EMPLOYEE JUSTICE LEGAL GROUP

1001 WILSHIRE BOULEVARD,
LOS ANGELES, CALIFORNIA 90017
TEL: (213) 382-2222
FAX: (213) 382-2230

January 20, 2026

Filed Via LWDA Website:
Labor Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Re: KAMYA WILBORN v. COMPASS GROUP USA, INC.
Written Notice Under Labor Code § 2699.3

Dear PAGA Administrator:

Please be advised that KAMYA WILBORN (hereafter referred to as "Claimant") has retained our firm to represent her for her claims against her former employers, COMPASS GROUP USA, INC. ("Compass"), and DELTA AIR LINES, INC. ("Delta") (hereafter referred to jointly as "Defendants").

This letter shall serve as Claimant's written notice to the Labor and Workforce Development Agency of the Labor Code violations he claims Defendants committed against her and all other current and former non-exempt employees of Defendants in California. Claimant provides this written notice in accordance with the Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code 2698, et seq. Claimant desires to file a civil action to enforce her rights under the Labor Code and seek compensation accordingly.

Pursuant to Labor Code section 2699, and by way of this letter, Claimant also intends to represent all other current and former non-exempt employees of Defendants in California who have suffered at least one of the wage and hour violations described herein during their employment.

A copy of this letter, along with the $75.00 filing fee will be submitted through the LWDA's online portal for that purpose. Currently a letter is being delivered by certified mail to the Defendants in this matter.

FACTUAL BACKGROUND

The Employment Relationship:

Defendant Compass operates a food making and delivery service across numerous airport lounges across California, including Delta's airport lounge in Los Angeles International Airport, 1 World Wy, Los Angeles, CA 90045 ("LAX"). Upon information and belief, Delta operates similar airport lounges across the State of California, staffed by its direct employees or such other employees jointly employed by Compass or a similar services company.

Defendants jointly hired Claimant on October 6, 2024, as food runner. As a food runner, Claimant's duties include taking food items from a pick-up point and hand-delivering them to Defendants' client across the airport lounge.

Defendants terminated Claimant's employment on or about February 17, 2025.

Claimant's Hours and Work Conditions:

Defendants paid Claimant $28 per hour. Defendants scheduled Claimant to work Sunday through Thursday for 8-hour shifts, from 5:00 a.m. to 1:30 p.m.—including of meal break time–amounting to 40-hour workweeks. Defendants required Claimant and similarly situated aggrieved employees download the Compass application on their phone to clock-in and clock-out of their shifts.

Failure to Pay All Minimum, Regular, and Overtime Wages:

Defendants did not compensate Claimant and similarly situated aggrieved employees for all work performed outside the 8 hour shifts. 34. This failure to pay all hours and fractions of hours includes but is not limited to time spent getting through security and then traveling long distances to their work area. Plaintiff and other Class members must go through TSA check-points—which can constitute of lines of several minutes—before they can clock in for the day, under which they are under employer control and engaged in work for the employer's benefit. Plaintiff and Class members clock in on their phones, and could easily clock upon arrival to the airport or entry into the TSA line, but are instructed not to log their time until they arrive at the work area (lounge). 36.

Failure to Authorize and Permit Legally Sufficient Meal Breaks:

Claimant and similarly situated aggrieved employees would regularly work 8-hour days, or longer, for Defendants. However, Claimant and similarly situated employees did not enjoy proper 30-minute meal breaks. Particularly, Defendants would not allow Claimant and similarly situated aggrieved employees to take meal breaks outside of Defendants' break room. Furthermore, Defendants routinely interrupts employees' breaks because Defendants runs its business with insufficient staffing. As such, Plaintiff and Class members' meal breaks were structurally and regularly shorter than 30 minutes. However, Defendants did not compensate Claimant and other similarly situated aggrieved employees for every meal period that Defendants did not grant.

Thus, Defendants denied Claimant and other non-exempt employees in California specific rights afforded to them under the California Labor Code and the applicable Industrial Welfare Commission Wage Order ("IWC Wage Order").

Failure to Authorize and Permit Legally Sufficient Rest Breaks:

Claimant and similarly situated aggrieved employees would regularly work 8-hour days, or longer, for Defendants. However, Claimant and similarly situated employees did not enjoy proper 10-minute breaks. Particularly, Defendants did not allow Claimant and similarly situated aggrieved employees to take breaks outside of the break areas. In addition, Defendants does not allow Claimant and similarly situated employees to use restroom facilities other than during breaks—and yet, restroom facilities are a 10-minute walk away. Further, Defendants often interrupts Claimant's and similarly situated aggrieved employees' break periods and request they return to work. However, Defendants did not compensate Claimant and other similarly situated aggrieved employees for every rest period that Defendants did not grant.

Thus, Defendants denied Claimant and other non-exempt employees in California specific rights afforded to them under the California Labor Code and the applicable Industrial Welfare Commission Wage Order ("IWC Wage Order").

Failure to Provide Accurate Wage Statements:

Defendants did not and does not provide Claimant and similarly situated employees with accurate itemized wage statements because, as discussed above, the wage statements did not include all owed overtime, meal period premiums, rest period premiums, and the correct applicable rates of pay. Pertinently, Defendants does not record nor compensate Claimant and similarly situated aggrieved employees for time spent going through TSA checks. Furthermore, Defendants records Claimant's and similarly situated aggrieved employees' break periods even though Defendants continues to exercise control over their activities

Failure to Pay All Wages in a Timely Fashion During the Course of Employment and upon termination:

Because Defendants failed to appropriately compensate Claimant and similarly situated aggrieved employees for all work performed and employee rights forsaken, including missed meal and rest breaks periods, Defendants did not pay Claimant and similarly situated aggrieved employees all the wages they were due in a timely fashion in the course of employment nor upon termination.

Failure to Provide a Place of Employment that is Safe and Healthful:

Defendants did not and does not provide a safe and healthful place of employment to Claimant and similarly situated aggrieved employees. Specifically, Defendants does not allow Claimant and other similarly situated aggrieved employees to use restroom facilities outside of their two break periods per day—even though the long walk to the restrooms further dissuades Defendants' employees from wasting their rest breaks or risking returning late.

<u>FAILURE TO PAY MINIMUM, REGULAR AND OVERTIME WAGES</u>

(Violation of Labor Code §§ 200, 204, 510, 1194, 1194.2, 1197, 1197.1, 1198, 2699 et seq., and the "Minimum Wages" and Hours and Days of Work" Sections-of the Applicable IWC Wage Order)

Labor Code section 510 states "[a]ny 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. 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. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee."

Further, Labor Code section 1194(a) states "[n]otwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees and costs of suit." Liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon are provided for under Labor Code section 1194.2.

Additionally, Labor Code section 1197 states, "[t]he minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful."

Moreover, Labor Code section 1197. 1 (a) states "[a]ny employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Labor Code §203..." As provided for in Section 1197.1 (a)(1), for any initial violation that is intentionally committed, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee is underpaid. For each subsequent violation for the same specific offense, two hundred fifty dollars ($250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed.

Labor Code section 1198 states "[t]he maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

Pertinently, Section (B) of the "Minimum Wages" provision of the applicable IWC Wage Order states "[e]very employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission or otherwise."

Claimant alleges that he and other current and former aggrieved employees were not compensated for all minimum, regular, and overtime wages for all hours or fraction of hours worked. Specifically, this failure to pay all hours and fractions of hours includes but is not limited to time spent getting through security and then traveling long distances to their work area. Plaintiff and other Class members must go through TSA check-points—which can constitute of lines of several minutes—before they can clock in for the day, under which they are under employer control and engaged in work for the employer's benefit. Plaintiff and Class members clock in on their phones, and could easily clock upon arrival to the airport or entry into the TSA line, but are instructed not to log their time until they arrive at the work area (lounge).

Consequently, Claimant will seek to pursue all available remedies, including those provided by PAGA, for these alleged violations on behalf of herself and other current and former aggrieved employees of Defendants including, but not limited to, penalties and attorney's fees, and costs afforded under Labor Code sections 1194.2 and 1197.1.

FAILED TO PROVIDE LEGALLY COMPLIANT MEAL PERIODS

(Violation of Labor Code§§ 226.7, 512, 558, 1998, and
the "Meal Period" Sections of the Applicable IWC Wage Order)

Labor Code section 512(a) states: "An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived."

Section (A) of the "Meal Period" provision of the applicable IWC Wage Order states, "[n]o employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee. Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered "'on duty" meal period and counted as time worked." Section (8) states "If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the meal period is not provided." As further clarification, "[t]he employer satisfies this obligation if it relieves its employees of all duty, relinquishes control over their activities and permits them a reasonable opportunity to take an uninterrupted 30-minute break." *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1040.

Pertinently, Labor Code section 1198 states "[t]he maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

Labor Code section 226.7(b) states: “An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.”

Consequently, Labor Code section 558 states: “(a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows:

> (1) For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.
>
> (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.”

As set forth above, Claimant and similarly situated aggrieved employees would regularly work 8-hour days, or longer, for Defendants, but Claimant and similarly situated movers did not enjoy proper 30-minute meal breaks. Particularly, Defendants would not allow Claimant and similarly situated aggrieved employees to take meal breaks outside of Defendants’ break room. Furthermore, Defendants routinely interrupts employees’ breaks because Defendants runs its business with insufficient staffing. As such, Plaintiff and Class members’ meal breaks were structurally and regularly shorter than 30 minutes. However, Defendants did not compensate Claimant and other similarly situated aggrieved employees for every meal period that Defendants did not grant.

Claimant seeks to pursue all available remedies, including recovery of wages, interest, attorney's fees and costs and penalties to the extent allowed by law on behalf of herself and other non-exempt current and former aggrieved employees of Defendants.

FAILED TO PROVIDE LEGALLY COMPLIANT REST PERIODS

(Violation of Labor Code§§ 226.7, 558, 1198, and
the "Rest Period" Sections of the Applicable IWC Wage Order)

Section (A) of the "'Rest Periods" provision of applicable IWC Wage Order states, "'Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minute net rest, time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3½) hours. Authorized rest period time shall be counted, as hours worked, for which there shall be no deduction from wages."

Section (B) states "If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided."

Labor Code section 1198 states "The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

Labor Code section 226.7 states: "(b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health." In other words, "[d]uring required rest periods, employers must relieve their employees of all duties and relinquish any control over how employees spend their break time." *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 260.

Labor Code section 558 states: "(a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows:

> (1) For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.
> (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages."

As set forth above, Claimant and similarly situated aggrieved employees would regularly work 8-hour days, or longer, for Defendants, but Claimant and similarly situated movers did not enjoy proper 10-minute breaks. Particularly, Defendants did not allow Claimant and similarly situated aggrieved employees to take breaks outside of the break areas. In addition, Defendants does not allow Claimant and similarly situated employees to use restroom facilities other than during breaks—and yet, restroom facilities are a 10-minute walk away. Further, Defendants often interrupts Claimant's and similarly situated aggrieved employees' break periods and request they return to work. However, Defendants did not compensate Claimant and other similarly situated aggrieved employees for every legally compliant rest period that Defendants did not grant.

Claimant seeks to pursue all available remedies, including recovery of wages, interest, attorney's fees and costs and penalties to the extent allowed by law on behalf of herself and other non-exempt current and former aggrieved employees of Defendants.

<u>FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS</u>

(Violation of Labor Code§§ 226(a), 226(e)(l), 226.2, 226.3, 1198, 2699 et seq., and the "Records" Section of the Applicable IWC Wage Order)

Labor Code section 226(a) states in pertinent part that every employer shall provide an accurate itemized statement in writing with respect to each one of its employees showing: 1) gross wages earned; 2) total hours worked by an employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission; (3) the number of piece rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number;· (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

Further, Labor Code section 226.3 provides: "Any employer who violates subdivision (a) of Section 226 shall be subject to a civil 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 for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226."

In addition, Labor Code section 226(e) imposes a penalty of the greater of all actual damages or $50 for the initial pay period in which a violation occurs and $100 per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of $4,000, and Claimant is entitled to an award of costs and reasonable attorney's fees.

Also, Labor Code section 1198 states: “The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

Pertinently, Section (B) of the "Records" provision of the applicable IWC Wage Order states that “[e]very employer shall semimonthly or at the time of each payment of wages furnish each employee, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately, an itemized statement in writing showing: (1) all deductions; (2) the inclusive dates of the period for which the employee is paid; (3) the name of the employee or the employee’s social security number; and (4) the name of the employer, provided all deductions made on written orders of the employee may be aggregated and shown as one item.”

Moreover, Labor Code section 226.2(a)(2) provides that for employees earning piece-rate compensation “[t]he itemized statement required by subdivision (a) of Section 226 shall, in addition to the other items specified in that subdivision, separately state the following, to which the provisions of Section 226 shall also be applicable:

(A) The total hours of compensable rest and recovery periods, the rate of compensation, and the gross wages paid for those periods during the pay period.

(B) Except for employers paying compensation for other nonproductive time in accordance with paragraph (7), the total hours of other nonproductive time, as determined under paragraph (5), the rate of compensation, and the gross wages paid for that time during the pay period.

In this case, Defendants failed to provide Claimant and similarly situated aggrieved employees with accurate itemized wage statements complying with the requirements of Labor Code 226 and the applicable IWC Wage Order. Pertinently, the wage statements did not include all owed overtime, meal period premiums, rest period premiums, and the correct applicable rates of pay. Furthermore, Defendants's wage statements do not reflect the time Claimant and similarly situated aggrieved employees spend going through TSA checkpoints.

Consequently, Claimant will seek to pursue all available remedies, including those provided by PAGA, for these alleged violations on behalf of herself and other current and former aggrieved employees of Defendants including, but not limited to, penalties and attorney's fees and costs to the extent allowed by the law.

FAILURE TO MAINTAIN ACCURATE RECORDS

(Labor Code §§1174(d), 1174.5, 1198, 2699 et seq., and the "Records" Section of the applicable IWC Wage Order)

Labor Code section 1174(d) provides that an employer must keep at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to employees employed at the respective establishments. These records shall be kept on file for not less than three years. Labor Code section 1174.5 provides for a civil penalty of five hundred dollars ($500) for an employer who willfully fails to maintain the records pursuant to Labor Code section l 174(d).

Further, Labor Code section 1198 states: "The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

Pertinently, Sections (7)(A)(4) and (5) of the "Records" provision of the IWC Wage Order provides that employers "shall keep accurate information with respect to each employee," including total wages paid each payroll period, total hours worked during the payroll period, and applicable rates of pay, as well as time records showing when each employee begins and ends each work period. The time records must also show meal periods, split shift intervals, and total daily hours worked.

In this case, Defendants failed to maintain records as set forth in section 1174 of the Labor Code and the "Records" section of the applicable IWC Wage Order including but not limited to, accurately recording total hours of compensable overtime, missed meal and rest periods, and applicable rates of pay.

Consequently, Claimant will seek to pursue all available remedies, including those provided by PAGA, for these violations on behalf of herself and other current and former aggrieved employees of Defendants, to the extent a1lowed by law.

FAILURE TO TIMELY PAY WAGES DUE DURING THE COURSE OF EMPLOYMENT AND UPON TERMINATION OF EMPLOYMENT

(Violation of Labor Code §§ 201, 202, 203, 204, 210, 1198, 2699 et seq., and the "Minimum Wages" Section of the Applicable IWC Wage Order)

Labor Code section 201 states: "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

Further, Labor Code section 202 states "[i]f an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting."

Furthermore, Labor Code section 203(a) states, in relevant part: "If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days."

In addition, Labor Code section 204b provides:

> Labor performed by a weekly-paid employee during any calendar week and prior to or on the regular payday shall be paid for not later than the regular payday of the employer for such weekly-paid employee falling during the following calendar week.
>
> Labor performed by a weekly-paid employee during any calendar week and subsequent to the regular payday shall be paid for not later than seven days after the regular payday of the employer for such weekly-paid employee falling during the following calendar week.

Moreover, Labor Code section 210(a) imposes a civil penalty for violation of Labor Code section 204 of one hundred dollars ($100) for the initial violation for each failure to pay each employee and two hundred dollars ($200) for each subsequent violation, plus 25 percent of the amount unlawfully withheld.

Similarly, the "Minimum Wages" section of the applicable IWC Wage Order provides "[e]very employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise."

In this instance, because Defendants failed to appropriately compensate Claimant and similarly situated aggrieved employees for all work performed and employee rights forsaken, including missed meal and rest breaks periods, Defendants did not pay Claimant and similarly situated aggrieved employees all the wages they were due in a timely fashion in the course of employment nor upon termination.

Consequently, Claimant will pursue all remedies for Defendants' failure to pay timely wages on behalf of herself and other current and former aggrieved employees, including recovery of wages, attorney's fees, costs, and penalties to the extent allowed by law.

FAILURE TO PROVIDE A PLACE OF EMPLOYMENT THAT IS SAFE AND HEALTHFUL FOR THE EMPLOYEES THEREIN

(Violation of Labor Code §§ 6400, 6402, 6404 and 8 Cal. Code. Regs. § 3364; Applicable Wage Order subsection 15 (A)-(C))

Labor Code section 6400 states: "(a) Every employer shall furnish employment and a place of employment that is safe and healthful for the employees therein."

Labor Code section 6402 further provides: "No employer shall require, or permit any employee to go or be in any employment or place of employment which is not safe and healthful."

Labor Code Section 6404 reiterates: "No employer shall occupy or maintain any place of employment that is not safe and healthful."

Labor Code section 2699(f) provides for penalties of $100 "for each aggrieved employee per pay period for [an] initial violation," and $200 "for each aggrieved employee per pay period for each *subsequent* violation."

Additionally, California Code of Regulations, Title 8 § 3364 (b) states: "Toilet facilities shall be kept clean, maintained in good working order and be accessible to the employees at all times. Where practicable, toilet facilities should be within 200 feet of locations at which workers are regularly employed and should not be more than one floor-to-floor flight of stairs from working areas." Section 3364(a) further provides "[s]eparate toilet facilities shall be provided for each sex according to the [provided] table," and the pertinent table requires 6 water closets per gender for employers with a maximum of 150 employees. Employers who employ over 150 must provide for one additional water closet for each set of 40 extra employees. *Id*.

In this case, Defendants did not and does not provide a safe and healthful place of employment to Claimant and similarly situated aggrieved employees. Specifically, Defendants does not allow Claimant and other similarly situated aggrieved employees to use restroom facilities outside of their two break periods per day—even though the long walk to the restrooms further dissuades Defendants' employees from wasting their rest breaks or risking returning late.

Consequently, Claimant will pursue all remedies for Defendants' failure safe and healthful working conditions on behalf of herself and other current and former aggrieved employees, including recovery of attorney's fees, costs, and penalties to the extent allowed by law.

CIVIL PENALTIES FOR VIOLATION OF THE LABOR CODE

(Labor Code§§ 558 and 1197.1)

Labor Code section 558 subjects any employer, or any other person acting on behalf of an employer, who violates or causes to be violated Part 2, Chapter 1, of the Labor Code (Labor Code §§ 500-558) or any provision regulating the hours and days of work in any IWC Wage Order to a civil penalty in the amount of fifty dollars ($50) for any initial violation for each pay period in which an employee is underpaid in addition to an amount sufficient to recover underpaid wages, and one hundred dollars ($100) for each subsequent violation, in addition to an amount sufficient to recover underpaid wages. Similarly, Labor Code section 1197.1 subjects any employer, and any other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission, to a civil penalty of $100 for any initial violation for each underpaid employee for each pay period for which the employee is underpaid, and a $250 for each subsequent violation for the same specific offense for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. The $100/$250 civil penalties shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203, which shall be payable directly to the employee.

As set forth above, Defendants underpaid Claimant and other aggrieved employees by failing to pay them all missed meal and rest period wages as well as all proper overtime wages as required by Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1174, 1174.5, 1175, 1194, 1198, and the applicable sections of the IWC Wage Order. Consequently, Claimant will seek to pursue all available remedies, including those provided by PAGA, for these violations on behalf of herself and other current and former aggrieved employees, including those set forth under Labor Code sections 558 and 1197.1.

ATTORNEY'S FEES AND COSTS

(Labor Code§§ 218.5, 218.6, 226(e), 1194, 1194.2. and 2698, et seq.)

Labor Code Sections 218.5, 218.6, 226(e), 1194, and 1194.2 give employees the right to recover in a civil action the unpaid balance of the full amount of minimum wages, regular wages, overtime compensation, reimbursements, damages, liquidated damages and penalties, including interest thereon, reasonable attorney's fees, and costs of suit.

In addition, Labor Code sections 2698, et seq., among others, give employees the right to recover reasonable attorney's fees and costs, including any filing fee paid. Pursuant to Labor Code section 2698 et seq. employees are entitled to collect 35% of the penalty assessment. Consequently, Claimant will seek all available remedies, including those provided by PAGA. for these violations on behalf of herself and other current and former aggrieved employees in California.

CONCLUSION

The facts and claims contained herein are based on the information available at the time of this writing. If Claimant becomes aware of additional claims, additional compensation owed and/or other violations to her or any other current and former employee of Defendants, she reserves the right to revise these facts and/or add any new claims by amending this written notice.

Sincerely,

Justin Hewgill, Esq.

Compass Group USA, Inc.
c/o Koy Saechao
2710 Gateway Oaks Drive,
Sacramento, CA 95833

Compass Group USA, Inc.
2400 Yorkmont Road
Charlotte, NC 28217

Delta Air Lines, Inc.
c/o Koy Saechao
2710 Gateway Oaksdrive,
Sacramento, CA 95833