October 30, 2025

VIA ON-LINE SUBMISSION ONLY TO:
https://dir.tfaforms.net/128
Private Attorneys General Act
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

VIA CERTIFIED MAIL TO:
(by certified mail to BON APPETIT MANAGEMENT CO. COMPASS GROUP USA, INC.)

Bon Appetit Management Co.
201 Redwood Shores Parkway, Suite 100
Redwood City, CA 94065
Certified Mail Tracking Number: 9414 8111 0549 5849 7124 70

CSC-Lawyers Incorporating Service
Agent for Service of Process for Bon Appetit Management Co.
2710 Gateway Oaks Drive
Sacramento, CA 95833
Certified Mail Tracking Number: 9414 8111 0549 5849 7108 03

Compass Group USA, Inc.
2400 Yorkmont Road, C/O Tax Dept.
Charlotte, NC 28217
Certified Mail Tracking Number: 9414 8111 0549 5849 7107 80

CSC-Lawyers Incorporating Service
Agent for Service of Process for Compass Group USA, Inc.
2710 Gateway Oaks Drive
Sacramento, CA 95833
Certified Mail Tracking Number: 9414 8111 0549 5849 7100 63

Re: Labor Code § 2698, *et seq*. Penalties - PAGA Notice Letter to LWDA
Nicky Garcia v. Bon Appetit Management Co., and Compass Group USA, Inc.,
Superior Court for the County of Los Angeles

Gentlepersons:

This office represents Plaintiff Nicky Garcia ("Plaintiff") and other similarly aggrieved individuals employed as non-exempt, hourly employees by Defendants in California during the relevant period (collectively "Aggrieved Employees") for, *inter alia*, violations of California Labor Code §§ 201, 202, 203, 204, 210, 218, 218.5, 221, 226, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2802, 2698, and 2699, *et seq.*; provisions of the Industrial Welfare Commission (IWC) Wage Order(s); and California Business & Professions Code § 17200 *et seq*.

The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et. seq.* ("the Act"). Plaintiff would like to bring a representative action, pursuant to the Act, on behalf of herself and all other Aggrieved Employees, and the State of California, against Defendants BON APPETIT MANAGEMENT CO., a California Stock Corporation; COMPASS GROUP USA, INC., a Delaware stock corporation, and Does 1 through 50 inclusive (all defendants being referred to herein collectively as "Defendants").

Additionally, this correspondence will serve to satisfy the notice requirements under the Act, along with Plaintiff's Class Action Complaint, which is attached to this Notice letter. The Complaint is being concurrently filed in Los Angeles County Superior Court and will be assigned a local case number. The Complaint allegations and claims are incorporated into this Notice Letter.

We also set forth herein the facts and theories and the California Labor Code violations which Defendants engaged in with respect to Plaintiff and all of their Aggrieved Employees in California. The attached Class Action Complaint provides the details of Plaintiff' class-wide claims and representative claims under the Act, and the applicable California law governing them. It, along with this Notice Letter, addresses in detail numerous violations that subject Defendants to civil and statutory penalties under the Act.

RELEVANT FACTS

Plaintiff and the Aggrieved Employees worked as hourly, non-exempt Employees for Defendants in positions generally pertaining to providing food services to Defendants' customers. Plaintiff, and upon information and belief other similarly situated Employees, were required to perform various work tasks and services at Defendants' locations in Los Angeles, California. Plaintiff has resided in Los Angeles County, California and was employed by Defendants throughout her employment based out of Defendants' locations in Los Angeles County, California.

Defendant BON APPETIT MANAGEMENT CO. ("Bon Appetit") is a California Stock Corporation, and lists its principal address as 201 Redwood Shores Parkway, Suite 100, Redwood City, CA 94065. The wage statements issued to Plaintiff list BON APPETIT MANAGEMENT CO. as her employer with the same address. Further, Bon Appetit's website lists itself as "an on-site restaurant company offering full foodservice management to corporations, universities, museums and specialty venues. Based in Palo Alto, California, Bon Appétit operates more than 1,000 cafes in 33 states for dozens of marquee clients." Plaintiff was employed by Defendants at its restaurants in the Huntington Library, Art Museum and Botanical Gardens located in Los Angeles, California. In light of this information, Plaintiff asserts that Bon Appetit employed other Aggrieved Employees in Los Angeles and throughout California.

Defendant COMPASS GROUP USA, INC. ("Compass") is a Delaware Stock Corporation, and lists its principal address as 2400 Yorkmont Road, Charlotte, North Carolina 28217. The W-2 wage and tax statement issued to Plaintiff lists COMPASS GROUP USA, INC. as her employer with the same address. Further, Compass's website lists Bon Appetit as one of its business ventures. Moreover, it is upon information and belief that Compass is an employer and/or joint employer of Plaintiff and the Aggrieved Employees and operates together with Bon Appetit to jointly employ Plaintiff and the Aggrieved Employees in connection with their food service operations based out their many restaurant locations throughout California. Additionally, upon information and belief, Compass operates as a parent to Bon Appetit.

Plaintiff and the Aggrieved Employees were generally asked to perform and engage in similar and related services tasks for Defendants' and at the behest of Defendants and their managers. She consistently worked without being paid all wages due and without being provided all required breaks. More specifically, Plaintiff and the Aggrieved Employees were employed by Defendants and shared similar job duties and responsibilities, were subjected to the same policies and practices, and endured similar violations at the hands of Defendants as the Aggrieved Employees who served in similar and related positions.

Defendants required Plaintiff and the Aggrieved Employees to work off-the-clock and failed to record accurate time worked by these Employees, failed to pay them at the appropriate rates for all hours worked, failed to pay all wages due and owing at termination or resignation, and provided Plaintiff and the Aggrieved Employees with inaccurate wage statements that prevented them from learning of these unlawful pay practices. Defendants also failed to provide Plaintiff and the Aggrieved Employees with lawful meal and rest periods, as Employees were required to remain under Defendants' control and were not provided with the opportunity to take full uninterrupted and duty-free rest periods and meal breaks, as required by the Labor Code and the applicable paragraphs of the IWC Wage Orders.

The Aggrieved Employees, including Plaintiff, are non-exempt employees of Defendants pursuant to the applicable Wage Order of the Industrial Welfare Commission ("IWC"). Upon information and belief, their employment has not been governed under any collective bargaining agreements. During the relevant time period, Plaintiff and the Aggrieved Employees were either not paid by Defendants for all hours worked or were not paid at the appropriate minimum, regular and overtime rates. Plaintiff also contends that Defendants failed to pay Plaintiff and the Aggrieved Employees all wages due and owing, including by requiring off-the-clock work, failed to provide meal and rest breaks, and failed to furnish accurate wage statements and timely pay all wages owed, all in violation of various provisions of the California Labor Code and applicable paragraphs of the IWC Wage Orders.

Plaintiff and the Aggrieved Employees were not paid all wages that they were owed, including for all work performed (resulting in "off-the-clock" work) and for all their overtime hours worked during the course of their employment with Defendants. This has resulted in systematic and ongoing violations of the California Labor Code and relevant IWC Wage Orders. Upon information and belief, Defendants employ other non-exempt, hourly employees in positions including cooks, line cooks, prep cooks, bussers, wait staff, servers, and in similar and related duties relevant to providing food services at Defendants' locations in California.

During Plaintiff's employment, she worked as a cook and sous chef with duties that included preparing ingredients and cooking dishes for customers, overlooking the kitchen staff, conducting inventory on products, placing orders with vendors, among other tasks. Plaintiff generally worked about 50 to 60 hours per week, five to six shifts per week. Plaintiff's scheduled hours generally ran from 7:30 a.m. through 5:30 p.m.

Plaintiff generally worked more than her scheduled hours due to off-the-clock work she was required to perform. On many occasions, Plaintiff worked shifts over eight hours to be paid at overtime premium rates. However, Plaintiff was required by Defendants to endure substantial off-the-clock work before and after her scheduled shift hours. Moreover, Plaintiff worked more hours than she was scheduled and paid for, including hours worked before and after her work shifts and during her meal and rest breaks, which were interrupted or not provided due to work demands.

Defendants' policy and practice of requiring systematic off-the-clock work flowed from their unlawful timekeeping procedures. Defendants required timekeeping entries to be inputted into the time clock by Employees. While Defendants required time punch records for shift start and end times and meal period beginning and end times, they were generally not recorded contemporaneously with the actual hours worked. Upon arriving at the restaurant, Plaintiff would have to turn on the ovens, stoves, and lights, fill up the sinks, don her uniform, check reservations, conduct a walkthrough of the refrigerators to check what supplies were needed, and either driver her own car or use the company golf carts to travel between kitchen to pick up the necessary supplies. She would need to complete these tasks prior to being allowed to clock in for the start of her shift. As a result, Defendants required Plaintiff to perform substantial off-the-clock work before her scheduled shift hours.

Furthermore, due to the heavy workload and chronic understaffing, Plaintiff was compelled to perform work and remain under Defendant's control during her meal periods, and after the end of her shift, for example, Plaintiff would serve customers during her scheduled meals. Additionally, Defendants required Plaintiff to carry her personal cellphone at all times during her shift, including her off the clock meal periods and off-duty rest breaks, in order to promptly respond to texts and calls from management regarding work-related duties. Moreover, after clocking out for the end of her shift, she was required to stay behind speak with management regarding orders and updates in the kitchen. Plaintiff was also required to use her personal cellphone outside of her shift and away from Defendants' facilities to respond to texts and calls from management regarding work-related duties.

Due to Defendants' uniformly applied policies, the Aggrieved Employees therefore experienced violations similar to Plaintiff. These include requiring off-the-clock work in the form of time worked before and after scheduled shifts and during breaks. Some of these tasks required by Defendants also occurred before the Aggrieved Employees clocked into Defendants' timekeeping system and after they clocked out for the shift, resulting in further off-the-clock work.

Plaintiff was not paid for all her hours worked at the required minimum, overtime, and double time wage rates due to Defendants' policy and practice of requiring her to work off-the-clock and without pay or to work through breaks, and Defendants thus also failed to keep required records of hours worked or to maintain them accurately. Defendants also failed to pay Plaintiff at the required overtime rates for all hours over eight in a shift, or over forty in a work week. With work shifts generally scheduled for eight hours or more, this unpaid off-the-clock work resulted in Plaintiff and the Aggrieved Employees working past eight hours on a shift, which required that they be paid at the correct overtime rate of 1.5 times their regular rate. Upon information and belief, the Aggrieved Employees were also subjected to similar scheduling and work policies by Defendants resulting in similar violations as Plaintiff.

Defendants have either failed to maintain timekeeping records for Plaintiff that would permit Plaintiff to discover the nature and extent of the off-the-clock work Defendants required and the actual hours Plaintiff worked or the breaks she received or have otherwise declined to produce them to Plaintiff in response to a timely and lawful records request. By requiring pervasive off-the-clock work and failing to pay for all hours worked, Defendants have also committed knowing and intentional ongoing violations of the record keeping requirements under the Labor Code, including section 1174.

Therefore, during the relevant time period, Defendants have had a consistent policy or practice of failing to pay the Aggrieved Employees for all hours worked and failing to pay minimum wages for all time worked, as required by California law. Also, Defendants had a consistent policy or practice of failing to pay the Aggrieved Employees overtime compensation at premium overtime rates for all hours worked in excess of eight hours a day and/or forty hours a week, and double-time rates for all hours worked in excess of twelve hours a day, in violation of Labor Code § 510 and the corresponding sections of IWC Wage Orders.

Defendants also failed to provide Plaintiff and the Aggrieved Employees with their required meal periods and the at least two ten-minute rest breaks required for scheduled shifts of eight hours. The above described off-the-clock work and job requirements and understaffing contributed to Defendants' common policy of failing to provide lawful meal periods to Plaintiff and the Aggrieved Employees, as required under the Labor Code and Paragraph 11 of the IWC Wage Order(s). Defendants similarly systematically failed to authorize and permit Plaintiff and the Aggrieved Employees to take all required 10-minute rest breaks, as required under the Labor Code and Paragraph 12 of the IWC Wage Order(s).

More specifically, Plaintiff worked shifts that entitled her to at least one meal period, but due to the prioritization of customer service, Plaintiff was compelled to delay her meal periods or have them interrupted. The heavy workloads, customer demands, chronic understaffing, and management expectations also contributed to Plaintiff working through her meal periods or not taking them or taking them late so work could be accomplished, or she was required to remain under Defendants' control during meal periods.

Although managers instructed Plaintiff to take a thirty-minute break before the fifth hour of work, such policy was not enforced. Meal periods were not scheduled, and instead, Plaintiff was expected by management to take her meal period only after attending to the needs of the restaurants and its customers. To the extent Defendants had a meal period policy, it went unenforced, as there were always tasks to perform or issues that Plaintiff needed to resolve, which led to systematic late and missed and interrupted meal periods. These managerial expectations also contributed to Employees taking late meal breaks and/or missing meal breaks to perform the tasks Defendants required them to accomplish. Upon information and belief, the Aggrieved Employees endured similar meal period violations at Defendants' hands. On the occasions when Plaintiff and the

Aggrieved Employees worked over ten hours on a shift, Defendants failed to provide them with a second uninterrupted and duty-free and timely meal period.

Therefore, meal period violations systematically occurred throughout all of Plaintiff's work shifts where Defendants both failed to provide a lawful meal period or penalty payment. To the extent Defendants ever did pay Plaintiff a meal period premium, they failed to include all forms of remuneration beyond hourly wages in the regular hourly rate used to pay the one-hour premium payment. Upon information and belief, the Aggrieved Employees were subjected to similar unlawful policies and practices and endured similar violations as Plaintiff.

Defendants thus followed a uniformly applied policies of not providing all required meal periods to their Employees. Even when Plaintiff and the Aggrieved Employees were able to take a meal period, it was provided for less than the required time. Additionally, as addressed above, Defendants followed a practice of requiring off-the-clock work in a manner that would impact when Employees were to receive meal periods and rest breaks, thus leading to further violations.

As a result, Defendants' failure to provide Plaintiff and the Aggrieved Employees with all legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest periods is and will be evidenced by Defendants' business records, or lack thereof. Defendants have either failed to maintain required records of when meal periods were actually provided or failed to produce them in response to Plaintiff's timely and lawful requests, or else maintained inaccurate and incomplete records. Defendants also failed to pay Employees "premium pay," i.e. one hour of wages at each Employee's effective hourly rate of pay, for each meal period or rest break that Defendants failed to provide or deficiently provided. Upon information and belief, if and when Defendants did pay any meal period premiums, they failed to include all forms of remuneration in the regular rate used to calculate and pay it.

Therefore, during the relevant time period, Plaintiff and the Aggrieved Employees were unable to take off-duty breaks or were otherwise not provided with the opportunity to take required meal breaks due to Defendants' policies and practices. On the occasions when Plaintiff and the Aggrieved Employees were provided with a meal period, it was often untimely or was impermissibly shortened, and Employees were not provided with one hour's wages in lieu thereof.

Similar violations resulted from Defendants' failure to authorize and permit Plaintiff and the Aggrieved Employees to take duty-free, net ten minute rest breaks for every four hours of shift work, or major fraction thereof. There were similar issues with the required net-ten-minute rest breaks that Plaintiff and the Aggrieved Employees were unable to take as with meal periods. This was exacerbated by the fact that Defendants exerted little effort to schedule and otherwise authorize and permit Plaintiff and the Aggrieved Employees to take their required ten-minute rest breaks. Defendants thus failed to authorize and permit Plaintiff and the Aggrieved Employees to take their required duty-free, net ten-minute rest periods. Plaintiff and the Aggrieved Employees were not free to leave the premises and were required to remain under Defendants' control during their rest breaks. To the extent rest breaks were not scheduled, Defendants' policy was not to provide them, and management did not emphasize the requirement to provide at least one ten-minute duty-free rest period for each four-hour duty period, or major fraction thereof. If and when

Plaintiff was permitted to take a ten-minute rest break on a shift, she was not permitted to take a second one or a third one or any breaks were untimely or impermissibly shortened. Therefore, the job requirements and duties required of Plaintiff and the Aggrieved Employees, and the demands from their managers, manifested a failure to authorize and permit the Aggrieved Employees to take all their required rest breaks. Plaintiff and the Aggrieved Employees were either not authorized or permitted the opportunity to take a rest break, or were required to remain under Defendants' control and respond to instructions and job requirements and demands.

Defendants' policies and practices thus systematically deny and denied Plaintiff and the Aggrieved Employees full, duty-free ten-minute rest periods and thirty-minute, duty-free meal periods. The California Supreme Court has instructed that the rest period requirement obligates employers to permit and authorizes employees to take-off-duty rest periods. That is, during rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time. Plaintiff and the Aggrieved Employees were and are under Defendants' control when they are working through rest breaks, and Defendants failed to schedule or account for required first, second, and third rest breaks during the shifts Plaintiff and the Aggrieved Employees generally worked.

Plaintiff and the Aggrieved Employees were also not authorized and permitted to take lawful rest periods, were systematically required by Defendants to work through or during breaks, and were not provided with one hour's wages in lieu thereof. They were required to remain on duty during breaks or portions of their breaks, thus making them either untimely or shortened under Defendants' policies and practices.

During the relevant period, Defendants have also consistently failed to provide the Aggrieved Employees with timely, accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws, including by the above-described requirement of off-the-clock work, failure to pay all overtime, and failure to pay premium wages for unprovided or otherwise unlawful meal and rest breaks. Defendants have also made it difficult to account with precision for the unlawfully withheld wages and meal and rest period compensation owed to Plaintiff and the Aggrieved Employees, during the liability period, because they did not implement and preserve a record-keeping method as required for non-exempt employees by Labor Code §§ 226, 1174(d), and paragraph 7 of the applicable Wage Orders. Upon information and belief, time clock punches were not maintained or were not accurately maintained for work shifts and meal periods. Defendants also failed to accurately record and pay for all regular and overtime hours worked by Plaintiff and the Aggrieved Employees.

Defendants also provided Plaintiff and the Aggrieved Employees with wage statements that failed to accurately report all hours worked and applicable hourly rates for all hours worked, including by requiring off-the-clock work. Plaintiff and the Aggrieved Employees were unable to discern from their wage statements alone the actual hours they worked in total during a pay period and the rates they were paid for those hours worked. The wage statements failed to include a separate listing for total hours worked or otherwise included hours that were not actual work hours and made it difficult for the Aggrieved Employees to calculate this number. To the extent Plaintiff and the Aggrieved Employees were not provided with the opportunity to review their timekeeping punch records for the shifts in the pay period before Defendants ran payroll for it, the Aggrieved Employees had no way of knowing if they were actually paid for all their hours worked. Defendants also listed an incorrect name or address of the actual employer on wage statements issued to Plaintiff and the Aggrieved Employees.

Defendants have thus also failed to comply with Labor Code § 226(a) by issuing wage statements that inaccurately reported total hours worked and total wages earned by Plaintiff and the Aggrieved Employees, along with the appropriate applicable rates, and failed to list the correct employer's name and address, among other requirements. Plaintiff and the Aggrieved Employees are therefore entitled to penalties not to exceed $4,000.00 for each employee pursuant to Labor Code § 226(b). Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period, meal periods, wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked by the Aggrieved Employees.

The failure to maintain accurate timekeeping records perpetrated by Defendants has also been exacerbated by other off-the-clock work Defendants required their Employees to endure. For example, before clocking in for the start of her shift and after clocking out for the end of her shift, Plaintiff frequently performed additional work assisting customers and co-workers who required assistance. Plaintiff was not permitted to record this time because it would constitute unauthorized overtime and she could face disciplinary action. Plaintiff and the Aggrieved Employees were also required to work or otherwise remain under Defendants' control after their shift end times, including while on-site and through after hours work-related communications regarding scheduling and other work requirements.

Defendants have failed to maintain timekeeping records for Plaintiff that would permit Plaintiff to discover the nature and extent of the off-the-clock work Defendants required and the actual hours Plaintiff worked or the breaks she received. By failing to pay for all hours worked, and by under-recording regular hours to the detriment of the Aggrieved Employees, Defendants have committed knowing and intentional ongoing violations of the record keeping requirements under the Labor Code, including section 1174, by either failing to maintain records or retaining inaccurate ones.

Defendants required Plaintiff and the Aggrieved Employees to work hours off-the-clock for which they were not compensated. They were also required to endure off the clock work addressed above, including during missed, interrupted or otherwise on-duty meal and rest periods. Defendants also failed to pay all overtime premium wages owed for work conducted on a work shift and a workday, as addressed above. Therefore, Defendants have followed a uniform and consistent policy of failing to timely pay all wages owed to Plaintiff and the Aggrieved Employees as required by California wage-and-hour laws, including Labor Code § 204. Furthermore, Defendants have followed a uniform and consistent policy of failing to pay all wages owed to the Aggrieved Employees at the time of their termination or within seventy-two hours of their resignation, as required by California wage-and-hour laws, including Labor Code §§ 201-203.

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During the relevant time period, Defendants have also consistently violated Labor Code § 221 by unlawfully collecting or deducting the Aggrieved Employees' earned wages, including by the above described off-the-clock work before and after work shifts and to the extent they deducted hours for unpaid meal periods Defendants failed to provide. By not compensating Employees for all hours worked and not recording any break times or permitting off-duty breaks, Defendants unlawfully deducted wages earned by and owed to Plaintiff and the Aggrieved Employees, in violation of Labor Code § 221.

Additionally, Defendants have regularly required Plaintiff and the Aggrieved Employees to incur necessary business expenses in the course of performing their required job duties without reimbursement. Defendants required Plaintiff and the Aggrieved Employees to use their own personal cellphones to respond to Defendants' work-related messages. Defendants also required Plaintiff and the Aggrieved Employees to use their own personal vehicles to complete work-related tasks. Furthermore, Plaintiff and the Aggrieved Employees were required to purchase protective gear, including safety shoes, aprons, cut gloves, and coats in order to perform their job duties. Moreover, Defendants provided Plaintiff and the Aggrieved Employees with uniforms that they were required to maintain and clean at their own expense. Plaintiff and the Aggrieved Employees must be reimbursed for these necessary business expenses under Labor Code § 2802 and Defendants systematically failed to do so.

PAGA CLAIM DETAILS, LEGAL BASES FOR VIOLATIONS AND PENALTIES:

As addressed above and in further detail in the attached Class Action Complaint, Plaintiff and the Aggrieved Employees complain of the following violations committed by Defendants:

Failure to Pay Minimum Wages

Defendants violated the law by failing to pay Aggrieved Employees minimum wages for all hours worked. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states, "[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful." The applicable minimum wages fixed by the commission for work during the relevant period is found in the Wage Orders.

Defendants failed to pay Plaintiff and the Aggrieved Employees minimum wages they were owed, including by having a consistent policy of failing to pay them for all hours worked. Plaintiff and the Aggrieved Employees would work hours and not receive wages, including as alleged above in connection with off-the-clock work, including all the time spent waiting to use the single time clock to punch in and out for their shifts, all the time required to remain on duty and under Defendants' control and during breaks due to the work demands placed upon them by Defendants' management and customers. Defendants also imposed difficult to attain job and shift scheduling requirements on Plaintiff and the Aggrieved Employees and understaffed shifts, which resulted in off-the-clock work and underpayment of all wages owed to Employees over a period of time, while benefiting Defendants. During the relevant time period, Defendants thus regularly failed to pay minimum wages to Aggrieved Employees, including by requiring systematic off-the-clock work.

Defendants' uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the Aggrieved Employees as a whole, as a result of implementing a uniform policy and practice that denied accurate compensation to Plaintiff and the Aggrieved Employees as to minimum wage pay.

In light of the foregoing, the Aggrieved Employees seek to recover wages and penalties. Aggrieved Employees are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiff and the Aggrieved employees further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory and civil penalties against Defendants, in a sum as provided by the California Labor Code and/or other applicable statutes, including pursuant to Labor Code § 558, and Wage Order provisions. To the extent minimum wage compensation is determined to be owed to the Aggrieved Employees who have terminated their employment, Defendants' conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under California Labor Code § 203, which penalties are sought herein on behalf of these Aggrieved Employees. Defendants' failure to timely pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code § 226 because they resulted in the issuance of inaccurate wage statements. Defendants' conduct as alleged herein was willful, intentional, and not in good faith. Further, Plaintiff and the Aggrieved Employees are entitled to seek and recover statutory costs.

Under the PAGA, and following exhaustion of the notice period, Plaintiff are seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Pay Wages and Overtime in Violation of Labor Code § 510

Defendants violated the law by failing to pay Aggrieved Employees earned wages and overtime. Specifically, Defendants had a consistent policy of not paying Employees wages for all hours worked, including hours at their required regular, overtime, and double-time rates. Defendants required Plaintiff and the Aggrieved Employees to work off-the-clock to avoid paying all their earned and owed straight time and overtime wages and other benefits, in violation of the California Labor Code, the California Code of Regulations and the IWC Wage Orders and guidelines set forth by the Division of Labor Standards and Enforcement. Defendants have also violated these provisions by requiring Plaintiff and other similarly situated non-exempt employees to work through meal periods when they were required to be clocked out or to otherwise work off-the-clock to complete their daily job duties or to attend and participate in company required activities or remain under Defendants' control. Therefore, Employees were not properly compensated, nor were they paid overtime rates for hours worked in excess of eight hours in a given day, and/or forty hours in a given week. Based on information and belief, Defendants did not make available to Employees a reasonable protocol for correcting time records when Employees worked overtime hours or to fix incorrect time entries or those that Defendants unlawfully under-recorded to the Employee's detriment, as Defendants required time records to generally reflect scheduled shift times. Defendants also under-paid Plaintiff and the putative Aggrieved Employees all wages by systematically miscalculating and underpaying overtime wages they earned, as detailed above.

In light of the foregoing, Aggrieved Employees seek to recover wages and penalties pursuant to the California Labor Code, including Labor Code §§ 204, 510, 558, 1174, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including paragraphs 2(K), 2(S), 3(A), 4, and 20. Defendants are liable to Employees for the full amount of all their unpaid wages and overtime compensation, with interest, plus their reasonable attorneys' fees and costs, as well as the assessment of any statutory penalties against Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other statutes and Wage Order provisions. Under the PAGA, and following exhaustion of the notice period, Plaintiff are seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Meal-Period Liability Under Labor Code § 226.7 and Penalties

Defendants have regularly required Aggrieved Employees to work shifts in excess of five hours without providing them with uninterrupted meal periods of not less than thirty minutes as required under Labor Code §§ 226.7, 512, and paragraph 11 of the applicable Wage Orders. Specifically, Aggrieved Employees were not provided with meal periods or were required to work or to otherwise remain under Defendants' control during meal periods, or Defendants provided them after Employees worked beyond the fifth hour of their shifts or Employees otherwise had them shortened and interrupted by work demands, chronic understaffing, and requirements to remain under Defendants' control during off-the-clock time. Furthermore, upon information and belief, on the occasions when Employees worked more than ten hours in a given shift, they did so without receiving a second uninterrupted thirty-minute meal period as required by law.

On the occasions when Aggrieved Employees were provided with a meal period, it was often untimely or interrupted by having to respond to work demands or remain under Defendant's control, in violation of the Labor Code and applicable Wage Orders. On shifts over ten hours, second meal periods were not provided. Defendants also failed to pay Aggrieved Employees "premium pay," i.e., one hour of wages at each Aggrieved Employee's effective regular rate of pay, for each meal period that Defendants failed to provide or deficiently provided. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff are seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2) and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Rest-Break Liability and Penalties Under Labor Code § 226.7 and Penalties

Defendants have consistently failed to provide Aggrieved Employees with paid rest breaks of not less than ten minutes for every work period of four or more consecutive hours, as required under Labor Code § 226.7. Specifically, Defendants provided rest periods untimely or for shortened durations due to the chronic understaffing and heavy workload demands placed upon them by Defendants' management and. Defendants also failed to pay Aggrieved Employees premium pay for each day on which requisite rest breaks were not provided or were deficiently provided.

Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their effective hourly rates of pay for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions. Under the PAGA, and following exhaustion of the notice period, Plaintiff are seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Issue Accurate Wage Statements in Violation of Labor Code § 226

California Labor Code § 226(a) requires an employer to furnish each employee with an accurate, itemized wage statements in writing. These statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a), Aggrieved Employees suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked.

Defendants failed to provide Aggrieved Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, the wage statements given to Aggrieved Employees failed to accurately account for unpaid wages, overtime, premium pay for deficiently provided meal periods and rest breaks, sick pay, and unlawfully received or collected wages, as discussed above, and failed to list accurate rates of pay due to miscalculations of overtime and premium pay. In light of these violations, and pursuant to Labor Code §§ 226(a) and 226(e) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, Aggrieved Employees are entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars ($4,000). They are also entitled to an award of costs and reasonable attorneys' fees.

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Under the PAGA, and following exhaustion of the notice period, Plaintiff assert PAGA claims for failure to provide Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code §226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial citation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation, …"

<u>Failure to Keep Records In Accordance With Labor Code § 1174</u>

Labor Code § 1174 requires employers to keep records showing payroll data and the hours worked daily by and the wages paid to employees. By failing to pay Aggrieved Employees proper wages, overtime, premium pay, etc., all discussed herein, Defendants failed to maintain proper employment records in accordance with Section 1174. In light of the foregoing, Plaintiff and Aggrieved Employees seek to recover penalties pursuant to Labor Code §§ 1174.5 and 2699, *et seq*. Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period, meal periods, wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked by the Aggrieved Employees, and they are entitled to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff assert PAGA claims for failure to provide Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, 1198, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 558, 1174.5, 1199, and 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

<u>Failure to Issue Semimonthly Payments in Violation of Labor Code § 204</u>

In failing to pay Aggrieved Employees wages, overtime, premium pay, etc., Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as well as the meal and rest periods taken by Aggrieved Employees, as required by Labor Code § 1174 and the applicable IWC wage orders. In light of the foregoing, Plaintiff and Aggrieved Employees seek to recover wages and penalties, interest, fees, and costs pursuant to Labor Code §§ 210, 218.5, 558, and 1194. In failing to pay Aggrieved Employees minimum wages and overtime, failing to provide proper meal and rest periods, failing to provide accurate itemized wage statements, and failing to pay Employees wages upon termination or timely upon resignation, all discussed above, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants also failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and paragraph 7 of the applicable IWC Wage Orders, entitling Aggrieved Employees to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff assert PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 203, 204, 2926, 2927, and 2699.5 seeking all civil penalties available and applicable under Labor Code §§ 204, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Waiting Time Penalties Pursuant to Labor Code § 203

Some Aggrieved Employees no longer work for Defendants; they either resigned or were terminated from Defendants' employ. Based on the foregoing, Defendants have had a consistent policy of failing to pay all wages earned by and owed to Aggrieved Employees at the time of their termination of within seventy-two hours of their resignation, as required by California under Labor Code § 203. In light of the foregoing, Plaintiff and Aggrieved Employees seek to recover wages and penalties pursuant to Labor Code § 558 and further specifically seek penalties and wages under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due. Under the PAGA, and following exhaustion of the notice period, Plaintiff assert PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199, 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Unlawfully Collecting or Receiving Wages in Violation of Labor Code § 221

Labor Code § 221 provides, "It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee." As discussed above, Defendants have consistently violated Labor Code § 221 by unlawfully collecting or deducting the Employees' earned wages, including by the above described off-the-clock work. By not compensating Employees for all hours worked, Defendant unlawfully deducted wages earned by and owed to Aggrieved Employees, in violation of Labor Code § 221. In light of the foregoing, Plaintiff and Aggrieved Employees seek to recover penalties pursuant to Labor Code § 558. Under the PAGA, and following exhaustion of the notice period, Plaintiff seek all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

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<u>Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802</u>

Defendants required Plaintiff and the Aggrieved Employees to pay for necessary work-related expenses they incurred. These included the cell phone-related expenses Plaintiff and the Aggrieved Employees incurred in responding to communications from managers and in maintaining their work uniforms. Also, mileage expenses incurred from use their own personal vehicles to complete work-related tasks. Furthermore, Plaintiff and the Aggrieved Employees were required to purchase protective gear, including safety shoes, aprons, cut gloves, and coats in order to perform their job duties. Moreover, Defendants provided Plaintiff and the Aggrieved Employees with uniforms that they were required to maintain and clean at their own expense.

Defendants thus uniformly failed to reimburse those lawful and necessary work-related expenses or losses incurred in direct discharge of their job duties during employment with Defendants and at the direction of the Defendants pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9. Defendants are liable for PAGA penalties resulting from their failure to reimburse necessary business expenses incurred by the Aggrieved Employees. Accordingly, Aggrieved Employees are entitled to recover, and hereby seek through this Representative Action, all civil and statutory penalties authorized for violations of California Labor Code §§ 1198 and 2802, and Section 9(B) of the applicable IWC Wage Orders, and Plaintiff seek all civil and statutory penalties available and applicable under Labor Code §§ 2802 and 2699(f)(2), and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

<u>Unfair Competition Under Business and Professions Code § 17200, *et seq.*</u>

Consequently, Defendants' conduct has been and continues to be unfair, unlawful, and harmful to Aggrieved Employees and the general public in violation of Business & Professions Code § 17200 *et seq*.

<u>Plaintiff' PAGA Claim under Labor Code § 2698 *et seq*. and Recovery Bases:</u>

After complying with the notice procedures of Labor Code § 2699.3 and the running of the notice period after the filing of the attached Class Action Complaint, Plaintiff will file an amended Complaint asserting, as a representative action on behalf of the California Attorney General and the Aggrieved Employees, a PAGA claim for violations of the above addressed underlying claims and seeking penalties as specified by the applicable corresponding provisions.

Plaintiff and the Aggrieved Employees seek penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5, including the penalty provisions, without limitation, based, *inter alia*, on the following California Labor Code sections: 201, 202, 203, 204, 221, 226, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1199, 2802, and 2698 *et seq*., including as follows:

(a) <u>Wage Claims</u>: For failure to provide Plaintiff and the Aggrieved Employees all earned regular pay and minimum wages for regular hours worked and for failure to pay overtime premium wages for overtime hours worked under Labor Code §§ 510, 1194(a), 1197, and 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1198, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(b) Meal and Rest Period Claims: For failure to provide Plaintiff and the Aggrieved Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable, including under paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code §226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial citation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation, …";

(d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(e) Unlawful Deductions and Failure to Reimburse Business Expenses: For Defendants' unlawful deductions from wages and for Defendants' failure to reimburse the necessary work related expenses incurred under Labor Code §§ 221, 1197, 1197.1, 1198, and 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties available and applicable under Labor Code §§ 221, 1197, 1197.1, 1198, 2802, 2699.5, and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1); and

(f) All Other Alleged Violations of the Labor Code and IWC Wage Orders: For Labor Code § 2810.5, and any above addressed violation of the applicable provisions of the Labor Code and IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

We have been constrained to initially move forward with the filing of this Complaint, alleging the causes of action discussed herein, without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

This letter and the attached Complaint therefore provide the requisite notice under the Act to the LWDA and Defendants by setting forth the specific provisions of the Labor Code and related provisions Plaintiff allege have been violated, including the facts and relevant theories alleged against BON APPETIT MANAGEMENT CO., COMPASS GROUP USA, INC., and any other named Defendants and joint employers. To prevent the violations described in the Complaint and herein from occurring, and to remedy past violations, Plaintiff respectfully request that the LWDA conduct an investigation into Defendants' employment practices in accordance with the Act.

Wherefore we request that you advise us, by certified mail within sixty days of the postmark on this letter, whether you intend to proceed with these claims or whether Plaintiff and the Aggrieved Employees should include them in an amended Labor Code § 2698 *et seq.* claim under the Act in an amended Complaint.

Regards,
D.LAW, INC.

Alvin B. Lindsay
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William Tran
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Cc: BON APPETIT MANAGEMENT CO. and COMPASS GROUP USA, INC. by Certified Mail