general public as private attorney general,

20 Plaintiff,

21 v.

22 COMPASS GROUP, USA, INC.;
23 MORRISON MANAGEMENT
24 SPECIALISTS, INC.; MORRISON
25 HEALTHCARE, INC.; and DOES 1-50,
26 inclusive,

27 Defendants.
28

CASE NO.: **22STCV30416**

**PAGA REPRESENTATIVE ACTION
COMPLAINT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT
(Labor Code §§ 2698 et seq).**

1 Plaintiff KATHERINE ANNA CHEN (“Plaintiff”), on behalf the general public and all
2 non-exempt aggrieved employees, acting on behalf of the California Attorney General as private
3 attorney general, asserts claims against Defendants COMPASS GROUP, USA, INC.;
4 MORRISON MANAGEMENT SPECIALISTS, INC.; MORRISON HEALTHCARE, INC.; and
5 DOES 1-50, inclusive (collectively “Defendants”) as follows:

6 **I. INTRODUCTION**

7 1. This is a representative action for recovery of penalties under the Private Attorneys
8 General Act of 2004 (“PAGA”), Cal. Lab. Code sections 2698 *et seq.* PAGA permits “aggrieved
9 employees” to bring a lawsuit as a representative action on behalf of the general public as private
10 attorney general and all other current and former aggrieved employees, to recover civil penalties
11 and address an employer’s violations of the California Labor Code.

12 2. In this case, Defendants violated various provisions of the California Labor Code.
13 As set forth below, Defendants implemented policies and practices which led to Defendant’s: (a)
14 failure to pay wages including overtime; (b) failure to provide meal periods for every work period
15 exceeding more than five (5) or ten (10) hours per day and failure to pay an additional hour’s of
16 pay or accurately pay an additional hour’s of pay in lieu of providing a meal period; (c) failure to
17 provide rest breaks for every four hours or major fraction thereof worked and failure to pay an
18 additional hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a rest
19 period; (d) failing to pay timely wages required by Labor Code § 203; (e) failing to provide
20 accurate itemized wage statements; and (f) failing to reimburse expenses. As a result Plaintiff
21 seeks penalties under Labor Code 2698, *et seq.* on behalf of the general public as private attorney
22 general and all other aggrieved employees.

23 **II. JURISDICTION AND VENUE**

24 3. The California Superior Court has jurisdiction over this action pursuant to
25 California Constitution Article VI, Section 10, which grants the Superior Court “original
26 jurisdiction in all cases except those given by statute to other trial courts.” The statutes under
27 which this action is brought do not give jurisdiction to any other court.

28 4. This Court has jurisdiction over Defendants because, upon information and belief,

1 each Defendant either has sufficient minimum contacts in California, or otherwise intentionally
2 avails itself of the California market so as to render the exercise of jurisdiction over it by the
3 California Courts consistent with traditional notions of fair play and substantial justice.

4 5. Venue as to each Defendant is proper in this judicial district pursuant to Code of
5 Civil Procedure section 395. Defendants are doing business throughout California, including but
6 not limited to Los Angeles County, and each Defendant is within the jurisdiction of this Court for
7 service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and
8 all other aggrieved employees within the State of California. Defendants employ numerous
9 aggrieved employees in in the State of California.

10 6. On information and belief, Defendants have conducted business within the State of
11 California during the purported liability period and continue to conduct business throughout the
12 State of California. The unlawful acts alleged herein have had a direct effect on Plaintiff, and the
13 similarly situated non-exempt aggrieved employees within California.

14 7. The California Superior Court also has jurisdiction in this matter because on
15 information and belief there are no federal questions at issue, as the issues herein are based solely
16 on California statutes and law, including the California Labor Code, the IWC Wage Orders, the
17 California Code of Civil Procedure, the California Civil Code, and the California Business and
18 Professions Code.

19 8. On information and belief, during the statutory liability period and continuing to
20 the present (“liability period”), Defendant consistently maintained and enforced against
21 Defendant’s Non-Exempt aggrieved Employees, among others, the following unlawful practices
22 and policies, in violation of California state wage and hour laws: (a) failure to pay wages including
23 overtime; (b) failure to provide meal periods for every work period exceeding more than five (5)
24 or ten (10) hours per day and failure to pay an additional hour’s of pay or accurately pay an
25 additional hour’s of pay in lieu of providing a meal period; (c) failure to provide rest breaks for
26 every four hours or major fraction thereof worked and failure to pay an additional hour’s of pay or
27 accurately pay an additional hour’s of pay in lieu of providing a rest period; (d) failing to pay all
28 wages earned and owed upon separation from Defendant’s employ; (e) failing to provide accurate

1 itemized wage statements; and (h) failing to reimburse expenses.

2 9. Plaintiff on behalf of the general public as private attorney general and all other
3 aggrieved employees bring this action pursuant to Labor Code 2698, et seq. for violations
4 enumerated under 2699.5 as follows: sections 201-203, 510, 512, 558, 226, 226.3, 226.7, 1174,
5 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, and seeking penalties, interest, attorneys' fees and
6 costs.

7 **III. PARTIES**

8 **A. Plaintiff**

9 10. Plaintiff, KATHERINE ANNA CHEN was employed by Defendants in approximately
10 February 2018, as a Non-Exempt Employee with the title of Dietician Specialist (for Diabetes) and
11 worked during the liability period for Defendants until Plaintiff's separation from Defendants'
12 employ in approximately July 22, 2021. Plaintiff's duties included, but were not limited to
13 providing nutrition therapy, complex care for diabetes, creating meal plans, diabetes management
14 and plan of care, providing care to outpatient patients, offering nutritional guidance and
15 information, and attending and hosting team meetings.

16 11. As Defendant's employee, Plaintiff, and all other aggrieved employees were
17 regularly required to and subsequently suffered:

18 a) perform work subject to the control of the employer without being compensated all
19 wages including overtime and minimum wages, all in violation of California labor laws,
20 regulations, and the Industrial Welfare Commission Wage Order ("IWC");

21 b) work without being permitted or authorized a minimum ten-minute rest period for
22 every four hours or major fraction thereof worked and not compensated one (1) hour of pay at his
23 regular rate of compensation for each workday that a rest period was not provided, all in
24 violation of California labor laws, regulations, and the Industrial Welfare Commission Wage
25 Orders ("IWC");

26 c) work in excess of five and ten hours per day without being provided meal periods
27 and not compensated one (1) hour of pay at the regular rate of compensation for each workday that
28 a meal period was not provided, all in violation of California labor laws, regulations, and the

1 Industrial Welfare Commission Wage Orders (“IWC”);

2 d) not provided accurate itemized wage statements;

3 e) not reimbursed for expenses;

4 f) not timely paid wages; and

5 g) failing to reimburse business expenses.

6 On information and belief, Defendants willfully failed to pay all earned wages in the form regular
7 wages, minimum wages, overtime wages, reporting time wages, gratuity wages and meal and rest
8 period premium wages to its Non-Exempt Employees and Aggrieved Employees; nor have
9 Defendants returned to Plaintiff or Aggrieved Employees, upon or after separation from
10 employment with Defendants, all wages earned and owing. Plaintiff seeks penalties under Labor
11 Code 2698, *et seq.* on behalf of the general public as private attorney general and all other
12 aggrieved employees.

13 **B. Defendants**

14 h) Defendants COMPASS GROUP, USA, INC.; MORRISON MANAGEMENT
15 SPECIALISTS, INC.; and MORRISON HEALTHCARE, INC., operates as food service,
16 hospitality, and support service business. Plaintiff estimates there are in excess of 100 Non-
17 Exempt Employees who work or have worked for Defendants over the last year.

18 i) Other than identified herein, Plaintiff is unaware of the true names, capacities,
19 relationships and extent of participation in the conduct alleged herein, of the defendants sued as
20 DOES 1 through 50, but is informed and believes and thereon alleges that said defendants are
21 legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by
22 such fictitious names. Plaintiff will amend this complaint when their true names and capacities are
23 ascertained.

24 j) Plaintiff is informed and believes and thereon alleges that each Defendant, directly
25 or indirectly, or through agents or other persons, employed Plaintiff and other Aggrieved
26 Employees, and exercised control over their wages, hours, and working conditions. Plaintiff is
27 informed and believes and thereon alleges that each defendant acted in all respects pertinent to this
28 action as the agent of the other defendants, carried out a joint scheme, business plan or policy in

1 all respects pertinent hereto, and the acts of each defendant are legally attributable to the other
2 defendants.

3 **IV. GENERAL ALLEGATIONS**

4 k) At all times set forth herein, Defendants employed Plaintiff and other persons in the
5 capacity of non-exempt positions, however titled, throughout the state of California.

6 l) Plaintiff is informed and believes Aggrieved Employees have at all times pertinent
7 hereto been Non-Exempt within the meaning of the California Labor Code and the implementing
8 rules and regulations of the IWC California Wage Orders.

9 m) Defendants continue to employ Non-Exempt Employees, however titled, in
10 California and implement a uniform set of policies and practices to all non-exempt employees, as
11 they were all engaged in the job duties related to Defendants' Food Service business.

12 n) Plaintiff is informed and believes, and thereon alleges, that Defendants are and
13 were advised by skilled lawyers and other professionals, employees, and advisors with knowledge
14 of the requirements of California's wage and employment laws.

15 o) Plaintiff is informed and believes that during the relevant time frame, all Aggrieved
16 Employees are citizens of the state of California.

17 p) During the relevant time frame, Defendants compensated Plaintiff and Aggrieved
18 Employees based upon an hourly rate.

19 q) Plaintiff and the Aggrieved Employees were regularly required to work shifts in
20 excess of five hours without being provided a lawful meal period and over ten hours in a day
21 without being provided a second lawful meal period as required by law.

22 r) Plaintiff and Aggrieved Employees missed meal breaks several times a week and
23 had late meal breaks. Meal breaks were interrupted daily and lasted for less than the 30 minutes
24 required by law. Defendants failed to pay premium wages for missed, short or late meal breaks.

25 s) On information and belief, during the relevant time period, Defendants would
26 modify Plaintiff's and Aggrieved Employees' time to include lawfully required meal periods even
27 during times when Plaintiff and Aggrieved Employees did not receive a full 30-minutes of
28 uninterrupted time for meal periods. Defendants also unlawfully deducted a full 30-minutes of

1 time for meal periods no matter if a Labor Code compliant meal period was provided to Plaintiff
2 and Aggrieved Employees. Resulting in an underpayment of minimum and overtime wages.

3 t) Indeed, during the relevant time, as a consequence of Defendants' staffing and
4 scheduling practices, work demands, and Defendants' policies and practices, Defendants
5 frequently failed to provide Plaintiff and the Aggrieved Employees timely, legally compliant
6 uninterrupted 30-minute meal periods on shifts over five hours as required by law.

7 u) Similarly, as a consequence of Defendants' staffing and scheduling practices, work
8 demands, and Defendants' policies and practices, Defendants frequently failed to provide Plaintiff
9 and the Aggrieved Employees legally compliant second meal periods on shifts over ten hours as
10 required by law.

11 v) Plaintiff and Aggrieved Employees were forced to work through their meal periods
12 approximately one to two times per month and did not receive any meal break at all.
13 Approximately two to three times per week, Plaintiff's meal periods were taken after the fifth hour
14 worked due to management's scheduling.

15 w) Plaintiff's meal period was interrupted approximately three times per month by
16 calls from the clinic, nurses, or management regarding work related matters. Management was
17 aware Plaintiff's meal periods were interrupted or cut short as Management was responsible for
18 the scheduling.

19 x) Plaintiff and Aggrieved Employees were required to keep their personal cellphones
20 on their persons at all times during their shifts in order to respond to work related calls, even
21 during meal periods.

22 y) On information and belief, Plaintiff and Aggrieved Employees did not waive their
23 rights to meal periods under the law.

24 z) Plaintiff and the Aggrieved Employees were not provided with valid lawful on-duty
25 meal periods.

26 aa) Despite the above-mentioned meal period violations, Defendants failed to
27 compensate Plaintiff, and on information and belief, failed to compensate Aggrieved Employees,
28 one additional hour of pay at their regular rate as required by California law when meal periods

1 were not timely or lawfully provided in a compliant manner.

2 bb) Plaintiff are informed and believe, and thereon alleges, that Defendants know,
3 should know, knew, and/or should have known that Plaintiff and the other Aggrieved Employees
4 were entitled to receive premium wages based on their regular rate of pay under Labor Code
5 §226.7 but were not receiving such compensation.

6 cc) In addition, during the relevant time frame, Plaintiff and the Non-Exempt
7 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
8 period for every four hours worked or major fraction thereof, including third rest breaks which is a
9 violation of the Labor Code and IWC wage order.

10 dd) Plaintiff and Aggrieved Employees were required to keep their personal cellphones
11 and their persons at all times during their shifts in order to respond to work related calls, even
12 during rest breaks.

13 ee) Plaintiff and Aggrieved Employees were prohibited from leaving the premises
14 during their rest periods.

15 ff) Defendants maintained and enforced scheduling practices, policies, and imposed
16 work demands that frequently required Plaintiff and Aggrieved Employees to forego their lawful,
17 paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
18 requisite rest periods were not timely authorized and permitted as a result of Defendants' failure to
19 provide relief for Plaintiff and Aggrieved Employees to take their lawfully required breaks.
20 Further, Plaintiff and Aggrieved Employees were prohibited from leaving the premises during rest
21 breaks.

22 gg) Plaintiff's rest breaks were combined with her meal periods. In total, Plaintiff took
23 a 50 minute meal break due to Defendant's policy and practice of combining rest periods into
24 employees' meal periods because schedules did not allow for separate rest periods.

25 hh) Despite the above-mentioned rest period violations, Defendants did not compensate
26 Plaintiff, and on information and belief, did not pay Aggrieved Employees one additional hour of
27 pay at their regular rate as required by California law, including Labor Code section 226.7 and the
28 applicable IWC wage order, for each day on which lawful rest periods were not authorized and

1 permitted.

2 ii) On information and belief, Defendants also required Plaintiff and Aggrieved
3 Employees to work off the clock. For instance, Plaintiff, and Aggrieved Employees, were required
4 to read training policies and procedures, as well as watch training videos, outside of work hours.
5 Plaintiff spent approximately 15-32 hours completing her required training while off the clock.

6 jj) On information and belief, Defendants also required Plaintiff and Aggrieved
7 Employees to work off the clock because Defendants required employees to use their personal cell
8 phones for work related purposes, while off the clock. For instance, Plaintiff, and Aggrieved
9 Employees, were called and texted on their personal cell phones while off the clock to discuss
10 work related matters including scheduling and outstanding questions. Despite Defendant providing
11 Plaintiff and Aggrieved Employees a work cell phone, the model was old and did not function
12 beyond the jobsite, forcing Defendant's management to call and text Plaintiff's personal cell
13 phone after work hours.

14 kk) Defendants also failed to compensate Plaintiff and Aggrieved Employees for post-
15 shift activities. Plaintiff was forced to complete her productivity sheet for approximately 10
16 minutes after the end of her shift because Defendant's management prohibited Plaintiff from
17 working any overtime. Defendants required Plaintiff to manually record her productivity sheet at
18 the end of her shift and Plaintiff was not compensated for this time, despite remaining under the
19 Defendant's direction and control.

20 ll) Defendants also failed to reimburse Plaintiff and Aggrieved Employees for
21 business expenses incurred pursuant to Labor Code section 2802. For instance, Plaintiff and
22 Aggrieved Employees were required to use their personal cellphones to carry out their work-
23 related duties while under the direction and control of Defendants. Plaintiff and Aggrieved
24 Employees were required to use their personal cell phones to communicate with Defendants'
25 management, while on and off the clock. Plaintiff used her personal cell phone to check work
26 related emails and communicate with management and staff during work hours. Management
27 would text Plaintiff outside of work hours for scheduling purposes and to address outstanding
28 questions. Although Defendant provided a work cell phone to Plaintiff, the model was too old and

1 did not accept text messages or emails and did not function outside the jobsite. Accordingly,
2 Plaintiff was forced to use her personal cell phone for work related matters. Despite these
3 realities, Defendants failed to reimburse Plaintiff and Aggrieved Employees for their personal
4 cellphone use.

5 mm) Defendants also failed to provide accurate, lawful itemized wage statements to
6 Plaintiff and the Aggrieved Employees in part because of the above-specified violations. In
7 addition, upon information and belief, Defendants omitted an accurate itemization of total hours
8 worked, including premiums due and owing for meal and rest period violations, overtime pay,
9 gross pay and net pay figures from Plaintiff and the Aggrieved Employees ' wage statements.
10 Further, the wage statements and paystubs failed to identify the hourly rates for items paid.

11 nn) Defendants also failed to provide accurate, lawful itemized wage statements to
12 Plaintiff and the Aggrieved Employees in part because of the above-specified violations. In
13 addition, upon information and belief, Defendants omitted an accurate itemization of total hours
14 worked, including premiums due and owing for meal and rest period violations, overtime pay,
15 gross pay and net pay figures from Plaintiff and the Aggrieved Employees ' wage statements.
16 Further, the wage statements and paystubs failed to identify the hourly rates for items paid.

17 oo) Plaintiff is informed and believes, and thereon alleges, that at all times herein
18 mentioned, Defendants knew that at the time of termination of employment (or within 72 hours
19 thereof for resignations without prior notice as the case may be) they had a duty to accurately
20 compensate Plaintiff and Aggrieved Employees for all wages owed including minimum wages,
21 meal and rest period premiums, and that Defendants had the financial ability to pay such
22 compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so in part
23 because of the above-specified violations.

24 pp) Upon information and belief, Defendants knew and or should have known that it is
25 improper to implement policies and commit unlawful acts such as:

26 (a) requiring employees to work four (4) hours or a major fraction thereof without
27 being provided a minimum ten (10) minute rest period and without compensating the employees
28 with one (1) hour of pay at the employees' regular rate of compensation for each workday that a

1 rest period was not provided;

2 (b) requiring employees to work in excess of five (5) hours or ten (10) hours per day
3 without being provided an uninterrupted thirty minute meal period and/or a second meal period,
4 and without compensating employees with one (1) hour of pay at the regular rate of compensation
5 for each workday that such a meal period was not provided;

6 (c) failing to pay overtime and minimum wages;

7 (d) failing to provide accurate itemized wage statements;

8 (e) failing to timely pay Plaintiff and Aggrieved Employees; and

9 (f) failure to reimburse business expenses;

10 qq) In addition to the violations above, and on information and belief, Defendants knew
11 they had a duty to compensate Plaintiff and Aggrieved Employees for the allegations asserted
12 herein, and that Defendants had the financial ability to pay such compensation, but willfully,
13 knowingly, recklessly, and/or intentionally failed to do so.

14 Plaintiff and Aggrieved Employees they seek to represent are covered by, and Defendants
15 are required to comply with, applicable California Labor Codes, Industrial Welfare Commission
16 Occupational Wage Orders (hereinafter "IWC Wage Orders") and corresponding applicable
17 provisions of California Code of Regulations, Title 8, section 11000 *et seq.*

18 **REPRESENTATIVE CLAIMS**

19 **THE PRIVATE ATTORNEYS GENERAL ACT- LABOR CODE §§ 2698 *et seq.***

20 rr) Plaintiff incorporates by reference and re-alleges each and every allegation
21 contained above, as though fully set forth herein.

22 ss) On September 16, 2022, Plaintiff complied with notice requirements pursuant to
23 Labor Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit**
24 **A**, indicating that the LWDA and Defendants were put on notice of the claims alleged here and
25 that the notice requirement has been satisfied. Sixty-five days have passed and the LWDA has not
26 indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action in a
27 representative capacity. The substance and violations set forth in this Complaint of which the
28 LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA Representative

1 Action Complaint to the LWDA.

2 tt) Plaintiff is an aggrieved employee as defined in Labor Code Section 2699(a).
3 Plaintiff brings this cause of action on behalf of all current and former California Non-Exempt
4 Employees of Defendants.

5 uu) Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for
6 which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint,
7 including without limitation Labor Code section 201-203, 510, 512, 558, 226, 226.3, 226.7, 1174,
8 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, and 2698 *et seq.*, applicable IWC Wage Orders and
9 California Code of Regulations, Title 8, section 11000 *et seq.*

10 vv) At all times relevant, Plaintiff and all other aggrieved employees regularly
11 performed non-exempt work in excess of 50% of the time, and thus, were subject to the meal and
12 rest break requirements of the applicable IWC wage order and the Labor Code.

13 ww) Defendants violated Labor Code section 200, 558, 1194, 1197, by failing to
14 accurately pay at least minimum wages due as a result of Defendants' requiring Plaintiff and
15 aggrieved Employees to work off-the-clock as outlined above.

16 xx) Defendants violated Labor Code section 510, and 1194 by failing to accurately pay
17 overtime wages owed as discussed above due to Defendants' failure to accurately pay overtime
18 wages due to Defendants' requiring Plaintiff and aggrieved Employees to work off-the-clock as
19 outlined above. Therefore, Defendants violated section 510, and 1194 by not compensating its
20 Non-Exempt Employees for work performed in excess of eight hours (8) in a day or forty hours in
21 a work week (40). Section 510 of the Labor Code codifies the right to overtime compensation at
22 the rate of one and one-half times the regular rate of pay for all hours worked in excess of eight (8)
23 hours in a day or forty (40) hours in a work week and to overtime compensation twice the regular
24 rate of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
25 in a day on the seventh day of work in a particular work week.

26 yy) Defendants failed to provide Plaintiff and all other aggrieved employees
27 uninterrupted duty free meal periods of not less than thirty (30) minutes. Defendants implemented
28 and enforced policies of on duty meal period practices which required employees to work during

1 their meal periods, to forego their meal periods, and/or to return to work from meal periods prior
2 to thirty (30) uninterrupted minutes. As a proximate result of the aforementioned violations,
3 Plaintiff and all other aggrieved employees have been damaged in an amount according to proof at
4 time of trial.

5 zz) Plaintiff, and on information and belief, all aggrieved employees, were
6 systematically not permitted or authorized to take ten minute rest periods for every four hours
7 worked or major fraction thereof, which is a violation of the Labor Code and IWC wage order.
8 Plaintiff and on information and belief, aggrieved employees, were not compensated with one
9 hour of wages for every day in which a rest period was missed or untimely as a result of
10 Defendants' policies, practices, or work demands. By failing to authorize and permit a ten-minute
11 rest period for every four hours or major fraction thereof worked per day by its Non-Exempt
12 Employees, and by failing to provide compensation for such non-provided or shortened rest
13 periods, as alleged above, Defendants willfully violated the provisions of Labor Code sections
14 226.7, 512 and the applicable IWC Wage Order.

15 aaa) Defendants also willfully violated Labor Code sections 201-203 by failing to
16 provide all owed wages at separation from employment. Labor Code sections 201 and 202 require
17 Defendants to pay their employees all wages due either at time of firing, or within seventy-two
18 (72) hours of voluntary separation, if not sooner. Section 203 of the Labor Code provides that if an
19 employer willfully fails to timely pay such wages the employer must, as a penalty, continue to pay
20 the subject employee's wages until the back wages are paid in full or an action is commenced.
21 The penalty cannot exceed 30 days of wages.

22 bbb) Plaintiff and all other aggrieved employees who were separated from employment
23 are entitled to compensation for all forms of wages earned, including but not limited to
24 compensation regular and overtime wages, and for non-provided meal and rest periods, but to date
25 have not received such compensation, therefore entitling them to penalties under PAGA for
26 violations of Labor Code sections 201-203.

27 ccc) On information and belief, Defendants willfully failed to pay all wages due and
28 owing upon separation from employment. These wages include but are not limited to regular and

1 overtime wages, and meal and rest period premiums.

2 ddd) On information and belief, Defendants failed to provide accurate itemized wage
3 statements which failed to include the rate of pay and total hours worked per pay period, failed to
4 account for all hours worked, including overtime, and lastly the accurate accounting of, the lawful
5 meal and rest period premiums due and owing to Plaintiff and the aggrieved employees, pursuant
6 to Labor Code section 226(a).

7 eee) Defendants have failed to provide Plaintiff and aggrieved Employees rates of pay
8 and the hours for which they worked for any given pay period.

9 fff) Defendants have failed to accurately record all time worked.

10 ggg) Defendants have also failed to accurately record the meal and rest period premiums
11 owed and all wages owed per pay period.

12 hhh) Plaintiff and aggrieved Employees have been injured as they were unable to
13 determine whether they had been paid correctly for all hours worked per pay period among other
14 things.

15 iii) Pursuant to Labor Code section 226.3, any employer who violates subdivision (a)
16 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
17 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
18 for each violation in a subsequent citation, for which the employer fails to provide the employee a
19 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

20 jjj) On information and belief, Defendants failed to reimburse Plaintiff and aggrieved
21 Employees for business expenses incurred as described above. Labor Code § 2802 requires
22 Defendants to indemnify Plaintiff and aggrieved Employees for necessary expenditures incurred in
23 direct consequences of the discharge of his or her duties. Despite these realities of the job,
24 Defendants failed to provide reimbursements.

25 kkk) Labor Code §2804 states in pertinent part: “Any contract or agreement, express or
26 implied, made by any employee to waive the benefits of this article or any part thereof is null and
27 void, and this article shall not deprive any employee or his or her personal representative of any
28 right or remedy to which he is entitled under the laws of this State.

III) Additionally, Defendants have no accurate records relating to aggrieved employees' work periods, meal periods, total daily hours worked, total hours worked per payroll period and applicable pay rates, in violation of Wage Order. Similarly, Defendants failed to maintain accurate records relating to hours worked daily in violation of Labor Code sections 1174(d), 1174.5.

mmm) As a result of Defendants' unlawful conduct, Plaintiff and aggrieved employees are entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours worked.

nnn) Plaintiff and the Representative aggrieved Employees are entitled to recover Penalties and attorneys' fees and costs under Labor Code section 2698, et seq.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq.;
2. For reasonable attorneys' fees and costs; and
3. For such other and further relief as the Court deems proper.

Dated: September 16, 2022

JAMES HAWKINS APLC

By:

JAMES R. HAWKINS, ESQ.
GREGORY MAURO, ESQ.
MICHAEL CALVO, ESQ.
LAUREN FALK, ESQ.
AVA ISSARY, ESQ.

Attorneys for Plaintiff KATHERINE ANNA
CHEN on behalf of the general public as
private attorney general

EXHIBIT A

JAMES *JH* HAWKINS

A PROFESSIONAL LAW CORPORATION

9880 RESEARCH DRIVE, SUITE 200, IRVINE, CALIFORNIA 92618
TELEPHONE (949) 387-7200; FACSIMILE (949) 387-6676

July 12, 2022

Via LWDA Website

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612
<http://www.dir.ca.gov/Private-Attorneys-General-Act>

Via Certified Mail

COMPASS GROUP, USA, INC.
Agent for Service of Process:
CORPORATION SERVICE COMPANY
2710 Gateway Oaks Drive, Ste. 150N
Sacramento, California 95833
Receipt No. 7021 1970 0000 9061 0126

Via Certified Mail

MORRISON MANAGEMENT SPECIALISTS, INC.
Agent for Service of Process:
CORPORATION SERVICE COMPANY
2710 Gateway Oaks Drive, Ste. 150N
Sacramento, California 95833
Receipt No. 7021 1970 0000 9061 0133

Re: NOTICE PURSUANT TO LABOR CODE SECTIONS 2698, *et seq.*

To Whom It May Concern:

PLEASE TAKE NOTICE that plaintiff KATHERINE ANNA CHEN, individually and on behalf of all similarly situated representative aggrieved employees, gives NOTICE to commence and/or amend a civil action pursuant to California Labor Code Sections 2698, *et seq.* Plaintiff hereby gives written notice by certified mail to the Labor and Workforce Development Agency, COMPASS GROUP, USA, INC.; MORRISON MANAGEMENT SPECIALISTS, INC.; and MORRISON HEALTHCARE, INC., through its Agent for Service of Process.

Plaintiff hereby attaches a copy of the Proposed PAGA Representative Action Complaint to be filed in the Los Angeles County Superior Court, as though fully set forth herewith setting out the specific provisions of the Labor Code Plaintiff alleges have been violated, including the facts and theories. All labor provisions in the Proposed PAGA

Representative Action Complaint alleged to have been violated pertain to all entities and individuals named in the Complaints, even if not expressly specified.

Please advise within sixty (60) days of the post mark on this letter if the LWDA intends to investigate these claims. Thank you, and if you have any questions, please do not hesitate to contact me.

Very Truly Yours,

P

A handwritten signature in black ink, appearing to read 'G. Mauro', with a long horizontal flourish extending to the right.

Gregory Mauro

Enclosure: Proposed PAGA Representative Action Complaint