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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

LUIS ESTRADA, as an individual and on behalf of all other current and former Aggrieved Employees, Plaintiff, vs. BON APPETIT MANAGEMENT CO., a California corporation; COMPASS GROUP USA, INC., a Delaware corporation; and DOES 1 through 100, inclusive, Defendants.	Case No.: 26CV483785 **REPRESENTATIVE ACTION COMPLAINT:** **(1) CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 et seq.)** **UNLIMITED CIVIL CASE**

Plaintiff Luis Estrada ("Plaintiff"), on behalf of himself and all others similarly situated, hereby brings this Representative Action Complaint ("Complaint") against Bon Appetit Management Co., a California corporation; Compass Group USA, Inc., a Delaware corporation; and DOES 1 to 100, inclusive (collectively "Defendants"), and on information and belief alleges as follows:

JURISDICTION

1. Plaintiff, on behalf of himself and all other current and former Aggrieved Employees, hereby brings this Complaint for recovery of civil penalties under California Labor Code Private Attorneys General Act of 2004 ("PAGA"), Cal. Labor Code § 2698 *et seq*. This Complaint is brought pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over Defendants' violations of the California Labor Code because the amount in controversy exceeds this Court's jurisdictional minimum.

VENUE

2. Venue is proper in this judicial district pursuant to Cal. Code of Civ. Proc. §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein occurred in the County of Santa Clara. Defendants own, maintain offices, transact business, have agent(s) within the County of Santa Clara, and/or otherwise are found within the County of Santa Clara, and Defendants are within the jurisdiction of this Court for purposes of service of process.

PARTIES

3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein, Plaintiff was and currently is, a California resident. During the one year immediately preceding Plaintiff giving the required notice under the PAGA, and within the statute of limitations periods applicable to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt employee.

4. Plaintiff is informed and believes, and based thereon alleges, that during the one year preceding Plaintiff giving the required notice under the PAGA, Defendants did (and continue to do) business by providing food and vending services. Defendants employed Plaintiff and other, similarly-situated non-exempt employees within, among other counties, Santa Clara County and

the state of California and therefore were (and are) doing business in Santa Clara County and the State of California.

5. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and believes, and based thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and other current and former Aggrieved Employee to be subject to the unlawful employment practices, wrongs, injuries and damages complained of herein.

6. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned herein, Defendants were and are the employers of Plaintiff and other current and former Aggrieved Employee.

7. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants, and employees of each and every one of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting within the course and scope of said agency and employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of herein.

8. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and other aggrieved employees.

GENERAL FACTUAL ALLEGATIONS

9. Plaintiff has been employed by Defendants as a non-exempt employee since about February 2025. Plaintiff is a Laborer/Puller and his job duties include, without limitation,

organizing food products and generally assisting cooks.

10. Plaintiff's schedule varies. Generally, he is scheduled to work several days per workweek from 5:00 a.m. to 1:30 p.m. Defendants require Plaintiff to use a company-provided tablet to clock in and out each day.

11. During his employment with Defendants, Plaintiff was not paid for all time worked. Specifically, Defendants had a policy/practice of requiring Plaintiff and other non-exempt employees to work off the clock before and after their scheduled work time. Plaintiff was also required to perform work while he was clocked out for meal periods. This practice by Defendants resulted in Defendants not paying Plaintiff for all wages owed for the work he performed, including failing to pay him all required minimum and overtime wages.

12. Throughout Plaintiff's employment with Defendants, Plaintiff was not provided all required meal periods due to Defendants' meal period policies and practices, which fail to provide 30-minute first meal periods before the end of the fifth hour of work. Further, Defendants' meal period policies and practices fail to provide Plaintiff and the other non-exempt employees a second meal period for shifts over 10.0 hours, all in violation of California law. Also, Plaintiff's meal periods were regularly interrupted by Defendants.

13. Although Plaintiff was not provided with all legally-compliant meal periods to which he was entitled, Defendants failed to compensate Plaintiff with the required meal period premium for each workday in which he experienced a meal period violation as mandated by Labor Code § 226.7.

14. Plaintiff was also not authorized and permitted to timely take all required rest periods due to Defendants' rest period policies and practices. Defendants' rest period policies and practices fail to authorize and permit all net ten minute rest periods for every four hours worked, or *major fraction thereof*. Further, when Plaintiff worked in excess of 10.0 hours, he was not authorized and permitted to take a third 10-minute rest period in violation of California law.

15. On those occasions when Plaintiff was not authorized and permitted to take all legally-compliant rest periods to which he was entitled, Defendants failed to compensate Plaintiff

with the required rest period premium for each workday in which he experienced a rest period violation as mandated by Labor Code § 226.7.

16. During his employment with Defendants, Plaintiff was not reimbursed for all necessary business expenses incurred during the relevant time period. Specifically, Defendant required Plaintiff to use his personal cellular phone and purchase personal protective equipment (PPE) to discharge his duties. Accordingly, despite the non-exempt employees being required to use their personal cellular phone and/or purchase PPE, Defendants did not reimburse Plaintiff or other non-exempt employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties, or of their obedience to the directions of the employer in violation of California law.

17. As a result of Defendants' failure to pay all minimum and overtime wages and failure to pay meal and rest period premium wages, Defendants maintained inaccurate payroll records and issued inaccurate wage statements to Plaintiff.

18. As a result of all of the aforementioned Labor Code violations, Defendants are liable for civil penalties under the Labor Code Private Attorney General Act.

FIRST CAUSE OF ACTION

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004

(AGAINST ALL DEFENDANTS)

19. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

20. Defendants have committed several Labor Code violations against Plaintiff and other Aggrieved Employees. Plaintiff, an "Aggrieved Employee" within the meaning of Labor Code § 2698 *et seq.,* acting on behalf of himself and other Aggrieved Employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, the other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 2699 (a) and (f) including, but not limited to: (1) $250.00 for each initial violation and $1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (2) no less than $25.00 and up to $200.00 for each aggrieved employee per pay period pursuant to Labor Code § 2699(f) for those violations of the Labor Code for which no civil penalty is

specifically provided, based on the following Labor Code violations:

a. Defendants violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Plaintiff and other aggrieved employees the statutory minimum wage for all hours worked;

b. Defendants violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Plaintiff and other aggrieved employees all overtime compensation earned;

c. Defendants violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally required meal periods and failing to pay meal period premiums to Plaintiff and other aggrieved employees;

d. Defendants violated Labor Code §§ 226.7, 516, and 558 by failing to provide all legally required rest periods and failing to pay rest period premiums to Plaintiff and other aggrieved employees;

e. Defendant violated Labor Code § 226 by failing to furnish Plaintiff and other Aggrieved Employees with accurate and compliant itemized wage statements;

f. Defendants violated Labor Code § 2802 by failing to reimburse Plaintiff and other aggrieved employees for all necessary expenditures incurred; and

g. Defendants violated Labor Code § 1174 by failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees.

21. On October 30, 2025, Plaintiff notified Defendants via certified mail, and the California Labor and Workforce Development Agency ("LWDA") via e-mail, of Defendants' violations of the California Labor Code and Plaintiff's intent to bring a claim for civil penalties under California Labor Code § 2698 et seq. with respect to violations of the California Labor Code identified in Paragraph 20 (a)-(g). Attached hereto as **Exhibit 1** is a true and correct copy of the October 30, 2025 correspondence. Now that sixty-five days have passed from Plaintiff notifying Defendants of these violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the Labor Code Private Attorneys General Act with respect to these violations.

22. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which he is entitled to recover under California Labor Code § 2699(g).

PRAYER

WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf this suit is brought against Defendants, as follows:

1. Upon the First Cause of Action, for civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) $100.00 for each initial violation for each failure to pay each employee and $200.00 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) $250.00 for each initial violation and $1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (3) $50.00 for each initial violation and $100.00 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (4) no less than $5,000.00 and up to $25,000.00 for each violation pursuant to Labor Code § 226.8(b) and (c); and/or (5) no less than $25.00 and up to $200.00 for each aggrieved employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the Labor Code violations cited in Paragraph 20 (a)-(g) above.

2. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code § 218.6 and Civil Code §§ 3287 and 3289;

3. Upon the First Cause of Action, for attorneys' fees and costs as provided by Labor Code § 218.5 and Code of Civil Procedure § 1021.5; and

/ /

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

Dated: January 5, 2026

Respectfully submitted,
LIDMAN LAW, APC

By: ______________________
Scott M. Lidman
Milan Moore
Tiara Gose-Hardy

Attorneys for Plaintiff
LUIS ESTRADA

EXHIBIT 1

EXHIBIT 1

October 30, 2025

VIA LWDA WEBSITE
Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

VIA U.S. CERTIFIED MAIL – RETURN RECEIPT REQUESTED
Bon Appetit Management Co., a California corporation
c/o Koy Saechao, Registered Agent
CSC Lawyers Incorporation Service
2710 Gateway Oaks Drive
Sacramento, CA 95833

Compass Group USA, Inc., a Delaware corporation
c/o Koy Saechao, Registered Agent
CSC Lawyers Incorporation Service
2710 Gateway Oaks Drive
Sacramento, CA 95833

Re: *Luis Estrada v. Bon Appetit Management Co., a California corporation; and Compass Group USA, Inc., a Delaware corporation*

To Whom It May Concern:

Please be advised that this law firm represents Luis Estrada in claims arising from his employment with Bon Appetit Management Co., a California corporation, and Compass Group USA, Inc., a Delaware corporation (collectively, "Defendants"). Mr. Estrada is an "aggrieved employee" as defined by Labor Code sections 2699, *et seq*. due to Defendants' numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency ("LWDA") of the specific provisions of the Labor Code allegedly violated.

For purposes of this letter, an "aggrieved employee" should be considered to include all current and former hourly-paid employees in California who worked, at least in part, during the one year immediately preceding the date of this letter through the date of trial, the date judgment is entered, the date of settlement and/or other date approved by the Court.

Mr. Estrada, a current non-exempt employee, has been employed by Defendants since about February 2025. Since his employment with Defendants, Mr. Estrada held the job title of Laborer/Puller and his job duties include, without limitation, organizing food products and generally assisting cooks.

During his employment with Defendants, Mr. Estrada's work schedule has varied. Generally, he is scheduled to work several days per workweek from 5:00 a.m. to 1:30 p.m. Defendants require Mr. Estrada to use a company-provided tablet to clock in and out each day.

During Mr. Estrada's employment with Defendants, he and other hourly, non-exempt employees were not paid for all time worked. Specifically, Defendants had a policy/practice of requiring Mr. Estrada and other non-exempt employees to work off the clock before and after their scheduled work time. Mr. Estrada was also required to perform work while he was clocked out for meal periods. This practice by Defendants resulted in Defendants not paying Mr. Estrada and other hourly, non-exempt employees for all wages owed for the work they performed, including failing to pay them all required minimum and overtime wages.

Throughout his employment with Defendants, Mr. Estrada and other hourly, non-exempt employees were not provided all legally required meal periods due to Defendants' meal period policies and practices, which fail to provide uninterrupted, 30-minute duty free first meal periods before the end of the fifth hour of work and fail to provide second duty-free 30-minute meal periods for shifts of over 10.0 hours, in violation of California law. Also, Mr. Estrada's meal periods were regularly interrupted by Defendants. As a result of the work demands imposed by Defendants, Defendants often provided meal periods that were either late, short, interrupted, or failed to provide a required meal period altogether.

Although Mr. Estrada and other hourly, non-exempt employees were not provided with all legally-compliant meal periods to which they were entitled, Defendants failed to compensate Mr. Estrada and other hourly, non-exempt employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Throughout Mr. Estrada's employment with Defendants, Mr. Estrada and other hourly, non-exempt employees were not authorized and permitted to take legally required rest periods due to Defendants' unlawful rest period policies and practices. Defendants' rest period policies and practices fail to authorize and permit10-minute rest periods for every four hours worked, *or major fraction thereof*.

On those occasions when Mr. Estrada and other hourly, non-exempt employees were not authorized and permitted to take all legally-compliant rest periods to which they were entitled, Defendants failed to compensate Mr. Estrada and the other hourly, non-exempt employees with the required rest period premium for each workday in which they experienced a rest period violation as mandated by Labor Code § 226.7.

As a result of Defendants' failure to pay minimum and overtime wages, as well as meal and rest period premium wages, Defendants maintained inaccurate payroll records and issued inaccurate wage statements.

Defendants also failed to reimburse Mr. Estrada and other hourly, non-exempt employees for necessary business expenses incurred during the relevant time period. Specifically, Defendants required Mr. Estrada and other hourly, non-exempt employees to use their personal cellular phone and purchase personal protective equipment (PPE) for business purposes but they were not reimbursed for the usage. Accordingly, despite Mr. Estrada and the other non-exempt employees being required to use their personal cellular phones and/or purchase PPE, Defendants did not reimburse them for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties, or of their obedience to the directions of the employer in violation of California law.

As described above, Defendants committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 5 ("Wage Order 5"):

Minimum Wage Violations

Defendants were required to pay Mr. Estrada and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1194; 1194.2, 1197, 1197.1; The Wage Order 5, § 4. Mr. Estrada and other aggrieved employees were not paid for all hours worked due to Defendants' unlawful practices and procedures. As alleged above, Defendants' unlawful policies and procedures were to pay pursuant to the scheduled hours, even though Defendants knowingly permitted and required work to be performed off-the-clock. These practices by Defendants resulted in Defendants not paying Mr. Estrada and other aggrieved employees for all wages owed for the work they performed, including failing to pay them all required minimum wages.

Overtime Violations

Defendants were required to pay Mr. Estrada and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; the Wage Order 5, § 3. According to Labor Code § 510(a), "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." This Section further provides, "Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee." As alleged above, Defendants failed to pay Mr. Estrada for all hours worked. As a result of Defendants' policies and/or practices that fail to compensate for all hours worked, Mr. Estrada and other aggrieved employees were deprived all required overtime wages earned.

Meal Period Violations

As alleged above, Defendants failed to provide Mr. Estrada and other Aggrieved Employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 5, § 11. Specifically, Mr. Estrada and other Aggrieved Employees were often unable to take a duty-free 30-minute meal period before the end of the fifth hour of work and second meal periods when working shifts longer than 10.0 hours. As a result, Mr. Estrada and other Aggrieved Employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with … [an] order of the Industrial Welfare Commission … the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided."). Although Mr. Estrada and other Aggrieved Employees were not provided with all legally-compliant meal periods to which they were entitled, Defendants failed to compensate Mr. Estrada and other Aggrieved Employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Rest Period Violations

Defendants also failed to authorize and permit Mr. Estrada and other Aggrieved Employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 5, § 12. As alleged above, Defendants' rest period policies/practices fail to authorize and permit all 10-minute rest periods for every four hours worked, or *major fraction thereof*. As a result, Mr. Estrada and other Aggrieved Employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.")

Wage Statement Violations

Defendants knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Mr. Estrada and other Aggrieved Employees with accurate and complete, itemized wage statements that included, among other requirements, all minimum and overtime wages earned, in violation of Labor Code § 226 *et seq*. Defendants' failure to furnish Mr. Estrada and other Aggrieved Employees with complete and accurate, itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all minimum and overtime wages earned, and deprived them of the information necessary to identify discrepancies in Defendant's reported data.

Failure to Reimburse Necessary Expenditures

As described above, Defendants required Mr. Estrada and other Aggrieved Employees to use their personal cellular phone and purchase PPE to discharge their duties. Accordingly, despite the Aggrieved Employees being required to use their personal cellular phone and/or purchase PPE, Defendants did not reimburse Mr. Estrada or other Aggrieved employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties, or of their obedience to the directions of the employer in violation of California law. Defendants' policy/practice of not providing reimbursement for necessary work-related expenses is in violation of Wage Order 5, and Labor Code §§ 2802 and 2804 ("An employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or obedience to the directions of the employer.") Mr. Estrada and other Aggrieved Employees are therefore entitled to reimbursement of such unpaid work expenses with interest.

As an "aggrieved employee," Mr. Estrada will initiate a civil action on behalf of himself and other Aggrieved Employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Estrada's own investigation, and on information and belief, Defendants committed the following Labor Code violations:

a) Defendants violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Mr. Estrada and other aggrieved employees the statutory minimum wage for all hours worked;

b) Defendants violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Mr. Estrada and other aggrieved employees all overtime compensation earned;

c) Defendants violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally required meal periods and failing to pay meal period premiums to Mr. Estrada and other aggrieved employees;

d) Defendants violated Labor Code §§ 226.7, 516, and 558 by failing to provide all legally required rest periods and failing to pay rest period premiums to Mr. Estrada and other aggrieved employees;

e) Defendant violated Labor Code § 226 by failing to furnish Mr. Estrada and other Aggrieved Employees with accurate and compliant itemized wage statements;

f) Defendants violated Labor Code § 2802 by failing to reimburse Mr. Estrada and other aggrieved employees for all necessary expenditures incurred; and

g) Defendants violated Labor Code § 1174 by failing to maintain accurate records on behalf of Mr. Estrada and other aggrieved employees.

Pursuant to Labor Code section 2699.3(a)(2)(A), please notify us and Defendants if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,

LIDMAN LAW, APC

Paul K. Haines