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8 Attorneys for Plaintiff GARRIAN DESHONE ADAMS,
on behalf of the general public as private attorney general.

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
FOR THE COUNTY OF ALAMEDA

11
12 GARRIAN DESHONE ADAMS, on behalf of
the general public as private attorney general,

13
14 Plaintiff,

15 v.

16 ARAMARK SERVICES, INC., a Delaware
17 Corporation; and DOES 1-50, inclusive,

18 Defendants.
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ELECTRONICALLY FILED
Superior Court of California,
County of Alameda
10/14/2025 at 09:15:23 AM
By: Michael Moore Jr.,
Deputy Clerk

CASE NO.: **25CV148928**

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

1 Plaintiff GARRIAN DESHONE ADAMS (“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 ARAMARK SERVICES, INC. and DOES 1-
4 50, inclusive (collectively “Defendants”) as follows:

5 I. INTRODUCTION

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

11 2. In this case, Defendants violated various provisions of the California Labor Code.
12 As set forth below, Defendants implemented policies and practices which led to Defendant’s:
13 (a) failure to pay wages including overtime; (b) failing to pay timely wages required by Labor
14 Code § 203; (c) failing to provide accurate itemized wage statements (d) violation of Labor Code §
15 1024.5; and (e) failing to reimburse expenses. As a result, Plaintiff seeks penalties under Labor
16 Code 2698, *et seq.* on behalf of the general public as private attorney general and all other
17 aggrieved employees.

18 II. JURISDICTION AND VENUE

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

23 4. This Court has jurisdiction over Defendants because, upon information and belief,
24 each Defendant either has sufficient minimum contacts in California, or otherwise intentionally
25 avails itself of the California market so as to render the exercise of jurisdiction over it by the
26 California Courts consistent with traditional notions of fair play and substantial justice.

27 5. Venue as to each Defendant is proper in this judicial district pursuant to Code of
28 Civil Procedure section 395. Defendants are doing business throughout California, including but

1 not limited to Alameda County, and each Defendant is within the jurisdiction of this Court for
2 service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and
3 all other aggrieved employees within the State of California. Defendants employ numerous
4 aggrieved employees in in the State of California.

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

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

14 8. On information and belief, during the statutory liability period and continuing to
15 the present (“liability period”), Defendant consistently maintained and enforced against
16 Defendant’s Non-Exempt aggrieved Employees, among others, the following unlawful practices
17 and policies, in violation of California state wage and hour laws: (a) failure to pay wages including
18 overtime; (b) failing to pay timely wages required by Labor Code § 203; (c) failing to provide
19 accurate itemized wage statements (d) violation of Labor Code § 1024.5; and (e) failing to
20 reimburse expenses..

21 9. Plaintiff on behalf of the general public as private attorney general and all other
22 aggrieved employees bring this action pursuant to Labor Code 2698, et seq. for violations
23 enumerated under 2699.5 as follows: sections 201-203, 510, 512, 558, 432, 1024.5, 1174, 1174.5,
24 1175, 1194, 1197, 1197.1, 1198, 2802, and seeking penalties, interest, attorneys’ fees and costs.

25 **III. PARTIES**

26 **A. Plaintiff**

27 10. Plaintiff, GARRIAN DESHONE ADAMS, was employed by Defendants in
28 approximately June 17, 2024, as a Non-Exempt Employee with the title of Driver II and worked

1 during the liability period for Defendants until Plaintiff's separation from Defendants' employ in
2 approximately August 16, 2024. Plaintiff's duties included, but were not limited to delivering
3 products from trains location to location.

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

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

9 b) failing to pay wages, including overtime and minimum wages;

10 c) failing to provide accurate itemized wage statements;

11 d) failing to timely pay Plaintiff and Aggrieved Employees;

12 e) violating Labor Code § 1024.5; and

13 f) not reimbursed business expenses.

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

20 **B. Defendants**

21 12. Defendant ARAMARK SERVICES, INC. operates as a food service business.
22 Plaintiff estimates there are in excess of 100 Non-Exempt Employees who work or have worked
23 for Defendants over the last year.

24 13. Other than identified herein, Plaintiff is unaware of the true names, capacities,
25 relationships and extent of participation in the conduct alleged herein, of the defendants sued as
26 DOES 1 through 50, but is informed and believes and thereon alleges that said defendants are
27 legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by
28 such fictitious names. Plaintiff will amend this complaint when their true names and capacities are

1 ascertained.

2 14. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or
3 indirectly, or through agents or other persons, employed Plaintiff and other Aggrieved Employees,
4 and exercised control over their wages, hours, and working conditions. Plaintiff is informed and
5 believes and thereon alleges that each defendant acted in all respects pertinent to this action as the
6 agent of the other defendants, carried out a joint scheme, business plan or policy in all respects
7 pertinent hereto, and the acts of each defendant are legally attributable to the other defendants.

8 **IV. GENERAL ALLEGATIONS**

9 15. At all times set forth herein, Defendants employed Plaintiff and other persons in the
10 capacity of non-exempt positions, however titled, throughout the state of California.

11 16. Plaintiff is informed and believes Aggrieved Employees have at all times pertinent
12 hereto been Non-Exempt within the meaning of the California Labor Code and the implementing
13 rules and regulations of the IWC California Wage Orders.

14 17. Defendants continue to employ Non-Exempt Employees, however titled, in
15 California and implement a uniform set of policies and practices to all non-exempt employees, as
16 they were all engaged in the job duties related to Defendant's food service business.

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

20 19. Plaintiff is informed and believes that during the relevant time frame, all Aggrieved
21 Employees are citizens of the state of California.

22 20. During the relevant time frame, Defendants compensated Plaintiff and Aggrieved
23 Employees based upon an hourly rate.

24 21. Plaintiff is informed and believes that Plaintiff and Aggrieved Employees were not
25 compensated for all time worked as Plaintiff and Aggrieved Employees as a result of off-the-clock
26 to conduct pre-shift work activities. . For instance, approximately 2-3 times per week, Plaintiff
27 would have to wait in line for the Kronos time clock box to become available to record the start of
28 shifts. Plaintiff was prohibited from clocking in early.

1 22. Further, Plaintiff is informed and believes that Plaintiff and Class Members were
2 not compensated for all time worked as Plaintiff and Class Members as a result of off-the-clock
3 work. For instance, Plaintiff was required to keep his personal cell phone on his person and use his
4 personal cell phone for work-related activities such as texting and calling supervisors and
5 management, taking photos, and communicating with co-workers. Plaintiff also had to call the
6 Company to see if he was on the schedule, using his personal cell phone.

7 23. Plaintiff and Class Members were also not compensated for time spent off-the-
8 clock conducting training. Plaintiff was required to go through training on the forklift, but was not
9 compensated for this time.

10 24. Similarly, Plaintiff and Class Members were not compensated for orientation pay.

11 25. Plaintiff and Aggrieved Employees were also not compensated for time spent
12 donning and doffing their protective gear. For instance, Plaintiff was required to put on protective
13 gear, including a company uniform with the company logo, prior to clocking in. Plaintiff was also
14 required to take off the protective gear after clocking out. Employees were to store protective gear
15 in lockers provided at the jobsite. The lockers were located before the time clocks. Defendant
16 failed to compensate Plaintiff and Class Members for time spent donning and doffing protective
17 gear.

18 26. On information and belief, during the relevant time frame, Defendants failed to
19 adequately reimburse Plaintiffs and Class Members for business expenditures incurred for the use
20 of required protective gear for the job. For example, Plaintiff and Class Members were required to
21 wear protective gear such as steel-toe boots, reflective vests, gloves, hard hat, and safety goggles.
22 Defendant failed to reimburse Plaintiff for the required purchase of the gear. Such business
23 expenditures incurred were incurred in direct consequence of Plaintiff's and Class Members'
24 duties pursuant to Labor Code § 2802.

25 27. On information and belief, during the relevant time frame, Defendants failed to
26 adequately reimburse Plaintiffs and Class Members for business expenditures incurred for the use
27 of his personal cell phone, which was required for the job. Plaintiff spent significant time
28 communicating on his personal cell phone for work related matters, but was not reimbursed.

1 28. Defendants also failed to provide accurate, lawful itemized wage statements to
2 Plaintiff and the Aggrieved Employees in part because of the above specified violations. In
3 addition, upon information and belief, Defendants omitted an accurate itemization of total hours
4 worked, including premiums due and owing for overtime pay, gross pay, and net pay figures from
5 Plaintiff and the Aggrieved Employees' wage statements.

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

13 30. Defendants violated Labor Code section 1024.5 by requiring Consumer Credit
14 Reports to be conducted against Plaintiff and Aggrieved Employees, despite Plaintiff and
15 Aggrieved Employees not regularly dealing with cash totaling at least \$10,000 daily at work,
16 Plaintiff and Aggrieved Employees not having regular access to the Company Bank or Credit Card
17 information or Date of Births of the employees. Plaintiff and Aggrieved Employees do not fall in
18 the positions required to run a Consumer Credit Report, and thus, Defendant was in violation of
19 Labor Code section 1024.5.

20 31. Upon information and belief, Defendants knew and or should have known that it is
21 improper to implement policies and commit unlawful acts such as:

22 (a) requiring employees to work four (4) hours or a major fraction thereof without
23 being provided a minimum ten (10) minute rest period and without compensating the employees
24 with one (1) hour of pay at the employees' regular rate of compensation for each workday that a
25 rest period was not provided;

26 (b) requiring employees to work in excess of five (5) hours or ten (10) hours per day
27 without being provided an uninterrupted thirty minute meal period and/or a second meal period,
28 and without compensating employees with one (1) hour of pay at the regular rate of compensation

1 for each workday that such a meal period was not provided;

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

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

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

5 (f) conducting Consumer Credit Reports against Plaintiff and Aggrieved Employees in
6 violation of Labor Code section 1024.5; and

7 (g) failing to reimburse business expenses;

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

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

16 **REPRESENTATIVE CLAIMS**

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

18 33. Plaintiff incorporates by reference and re-alleges each and every allegation
19 contained above, as though fully set forth herein.

20 34. On August 7, 2025, Plaintiff complied with notice requirements pursuant to Labor
21 Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit A**,
22 indicating that the LWDA and Defendants were put on notice of the claims alleged here and that
23 the notice requirement has been satisfied. Sixty-five days have passed and the LWDA has not
24 indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action in a
25 representative capacity. The substance and violations set forth in this Complaint of which the
26 LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA Representative
27 Action Complaint to the LWDA.

28 35. Plaintiff is an aggrieved employee as defined in Labor Code Section 2699(a).

1 Plaintiff brings this cause of action on behalf of all current and former California Non-Exempt
2 Employees of Defendants.

3 36. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for
4 which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint,
5 including without limitation Labor Code section 201-203, 510, 512, 558, 1024.5, 1174, 1174.5,
6 1175, 1194, 1197, 1197.1, 1198, 2802, and 2698 *et seq.*, applicable IWC Wage Orders and
7 California Code of Regulations, Title 8, section 11000 *et seq.*

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

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

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

24 40. Defendants also willfully violated Labor Code sections 201-203 by failing to
25 provide all owed wages at separation from employment. Labor Code sections 201 and 202 require
26 Defendants to pay their employees all wages due either at time of firing, or within seventy-two
27 (72) hours of voluntary separation, if not sooner. Section 203 of the Labor Code provides that if an
28 employer willfully fails to timely pay such wages the employer must, as a penalty, continue to pay

1 the subject employee's wages until the back wages are paid in full or an action is commenced.
2 The penalty cannot exceed 30 days of wages.

3 41. Plaintiff and all other aggrieved employees who were separated from employment
4 are entitled to compensation for all forms of wages earned, including but not limited to
5 compensation regular and overtime wages, and for non-provided meal and rest periods, but to date
6 have not received such compensation, therefore entitling them to penalties under PAGA for
7 violations of Labor Code sections 201-203.

8 42. On information and belief, Defendants willfully failed to pay all wages due and
9 owing upon separation from employment. These wages include but are not limited to regular and
10 overtime wages.

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

16 44. Defendants have failed to provide Plaintiff and aggrieved Employees rates of pay
17 and the hours for which they worked for any given pay period.

18 45. Defendants have failed to accurately record all time worked.

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

24 47. Labor Code section 1024.5 states (a) An employer or prospective employer shall
25 not use a consumer credit report for employment purposes unless the position of the person for
26 whom the report is sought is any of the following:

27 (1) A managerial position.

28 (2) A position in the state Department of Justice.

1 (3) That of a sworn peace officer or other law enforcement position.

2 (4) A position for which the information contained in the report is required by law to be
3 disclosed or obtained.

4 (5) A position that involves regular access, for any purpose other than the routine
5 solicitation and processing of credit card applications in a retail establishment, to all of the
6 following types of information of any one person:

6 (A) Bank or credit card account information.

7 (B) Social security number.

8 (C) Date of birth.

9 (6) A position in which the person is, or would be, any of the following:

10 (A) A named signatory on the bank or credit card account of the employer.

11 (B) Authorized to transfer money on behalf of the employer.

12 (C) Authorized to enter into financial contracts on behalf of the employer.

13 (7) A position that involves access to confidential or proprietary information, including
14 a formula, pattern, compilation, program, device, method, technique, process or trade secret that
15 (i) derives independent economic value, actual or potential, from not being generally known to,
16 and not being readily ascertainable by proper means by, other persons who may obtain economic
17 value from the disclosure or use of the information, and (ii) is the subject of an effort that is
18 reasonable under the circumstances to maintain secrecy of the information.

18 (8) A position that involves regular access to cash totaling ten thousand dollars (\$10,000) or
19 more of the employer, a customer, or client, during the workday.

20 48. Labor Code section 1197 makes it unlawful to pay an employee less than the
21 minimum wage as established by the Industrial Welfare Commission.

22 49. Labor Code section 1198 provides that the maximum hours of work and the
23 standard conditions of labor fixed by the commission shall be the maximum hours of work and the
24 standard conditions of labor by the commission shall be the maximum hours of work and the
25 standard conditions of labor for employees. The employment of any employee for longer hours
26 than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

27 50. On information and belief, Defendants failed to reimburse Plaintiff and aggrieved
28 Employees for business expenses incurred as described above. Labor Code § 2802 requires
Defendants to indemnify Plaintiff and aggrieved Employees for necessary expenditures incurred in

1 direct consequences of the discharge of his or her duties. Despite these realities of the job,
2 Defendants failed to provide reimbursements.

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

7 52. Additionally, Defendants have no accurate records relating to aggrieved
8 employees’ work periods, total daily hours worked, total hours worked per payroll period and
9 applicable pay rates, in violation of Wage Order. Similarly, Defendants failed to maintain
10 accurate records relating to hours worked daily in violation of Labor Code sections 1174(d),
11 1174.5.

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

16 54. Labor Code §1198.5(a) provides that “[e]very current and former employee, or his
17 or her representative, has the right to inspect and receive a copy of the personnel records that the
18 employer maintains relating to the employee’s performance or to any grievance concerning the
19 employee.”

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

23 56. Plaintiff and the Representative aggrieved Employees are entitled to recover
24 Penalties and attorneys’ fees and costs under Labor Code section 2698, et seq.

25 **PRAYER FOR RELIEF**

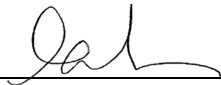
26 WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

- 27 1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq.;
- 28 2. For reasonable attorneys’ fees and costs; and

1 3. For such other and further relief as the Court deems proper.
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3

4 Dated: October 14, 2025

JAMES HAWKINS APLC

5
6 By: _____

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

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9 Attorneys for Plaintiff GARRIAN DESHONE
10 ADAMS, on behalf of the general public as
11 private attorney general
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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

August 7, 2025

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

ARAMARK SERVICES, INC.
Agent for Service of Process:
C T CORPORATION SYSTEM
Amanda Garcia
330 N Brand Blvd., Suite 700
Glendale, Ca 91203
Receipt No.: 9589 0710 5270 0078 0204 02

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

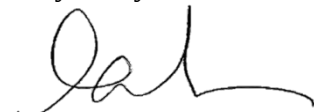
To Whom It May Concern:

PLEASE TAKE NOTICE that plaintiff GARRIAN DESHONE ADAMS, 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 and ARAMARK SERVICES, 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 Alameda 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,



Gregory Mauro

Enclosure: Proposed PAGA Representative Action Complaint