

03/07/2025

By: A. Turner Deputy

1 D.LAW, INC.
Emil Davtyan (SBN 299363)
2 emil@d.law
David Yeremian (SBN 226337)
3 d.yeremian@d.law
David Keledjian (SBN 309135)
4 d.keledjian@d.law
David Arakelyan (SBN 337076)
5 d.arakelyan@d.law
6 450 N. Brand Blvd. Ste. 840
Glendale, CA 91203
7 Telephone: (818) 962-6465
8 Facsimile: (818) 962-6469

9 Attorneys for Plaintiff REGINALD TODD

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF SACRAMENTO

12
13 REGINALD TODD, on behalf of himself and
14 all others similarly situated, and the general
public,

15 *Plaintiff,*

16 v.

17 COMPASS GROUP USA, INC. a Delaware
18 corporation; DELTA AIR LINES, INC., a
19 Delaware corporation; and DOES 1 through
50, inclusive,

20 *Defendants.*
21
22
23
24
25
26
27
28

Case No.: 23CV007763

Amended As a Matter of Right Pursuant to
Labor Code Section 2699.3(a)(2)(C)

**SECOND AMENDED REPRESENTATIVE
ACTION COMPLAINT**

1. Civil Penalties (Lab. Code § 2698, *et seq.*)

1 Plaintiff REGINALD TODD (“Plaintiff”), on behalf of himself, all others aggrieved
2 employees, the State of California, and the general public, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this representative action against Defendants COMPASS GROUP
5 USA, INC., and DELTA AIR LINES, INC., and DOES 1 through 50, inclusive, (collectively referred
6 to as “Defendants”) for alleged violations of the California Labor Code and California Business and
7 Professions Code. As set forth below, Plaintiff alleges that Defendants have:

- 8 a. failed to pay them overtime wages at the correct rate;
9 b. failed to pay them double time wages at the correct rate;
10 c. failed to pay them overtime and/or double time wages by failing to include all
11 applicable remuneration in calculating the regular rate of pay;
12 d. failed to provide them with meal periods;
13 e. failed to provide them with rest periods;
14 f. failed to pay them premium wages for missed meal and rest periods;
15 g. failed to provide them with accurate written wage statements;
16 h. failed to reimburse them with necessary business expenditures; and
17 i. failed to pay them all of their final wages following separation of employment.

18 Based on these alleged Labor Code violations, Plaintiff now brings this representative action
19 for civil penalties on behalf of himself, all Aggrieved Employees, the State of California, and the
20 general public.

21 **JURISDICTION AND VENUE**

22 2. This Court has subject matter jurisdiction to hear this case because the civil penalties
23 sought by Plaintiff from Defendants conduct exceeds the minimal jurisdiction of the Superior Court
24 of the State of California.

25 3. Venue is proper in the County of Sacramento pursuant to Code of Civil Procedure
26 sections 395(a) and 395.5 in that liability arose this county because at least some of the transactions
27 that are the subject matter of this Complaint occurred therein and/or each defendant is found,
28 maintains offices, transacts business and/or has an agent therein.

4. Venue is proper in Sacramento County because Defendants' have at all times alleged herein, conducted business in Sacramento County, and throughout California. Additionally, Defendants have failed to designate a location within California with the Secretary of State. As such, venue is proper in any county in California.

PARTIES

5. Plaintiff REGINALD TODD is, and at all relevant times mentioned herein, an individual residing in the State of California.

6. Plaintiff is informed and believes, and thereupon alleges that Defendant COMPASS GROUP USA, INC. is, and at all relevant times mentioned herein, a Delaware corporation doing business in the State of California.

7. DELTA AIR LINES, INC. is, and at all relevant times mentioned herein, a Delaware corporation doing business in the State of California.

8. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff will amend this Complaint to allege the true names and capacities of the DOE defendants when ascertained. Plaintiff is informed and believes, and thereupon alleges that each of the fictitiously named defendants are responsible in some manner for the occurrences, acts and omissions alleged herein and that Plaintiff's alleged damages were proximately caused by these defendants, and each of them. Plaintiff will amend this complaint to allege both the true names and capacities of the DOE defendants when ascertained.

9. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times mentioned herein, some or all of the defendants were the representatives, agents, employees, partners, directors, associates, joint venturers, joint employers, owners, principals or co-participants of some or all of the other defendants, and in doing the things alleged herein, were acting within the course and scope of such relationship and with the full knowledge, consent and ratification by such other defendants.

10. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times mentioned herein, some of the defendants pursued a common course of conduct, acted in concert and

1 conspired with one another, and aided and abetted one another to accomplish the occurrences, acts
2 and omissions alleged herein.

3 **GENERAL ALLEGATIONS**

4 11. Plaintiff worked for Defendants as a non-exempt employee at Delta Sky Club locations
5 in California during the relevant and statutory periods.

6 12. Defendants had a common policy and practice of systemically failing to pay Plaintiff
7 and Aggrieved Employees proper wages and overtime for all hours worked, at the proper rates of pay.
8 First, Defendants implemented an unlawful time-rounding policy and practice which rounded down
9 and reduced the actual working hours recorded by Plaintiff and Aggrieved Employees, and upon
10 which their pay was based, and generally did so to the detriment of the Plaintiff and Aggrieved
11 Employees, and these unlawfully rounded time entries were inputted into Defendants' payroll system
12 from which wage statements and payroll checks were created. Defendants did so with the ostensible
13 intent of paying Plaintiff and Aggrieved Employees only for the hours they were scheduled to work,
14 rather than the hours they were actually under Defendants' control. Plaintiff contends this policy is
15 not neutral and results, over time, to the detriment of the Plaintiff and Aggrieved Employees by
16 systematically undercompensating them.

17 13. Next, Plaintiff and Aggrieved Employees were also consistently required to perform
18 work, off-the-clock, both before and after their shifts, for which they were not paid wages.
19 Specifically, with regard to unpaid pre-shift hours, Plaintiff and Aggrieved Employees had to undergo
20 various security checks, including bag checks, and protocols all prior to clocking in for work; this
21 uncompensated process was repeated when Plaintiff and Aggrieved Employees returned to the
22 premises from unpaid meal periods. Additionally, Plaintiff and Aggrieved Employees had to undergo
23 mandatory temperature checks, again, prior to clocking in for work. Moreover, Defendants had a
24 common policy and practice of systemically requiring Plaintiff and Aggrieved Employees to perform
25 work duties during unpaid meal periods, when such meal periods were taken. All the forgoing and
26 uncompensated working time was under the direction and control of Defendants, for which no wages
27 were paid.

28 14. This uncompensated time caused Plaintiff and Aggrieved Employees to work in excess

1 of eight (8), ten (10) and/or twelve(12) hours a day and/or forty (40) hours a week, entitling Plaintiff
2 and Aggrieved Employees to minimum and overtime wages, which they were systemically denied.

3 15. Defendants had a common policy and practice of systemically denying Plaintiff and
4 Aggrieved Employees the opportunity to take meal periods in compliance with the California Law.
5 Specifically, Plaintiff and Aggrieved Employees' periods were systemically interrupted by work
6 duties. Additionally, Plaintiff and Aggrieved Employees were not provided the opportunity to take
7 their meal periods prior to the completion of their fifth hour of work, which were only further delayed
8 by the mandatory security checks, discussed above.

9 16. Plaintiff and Aggrieved Employees were not provided with meal periods of at least
10 thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling
11 each meal period as part of each work shift; (2) no formal written meal policy that encouraged
12 employees to take their meal periods, or that advised Aggrieved Employees of their meal and rest
13 period rights; and (3) Defendants' practice of requiring Aggrieved Employees to continue working
14 through their meal and rest periods due to the excessive workload.

15 17. Defendants had a common policy and practice of systemically denying Plaintiff and
16 Aggrieved Employees the opportunity to take meal periods in compliance with the California Law.
17 Plaintiff and Aggrieved Employees were not provided with rest periods of at least ten (10) minutes
18 for each four (4) hour work period, or major fraction thereof, due to (1) Defendants' policy of not
19 scheduling each rest period as part of each work shift, including second rest breaks for shifts of six
20 (6) hours or more; (2) no formal compliant written rest period policy that encouraged employees to
21 take their rest periods, or that properly advised Plaintiff and Aggrieved Employees of their rest period
22 rights; (3) Defendants' policy and practice of requiring Aggrieved Employees to continue working
23 through their rest breaks due to the excessive workload and having to keep, maintain, and monitor
24 their personal cellular phones, to respond to work-related messages during unpaid breaks.

25 18. Furthermore, Defendants failed to pay Plaintiff and Aggrieved Employees premium
26 pay wages at their appropriate regular rates of pay for each meal and rest period denied.

27 19. Plaintiff and Aggrieved Employees were not provided with accurate wage statements
28 as mandated by law pursuant to Labor Code section 226. Specifically, Defendants failed to issue wage

1 statements as “a detachable part of the check, draft, or voucher paying the employee’s wages, or
2 separately if wages are paid by personal check or cash, an accurate itemized statement in writing.”
3 Additionally, the wage statements issued to Plaintiff and Aggrieved Employees were not recorded in
4 “ink or other indelible form.”

5 20. Defendants failed to comply with Labor Code section 226(a)(1) as “gross wages
6 earned” were not accurately reflected in that: all hours worked, including overtime, were not included.

7 21. Defendants failed to comply with Labor Code section 226(a)(2) as “total hours worked
8 by the employee” were not accurately reflected in that: all hours worked, including overtime, were
9 not included.

10 22. Defendants failed to comply with Labor Code section 226(a)(5) as “net wages earned”
11 were not accurately reflected in that: all hours worked, including overtime, were not included.

12 23. Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable
13 hourly rates in effect during the pay period and the corresponding number of hours worked at each
14 hourly rate by the employee” were not accurately reflected in that: all hours worked, including
15 overtime, were not included.

16 24. Furthermore, Defendants failed to provide Plaintiff and Aggrieved Employees with
17 paper pay stubs as required by Labor Code § 226, applicable Wage Orders, and DLSE Opinion
18 Letters. Plaintiff’s and Aggrieved Employees’ wage statement were only provided in electronic
19 format in violation of Labor Code § 226.

20 25. Plaintiff and Aggrieved Employees were not reimbursed for business expenses
21 incurred in executing their duties under Defendant’s employ. Specifically, Plaintiff and Aggrieved
22 Employees were required to purchase cellular phones, and cellular phone service for work related
23 purposes. Additionally, Plaintiff and Aggrieved Employees had to purchase non-slip shoes and pay
24 for the maintenance and cleaning of their company work uniform, all necessary in executing their
25 duties under Defendants’ employ and for which no reimbursements were paid.

26 ///

27 ///

28 ///

1 **FIRST CAUSE OF ACTION**

2 **CIVIL PENALTIES**

3 **(Lab. Code §§ 2698 *et seq.*)**

4 **(Plaintiff Against All Defendants)**

5 26. Plaintiff incorporates by reference the preceding paragraphs of the Complaint as if
6 fully alleged herein.

7 27. At all relevant times, Plaintiff and the **Aggrieved Employees** have been non-exempt
8 employees of Defendant entitled to the full meal period protections of both the Labor Code and the
9 applicable Industrial Welfare Commission Wage Order.

10 28. Labor Code section 512 and Section 11 of the applicable Industrial Welfare
11 Commission Wage Order impose an affirmative obligation on employers to provide non-exempt
12 employees with uninterrupted, duty-free meal periods of at least thirty minutes for each work period
13 of five hours, and to provide them with two uninterrupted, duty-free meal periods of at least thirty
14 minutes for each work period of ten hours.

15 29. Labor Code section 226.7 and Section 11 of the applicable Industrial Welfare
16 Commission Wage Order (“Wage Order”) both prohibit employers from requiring employees to work
17 during required meal periods and require employers to pay non-exempt employees an hour of
18 premium wages on each workday that the employee is not provided with the required meal period.

19 30. Compensation for missed meal periods constitutes wages within the meaning of Labor
20 Code section 200.

21 31. Labor Code section 1198 makes it unlawful to employ a person under conditions that
22 violate the applicable Wage Order.

23 32. Section 11 of the applicable Wage Order states:

24 “No employer shall employ any person for a work period of more than five (5) hours
25 without a meal period of not less than 30 minutes, except that when a work period of
26 not more than six (6) hours will complete the day’s work the meal period may be
27 waived by mutual consent of the employer and employee. Unless the employee is
28 relieved of all duty during a 30 minute meal period, the meal period shall be considered
an ‘on duty’ meal period and counted as time worked. An ‘on duty’ meal period shall
be permitted only when the nature of the work prevents an employee from being
relieved of all duty and when by written agreement between the parties an on-the-job
paid meal period is agreed to. The written agreement shall state that the employee

1 may, in writing, revoke the agreement at any time.”

2 33. At all relevant times, Plaintiff was not subject to a valid on-duty meal period
3 agreement. Plaintiff is informed and believes that, at all relevant times, **Aggrieved Employees** were
4 not subject to valid on-duty meal period agreements with Defendants.

5 34. Plaintiff alleges that, at all relevant times during the applicable limitations period,
6 Defendants maintained a policy or practice of not providing Plaintiff and **Aggrieved Employees** with
7 uninterrupted, duty-free meal periods for at least thirty (30) minutes for each five (5) hour work
8 period, as required by Labor Code section 512 and the applicable Wage Order. Specifically,
9 Specifically, Plaintiff and **Aggrieved Employees**’ periods were systemically interrupted by work
10 duties. Additionally, Plaintiff and **Aggrieved Employees** were not provided the opportunity to take
11 their meal periods prior to the completion of their fifth hour of work, which were only further delayed
12 by the mandatory security checks, discussed herein.

13 35. Plaintiff alleges that, at all relevant times during the applicable limitations period,
14 Defendants maintained a policy or practice of failing to pay premium wages to **Aggrieved Employees**
15 when they worked five (5) hours without clocking out for any meal period.

16 36. Plaintiff alleges that, at all relevant times during the applicable limitations period,
17 Defendants maintained a policy or practice of not providing Plaintiff and **Aggrieved Employees** with
18 a second meal period when they worked shifts of ten or more hours and failed to pay them premium
19 wages as required by Labor Code 512 and the applicable Wage Order.

20 37. Moreover, Defendants written policies fail to inform **Aggrieved Employees** of their
21 meal period rights under the Labor Code and applicable Wage Orders.

22 38. At all relevant times, Defendants failed to pay Plaintiff and the **Aggrieved Employees**
23 additional premium wages, and/or were not paid premium wages at the employees’ regular rates of
24 pay when required meal periods were not provided.

25 39. Section 12 of the applicable Wage Order imposes an affirmative obligation on
26 employers to permit and authorize employees to take required rest periods at a rate of no less than ten
27 minutes of net rest time for each four hour work period, or major fraction thereof, that must be in the
28 middle of each work period insofar as practicable.

1 40. Labor Code section 226.7 and Section 12 of the applicable Wage Order both prohibit
2 employers from requiring employees to work during required rest periods and require employers to
3 pay non-exempt employees an hour of premium wages at the employees' regular rates of pay, on each
4 workday that the employee is not provided with the required rest period(s).

5 41. Compensation for missed rest periods constitutes wages within the meaning of Labor
6 Code section 200.

7 42. Labor Code section 1198 makes it unlawful to employ a person under conditions that
8 violate the Wage Order.

9 43. Plaintiff alleges that, at all relevant times during the applicable limitations period,
10 Defendants maintained a policy or practice of not providing the **Aggrieved Employees** with net rest
11 period of at least ten uninterrupted minutes for each four hour work period, or major fraction thereof,
12 as required by the applicable Wage Order.

13 44. Plaintiff and the **Aggrieved Employees** were not provided with rest periods of at least
14 ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1) Defendants'
15 policy of not scheduling each rest period as part of each work shift, including second rest breaks for
16 shifts of six (6) hours or more; (2) no formal compliant written rest period policy that encouraged
17 employees to take their rest periods, or that properly advised the **Aggrieved Employees** of their rest
18 period rights; (3) Defendants' policy and practice of requiring the **Aggrieved Employees** to continue
19 working through their rest breaks due to the excessive workload and maintaining and monitoring their
20 cellular phones during breaks.

21 45. At all relevant times, Defendants failed to pay Plaintiff and the **Aggrieved Employees**
22 additional premium wages when required rest periods were not provided.

23 46. Section 2 of the applicable Wage Order defines "hours worked" as "the time during
24 which an employee is subject to the control of the employer, and includes all the time the employee
25 is suffered or permitted to work, whether or not required to do so."

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

1 48. Labor Code section 1194 invalidates any agreement between an employer and an
2 employee to work for less than the minimum or overtime wage required under the applicable Wage
3 Order.

4 49. Labor Code section 1194.2 entitles non-exempt employees to recover liquidated
5 damages in amounts equal to the amounts of unpaid minimum wages and interest thereon in addition
6 to the underlying unpaid minimum wages and interest thereon.

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

10 51. Labor Code section 1197.1 provides that it is unlawful for any employer or any other
11 person acting either individually or as an officer, agent or employee of another person, to pay an
12 employee, or cause an employee to be paid, less than the applicable minimum wage.

13 52. Labor Code section 1198 makes it unlawful for employers to employ employees under
14 conditions that violate the applicable Wage Order.

15 53. Labor Code section 204 requires employers to pay non-exempt employees their earned
16 wages for the normal work period at least twice during each calendar month on days the employer
17 designates in advance and to pay non-exempt employees their earned wages for labor performed in
18 excess of the normal work period by no later than the next regular payday.

19 54. Labor Code section 223 makes it unlawful for employers to pay their employees lower
20 wages than required by contract or statute while purporting to pay them legal wages.

21 55. Labor Code section 510 and Section 3 of the applicable Wage Order require employees
22 to pay non-exempt employees overtime wages of no less than one and one-half times their respective
23 regular rates of pay for all hours worked in excess of eight hours in one workday, all hours worked in
24 excess of forty hours in one workweek, and/or for the first eight hours worked on the seventh
25 consecutive day of one workweek.

26 56. Labor Code section 510 and Section 3 of the applicable Wage Order also require
27 employers to pay non-exempt employees overtime wages of no less than two times their respective
28 regular rates of pay for all hours worked in excess of twelve hours in one workday and for all hours

1 worked in excess of eight hours on a seventh consecutive workday during the workweek.

2 57. Plaintiff is informed and believes that, at all relevant times, Defendants have applied
3 centrally devised policies and practices to her and the **Aggrieved Employees** with respect to working
4 conditions and compensation arrangements.

5 58. At all relevant times, Defendants failed to pay hourly wages to Plaintiff and the
6 **Aggrieved Employees** for all time worked, including but not limited to, overtime hours at statutory
7 and/or agreed rates.

8 59. Plaintiff and the **Aggrieved Employees** were not paid proper wages and overtime for
9 all hours worked, at the proper rates of pay. First, Defendants implemented an unlawful time-rounding
10 policy and practice which rounded down and reduced the actual working hours recorded by Plaintiff
11 and the **Aggrieved Employees**, and upon which their pay was based, and generally did so to the
12 detriment of the Plaintiff and the **Aggrieved Employees**, and these unlawfully rounded time entries
13 were inputted into Defendants' payroll system from which wage statements and payroll checks were
14 created. Defendants did so with the ostensible intent of paying Plaintiff and the **Aggrieved**
15 **Employees** only for the hours they were scheduled to work, rather than the hours they were actually
16 under Defendants' control. Plaintiff contends this policy is not neutral and results, over time, to the
17 detriment of the Plaintiff and the **Aggrieved Employees** by systematically undercompensating them.

18 60. Next, Plaintiff and the **Aggrieved Employees** were also consistently required to
19 perform work, off-the-clock, both before and after their shifts, for which they were not paid wages.
20 Specifically, with regard to unpaid pre-shift hours, Plaintiff and the **Aggrieved Employees** had to
21 undergo various security checks, including bag checks, and protocols all prior to clocking in for work;
22 this uncompensated process was repeated when Plaintiff and the **Aggrieved Employees** returned to
23 the premises from unpaid meal periods. Additionally, Plaintiff and the **Aggrieved Employees** had to
24 undergo mandatory temperature checks, again, prior to clocking in for work. Moreover, Defendants
25 had a common policy and practice of systemically requiring Plaintiff and the **Aggrieved Employees**
26 to perform work duties during unpaid meal periods, when such meal periods were taken. All the
27 forgoing and uncompensated working time was under the direction and control of Defendants, for
28 which no wages were paid.

1 61. This uncompensated time caused Plaintiff and the **Aggrieved Employees** to work in
2 excess of eight (8), ten (10), and twelve (12) hours a day and/or forty (40) hours a week, entitling
3 Plaintiff and the **Aggrieved Employees** to minimum and overtime wages, which they were
4 systemically denied.

5 62. Labor Code section 226(a) states:

6 “An employer, semimonthly or at the time of each payment of wages, shall furnish to
7 his or her employee, either as a detachable part of the check, draft, or voucher paying
8 the employee’s wages, or separately if wages are paid by personal check or cash, an
9 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
10 worked by the employee, except as provided in subdivision (j), (3) the number of
11 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-
12 rate basis, (4) all deductions, provided that all deductions made on written orders of
13 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
14 inclusive dates of the period for which the employee is paid, (7) the name of the
15 employee and only the last four digits of his or her social security number or an
16 employee identification number other than a social security number, (8) the name and
17 address of the legal entity that is the employer and, if the employer is a farm labor
18 contractor, as defined in subdivision (b) of Section 1682, the name and address of the
19 legal entity that secured the services of the employer, and (9) all applicable hourly
20 rates in effect during the pay period and the corresponding number of hours worked at
21 each hourly rate by the employee and, beginning July 1, 2013, if the employer is a
22 temporary services employer as defined in Section 201.3, the rate of pay and the total
23 hours worked for each temporary services assignment. The deductions made from
24 payment of wages shall be recorded in ink or other indelible form, properly dated,
25 showing the month, day, and year, and a copy of the statement and the record of the
26 deductions shall be kept on file by the employer for at least three years at the place of
27 employment or at a central location within the State of California. For purposes of
28 this subdivision, ‘copy’ includes a duplicate of the itemized statement provided to an
employee or a computer-generated record that accurately shows all of the information
required by this subdivision.”

19 63. The Division of Labor Standards Enforcement (“DLSE”) has sought to harmonize the
20 “detachable part of the check” provision and the “accurate itemized statement in writing” provision
21 of Labor Code section 226(a) by allowing for electronic wage statements so long as each employee
22 retains the right to elect to receive a written paper stub or record and that those who are provided with
23 electronic wage statements retain the ability to easily access the information and convert the electronic
24 statements into hard copies at no expense to the employee. (DLSE Opinion Letter July 6, 2006).

25 64. Plaintiff is informed and believes that, at all relevant times during the applicable
26 limitations period, Defendants have failed to provide the **Aggrieved Employees** with written wage
27 statements as described above. Additionally, the wage statements issued to **Aggrieved Employees**
28 failed to account for the unpaid minimum wages, overtime, and premium pay wages described

1 above.

2 65. Furthermore, Defendants failed to provide Plaintiff and the **Aggrieved Employees**
3 with paper pay stubs as required by Labor Code § 226, applicable Wage Orders, and DLSE Opinion
4 Letters. Plaintiff's and the **Aggrieved Employees'** wage statement were only provided in electronic
5 format in violation of Labor Code § 226.

6 66. Plaintiff is informed and believes that Defendants' failure to provide her and the
7 **Aggrieved Employees** with accurate written wage statements were intentional in that Defendants
8 have the ability to provide them with accurate wage statements but have intentionally provided them
9 with written wage statements that Defendants have known do not comply with Labor Code section
10 226(a).

11 67. Plaintiff and the **Aggrieved Employees** have suffered injuries, in that Defendants have
12 violated their legal rights to receive accurate wage statements and have misled them about their actual
13 rates of pay and wages earned. In addition, inaccurate information on their wage statements have
14 prevented immediate challenges to Defendants' unlawful pay practices, has required discovery and
15 mathematical computations to determine the amount of wages owed, has caused difficulty and
16 expense in attempting to reconstruct time and pay records, and/or has led to the submission of
17 inaccurate information about wages and deductions to federal and state government agencies.

18 68. Pursuant to Labor Code section 226(e), Plaintiff, on behalf of himself and the
19 **Aggrieved Employees**, seek the greater of actual damages or \$50.00 for the initial pay period in
20 which a violation of Labor Code section 226(a) occurred, and \$100.00 for each subsequent pay period
21 in which a violation of Labor Code section 226(a) occurred, not to exceed an aggregate penalty of
22 \$4000.00 per aggrieved employee, as well as awards of reasonable attorneys' fees and costs.

23 69. At all relevant times, Plaintiff and the **Aggrieved Employees** have been entitled, upon
24 the end of their employment with Defendants, to timely payment of all wages earned and unpaid
25 before termination or resignation.

26 70. At all relevant times, pursuant to Labor Code section 201, employees who have been
27 discharged have been entitled to payment of all final wages immediately upon termination.

28 71. At all relevant times, pursuant to Labor Code section 202, employees who have

1 resigned after giving at least seventy-two (72) hours notice of resignation have been entitled to
2 payment of all final wages at the time of resignation.

3 72. Plaintiff is informed and believes that, at all relevant time during the applicable
4 limitations period, Defendants have failed to timely pay the **Aggrieved Employees** all of their final
5 wages in accordance with the Labor Code.

6 73. Plaintiff is informed and believes that, at all relevant times during the applicable
7 limitations period, Defendants have maintained a policy or practice of paying the **Aggrieved**
8 **Employees** their final wages without regard to the requirements of Labor Code sections 201 or 202
9 by failing to timely pay them all final wages.

10 74. Plaintiff is informed and believes and thereupon alleges that Defendants' failure to
11 timely pay all final wages to her and the **Aggrieved Employees** have been willful in that Defendants
12 have the ability to pay final wages in accordance with Labor Code sections 201 and/or 202 but have
13 intentionally adopted policies or practices that are incompatible with those requirements.

14 75. Labor Code section 2802(a) states:

15 "An employer shall indemnify his or her employee for all necessary expenditures or
16 losses incurred by the employee in direct consequence of the discharge of his or her
17 duties, or of his or her obedience to the directions of the employer, even though
unlawful, unless the employee, at the time of obeying the directions, believed them to
be unlawful."

18 76. At all relevant times during the applicable limitations period, Plaintiff and the
19 Aggrieved Employees incurred necessary business-related expenses and costs, including but not
20 limited to, the use of personal cell phones for work-related activities.

21 77. Plaintiff is informed and believes and thereupon alleges that the reimbursement paid
22 by Defendants was insufficient to indemnify Plaintiff and Aggrieved Employees for all necessary
23 expenses incurred in the discharge of their duties.

24 78. At all relevant times during the applicable limitations period, Defendants required
25 Plaintiff and the Aggrieved Employees to pay for expenses and/or losses caused by Defendants'
26 want of ordinary care. Defendants failed to indemnify Plaintiff and Aggrieved Employees for all
27 such expenditures.
28

1 79. Plaintiff and the **Aggrieved Employees** were not reimbursed for business expenses
2 incurred in executing their duties under Defendant's employ. Specifically, Plaintiff and the
3 **Aggrieved Employees** were required to purchase cellular phones, and cellular phone service for work
4 related purposes. Additionally, Plaintiff and the **Aggrieved Employees** had to purchase non-slip
5 shoes and pay for the maintenance and cleaning of their company work uniform, all necessary in
6 executing their duties under Defendants' employ and for which no reimbursements were paid.

7 80. Accordingly, Plaintiff and the **Aggrieved Employees** are entitled to restitution for all
8 unpaid amounts due and owing to within four years of the date of the filing of the Complaint and until
9 the date of entry of judgment.

10 81. Plaintiff, on behalf of himself, and the **Aggrieved Employees**, seeks interest thereon
11 and costs pursuant to Labor Code section 218.6, and reasonable attorneys' fees pursuant to Code of
12 Civil Procedure section 1021.5.

13 82. During the applicable limitations period, Defendants have violated Labor Code §§
14 201, 202, 203, 204, 210, 226, 226.3, 226.7, 226.8, 510, 512, 515, 558, 558.1, 1174, 1174.5, 1182.12,
15 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802.¹

16 83. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of himself
17 and other current and former employees, to bring a representative civil action to recover civil penalties
18 pursuant to the procedures set forth in Labor Code § 2699.3 that may, but need not, be brought or
19 maintained as a class action pursuant to Code of Civil Procedure section 382.

20 84. Plaintiff, a former employee against whom Defendants committed one or more of the
21 alleged Labor Code violations during the applicable limitations period, is an aggrieved employee
22 within the meaning of Labor Code § 2699(c). Plaintiff was employed by Defendants as a non-exempt
23 hourly employee in California. Aggrieved Employees include all non-exempt hourly employees of
24 Defendants within the state of California from one year prior to the date of this letter and continuing
25 _____

26 ¹ Plaintiff hereby reserves the right to seek penalties on behalf of all Aggrieved Employees, for
27 Defendants' violations of the applicable provisions of the Labor Code, suffered by Aggrieved
28 Employees, but not directly suffered by Plaintiff under *Huff v. Securitas Security Services USA, Inc.*
(2018) 23 Cal.App.5th 745.

1 through the present (Plaintiff and Aggrieved Employees are collectively referred to herein as
2 “Aggrieved Employees”)

3 85. Plaintiff has complied with the procedures for bringing suit specified in Labor Code §
4 2699.3. Notice was provided to the California Labor & Workforce Development Agency (“LWDA”)
5 and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an intent to
6 investigate.

7 86. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil
8 penalties for Defendants’ violations of Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7,
9 226.8, 510, 512, 515, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, and
10 2802:

- 11 i. For violations of Labor Code §§ 201, 202, 203, 226.7, 1174, 1194, 1198 and
12 2802, one hundred dollars (\$100) for each employee per pay period for each
13 initial violation and two hundred dollars (\$200) for each employee per pay
14 period for each subsequent violation (penalties set by Labor Code §
15 2699(f)(2));
- 16 ii. For violations of Labor Code § 203, a penalty in an amount not exceeding thirty
17 (30) days’ pay as waiting time (penalties set by Labor Code § 256);
- 18 iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each
19 employee for each initial violation that was neither willful nor intentional, two
20 hundred dollars (\$200) for each employee, plus 25% of the amount unlawfully
21 withheld from each employee, for each initial violation that was either willful
22 or intentional, and two hundred dollars (\$200) for each employee, plus twenty-
23 five percent (25%) of the amount unlawfully withheld from each employee,
24 for each subsequent violation, regardless of whether the subsequent violation
25 was either willful or intentional (penalties set by Labor Code § 210);
- 26 iv. For violations of Labor Code § 223, one hundred dollars (\$100) for each
27 employee for each initial violation that was neither willful nor intentional, two
28 hundred dollars (\$200) for each employee, plus twenty-five percent (25%) of

1 the amount unlawfully withheld from each employee, for each initial violation
2 that was either willful or intentional, and two hundred dollars (\$200) for each
3 employee, plus twenty-five percent (25%) of the amount unlawfully withheld
4 from each employee, for each subsequent violation, regardless of whether the
5 subsequent violation was either willful or intentional (penalties set by Labor
6 Code § 225.5);

7 v. For violations of Labor Code § 226(a), if this action is deemed to be an initial
8 citation, two hundred and fifty dollars (\$250) for each employee for each
9 violation. Alternatively, if an initial citation or its equivalent occurred before
10 the filing of this action, one thousand dollars (\$1,000) for each employee for
11 each violation (penalties set by Labor Code § 226.3);

12 vi. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each
13 employee for each initial pay period for which the employee was underpaid,
14 and one hundred dollars (\$100) for each employee for each subsequent pay
15 period for which the employee was underpaid (penalties set by Labor Code §
16 558);

17 vii. For violations of Labor Code § 1197, one hundred dollars (\$100) for each
18 aggrieved employee for each initial violation of Labor Code § 1197 that was
19 intentional and two hundred and fifty dollars (\$250) for each aggrieved
20 employee per pay period for each subsequent violation of Labor Code § 1197,
21 regardless of whether the initial violation was intentional (penalties set by
22 Labor Code § 1197.1);

23 viii. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable
24 attorneys' fees and costs in connection with Plaintiff's claims for civil
25 penalties.

26 **PRAYER FOR RELIEF**

27 WHEREFORE, Plaintiff, on behalf of himself, all other aggrieved employees, the State of
28 California, and the general public, prays for relief and judgment against Defendants as follows:

- a. Pre-judgment interest;
- b. Civil Penalties;
- c. Costs of suit;
- d. Reasonable attorneys' fees; and
- e. Such other relief as the Court deems just and proper.

Dated: March 7, 2025

D.LAW, INC.



Emil Davtyan
David Yeremian
David Keledjian
David Arakelyan
Attorneys for Plaintiff
REGINALD TODD

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 450 N Brand Blvd., Suite 840 Glendale, CA 91203.

Lonnie D. Giamela
Cina Kim
FISHER & PHILLIPS LLP
444 South Flower Street, Suite 1500
Los Angeles, CA 90071
Telephone: (213) 330-4454
E-mail: lgiamela@fisherphillips.com
E-mail: cakim@fisherphillips.com
Counsel for Defendant Compass Group USA, Inc.

[X] (BY MAIL) I placed such envelope with postage thereon fully paid in the United States mail at Glendale, California. I am "readily familiar" with this firm's practice of collecting and processing correspondence for mailing. It is deposited with U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

☐ **(BY OVERNIGHT DELIVERY)** I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the address above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

Executed on March 7, 2025, at Glendale, California.


Brent Insua