

S. Emi Minne (SBN 253179)
emi@parkermminne.com
Jill J. Parker (SBN 274230)
jill@parkermminne.com
PARKER & MINNE, LLP
700 South Flower Street, Suite 1000
Los Angeles, California 90017
Telephone: (310) 882-6833 / Fax: (310) 889-0822

Attorneys for Plaintiffs JULIE NORDMAN and LINDA PEPPARS

Electronically
FILED
by Superior Court of California, County of San Mateo
ON 4/25/2023
By /s/ Vanessa Jimenez
Deputy Clerk

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

JULIE NORDMAN and LINDA PEPPARS,
individually and on behalf of others similarly
situated, and as aggrieved employees and private
attorneys general,

Plaintiffs,

vs.

BON APPETIT MANAGEMENT CO., a
California corporation; COMPASS GROUP
USA, INC., a Delaware corporation; and DOES
1 through 50, inclusive,

Defendants.

Case No.: 23-CIV-00188

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

DEMAND FOR TRIAL BY JURY

- (1) **Failure to Pay Wages Owed For All Time Worked (Cal. Labor Code §§ 510, 1194, 1197, and 1198)**
- (2) **Failure to Provide Meal Periods and Pay Meal Period Premiums (Cal. Labor Code §§ 226.7 and 512(a))**
- (3) **Failure to Provide Rest Periods and Pay Rest Period Premiums (Cal. Labor Code § 226.7)**
- (4) **Failure to Timely Pay Final Wages (Cal. Labor Code §§ 201, 202 and 203)**
- (5) **Failure to Provide Accurate Itemized Wage Statements (Cal. Labor Code § 226(a))**
- (6) **Failure to Reimburse Necessary Business Expenses (Cal. Labor Code §§ 2800 and 2802)**
- (7) **Conversion**
- (8) **Unfair Business Practices (Cal. Business & Professions Code § 17200, et seq.)**
- (9) **Violation of Cal. Labor Code § 2699, (Private Attorneys General Act)**

1 Plaintiffs JULIE NORDMAN and LINDA PEPPARS (“Plaintiffs”), individually and on behalf
2 of other members of the general public similarly situated, and as private attorneys general, based upon
3 facts that either have evidentiary support or are likely to have evidentiary support after a reasonable
4 opportunity for further investigation and discovery, allege as follows:

5 **JURISDICTION AND VENUE**

6 1. Plaintiffs bring this action against Defendants BON APPETIT MANAGEMENT CO.,
7 COMPASS GROUP USA, INC., and DOES 1 THROUGH 50 (hereinafter also collectively referred
8 to as “Defendants”) for California Labor Code violations, unfair business practices, and civil penalties
9 stemming from Defendants’ failure to pay wages owed for all time worked, failure to provide meal
10 periods and rest periods and associated premium wages, failure to timely pay final wages, failure to
11 provide accurate wage statements, failure to maintain accurate time and payroll records, failure to
12 reimburse necessary business-related expenses, and unlawful withholding of tips and gratuities.

13 2. Plaintiffs bring their First through Eighth causes of action as a class action on behalf
14 of themselves and similarly situated current and former employees of Defendants (hereinafter
15 collectively referred to as the “Class” or “Class Members,” as defined more fully in paragraph 17,
16 below) pursuant to California Code of Civil Procedure section 382. The monetary damages and
17 restitution sought by Plaintiffs exceeds the minimal jurisdiction limits of the Superior Court and will
18 be established according to proof at trial.

19 3. Plaintiffs’ Ninth Cause of Action is brought as a representative action pursuant to
20 California Labor Code section 2698, *et seq* on behalf of themselves, the State of California, and other
21 aggrieved employees. Plaintiffs are aggrieved employees against whom one or more of the alleged
22 violations occurred.

23 4. The Court has jurisdiction over this action pursuant to the California Constitution,
24 Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except
25 those given by statute to other courts. The statutes under which this action is brought do not specify
26 any other basis for jurisdiction.

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

6. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, and/or transact business in the State of California, County of San Mateo.

PARTIES

7. Plaintiffs JULIE NORDMAN and LINDA PEPPARS are individuals residing in the State of California.

8. Defendant BON APPETIT MANAGEMENT CO. is, and at all times herein mentioned was, a corporation organized and existing under the laws of the State of California, and registered to do business in the state of California.

9. Defendant COMPASS GROUP USA, INC. is, and at all times herein mentioned was, a corporation organized and existing under the laws of the State of Delaware, and registered to do business in the state of California.

10. Plaintiffs are ignorant of the identities of defendants Does 1 through 50, inclusive, and therefore sue these defendants by such fictitious names. The Doe defendants may be individuals, partnerships, or corporations. Plaintiff are informed and believe and thereon allege that each of the fictitiously named Doe defendants are responsible in some manner for the occurrences herein alleged, and that the damages as herein alleged were proximately caused by their conduct. Plaintiffs will seek leave of this Court to amend the complaint and serve such fictitiously named defendants once their names and capacities become known.

11. Defendant BON APPETIT MANAGEMENT CO., COMPASS GROUP USA, INC., and Doe Defendants 1 through 50 are collectively referred to herein as "Defendants."

12. Plaintiffs are informed and believe, and thereon allege, that at all times mentioned herein each of Defendants was the parent, subsidiary, agent, servant, employee, co-venturer, co-conspirator, and/or alter ego of each of the other Defendants, and was at all times mentioned acting within the scope, purpose, consent, knowledge, ratification and authorization of such agency, employment, joint venture, conspiracy, or alter ego relationship.

13. Defendants are and at all times herein mentioned were, (a) conducting business in the County of San Mateo, State of California, and (b) the employer of Plaintiffs and the Class consistent with the California Labor Code and Industrial Welfare Commission Wage Orders (“Wage Orders”).

14. At all relevant times, Defendants, directly or indirectly, had the authority to hire and terminate Plaintiffs and the Class, and controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiffs and the Class so as to make each of said Defendants employers jointly liable under the statutory provisions set forth herein.

15. At all relevant times, Defendants exercised sufficient authority over the terms and conditions of Plaintiffs' and the Class's employment for them to be joint employers of Plaintiffs and the Class.

16. At all relevant times, Defendants, and each of them, ratified each and every act or omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

17. Plaintiffs are informed and believe and based thereon allege, that each of said Defendants are in some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

CLASS ACTION ALLEGATIONS

18. Plaintiffs bring this action as a class action on their own behalf and on behalf of all other members of the general public similarly situated, and, thus, seek class certification under Code of Civil Procedure section 382.

19. The proposed class is defined as follows: All current and former non-exempt employees of any of the Defendants within the State of California who performed work at Oracle Park and/or Chase Center at any time commencing four (4) years preceding the filing of Plaintiffs' complaint up until the time that notice of the certified class action is provided to the class (hereinafter referred to as the "Class" or "Class Members.>").

20. Plaintiffs reserve the right to establish other subclasses as appropriate.

21. The Class is ascertainable and there is a well-defined community of interest in the

litigation:

- a. Numerosity: The Class Members are so numerous that joinder of all Class Members is impracticable. The membership of the entire Class is unknown to Plaintiffs at this time; however, the Class is estimated to be over fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.
- b. Typicality: Plaintiffs' claims are typical of all other Class Members demonstrated herein. Plaintiffs will fairly and adequately protect the interests of the other Class Members with whom they have a well-defined community of interest.
- c. Adequacy: Plaintiffs will fairly and adequately protect the interests of each Class Member, with whom they have a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiffs have no interest that is antagonistic to the other Class Members. Plaintiffs' attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiffs have incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, which have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each Class Member.
- d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all Class Members is impractical.
- e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the Class Members who are not named in the complaint anonymity that allows for the vindication of their rights.

22. There are common questions of law and fact as to the Class that predominate over questions affecting only individual members. The following common questions of law or fact, among

others, exist as to the members of the Class:

- a. Whether Defendants' failure to pay wages, without abatement, or reduction, in accordance with the California Labor Code was willful;
- b. Whether Defendants had a corporate policy and practice of failing to pay Plaintiffs and the other Class Members for all hours worked in violation of California law;
- c. Whether Defendants have failed to pay Plaintiffs and other Class Members all wages earned for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation;
- d. Whether Defendants deprived Plaintiffs and the other Class Members of meal and/or rest periods or required Plaintiffs and the other Class Members to work during meal and/or rest periods without compensation;
- e. Whether Defendants failed to pay meal period premium wages to Class Members when they were not provided with a legally compliant meal period;
- f. Whether Defendants failed to pay rest period premium wages to Class Members when they were not authorized and permitted to take legally compliant rest periods;
- g. Whether Defendants failed to pay all wages due to Plaintiffs and the other Class Members within the time required upon their discharge or resignation from employment;
- h. Whether Defendants failed to reimburse Plaintiffs and the other Class Members for all necessary business-related expenses and costs;
- i. Whether Defendants complied with wage reporting as required by the California Labor Code, including section 226;
- j. Whether Defendants withheld tips and gratuities belonging to Plaintiff and other Class Members;
- k. Whether Defendants' conduct was with malice, fraud or oppression;
- l. Whether Defendants' conduct was willful or reckless;
- m. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.* based on their improper

- 1 withholding of compensation and deduction of wages;
- 2 n. The appropriate amount of damages, restitution, and/or monetary penalties resulting
- 3 from Defendants' violation of California law; and
- 4 o. Whether Plaintiffs and the other Class Members are entitled to compensatory damages
- 5 pursuant to the California Labor Code.

6 **GENERAL ALLEGATIONS**

7 23. Defendants are an on-site restaurant company offering full food-service management

8 to corporations, universities, museums, and specialty venues, including Oracle Park and Chase Center.

9 24. Defendants have employed Plaintiffs since approximately 2018 as concessions workers

10 at Oracle Park and Chase Center.

11 25. At all relevant times set forth herein, Defendants employed Plaintiffs, the Class, and

12 the aggrieved employees as hourly-paid or non-exempt employees.

13 26. At all times herein mentioned, Defendants were subject to the Labor Code of the State

14 of California and the applicable Industrial Welfare Commission Orders.

15 27. Plaintiffs are informed and believe, and thereon allege that Defendants have committed

16 numerous wage abuses against their hourly-paid or non-exempt employees. As set forth in more detail

17 below, these wage violations included, *inter alia*, failing to pay Plaintiffs, the Class, and the aggrieved

18 employees all wages owed for all hours worked (including minimum wages, straight time wages, and

19 overtime wages). In addition, Defendants routinely failed to permit Plaintiffs, the Class, and the

20 aggrieved employees to take timely and duty-free meal periods and rest periods in violation of

21 California law. Defendants also failed to reimburse Plaintiffs, the Class, and the aggrieved employees

22 for all necessary business-related expenses, failed to timely pay wages upon termination of

23 employment, failed to provide accurate itemized wage statements, and withheld tips and gratuities

24 belonging to Plaintiffs, the Class, and the aggrieved employees.

25 28. Throughout the time period involved in this case, Defendants have implemented

26 policies and practices which failed to provide Plaintiffs, the Class, and the aggrieved employees with

27 timely and duty-free meal periods. Defendants at times failed to relieve Plaintiffs, the Class, and the

28 aggrieved employees of all duties during their meal periods, regularly failed to relinquish control over

1 Plaintiffs, the Class, and the aggrieved employees during their meal periods, failed to permit Plaintiffs,
2 the Class, and the aggrieved employees a reasonable opportunity to take their meal periods, and
3 impeded or discouraged Plaintiffs, the Class, and the aggrieved employees from taking thirty (30)
4 minute uninterrupted meal breaks no later than the end of their fifth hour of work and/or from taking
5 a second thirty (30) minute uninterrupted meal break no later than their tenth hour of work for shifts
6 lasting more than ten (10) hours. Defendants also failed to maintain accurate records of meal periods
7 taken by Plaintiffs, the Class, and the aggrieved employees.

8 29. Throughout the time period involved in this case, Defendants did not adequately inform
9 Plaintiffs, the Class, and the aggrieved employees of their right to take meal periods under California
10 law. Moreover, Defendants often disregarded their own written policies regarding the provision and
11 timing of meal periods for Plaintiffs, the Class, and the aggrieved employees. Instead, Defendants'
12 actual policy and practice was to schedule Plaintiffs, the Class, and the aggrieved employees in a way
13 that at times prohibited them from taking timely and duty-free meal periods, and to require Plaintiffs,
14 the Class, and the aggrieved employees to work through their meal periods, for which they were not
15 compensated.

16 30. Throughout the time period involved in this case, Defendants failed to pay Plaintiffs,
17 the Class, and the aggrieved employees premium wages for meal periods that were missed, late,
18 interrupted, or shortened in violation of California law. Defendants knew or should have known that
19 Plaintiffs, the Class, and the aggrieved employees were entitled to receive all meal periods or payment
20 of one additional hour of pay at their regular rate of pay when a meal period was missed, short, late,
21 and/or interrupted. Notwithstanding this knowledge, Defendants at times failed to provide legally
22 compliant meal periods to Plaintiffs, the Class, and the aggrieved employees, and at times failed to
23 pay one additional hour of pay to Plaintiffs, the Class, and the aggrieved employees at their regular
24 rate of pay when a meal period was missed, short, late, and/or interrupted.

25 31. Throughout the time period involved in this case, Defendants have implemented
26 policies and practices which prohibited Plaintiffs, the Class, and the aggrieved employees from taking
27 timely and duty-free rest periods. Defendants at times failed to provide, authorize, and permit
28 Plaintiffs, the Class, and the aggrieved employees to take full, uninterrupted, off-duty rest periods for

every shift lasting three and one-half (3.5) to six (6) hours and/or two full, uninterrupted, off-duty rest periods for every shift lasting six (6) to ten (10) hours, and failed to make a good faith effort to authorize, permit, and provide such rest breaks in the middle of each work period.

32. Throughout the time period involved in this case, Defendants did not adequately inform Plaintiffs, the Class, and the aggrieved employees of their right to take rest periods under California law. Moreover, Defendants often disregarded their own written policies regarding the provision and timing of rest periods for Plaintiffs, the Class, and the aggrieved employees. Instead, Defendants' actual policy and practice was to schedule Plaintiffs, the Class, and the aggrieved employees in a way that at times prohibited them from taking timely and duty-free rest periods, and to at times require Plaintiffs, the Class, and the aggrieved employees to work through their rest periods.

33. Throughout the time period involved in this case, Defendants failed to pay Plaintiffs, the Class, and the aggrieved employees premium wages for rest periods that were missed, late, interrupted, or shortened in violation of California law. Defendants knew or should have known that Plaintiffs, the Class, and the aggrieved employees were entitled to receive all rest periods or payment of one additional hour of pay at their regular rate of pay when a rest period was missed, short, late, and/or interrupted. Notwithstanding this knowledge, Defendants often failed to authorize and permit Plaintiffs, the Class, and the aggrieved employees to take duty-free rest periods, and failed to pay one additional hour of pay to Plaintiffs, the Class, and the aggrieved employees at their regular rate of pay when a rest period was missed, short, late and/or interrupted.

34. Throughout the time period involved in this case, Defendants regularly required Plaintiffs, the Class, and the aggrieved employees to perform work off-the-clock. This off-the-clock work included, but is not limited to: (1) requiring Plaintiffs, the Class, and the aggrieved employees to perform work before and after their scheduled shift times; (2) requiring Plaintiffs, the Class, and the aggrieved employees to undergo mandatory security screenings while off-the-clock; and (3) requiring Plaintiffs, the Class, and the aggrieved employees to perform work while clocked out for purported meal periods. Plaintiffs, the Class, and the aggrieved employees were not compensated for this time. As a result, Defendants failed to pay Plaintiffs, the Class, and the aggrieved employees all wages owed for all time worked, including straight time compensation, minimum wages, and applicable overtime

1 compensation.

2 35. Throughout the time period involved in this case, Defendants implemented policies that
3 prohibited Plaintiffs, the Class, and the aggrieved employees from accurately recording the actual time
4 worked, resulting in a failure to pay Plaintiffs, the Class, and the aggrieved employees all wages owed,
5 including straight time compensation, minimum wages, and applicable overtime compensation.

6 36. Throughout the involved in this case, Plaintiffs and other Class Members frequently
7 observed that their paychecks failed to include all hours they actually worked. Plaintiffs and other
8 Class Members reported these discrepancies to Defendants, who nevertheless continued to engage in a
9 practice of underpaying wages, including straight time compensation, minimum wages, and applicable
10 overtime compensation.

11 37. Throughout the time period involved in this case, Plaintiffs, the Class, and the aggrieved
12 employees worked more than eight (8) hours in a day, and/or forty (40) hours in a week.

13 38. Throughout the time period involved in this case, Defendants regularly failed to pay
14 overtime compensation to Plaintiffs, the Class, and the aggrieved employees when they worked in
15 excess of eight (8) hours in a single workday and/or forty (40) hours in a single work week, or in excess
16 of twelve (12) hours in a single workday and/or eighty (80) hours in a single work week. Defendants
17 knew or should have known that Plaintiffs, the Class, and the aggrieved employees were entitled to
18 receive certain wages for overtime or double overtime compensation and that they were not receiving
19 wages for overtime or double overtime compensation.

20 39. Throughout the time period involved in this case, Defendants failed to pay overtime to
21 Plaintiffs, the Class, and the aggrieved employees for all overtime hours worked based on regular rates
22 of pay correctly calculated to include all applicable remuneration.

23 40. Throughout the time period involved in this case, Defendants regularly failed to pay
24 Plaintiffs and Aggrieved Employees at least minimum wages for all hours worked. Defendants knew
25 or should have known that Plaintiffs and Aggrieved Employees were entitled to receive at least
26 minimum wages for all hours worked and that they were not receiving at least minimum wages for all
27 hours worked. Defendants' failure to pay minimum wages included, *inter alia*, failing to pay Plaintiffs
28 and Aggrieved Employees at the required minimum wage pursuant to California law, and requiring

1 Plaintiffs and Aggrieved Employees to perform work off-the-clock.

2 41. Throughout the time period involved in this case, Defendants regularly failed to pay
3 Plaintiffs and the Class all wages owed to them upon discharge or resignation. Defendants knew or
4 should have known that Plaintiffs and the Class were entitled to receive all wages owed to them upon
5 termination within the time permissible under California Labor Code section 202. Plaintiffs and the
6 Class did not receive payment of all final wages owed to them upon discharge or resignation, including
7 straight time wages, overtime compensation, minimum wages, and meal and rest period premiums,
8 within any time permissible under California Labor Code section 202.

9 42. Throughout the time period involved in this case, Defendants regularly failed to
10 provide complete or accurate wage statements to Plaintiffs and the Class. Defendants knew or should
11 have known that Plaintiffs and the Class were entitled to receive complete and accurate wage
12 statements in accordance with California law, but, in fact, they did not receive complete and accurate
13 wage statements from Defendants. The deficiencies included, *inter alia*, the failure to include the total
14 number of hours worked, the actual gross wages earned, the correct rates of pay.

15 43. Throughout the time period involved in this case, Defendants regularly failed to keep
16 complete or accurate payroll records for Plaintiffs and the Class. Defendants knew or should have
17 known that Defendants were required to keep complete and accurate payroll records for Plaintiffs and
18 the Class in accordance with California law, but, in fact, did not keep complete and accurate payroll
19 records.

20 44. Throughout the time period involved in this case, Defendants regularly failed to
21 maintain accurate records relating to Plaintiffs' and the Class's work periods, meal periods, total daily
22 hours, hours per pay period, and applicable pay rates.

23 45. Throughout the time period involved in this case, Defendants failed to reimburse
24 Plaintiffs and the Class for all necessary business-related expenses, including but not limited to cell
25 phones, shoes, clear plastic bags, pens, notebooks, calculators, and other supplies. Defendants knew
26 or should have known that Defendants were required to reimburse Plaintiffs and the Class for all
27 necessary business-related expenses and costs, but, in fact, failed to do so in violation of California
28 law.

46. Throughout the time period involved in this case, Plaintiffs and other Class Members received tips and gratuities from Defendants' customers at Oracle Park and Chase Arena. Plaintiffs are informed and believe, and thereon allege that Defendant has unlawfully failed pay the full amount of tips and gratuities given to Plaintiffs and other Class Members by Defendants' customers. Plaintiffs and other Class Members repeatedly requested to inspect records regarding the amount of tips and gratuities received by Defendants and how they were distributed, but Defendants refused to provide such records.

47. Throughout the time period involved in this case, Defendants knew or should have known that they had a duty to compensate Plaintiffs and the Class pursuant to California law. Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiffs and the Class that they paid all wages owed to them, to increase Defendants' profits.

48. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to “sue directly ... for any wages or penalty due to him [or her] under this article.”

49. In response to the COVID-19 pandemic, the Judicial Council of California enacted Emergency Rule 9 to the California Rules of Court, which provided that, notwithstanding any other law, the statutes of limitations and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020, until October 1, 2020.

FIRST CAUSE OF ACTION

Failure to Pay Wages Owed For All Time Worked

(Violation of California Labor Code §§ 510, 1194, 1197, and 1198)

(Against All Defendants)

50. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

51. At all relevant times, Plaintiffs and the Class have been entitled to the benefits and protections of California Labor Code sections 510, 1194, 1194.2, 1197, and 1198, and the applicable Industrial Welfare Commission (“IWC”) Wage Order including IWC Wage Order No. 5.

1 52. Section 2 of the applicable IWC Wage Order defines “hours worked” as “the time
2 during which an employee is subject to the control of an employer, and includes all the time the
3 employee is suffered or permitted to work, whether or not required to do so.”

4 53. Section 4 of the applicable IWC Wage Order requires an employer to pay non-exempt
5 employees at least the minimum wage set forth therein for all hours worked, which consist of all hours
6 that an employer has actual or constructive knowledge that employees are working.

7 54. California Labor Code section§ 1197 makes it unlawful for an employer to pay an
8 employee less than the minimum wage required under the applicable IWC Wage Order for all hours
9 worked during a payroll period.

10 55. California Labor Code section 1198 states that the employment of an employee for
11 longer hours than those fixed by the applicable IWC Wage Order or under conditions of labor
12 prohibited by the applicable IWC Wage Order is unlawful.

13 56. California Labor Code section 510 and the applicable Industrial Welfare Commission
14 (“IWC”) Wage Order require an employer to compensate employees for all overtime worked, which
15 is calculated at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight
16 (8) hours in a day and/or forty (40) hours in a workweek and for the first eight (8) hours of work on
17 the seventh day of a workweek, and double the regular rate of pay for any work in excess of 12 hours
18 in one day or in excess of eight (8) hours on the seventh day of a workweek.

19 57. During the relevant time period, Defendants maintained policies and practices which
20 have failed to compensate Plaintiffs and other Class Members for all hours worked, resulting in a
21 failure to pay Plaintiff and the Class for all wages earned at the correct rates of pay, included minimum
22 wages, straight time wages, and overtime compensation.

23 58. By and through the conduct described above, the Plaintiff and the Class, have been
24 deprived of their rights to be paid wages earned by virtue of their employment with Defendants,
25 including minimum wages, straight time wages, and overtime compensation.

26 59. Defendants’ failure to pay Plaintiff and the Class all wages earned at the correct rates
27 of pay, including failure to pay minimum wages, straight time wages, and overtime compensation,
28 violates the provisions of Labor Code sections 510, 1194, 1197, 1197.1 and 1198, and is therefore

1 unlawful.

2 60. Pursuant to California Labor Code section 1194, Plaintiff and the other Class Members
3 are entitled to recover the balance of any unpaid wages owed to them (including minimum wages,
4 straight time wages, and over time compensation), as well as interest, costs, and attorneys' fees.

5 61. Pursuant to California Labor Code section 1194.2, Plaintiff and the other Class
6 Members are entitled to recover liquidated damages in an amount equal to the wages unlawfully
7 unpaid and interest thereon.

8 **SECOND CAUSE OF ACTION**

9 **Failure to Provide Meal Periods and Pay Meal Period Premiums**

10 **(Violation of California Labor Code §§ 226.7 and 512(a))**

11 **(Against All Defendants)**

12 62. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every
13 allegation set forth above.

14 63. At all relevant times, the relevant IWC Order and California Labor Code sections 226.7
15 and 512(a) were applicable to Plaintiffs and the other Class Members' employment by Defendants.

16 64. At all relevant times, California Labor Code section 226.7 provides that no employer
17 shall require an employee to work during any meal or rest period mandated by an applicable order of
18 the California IWC.

19 65. At all relevant times, the applicable IWC Wage Order and California Labor Code
20 section 512(a) provide that an employer may not require, cause or permit an employee to work for a
21 work period of more than five (5) hours per day without providing the employee with a meal period
22 of not less than thirty (30) minutes, except that if the total work period per day of the employee is no
23 more than six (6) hours, the meal period may be waived by mutual consent of both the employer and
24 employee.

25 66. At all relevant times, California Labor Code section 512(a) further provides that an
26 employer may not require, cause or permit an employee to work for a work period of more than ten
27 (10) hours per day without providing the employee with a second uninterrupted meal period of not
28 less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours,

1 the second meal period may be waived by mutual consent of the employer and the employee only if
2 the first meal period was not waived.

3 67. During the relevant time period, Plaintiffs and the other Class Members who were
4 scheduled to work for a period of time longer than six (6) hours, and who did not waive their legally-
5 mandated meal periods by mutual consent, were required to work for periods longer than five (5)
6 hours without an uninterrupted meal period of not less than thirty (30) minutes.

7 68. During the relevant time period, Plaintiffs and the other Class Members who were
8 scheduled to work for a period of time in excess of ten (10) hours were required to work for periods
9 longer than ten (10) hours without a second uninterrupted meal period of not less than thirty (30)
10 minutes.

11 69. During the relevant time period, Defendants intentionally and willfully required
12 Plaintiffs and the other Class Members to miss their meal periods and to take meal periods that were
13 late, shortened, or interrupted, and failed to compensate Plaintiffs and the other Class Members the
14 full meal period premium for missed, shortened, late, or interrupted meal periods.

15 70. During the relevant time period, Defendants failed to pay Plaintiffs and the other Class
16 Members the full meal period premiums due pursuant to California Labor Code section 226.7.

17 71. Defendants' conduct violates the applicable IWC Wage Order and California Labor
18 Code sections 226.7 and 512(a).

19 72. Pursuant to the applicable IWC Wage Order and California Labor Code section
20 226.7(b), Plaintiffs and the other Class Members are entitled to recover from Defendants one
21 additional hour of pay at the employee's regular rate of compensation for each workday that the meal
22 period was not provided. Plaintiffs are also entitled to attorneys' fees and costs.

23 **THIRD CAUSE OF ACTION**

24 **Failure to Provide Rest Periods and Pay Rest Period Premiums**

25 **(Violation of California Labor Code § 226.7)**

26 **(Against All Defendants)**

27 73. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every
28 allegation set forth above.

1 74. At all times herein set forth, the applicable IWC Wage Order and California Labor
2 Code section 226.7 were applicable to Plaintiffs and the other Class Members' employment by
3 Defendants.

4 75. At all relevant times, California Labor Code section 226.7 provides that no employer
5 shall require an employee to work during any rest period mandated by an applicable order of the
6 California IWC.

7 76. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer
8 shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in
9 the middle of each work period" and that the "rest period time shall be based on the total hours worked
10 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof unless the
11 total daily work time is less than three and one-half (3.5) hours."

12 77. During the relevant time period, Defendants required Plaintiffs and other Class
13 Members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest
14 period per each four (4) hour period worked.

15 78. During the relevant time period, Defendants willfully required Plaintiffs and the other
16 Class Members to work during rest periods, failed to allow Plaintiffs and the other Class Member to
17 take any rest period and/or failed to authorize and permit Plaintiffs and the other Class Members to
18 take uninterrupted, duty-free rest breaks.

19 79. During the relevant time period, Defendants failed to pay Plaintiffs and the other Class
20 Members the full rest period premium due pursuant to California Labor Code section 226.7 for work
21 performed during rest periods, and/or for failure to authorize and permit Plaintiffs and other Class
22 Members from taking uninterrupted rest periods.

23 80. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code
24 section 226.7.

25 81. Pursuant to the applicable IWC Wage Orders and California Labor Code section
26 226.7(b), Plaintiffs and the other Class Members are entitled to recover from Defendants one
27 additional hour of pay at the employees' regular hourly rate of compensation for each workday that
28 the rest period was not provided. Plaintiffs are also entitled to attorneys' fees and costs.

FOURTH CAUSE OF ACTION

Failure to Timely Pay Final Wages

(Violation of California Labor Code §§ 201, 202, 203)

(Against All Defendants)

82. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

83. At all relevant times herein set forth, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

84. During the relevant time period, the employment of Plaintiffs and many other Class Members with Defendants ended, *i.e.* was terminated by quitting or discharge. Defendants intentionally and willfully failed to pay Plaintiffs and other Class Members who are no longer employed by Defendants all of their wages, earned and unpaid, including but not limited to minimum wages, straight time wages, overtime wages, meal period premiums, and rest period premiums within seventy-two (72) hours of their leaving Defendants' employ.

85. Defendants' failure to pay Plaintiffs and other Class Members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

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

87. Plaintiffs and other Class Members who are no longer employed by Defendants are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

1 **FIFTH CAUSE OF ACTION**

2 **Failure to Provide Accurate Itemized Wage Statements**

3 **(Violation of California Labor Code § 226(a))**

4 **(Against All Defendants)**

5 88. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every
6 allegation set forth above.

7 89. At all material times set forth herein, California Labor Code section 226(a) provides
8 that every employer shall furnish each of his or her employees an accurate itemized statement in
9 writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of
10 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4)
11 all deductions, provided that all deductions made on written orders of the employee may be aggregated
12 and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the
13 employee is paid, (7) the name of the employee and his or her social security number, (8) the name
14 and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during
15 the pay period and the corresponding number of hours worked at each hourly rate by the employee.
16 The deductions made from payments of wages shall be recorded in ink or other indelible form,
17 properly dated, showing the month, day, and year, and a copy of the statement or a record of the
18 deductions shall be kept on file by the employer for at least three years at the place of employment or
19 at a central location within the State of California.

20 90. Defendants have intentionally and willfully failed to provide Plaintiffs and the Class
21 with complete and accurate wage statements. The deficiencies include, but are not limited to, the
22 failure to list the total number of hours worked, the actual gross wages earned, all wages owed for
23 meal and rest period premiums, and the correct rates of pay.

24 91. Because of Defendants' violation of California Labor Code section 226(a), Plaintiffs
25 and the Class have suffered injury and damage to their statutorily-protected rights.

26 92. More specifically, Plaintiffs and the Class have been injured by Defendants' intentional
27 and willful violation of California Labor Code section 226(a) because they were denied both their
28 legal right to receive, and their protected interest in receiving, accurate and itemized wage statements

pursuant to California Labor Code section 226(a).

93. Plaintiffs and the Class are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

94. Plaintiffs and the Class are also entitled to injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(g).

SIXTH CAUSE OF ACTION

Failure to Reimburse Necessary Business Expenses (Violation of California Labor Code §§ 2800 and 2802) (Against All Defendants)

95. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

96. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

97. Plaintiffs and the Class incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants. Defendants' failure to reimburse for all necessary business-related expenses and costs included their failure to reimburse Plaintiffs and the Class for costs incurred as a result of, including but not limited to, simple negligence.

98. Defendants have intentionally and willfully failed to reimburse Plaintiffs and the Class for all necessary business-related expenses and costs. Plaintiffs and the Class are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

///

///

///

1 **SEVENTH CAUSE OF ACTION**

2 **Conversion**

3 **(Against All Defendants)**

4 99. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every
5 allegation set forth above.

6 100. California Labor Code section 351 provides that, “[n]o employer or agent shall collect,
7 take, or receive any gratuity or a part thereof that is paid, given to, or left for an employee by a patron,
8 or deduct any amount from wages due an employee on account of a gratuity, or require an employee
9 to credit the amount, or any part thereof, of a gratuity against and as a part of the wages due the
10 employee from the employer. Every gratuity is hereby declared to be the sole property of the employee
11 or employees to whom it was paid, given, or left for. An employer that permits patrons to pay gratuities
12 by credit card shall pay the employees the full amount of the gratuity that the patron indicated on the
13 credit card slip, without any deductions for any credit card payment processing fees or costs that may
14 be charged to the employer by the credit card company. Payment of gratuities made by patrons using
15 credit cards shall be made to the employees not later than the next regular payday following the date
16 the patron authorized the credit card payment.”

17 101. At all relevant times herein, Defendants had and continued to have a legal obligation
18 imposed by statute to pay to Plaintiffs and the Class, their tips and gratuities or portions of tip and
19 gratuities. Such owed tips and gratuities belonged to Plaintiffs and the Class Members at the time the
20 labor and services were provided to Defendants’ customers, and accordingly such owed tips and
21 gratuities are the property of Plaintiffs and the Class.

22 102. Defendants intentionally converted the tips and gratuities owed to Plaintiffs and the
23 Class by failing to timely and fully distribute all tips and gratuities belonging to Plaintiffs and Class
24 Members, and utilizing the same for Defendants’ own use and benefit.

25 103. Defendants converted such owed tip and gratuities as part of an intentional and
26 deliberate scheme to maximize profits at the expense of Plaintiffs and the Class. As a proximate result
27 of the conversion by Defendants, and each of them, Plaintiffs and the Class are entitled to the return
28 of the owed tips and gratuities converted by Defendants, and each of them, in an amount according to

1 proof at the time of trial.

2 104. Plaintiffs and the Class were injured by Defendants' intentional conversion of such
3 owed tips and gratuities. Plaintiffs and the Class Members are entitled to all monies converted by
4 Defendants, with interest thereon as well as any and all profits, whether direct or indirect, which
5 Defendants acquired by their unlawful conversion.

6 **EIGHTH CAUSE OF ACTION**

7 **Unfair Business Practices**

8 **(Violation of Cal. Business & Professions Code §§ 17200, et seq.)**

9 **(Against All Defendants)**

10 105. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every
11 allegation set forth above.

12 106. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful
13 and harmful to Plaintiffs and the Class, to the general public, and Defendants' competitors.
14 Accordingly, Plaintiffs seeks to enforce important rights affecting the public interest within the
15 meaning of Code of Civil Procedure section 1021.5.

16 107. Defendants' activities as alleged herein are violations of California law, and constitute
17 unlawful business acts and practices in violation of California Business & Professions Code section
18 17200, *et seq.*

19 108. A violation of California Business & Professions Code section 17200, *et seq.* may be
20 predicated on the violation of any state or federal law. In this instant case, Defendants' policies and
21 practices of requiring employees, including Plaintiffs and the Class, to work overtime without paying
22 them proper compensation violate California Labor Code sections 510 and 1198. Additionally,
23 Defendants' policies and practices of requiring employees, including Plaintiffs and the Class, to work
24 through their meal and rest periods without paying them proper compensation violate California Labor
25 Code sections 226.7 and 512(a). Moreover, Defendants' policies and practices of failing to timely pay
26 wages to Plaintiffs and the Class violate California Labor Code sections 201, 202, and 203.

27 109. Defendants also violated California Labor Code sections 221, 226(a), 1194, 1197,
28 1197.1, 510, 1174(d), 2800, and 2802.

110. Defendants also violated California Labor Code sections 351 through 353 by unlawfully withholding tips and gratuities belonging to Plaintiff and the Class, and by refusing to allow Plaintiffs and other Class Members to inspect records of all gratuities received by Defendants.

111. As a result of the herein described violations of California law, Defendants unlawfully gained an unfair advantage over other businesses.

112. Plaintiffs and the Class have personally been injured by Defendants' unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

113. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiffs and the Class are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of this Complaint; an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

Ninth Cause of Action

(Violation of California Labor Code § 2699, Et Seq.)

(Against All Defendants)

114. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

115. Plaintiffs bring their ninth cause of action as a representative action on behalf of themselves and similarly Aggrieved Employees in their capacity as private attorneys general pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA").

116. PAGA specifically provides for a private right of action to recover civil penalties for violations of the Labor Code as follows: "Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3." Cal. Lab. Code § 2699(a).

1 117. Plaintiffs were employed by Defendants and the Labor Code violations alleged above
2 were committed against them during their time of employment. Plaintiffs are therefore “aggrieved
3 employees” under PAGA.

4 118. As set forth in detail above, during all times relevant to this Action, Defendants have
5 routinely subjected Plaintiffs and the Aggrieved Employees to violations of California Labor Codes
6 by:

- 7 a. Failing to pay Plaintiffs and the Aggrieved Employees all earned minimum wage
8 compensation in violation of Labor Code §§ 1194, 1197, and 1198 *et seq.*
- 9 b. Failing to pay Plaintiffs and the Aggrieved Employees all earned overtime
10 compensation in violation of Labor Code §§ 510, 1194, and 1198 *et seq.*
- 11 c. Failing to provide legally required meal periods to Plaintiffs and the Aggrieved
12 Employees, and failing to pay Plaintiffs and the Aggrieved Employees an additional
13 hour of premium pay for meal period violations in violation of Labor Code §§ 226.7
14 and 512.
- 15 d. Failing to provide authorize and permit Plaintiffs and the Aggrieved Employees to take
16 duty-free rest periods, and failing to pay Plaintiffs and the Aggrieved Employees an
17 additional hour of premium pay for rest period violations in violation of Labor Code §
18 226.7.
- 19 e. Failing to timely pay Plaintiffs and the Aggrieved Employees all wages at the end of
20 their employment in violation of Labor Code §§ 201 and 202.
- 21 f. Failing to furnish Plaintiffs and the Aggrieved Employees with complete, accurate,
22 itemized wage statements in violation of Labor Code § 226.
- 23 g. Failing to maintain accurate records relating to Plaintiffs and the Aggrieved
24 Employees’ work periods, meal periods, total daily hours, hours per pay period, total
25 wages and compensation, and applicable pay rates in violation of Labor Code § 1174(d)
26 and the applicable IWC Wage Order.
- 27 h. Failing to reimburse Plaintiffs and the Aggrieved Employees for necessary business-
28 related expenses in violation of Labor Code §§ 2800 and 2802.

1 119. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiffs, individually
2 and on behalf of the Aggrieved Employees and the State of California, request and are entitled to
3 recover penalties against Defendants for the Labor Code violations described above, including
4 penalties under California Labor Code sections 2699, 558, 210, 1197.1, 226, 226.3, 1174.5, and
5 1197.1, penalties under the applicable IWC Wage Order, and any and all additional penalties and sums
6 as provided by the California Labor Code and/or other statutes. The exact amount of the applicable
7 penalties, in all, is in an amount to be shown according to proof at trial.

8 120. Plaintiffs have exhausted their administrative remedies pursuant to Labor Code §
9 2699.3. On November 10, 2022, Plaintiff Julie Nordman, through her counsel of record, by online filing
10 with the Labor and Workforce Development Agency (“LWDA”) and by certified mail to the
11 Defendants, notified Defendants and the LWDA of the specific provisions of the Labor Code and IWC
12 Wage Orders that Defendants have violated, including the facts and theories to support the violations,
13 and of her intent to bring a claim for civil penalties under PAGA. Plaintiffs also paid the filing fee
14 required under Labor Code § 2699.3.

15 121. On November 22, 2022, an amended notice was submitted to the LWDA and
16 Defendants in order identify Plaintiff Linda Peppers as an additional claimant and potential
17 representative plaintiff.

18 122. On January 17, 2023, a supplemental notice was submitted to the LWDA and
19 Defendants to provide additional facts and theories regarding the Labor Code violations committed by
20 Defendants.

21 123. As of the filing of this Complaint, more than sixty-five (65) days have elapsed since
22 the mailing of Plaintiffs' original, amended and supplemental notices, and the Labor and Workforce
23 Development Agency has not indicated that it intends to investigate the violations discussed in the
24 notice. Accordingly, Plaintiffs may commence a civil action to recover penalties for themselves and
25 other Aggrieved Employees pursuant to Labor Code § 2699.3.

26 124. Plaintiffs were compelled to retain the services of counsel to file this court action to
27 protect their interests and the Aggrieved Employees, and to assess and collect the civil penalties owed
28 by Defendants. Plaintiffs therefore seek an award of reasonable attorneys' fees and costs pursuant to

1 Labor Code § 2699(g)(1), and any other applicable statute.

2 **PRAYER FOR RELIEF**

3 WHEREFORE, Plaintiffs, individually and on behalf of all other members of the general
4 public similarly situated, and as private attorneys general, pray for relief and judgment against
5 Defendants, jointly and severally, as follows:

6 **Class Certification**

- 7 1. That this action be certified as a class action;
- 8 2. That Plaintiffs be appointed as the representatives of the Class;
- 9 3. That counsel for Plaintiffs be appointed as Class Counsel; and
- 10 4. That Defendants provide to Class Counsel immediately the names and most current/last
11 known contact information (address, e-mail and telephone numbers) of all class members.

12 **As to the First Cause of Action**

13 5. That the Court declare, adjudge and decree that Defendants violated California Labor
14 Code sections 510, 1194, 1197, and 1198 and applicable IWC Wage Orders by willfully failing to pay
15 all wages owed to Plaintiffs and other Class Members wages, including minimum wages, straight time
16 wages, and overtime wages;

17 6. For general unpaid wages at overtime wage rates and such general and special damages
18 as may be appropriate;

19 7. For pre-judgment interest on any unpaid overtime compensation commencing from the
20 date such amounts were due;

21 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
22 Labor Code section 1194;

23 9. For liquidated damages pursuant to California Labor Code section 1194.2; and

24 10. For such other and further relief as the Court may deem just and proper.

25 **As to the Second Cause of Action**

26 11. That the Court declare, adjudge and decree that Defendants violated California Labor
27 Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal
28 periods (including second meal periods) to Plaintiffs and the Class;

12. That the Court make an award to Plaintiffs and the Class of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

13. For all actual, consequential, and incidental losses and damages, according to proof;

14. For premium wages pursuant to California Labor Code section 226.7;

15. For pre-judgment interest on any unpaid wages from the date such amounts were due;

16. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 218.5; and

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

As to the Third Cause of Action

18. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiffs and the Class;

19. That the Court make an award to Plaintiffs and the Class of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

20. For all actual, consequential, and incidental losses and damages, according to proof;

21. For premium wages pursuant to California Labor Code section 226.7;

22. For pre-judgment interest on any unpaid wages from the date such amounts were due;

23. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 218.5; and

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

As to the Fourth Cause of Action

25. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiffs and other Class Members;

26. For all actual, consequential, and incidental losses and damages, according to proof;

27. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiffs and other Class Members who have left Defendants' employ;

28. For pre-judgment interest on any unpaid compensation from the date such amounts

1 were due; and

2 29. For such other and further relief as the Court may deem just and proper.

3 **As to the Fifth Cause of Action**

4 30. That the Court declare, adjudge and decree that Defendants violated the record keeping
5 provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiffs
6 and the Class, and willfully failed to provide accurate itemized wage statements thereto;

7 31. For actual, consequential and incidental losses and damages, according to proof;

8 32. For statutory penalties pursuant to California Labor Code section 226(e); and

9 33. For such other and further relief as the Court may deem just and proper.

10 **As to the Sixth Cause of Action**

11 34. That the Court declare, adjudge and decree that Defendants violated California Labor
12 Code sections 2800 and 2802 by willfully failing to reimburse Plaintiffs and the Class for all necessary
13 business-related expenses as required by California Labor Code sections 2800 and 2802;

14 35. For actual, consequential and incidental losses and damages, according to proof;

15 36. For the imposition of civil penalties and/or statutory penalties;

16 37. For reasonable attorneys' fees and costs of suit incurred herein; and

17 38. For such other and further relief as the Court may deem just and proper.

18 **As to the Seventh Cause of Action**

19 39. That the Court award Plaintiff and the Class damages for the amount of unpaid tips and
20 gratuities owed to them;

21 40. For all actual, consequential, and incidental losses and damages, according to proof;

22 41. For pre-judgment interest on any withheld tips and gratuities from the date such
23 amounts were due; and

24 42. For such other and further relief as the Court may deem just and proper.

25 **As to the Eighth Cause of Action**

26 43. That the Court declare, adjudge and decree that Defendants violated California
27 Business and Professions Code sections 17200, *et seq.* by failing to provide Plaintiffs and the Class
28 all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiffs and

1 the Class, failing to pay at least minimum wages to Plaintiffs and the Class, failing to pay Plaintiffs'
2 and other Class Members' wages timely as required by California Labor Code section 201, 202 and
3 204, by violating California Labor Code sections 226(a), 1174(d), 2800, and 2802, and by unlawfully
4 withholding tips and gratuities belonging to Plaintiffs and the Class;

5 44. For restitution of unpaid wages to Plaintiffs and the Class and all pre-judgment interest
6 from the day such amounts were due and payable;

7 45. For the appointment of a receiver to receive, manage and distribute any and all funds
8 disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a
9 result of violation of California Business and Professions Code sections 17200, *et seq.*;

10 46. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
11 Code of Civil Procedure section 1021.5;

12 47. For injunctive relief to ensure compliance with this section, pursuant to California
13 Business and Professions Code sections 17200, *et seq.*; and

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

15 **As to the Ninth Cause of Action**

16 49. For statutory attorneys' fees and costs pursuant to 2699(g)(1) of California Labor Code;

17 50. For the imposition of civil penalties pursuant to California Labor Code §§ 2699, 210,
18 558, 226, 226.3, 1174.5, 1197.1, and all other penalties allowed by the California Labor Code and/or
19 other applicable statutes; and

20 51. For such other relief as the Court deems just and proper.

21
22 Dated: April 25, 2023

PARKER & MINNE, LLP

23
24 By: _____



25 S. Emi Minne
26 Attorneys for Plaintiffs JULIE NORDMAN and
27 LINDA PEPPARS
28

1 **DEMAND FOR TRIAL BY JURY**

2 Plaintiffs demand a trial by jury as to all causes of action triable by a jury.

3 Dated: April 25, 2023

PARKER & MINNE, LLP

4
5
6 By:



S. Emi Minne

Attorneys for Plaintiffs JULIE NORDMAN and
LINDA PEPPARS

1 **PROOF OF SERVICE**

2 *Julie Nordman, et al. v. Bon Appetit Management Co., et al.* – Case No. 23-CIV-00188

3 I am over eighteen years of age and not a party to the within action; my business address is
4 700 South Flower Street, Suite 1000, Los Angeles, California 90017. On April 25, 2023, I served a
5 copy of the following document(s):

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

7 on the interested parties as follows:

8 Lonnie D. Giamela (lgiamela@fisherphillips.com)
9 Joel Moon (jmoon@fisherphillips.com)
10 FISHER & PHILLIPS LLP
11 444 South Flower Street, Suite 1500
12 Los Angeles, California 90071
13 Telephone: (213) 330-4500
14 Facsimile: (213) 330-4501
15 E-mail: lgiamela@fisherphillips.com; jmoon@fisherphillips.com;
16 nmartinez@fisherphillips.com; cakim@fisherphillips.com

17 Attorneys for Defendants BON APPETIT MANAGEMENT CO. and COMPASS GROUP
18 USA, INC.

19 ☒ **BY MAIL:** I enclosed the above documents in a sealed envelope with postage thereon fully
20 prepaid and placed for collection and mailing on the above date in accordance with ordinary
21 business practices. I am readily familiar with this firm's practice of collection and processing
22 of correspondence for mailing with the United States Postal Service, and that the
23 correspondence shall be deposited with the United States Postal Service the same day in the
24 ordinary course of business pursuant to Cal. Code Civ. Proc. § 1013(a).

25 ☒ **BY ELECTRONIC MAIL (E-MAIL):** I caused said document(s) to be delivered
26 electronically to be delivered to the addressee(s) listed above via email from email address
27 emi@parkeminne.com. I did not receive any electronic message or other indication that the
28 transmission was unsuccessful.

☒ **STATE** – I declare under penalty of perjury under the laws of the State of California that the
above is true and correct.

Executed on April 25, 2023, at Redondo Beach, California.

24 

25 _____
26 S. Emi Minne