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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

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

Plaintiff,

vs.

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

Defendants.

Case No. 23CV007763

Assigned for All Purposes To:

Hon. Jill H. Talley
Dept.: 23

**DECLARATION OF ENOCH J. KIM IN
SUPPORT OF PLAINTIFF'S MOTION FOR
APPROVAL OF PAGA SETTLEMENT**

[filed concurrently with Plaintiff's Notice of
Motion and Motion; Declaration of Jodey
Lawrence; Declaration of Reginal Todd; and
[Proposed] Order]

Date: June 13, 2025
Time: 9:00 a.m.
Dept.: 23

Original Complaint filed: September 1, 2023
First Amended Complaint: November 16, 2023
Second Amended Complaint: March 7, 2025

Trial Date: None set

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1 notice to Defendants and the LWDA by sending the PAGA Notice pursuant to Labor Code §
2 2699.3(a). On November 16, 2023, Plaintiff filed a First Amended Complaint, adding a cause of
3 action for PAGA penalties under Labor Code §§ 2698 *et seq.* The PAGA Notice is attached hereto
4 as **Exhibit 2**.

5 6. After initiating the Action, the Parties met and conferred regarding the allegations in the
6 Class Action Complaint and PAGA Notice, and the enforceability of an arbitration agreement
7 signed by Plaintiff.

8 7. The Parties then filed a joint stipulation for leave to file a Second Amended Complaint
9 and dismiss Plaintiff's class claims against Defendants without prejudice.

10 8. On March 7, 2025, Plaintiff filed a Second Amended Complaint (the "Operative
11 Complaint") alleging claims for civil penalties under PAGA.

12 9. Prior to mediation, Plaintiff conducted comprehensive informal discovery and Defendant
13 CGUSA provided data and numbers and documents, including a sampling of timekeeping records
14 and wage statements relating to Plaintiff and Aggrieved Employees, documents containing
15 Defendant CGUSA's wage and hour policies, practices and procedures, meal and rest break
16 policies, uniform policy, use of cell phone policy and summaries of data pertaining to the number
17 of employees allegedly affected by Defendant CGUSAs' wage and hour policies, practices and
18 procedures. The information and data exchanged by Plaintiff and Defendant CGUSA prior to and
19 during mediation and settlement negotiations were sufficient to reliably assess the merits of the
20 Parties' respective positions.

21 **SETTLEMENT NEGOTIATIONS AND TERMS**

22 10. On April 23, 2024, the Parties attended an all-day mediation with Kevin McKelvey. With
23 the assistance of a highly respected wage and hour mediator, the Parties agreed to the general terms
24 for settling this Action that were first memorialized in a Memorandum of Understanding and
25 thereafter in the long-form PAGA Settlement Agreement now before the Court for approval.

26 11. The Parties believe and agree that the Settlement provides for a fair, adequate, and
27 reasonable resolution of the Action and have arrived at the Settlement after extensive, arm's length
28 negotiations, considering all relevant factors, present and potential. PAGA Counsel believes that

1 the Settlement confers real benefits upon Plaintiff and the Aggrieved Employees and that an
2 independent review of the Settlement by the Court in the approval process will confirm this
3 conclusion.

4 12. For purposes of the Settlement, Aggrieved Employee or Aggrieved Employees are
5 defined as: “all persons employed by CGUSA at Delta Sky Club locations in California, in hourly
6 or non-exempt positions during the PAGA Period” which is “the period from September 1, 2022,
7 through April 23, 2024.” (Exh. 1, ¶ 1.4. and ¶ 1.22.) Based on its records, Defendant CGUSA
8 estimates that there are approximately 475 Aggrieved Employees who worked a total of 10,000 pay
9 periods during the PAGA Period as of the date of mediation. (Exh. 1, ¶ 4.1.) If the actual number
10 of PAGA Pay Periods is more than 10% greater than 10,000, then the Gross Settlement Amount
11 shall be increased in proportion to increase in PAGA Pay Periods above 10% (e.g., if the number
12 of PAGA Pay Periods is 12% greater than 10,000 as of April 23, 2024, then the Gross Settlement
13 Amount will be increased by 2%). (Exh. 1, ¶ 8.)

14 13. The Settlement Agreement requires Defendant CGUSA to pay a maximum, non-
15 revisionary settlement amount of \$190,000.00 in full and final settlement of all claims alleged in
16 the Operative Complaint and PAGA Notices (the “Gross Settlement Amount”). (Exh. 1, ¶ 3.1.) The
17 Gross Settlement Amount will be allocated as follows, pending Court approval:

- 18 a) Attorneys’ fees in the amount not to exceed 1/3 (One-Third) of the Gross
19 Settlement Amount, which is currently estimated to be \$63,333.33 (“PAGA
20 Counsel Fees Payment”), and litigation costs of not more than \$16,173.88
21 (“Litigation Expenses Payment”); (Exh. 1, ¶ 3.2.1.);
- 22 b) Administration costs in the amount of \$5,750.00 to be paid to the Administrator
23 (“Administration Expenses Payment”), Phoenix Class Action Administration
24 Solutions (“Phoenix”), for sending notices and for calculating settlement shares
25 and preparing all checks and mailings; (Exh. 1, ¶ 3.2.2.);
- 26 c) Plaintiff’s Enhancement Award payment in the amount of \$2,500.00 to be paid
27 to Plaintiff; (Exh. 1, ¶ 3.2.3.); and
- 28 d) The remainder of the Gross Settlement Amount (the “Net Settlement Amount”

1 or “PAGA Penalties”) after deducting the above costs is approximately
2 \$102,242.79 and shall be designated as PAGA Penalties to be allocated between
3 the LWDA and the Aggrieved Employees pursuant to Labor Code section
4 2699(i), with 75% (\$76,682.09) being paid to the LWDA (the “LWDA PAGA
5 Payment”) and 25% (\$25,560.70) being paid to the Aggrieved Employees on a
6 pro-rata basis (“Individual PAGA Payment”). (Exh. 1, ¶ 3.3.) The estimated
7 average that each Aggrieved Employee will receive per PAGA Pay Period is
8 \$53.81 (dividing \$25,560.70 with the total estimated number of Aggrieved
9 Employees (475)). The estimated amount that each Aggrieved Employee will
10 receive per PAGA Pay Period is \$2.56.

11 14. After soliciting and reviewing three bids from potential administrators, the Parties
12 selected Phoenix to handle the notice and administration of the Settlement based on the
13 competitiveness of their bid, their competency in administering settlements, and their
14 responsiveness to the Parties’ counsel. (Exh. 1, ¶ 7.1.)

15 15. The Settlement Agreement defines released parties as “Defendants and any of their past,
16 present and future direct or indirect parents, subsidiaries, predecessors, successors, affiliates,
17 sectors, and other related entities, as well as each of its of their past, present and future officers,
18 directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsures,
19 and any individual or entity which could be jointly liable with Defendants.” (Exh. 1, ¶ 1.29.)

20 16. Subject to this Court’s approval of the Settlement Agreement, and effective on the date
21 when Defendant CGUSA fully funds the entire Gross Settlement Amount, Plaintiff and Aggrieved
22 Employees will release claims against all Released Parties as follows:

- 23 a) Release by Aggrieved Employees: All Aggrieved Employees are deemed to
24 release, on behalf of themselves and their respective former and present
25 representatives, agents, attorneys, heirs, administrators, successors, and assigns,
26 the Released Parties from all claims for PAGA penalties that were alleged, or
27 reasonably could have been alleged, based on the PAGA Period facts stated in
28 the Operative Complaint and the PAGA Notice. (Exh. 1, ¶ 5.1.)

17. From PAGA Counsel's review of the facts, strengths, and weaknesses of the case, the risks and delays posed by further litigation, and PAGA Counsel's own prior litigation experience, PAGA Counsel believes that the recovery for each Aggrieved Employee is fair and reasonable taking into consideration the amounts received in other PAGA actions, the risks inherent in litigation of this genre, and the reasonable tailoring of each Aggrieved Employee's claim to the settlement award he or she will receive. Further, and based on the settlement negotiations, which were extensive and conducted in good faith and at arm's length between attorneys with substantial experience litigating PAGA actions, the Settlement was the product of a non-collusive settlement process in which the parties were forced to make significant compromises in the interest of reaching a full and complete settlement of the lawsuit.

THE STRENGTH OF PLAINTIFF'S CASE
IN LIGHT OF THE SETTLEMENT AMOUNT

18. Plaintiff alleges that Defendants violated various provisions of California law and seeks civil penalties for the foregoing violations pursuant to PAGA. Under Labor Code § 2699, specifically, Plaintiff alleged that Defendants:

- Failed to pay the Aggrieved Employees minimum wages and overtime by implementing an unlawful time-rounding policy and practice which rounded down and reduced the actual working hours recorded by Plaintiff and Aggrieved Employees. Furthermore, Plaintiff and Aggrieved Employees were also consistently required to perform work "off-the-clock" both before and after their shifts, including undergoing mandatory temperature checks, various security checks, and bag checks.
- Failed to provide the Aggrieved Employees with compliant meal periods because they were frequently interrupted during meal periods and regularly had to work through their meal periods. Furthermore, Defendants failed to pay Plaintiff and Aggrieved Employees premium pay wages at their appropriate regular rates of pay for each meal and rest period denied.
- Failed to provide the Aggrieved Employees with compliant rest periods as they frequently received interrupted, shortened, or no rest periods.

- Failed to reimburse the Aggrieved Employees for business expenses, including the use of their personal cell phones for work-related activities.
- Failed to provide accurate wage statements as mandated by law pursuant to Labor Code section 226, including the failure to include all hours worked by the Aggrieved Employees.

19. Defendants denied and continue to deny all of the claims made by Plaintiff in this Action and contend that they acted at all relevant times in conformance with the law. Defendants contend that Plaintiff and the Aggrieved Employees were paid for all hours worked, that Plaintiff and the Aggrieved Employees were instructed and required to report all hours worked, that Defendants prohibited Plaintiff and the Aggrieved Employees from working beyond their scheduled shifts, and that any alleged off-the-clock work was performed without Defendants' knowledge and was de minimis; that Defendants provided lawfully compliant meal and rest periods and that any deviations were at the voluntary election of Plaintiff and/or the Aggrieved Employees and not at the request of Defendants or due to work requirements; that Defendants paid all wages due on a timely basis and using Labor Code compliant instruments; that Defendants' wage statements complied with the law; and that neither Plaintiff nor any Aggrieved Employees incurred reasonable business related expenses for which they were not reimbursed. Defendants further contend that their above defenses are supported by their written policies applicable to Plaintiff and Aggrieved Employees. As a result, PAGA Counsel had to appropriately discount the amount recoverable from Defendants in a settlement.

PAGA Penalties

20. The Private Attorneys General Act, Labor Code § 2699 *et seq.*, allows Plaintiff to obtain civil penalties on behalf of themselves and other aggrieved employees for Defendants' violation of any provision of the Labor Code enumerated under Labor Code § 2699.5. Where civil penalties are provided in the statute, those civil penalties are recoverable; where no civil penalties are recoverable, Labor Code § 2699(f) establishes civil penalties of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation. Pursuant to Labor Code §

1 2699(i), seventy-five (75) percent of the penalties recovered must be allocated to the LWDA, with
2 the remaining twenty-five (25) percent allocated to the affected employees. However, under *Amaral*
3 *v. Cintas*, 163 Cal. App. 4th 1157, 1207-09 (2008) the Court held that a lower penalty amount of
4 \$100 per violation applies in the absence of a determination that a violation actually occurred.

5 21. Plaintiff estimated that the maximum potential exposure on the PAGA claim is
6 \$1,000,000.00, calculated by multiplying the total number of PAGA Pay Periods (10,000) by \$100
7 per violation. Plaintiff's calculation of the total potential exposure on the PAGA claim was based
8 on one PAGA penalty per pay period (i.e., Plaintiff did not stack the PAGA penalties in his damages
9 calculation).

10 22. Case law supports the notion that it is inappropriate to "stack" penalties for multiple
11 violations, particularly when those violations all stem from the same alleged "injury" *Aguirre v.*
12 *Genesis Logistics*, 2015 U.S. Dist. LEXIS 78748 (citing *Villacres v. ABM Indus., Inc.*, 189
13 Cal.App.4th 562, 577 (2010)). ("One injury gives rise to only one claim for relief...The violation
14 of one primary right constitutes a single cause of action."; *Crowley v. Katleman*, 8 Cal. 4th 666,
15 681-82) (1994); *Li v. A Perfect Day Franchise, Inc.*, 2012 WL 2236752, *17 (N.D. Cal.2012)
16 ("There is no authority that "would permit double recovery of essentially the same penalties.")

17 23. PAGA penalties are not mandatory but permissive. Labor Code § 2699(e)(2) states that
18 "a court may award a lesser amount than the maximum civil penalty amount specified by this part
19 if, based on the facts and circumstances of the particular case, to do otherwise would result in an
20 award that is unjust, arbitrary and oppressive, or confiscatory." (See *Thurman v. Bayshore* (2012)
21 203 Cal. App. 4th 1112 (substantially reducing PAGA penalties by 30% under this provision)
22 (emphasis added); see also *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504, 529 (2018)
23 (affirming penalty reduction of 90% for practice that resulted in meal periods occasionally starting
24 minutes after the fifth hour of work); *Sanchez v. McDonald's Corp.* (2017), LASC Case No. No.
25 BC 499888 (98% reduction from \$41 million to \$775,000); *Ghrdilyan v. RJ Financial* (2012),
26 LASC Case No. BC430633 (94% reduction from \$5.4 million to \$325,000); *Fleming v. Covidien,*
27 *Inc.* (2011), USDC Case No. ED CV 10-01487-RGK (OPx) (87% reduction from \$2.8 million to
28 \$375,000).). In departing from the \$100/pay period calculation to arrive at the \$190,000.00 Gross

1 Settlement Amount in this case, Plaintiff considered what the realistic potential exposure could be
2 and why the Court may reduce any eventual recovery at its discretion, including Defendants'
3 defenses to the claims and the potential manageability issues with PAGA claims at trial. Based on
4 those considerations, Plaintiff applied a discount of 80% to the maximum potential exposure (which
5 equates to \$20 penalty per pay period) to get a realistic potential exposure of \$200,000.00 (10,000
6 pay periods x \$20 penalty per pay period).

7 24. The Gross Settlement Amount of \$190,000.00 is 95% of the realistic potential exposure
8 of \$200,000.00. This is an excellent result for the State and Aggrieved Employees in light of the
9 strengths and weaknesses of the case and the risks and delays posed by further litigation.

10 **REQUEST FOR ATTORNEYS' FEES AND COSTS**

11 25. Pursuant to the Settlement Agreement, PAGA Counsel is requesting an award of
12 attorneys' fees in the amount of **\$63,333.33** and an award of litigation costs to PAGA Counsel of
13 **\$16,173.88**, which is lower than the requested \$20,000.00 "not-to-exceed" amount in the
14 Settlement Agreement. D.Law, Inc.'s cost log for this matter is attached hereto as **Exhibit 3**.

15 26. This request is fair, reasonable, and adequate to compensate PAGA Counsel for the
16 substantial work they have put into this case and, moreover, the risk they assumed by taking it in
17 the first place. The attorneys' fees award is intended to reimburse PAGA Counsel for all
18 uncompensated work that they have already done and for all the work they will continue to do in
19 carrying out and overseeing the notification to the Aggrieved Employees, communicating with
20 Aggrieved Employees regarding their claims, and assisting in the administration of the Settlement
21 if it is approved.

22 27. Throughout this case, PAGA Counsel have borne, and continue to bear, the entire risk
23 and cost of litigation associated with this Action on a purely contingency basis. As a result, PAGA
24 Counsel have yet to receive any compensation for the amount of time and money invested in the
25 case to date.

26 28. Contingent-fee cases present the very real risk of working hundreds if not thousands of
27 hours that may never be entirely compensated. Moreover, while the case is being litigated, counsel
28 must pay overhead (salaries, rent, etc.), provide for their own expenses, and in most cases pay the

1 out-of-pocket expenses incurred on the plaintiff's behalf. And the prospect of a court-awarded fee
2 does not greatly reduce the risk posed by these cases. In many cases, the prospect is nothing more
3 than a potential that never materializes. First, you must win the case to get a court-awarded fee;
4 even those cases that seem strongest at the onset can be lost and sometimes are lost. Second, there
5 are always the pitfalls and unforeseen obstacles that arise along the way, such as settlement offers
6 that the client may accept without ensuring that we receive a reasonable fee or changes in the law
7 that substantially affect the merits of the case, or other uncertainties involving the client. Finally,
8 there is the great risk inherent in advancing tens if not hundreds of thousands of dollars in out-of-
9 pocket expenses. If that money were to be invested in some sort of financial investment, one would
10 expect a reasonable rate of return on that investment. Here, however, the best we can hope to
11 recover is our money, and then only if we are substantially successful; if we are not, all or part of
12 this "investment" can be lost.

13 29. PAGA Counsel is well acquainted with the contingent-fee market throughout California,
14 particularly as it pertains to PAGA and class action litigation. PAGA Counsel has negotiated
15 numerous contingency-fee agreements with plaintiffs, both as individuals and as representatives in
16 class-action and PAGA suits. Many of those agreements required that counsel receive a fee under
17 certain scenarios that exceeds one-third of the recovery.

18 30. PAGA counsel in contingency-fee cases have received attorneys' fees up to 40% of the
19 gross settlement amount. See *Crandall v. U-Haul* (Los Angeles County Super. Ct., Case No.
20 BC178775), the Honorable Steven Czuleger awarded a 40% attorney fee request in an overtime-
21 exemption class action; in *Bushnell v. Cremer, Inc.* (Orange County Super. Ct., Case No. 657778),
22 the Honorable Donald E. Smallwood awarded attorneys' fees in the amount of 38%; in *Abzug v.*
23 *Kerkorian* CA000981 (Los Angeles County Super. Ct., November 1990), the Honorable R. William
24 Schoettler awarded a 45% fee; in *Haitz v. Meyer, et al.*, Alameda County Super. Court, 8-20-1990
25 No. 572968-3, the court awarded a 40% fee; in *Elliott v. Clothestime* (Orange County Super. Ct.,
26 Case No. 01-CC00333) the Honorable Jonathan Cannon awarded a 40% fee in a wage-and-hour
27 class action which had not yet proceeded to the class certification stage; in both *Rippee v. Boston*
28 *Market Corporation*, Case No.: 05 CV 1359 BTM (JMA) and *Barile v. Boston Market Corporation*,

1 Case No.: 05 CV 1360 BTM (JMA), the Honorable Judge Barry T. Moskowitz awarded a 40% fee
2 to plaintiffs' counsel in wage-and-hour class actions that had not proceeded to the class-certification
3 stage.

4 31. Moreover, PAGA Counsel spent substantial time on this matter. Aside from drafting the
5 initial complaint, PAGA Counsel conducted informal discovery, reviewed and analyzed time and
6 pay records, wage statements, rounded time entries, wage and hour policies, meal and rest break
7 policies, uniform policy, employment handbooks, Plaintiff's personnel file, relevant policies and
8 other documentation, researched the applicable law and potential defenses, constructed damage
9 models based on interpretations of California law, reviewed information provided by Defendants
10 at the mediation, engaged in meet and confer efforts with Defendants, drafted and revised the
11 settlement agreement, and drafted this Motion. PAGA Counsel from D.Law, Inc. conservatively
12 estimates that it invested at least 124.5 hours of attorney time in this matter. Associate Attorney
13 David Arakelyan's current billing rate is \$500.00 (4 years out of law school, Laffey Matrix rate of
14 \$581.00), and he spent approximately 40.2 hours in this matter with a lodestar amount of
15 \$20,100.00. Senior Attorney David Keledjian's current billing rate is \$650.00 (9 years out of law
16 school, Laffey Matrix rate of \$839.00), and he spent approximately 15 hours in this matter with a
17 lodestar amount of \$9,750.00. Senior Attorney Enoch J. Kim's current billing rate is \$750.00 (16
18 years out of law school, Laffey Matrix rate of \$948.00), and he spent approximately 13.3 hours in
19 this matter with a lodestar amount of \$9,975.00. Associate Attorney Norayr Zakaryan's current
20 billing rate is \$400.00 (11 months out of law school, Laffey Matrix rate of \$473.00), and he spent
21 approximately 50.6 hours in this matter with a lodestar amount of \$20,240.00. Associate Attorney
22 Kevin Burns' current billing rate is \$425.00 (1 year out of law school, Laffey Matrix rate of
23 \$473.00), and he spent approximately 1.1 hours with a lodestar amount of \$467.50. Associate
24 Attorney Lana Hovhannisyan's current billing rate is \$400 (11 months out of law school, Laffey
25 Matrix rate of \$473.00), and she spent approximately 1.1 hours in this matter with a lodestar amount
26 of \$440.00. Associate Attorney Samantha Smith's billing rate, at the time of being employed at
27 D.Law, Inc., was \$950.00 (21 years out of law school, Laffey Matrix rate of \$1,141.00), and she
28 spent approximately 1.5 hours in this matter with a lodestar amount of \$1,425. The hourly rates for

1 each attorney listed above are the reasonable and usual hourly rates charged by that attorney for
2 class action and PAGA litigation. The total lodestar for PAGA Counsel is \$63,677.50, above the
3 fee request of \$63,333.33 and requires no **multiplier**. A true and correct copy of PAGA Counsel's
4 entry of attorney-hours spent for each task is attached hereto as **Exhibit 4**.

5 32. In light of the foregoing, the fee request in an amount equal to one-third of the settlement
6 in this case is well within the bounds that have been established by the above-cited authority.

7 **EXPERIENCE AND VIEWS OF COUNSEL**

8 33. D.Law (formerly known as Davtyan Law Firm) prosecutes wage and hour cases,
9 including class actions and PAGA actions on behalf of employees and others who have had their
10 rights violated. D.Law, either on its own or with co-counsel, is currently serving as plaintiffs'
11 counsel of record in numerous wage and hour and employment class action and PAGA action cases
12 pending in both state and federal court.

13 34. D.Law is well-qualified and has ample experience, knowledge, and resources to act as
14 counsel and represent Plaintiffs and the Allegedly Aggrieved Employees in this action. Our practice
15 is exclusively focused on employment matters and representing plaintiffs in wage and hour actions
16 with the same or similar causes of actions brought forth in the matter pending before this Court.

17 35. D.Law has litigated and successfully resolved many wage and hour class action cases
18 involving failure to pay wages and derivative Labor Code claims and penalties. See e.g. De La Rosa
19 v. The Coca Cola Company et al. (Superior Court of California in Napa, 17CV000787), Harvey v.
20 Bed Bath & Beyond of California Limited Liability Company (Superior Court of California in
21 Alameda, RG17885153), Paredes v. Bottling Group LLC et. al. (Superior Court of California in
22 Kern), Ramirez v. Harris Ranch Beef Company (Superior Court of California in Fresno,
23 16CECG04103), Gates v. Gate Gourmet, Inc. et. al. (Southern District of California, 16-cv-01084-
24 L-AGS), Hargrave v. Antelope Valley Hospital (Superior Court of California in Los Angeles,
25 BC663252), Ramirez v. Milton Roy et. al. (Superior Court of California in Los Angeles, BC 632
26 276), Hawkins v. AvalonBay Communities (Superior Court of California in Santa Clara,
27 17CV316492), Jones Tharpe et al. v. Sprint Corporation et al. (Superior Court of California in Los
28 Angeles, BC644645), Ortega et al. v. Nestle Waters North America, Inc. et al. (Superior Court of

1 California in Los Angeles, BC623610), Schultz v. Jimbo's Natural Family, Inc. (Superior Court of
2 California in San Diego, 37-2017-00022348-CUE-OE-CTL), Ambrose v. Victor Valley Global et
3 al. (Superior Court of California in San Bernardino, CIVDS1709289), Puerta-Gildardo v. Real
4 Time Staffing Services LLC et. al. (Superior Court of California in Los Angeles, BC565445),
5 Vargo v. Pregis Innovative Packaging LLC (Superior Court of California in Tulare, 270836),
6 Conlin v. Aegis Senior Communities LLC (Northern District of California, 17-cv-05534-LHK),
7 Galarza v. Kloeckner Metals Corporation (Central District of California, 2:17-cv-04910-FMO),
8 Estes v. L3 Technologies, Inc. et al. (Southern District of California, 3:17-cv-02356-H-JMA),
9 Rowser v. Trunk Club, Inc. (Central District of California, 2:17-cv-05064-DSF-RAO), Leach v.
10 The Claremont Colleges, Inc. (Superior Court of California in Los Angeles, BC686451), Vaesau
11 v. PCT Enterprises, Inc. dba Precision Cabinets (Superior Court of California, County of Contra
12 Costa MSC18-02404), Terry v. TF Louderback, Inc. dba Bay Area Beverage Company (Superior
13 Court of the State of California, County of Contra Costa, MSC18-00859), Roach v. Westcare
14 California, Inc. (Superior Court of California in Kern County, BCV-17-102367-SDS), Patton v.
15 Church & Dwight Co., Inc. (Central District of California, EDCV 18-903-MWF (KKx)), Juarez v.
16 ISL Employees, Inc. (Superior Court of California in Madera, MCV074787), Ferraro v. USC
17 Verdugo Hill s Hospital, et al. (Superior Court of California in Los Angeles, 18STCV09463), Ford
18 v. Account Control Technology, Inc., et al. (Superior Court of California in Los Angeles,
19 19STCV09369), Ornelas v. iStorage, et al. (Superior Court of California in San Francisco, CGC-
20 18-571421), Martinez v. Ronpak, Inc. (Superior Court of California in Riverside, RIC1901307),
21 Barrera et al. v. Exclusive Wireless, Inc. (Superior Court of California in Stanislaus, 9000687),
22 Barajas v. Mancha Development Company LLC (Superior Court of California in Orange County,
23 30-2018-00974707-CU-OE-CXC), Prado v. IMAX Corporation dba IMAC Worldwide Home
24 (Superior Court of California in San Bernardino, CIVDS1820265), Rodriguez v. ND Industries,
25 Inc. (Superior Court of California in Los Angeles, 19STCV38096), Singletary v. Motel 6 Operating
26 LP, et al. (Southern District of California, 3:20-cv-0270-LAB-AHG), Quizon v. CF Watsonville
27 East, LLC, et al. (Superior Court of California in Santa Cruz, 20CV01868), Stephenson v.
28 Bakersfield Dodge, Inc. (Superior Court of California in Kern, BCV-20-102693), Bacerra v. Hugo

1 Boss Retail, Inc. (Superior Court of California in San Diego, 37-2021-00002933-CU-OE-CTL),
2 Walker v. Ariat International, Inc. (Superior Court of California in Alameda, HG19026439), Orr v.
3 Petvet Care Centers (California) Inc. (Superior Court of California in Santa Clara, 19CV354063),
4 Jimenez v. OEC Distribution Services, Inc. (Superior Court of California in San Bernardino,
5 CIVDS1915743), Virdi v. Absolute Security International (Superior Court of California in San
6 Bernardino, CIVDS 1909589), Raj v. First Transit, Inc (Superior Court of California in Sacramento,
7 34-2021-00295895-CU-OE-GDS), Marchbanks v. Torrid Administration, Inc. (Superior Court of
8 California in San Diego, 37-2020-00008179-CU-OE-NC), among others.

9 36. I am Senior Counsel at D.Law where I manage the class action and PAGA settlement
10 department. I was admitted to the California Bar in December 2008. I received my J.D. from
11 Pepperdine University School of Law and B.S. from University of Southern California. Since
12 graduating from law school, I have dedicated virtually my entire career on the practice of
13 employment law. I have practiced employment law from the plaintiff's side, defense side, and from
14 an in-house position. I have significant experience specifically working on wage and hour class
15 actions from the plaintiff's side as well as the defense side, with the majority of my experience
16 coming from the plaintiff's side.

17 37. The collective experience of the D.Law attorneys in litigating employment wage and
18 hour matters has been integral in identifying legal issues, evaluating the strengths and weaknesses
19 of a case, and generally negotiating fair and reasonable class and representative action settlements.
20 This experience is helpful in assessing the reasonableness of settlements such as the one at issue
21 here. Based on our experience, PAGA Counsel concluded that this lawsuit could not have been
22 settled on better terms than provided under the present settlement agreement.

23 38. In sum, PAGA Counsel are experienced in employment class action and PAGA litigation
24 and are adequate to represent the Aggrieved Employees in the instant action.

25 **PLAINTIFF'S ENHANCEMENT AWARD PAYMENT IS FAIR AND REASONABLE**

26 39. Plaintiff is entitled to a reasonable service payment for his efforts and initiative in
27 bringing and helping to prosecute this action. Plaintiff initiated this litigation on behalf of State of
28 California and Aggrieved Employees who will now be entitled to receive payment from the

1 Agreement. By initiating and pursuing the Action, Plaintiff stepped into the shoes of the State of
2 California and undertook the responsibilities of serving in representative capacity. Plaintiff spent
3 significant time better apprising himself of his rights, deciding whether remedial action should be
4 taken, how it should be taken, searching for attorneys, and contacting PAGA Counsel, who spent
5 many hours with Plaintiff discussing the case and the law. In the end, Plaintiff decided to vindicate
6 not only his own rights but also those of other aggrieved employees by filing a representative action
7 lawsuit.

8 40. Both before and after the filing of this lawsuit, Plaintiff conferred with PAGA Counsel
9 on to discuss every aspect of his case. Plaintiff provided PAGA Counsel with information about
10 Defendants and about the industry generally, produced and reviewed documents, identified
11 witnesses, consulted with PAGA Counsel regarding litigation strategy, participated in the
12 mediation process, monitored the progress of the litigation with PAGA Counsel, and reviewed and
13 signed the Settlement Agreement.

14 41. In light of the foregoing, PAGA Counsel believes that Plaintiff's Enhancement Award
15 payment of \$2,500.00 is fair and reasonable.

16 **SUMMARY**

17 42. The parties agreed to use Phoenix as the third-party settlement administrator in this case.
18 Phoenix will be responsible for updating the addresses for the Aggrieved Employees, mailing the
19 Notice of PAGA Settlement and Release of Claims ("Notice of Settlement") and calculating and
20 distributing the settlement checks, among other duties. Phoenix capped its fees at \$5,750.00 for
21 administering the Settlement, and based on PAGA Counsel's experience in other class and PAGA
22 settlements, Phoenix's costs for administering this Settlement are fair and reasonable. The Notice
23 of Settlement is attached hereto as **Exhibit 5**.

24 43. On May 21, 2025, my office submitted the proposed Settlement and this Motion to the
25 LWDA. Attached hereto as **Exhibit 6** is a true and correct copy of the confirmatory email my office
26 received from the LWDA after submission of the Settlement and Motion.

27 44. I am not aware of any class or other representative action against Defendants in any
28 other court that asserts claims similar to those alleged in the action being settled.

45. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 21st day of May, 2025, at Glendale, California.


Enoch J. Kim

EXHIBIT 1

D.LAW, INC.

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Attorneys for Plaintiff REGINALD TODD

[Counsel continued on following page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF SACRAMENTO**

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

Plaintiff,

vs.

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

Defendants.

Case No. 23CV007763

Assigned for All Purposes To:
 Hon. Jill H. Talley
 Dept.: 23

**PAGA SETTLEMENT AGREEMENT
 AND RELEASE**

Original Complaint filed: September 1, 2023
 First Amended Complaint: November 16, 2023
 Second Amended Complaint: March 7, 2025

Trial Date: None set

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10 Attorneys for Defendant Compass Group USA, Inc.

11 Andrew P. Frederick (SBN 284832)
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13 MORGAN, LEWIS & BOCKIUS LLP
14 1400 Page Mill Road
15 Palo Alto, CA 94304

16 Attorneys for Defendant Delta Air Lines, Inc.

1 This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff
2 Reginald Todd (“Plaintiff”) and defendants Compass Group USA, Inc. (“CGUSA”) and Delta
3 Air Lines, Inc. (“Delta”) (collectively, “Defendants”). The Agreement refers to Plaintiff and
4 Defendants collectively as “Parties,” or individually as “Party.”

5 **1. DEFINITIONS.**

6 1.1. “Action” means Plaintiff’s lawsuit against Defendants captioned *Todd v. Compass*
7 *Group, Inc., et al.*, Case No. (23CV007763) initiated on September 1, 2023, and pending in
8 Superior Court of the State of California, County of Sacramento.

9 1.2. “Administrator” means Phoenix Class Action Administration Solutions, the neutral
10 entity the Parties have agreed to appoint to administer the Settlement.

11 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid
12 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance
13 with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval
14 of this Settlement.

15 1.4. “Aggrieved Employee” or “Aggrieved Employees” means all persons employed by
16 CGUSA at Delta Sky Club locations in California, in hourly or non-exempt positions during the
17 PAGA Period.

18 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in
19 CGUSA’s possession including the Aggrieved Employee’s full name, last-known mailing
20 address, and Social Security number, and information necessary to determine the estimated
21 settlement allocation to each Aggrieved Employee, including without limitation, the total number
22 of PAGA Pay Periods worked by each Aggrieved Employee within the PAGA Periods.

23 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and
24 search for current Aggrieved Employee mailing addresses using all reasonably available sources,
25 methods and means including, but not limited to, the National Change of Address database, skip
26 traces, and direct contact by the Administrator with Aggrieved Employees.

27 1.7. “Court” means the Superior Court of California, County of Sacramento.
28

1.8. "Defense Counsel" means Attorneys Lonnie D. Giamela, and Sophia G. Ellis at Fisher & Phillips LLP, the attorneys representing CGUSA, and Attorney Andrew P. Frederick at Morgan, Lewis & Bockius LLP representing Delta.

1.9. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters Judgment assuming no appeal is filed; or (b) if a timely appeal is filed, the date of final resolution of that appeal (including any requests for rehearing and/or petitions for writs of certiorari) resulting in final judicial approval of the Settlement.

1.10. "Enhancement Award" means the amount that Plaintiff will request, and that the Defendants will not oppose, that this Court approve as an enhancement award for distribution to Plaintiff. The amount of the enhancement award will not exceed Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) and will be requested in recognition of Plaintiff's efforts and risks in assisting with the prosecution of the Action.

1.11. "Gross Settlement Amount" or "GSA" means \$190,000.00 which is the total amount CGUSA agrees to pay under the Settlement except as provided in Paragraph 8 below. The GSA will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiff's Enhancement Award, and the Administrator's Expenses Payment. CGUSA shall solely be responsible for paying the GSA. Under no circumstances shall Delta be required to pay any portion of the GSA or any other amount in connection with this Settlement.

1.12. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.13. "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.14. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled under Labor Code section 2699, subd. (i).

1.15. “LWDA Letter” means Plaintiff’s September 1, 2023, letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.16. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.17. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiff’s Enhancement Award, and the Administrator’s Expenses Payment.

1.18. “Operative Complaint” means the Second Amended Complaint filed by Plaintiff on March 7, 2025, Case No. (23CV007763) in Superior Court of the State of California, County of Sacramento alleging Civil Penalties under Labor Code § 2698, *et seq.*

1.19. “PAGA Counsel” means Attorneys David Yeremian, David Keledjian, David Arakelyan, Enoch J. Kim, and Norayr Zakaryan of D.Law, Inc., the attorneys representing the Plaintiff in the Action.

1.20. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.21. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for CGUSA for at least one day during the PAGA Period.

1.22. “PAGA Period” means the period from September 1, 2022, through April 23, 2024.

1.23. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.24. “PAGA Notice” means Plaintiff’s LWDA Letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.25. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.

1.26. “Plaintiff” means Reginald Todd, the named Plaintiff in the Action.

1.27. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

1.28. "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.

1.29. "Released Parties" means: Defendants and any of their past, present and future direct or indirect parents, subsidiaries, predecessors, successors, affiliates, sectors, and other related entities, as well as each of its of their past, present and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsures, and any individual or entity which could be jointly liable with Defendants.

1.30. "Settlement" means the disposition of the Action effected by this Agreement and the Judgement.

1.31. "Defendants" mean named Defendants, Compass Group USA, Inc. ("CGUSA"), and Delta Air Lines, inc. ("Delta").

2. **RECITALS.**

2.1. On September 1, 2023, Plaintiff commenced this Action by filing a Class Action Complaint against Defendants alleging (1) Failure to Provide Meal Periods Under Labor Code §§ 204, 223, 226.7, 512, and 1198; (2) Failure to Provide Rest Periods Under Labor Code §§ 204, 223, 226.7 and 1198; (3) Failure to Pay Hourly Wages and Overtime Under Labor Code §§ 223, 510, 1194, 1194.2, 1197, 1997.1 and 1198; (4) Failure to Provide Accurate Written Wage Statements Under Labor Code §§ 226(a); (5) Failure to Timely Pay All Final Wages Under Labor Code §§ 201, 202, and 203; (6) Failure to Indemnify Under Labor Code § 2802; and (7) Violation of Business and Professions Code § 17200 *et seq.* Simultaneously, Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice pursuant to Labor Code § 2699.3(a). On November 16, 2023, Plaintiff filed a First Amended Complaint, adding a cause of action for PAGA penalties under Labor Code §§ 2698 *et seq.*

2.2. After initiating the Action, the Parties met and conferred regarding the allegations in the Class Action Complaint and PAGA Notice, and the enforceability of an arbitration agreement signed by Plaintiff.

2.3. After much consideration and in light of the arbitration agreement signed by Plaintiff, the Parties filed a Joint Stipulation for Leave to File a Second Amended Complaint and Dismiss Plaintiff's Class Claims Against Defendants Without Prejudice.

2.4. On March 7, 2025, Plaintiff filed a Second Amended Complaint (the "Operative Complaint") alleging Civil Penalties under Labor Code § 2698, *et seq.*

2.5. On April 23, 2024, Plaintiff and CGUSA participated in an all-day mediation with Kevin McKelvey, which led to a settlement of this Action. The Parties executed a Memorandum of Understanding on February 5, 2025, memorializing that settlement.

2.6. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. **MONETARY TERMS.**

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, CGUSA promises to pay \$190,000.00 and no more as the Gross Settlement Amount. CGUSA has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount which is currently estimated to be \$63,333.33 and PAGA Counsel Litigation Expenses Payment of not more than \$20,000.00. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the

1 Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall
2 have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any
3 portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment.
4 The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses
5 Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and
6 liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation
7 Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute
8 or controversy regarding any division or sharing of any of these Payments.

9 **3.2.2. To the Administrator:** An Administrator Expenses Payment not to exceed \$5,750.00
10 except for a showing of good cause and as approved by the Court. To the extent the
11 Administration Expenses are less or the Court approves payment less than \$5,750.00, the
12 Administrator will retain the remainder in the Net Settlement Amount.

13 **3.2.3. To Plaintiff:** In consideration for Plaintiff's participation in and assistance in the
14 Action, Plaintiff shall receive an Enhancement Award payment not to exceed \$2,500.00 in
15 addition to any individual settlement payment made to Plaintiff as an Aggrieved Employee. The
16 Enhancement shall be reported on IRS Form 1099. Plaintiff will be solely and legally responsible
17 to pay all applicable taxes on any payment made pursuant to this paragraph and agrees to hold
18 Released Parties harmless and to indemnify Released Parties should any taxing authority find any
19 of the Released Parties responsible for taxes and/or penalties owed on the payments made
20 pursuant to this paragraph. This Agreement is not contingent upon the Court awarding Plaintiff
21 any particular amount for the Enhancement Award. If the Court reduces or does not approve the
22 requested Enhancement Award, this Agreement will remain binding on the Parties and the amount
23 not approved by the Court will be added to the Net Settlement Amount and be distributed as
24 provided in this Agreement to the LWDA and Aggrieved Employees.

25 **3.3. Payment from Net Settlement Amount/PAGA Penalties:** After the payments from the
26 Gross Settlement Amount are made as described in Paragraph 3.2 above, the remaining amount
27 is the Net Settlement Amount, all of which shall be paid as PAGA Penalties by the Administrator
28

1 to the LWDA and Aggrieved Employees in the amounts specified by the Court in the Approval
2 Order:

3 **3.3.1. To the LWDA and Aggrieved Employees:** PAGA Penalties to be paid from the Net
4 Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the
5 Individual PAGA Payments.

6 **3.3.1.1.** The Administrator will calculate each Individual PAGA Payment by (a) dividing
7 the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of
8 PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b)
9 multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved
10 Employees assume full responsibility and liability for any taxes owed on their Individual PAGA
11 Payment.

12 **3.3.1.2.** The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

13 **4. SETTLEMENT FUNDING AND PAYMENTS.**

14 **4.1. Aggrieved Employee Pay Periods.** Based on a review of its records to date, CGUSA
15 estimates there are 475 Aggrieved Employees who worked a total 10,000 of PAGA Pay Periods.

16 **4.2. Aggrieved Employee Data.** Within twenty (15) calendar days of the Court filing the
17 Approval Order, CGUSA will deliver the Aggrieved Employee Data to the Administrator in the
18 form of a Microsoft Excel spreadsheet. CGUSA shall make reasonable and good faith efforts
19 based on CGUSA's records to include the name, last known address, and social security number
20 of each Aggrieved Employee on the List. The List will not be provided to Plaintiff's Counsel. To
21 protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved
22 Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this
23 Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to
24 Administrator employees who need access to the Aggrieved Employee Data to effect and perform
25 under this Agreement. The Parties and their counsel will expeditiously use good-faith efforts to
26 reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee
27 Data.
28

1 4.3. Funding of Gross Settlement Amount. CGUSA shall fully fund the Gross Settlement
2 Amount by transmitting the funds to the Administrator no later than fifteen (15) days after the
3 Effective Date.

4 4.4. Payments from the Gross Settlement Amount. Within 15 days after CGUSA funds the
5 Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments,
6 the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses
7 Payment, and Plaintiff's Enhancement Award payment.

8 **4.4.1.** The Administrator will issue checks for the Individual PAGA Payments and send
9 them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each
10 check shall prominently state the date (not less than 180 days after the date of mailing) when the
11 check will be voided. The Administrator will cancel all checks not cashed by the void date.
12 Before mailing any checks, the Settlement Administrator must update the recipients' mailing
13 addresses using the National Change of Address Database.

14 **4.4.2.** The Administrator must conduct an Aggrieved Employee Address Search for all
15 Aggrieved Employees whose checks are returned undelivered without USPS forwarding address.
16 Within 3 days of receiving a returned check the Administrator must re-mail checks to the USPS
17 forwarding address provided or to an address ascertained through the Aggrieved Employee
18 Address Search. The Administrator need not take further steps to deliver checks to Aggrieved
19 Employees whose re-mailed checks are returned as undelivered. The Administrator shall
20 promptly send a replacement check to any Aggrieved Employee whose original check was lost or
21 misplaced, requested by the Aggrieved Employee prior to the void date.

22 **4.4.3.** For any Aggrieved Employee whose Individual PAGA Payment check is uncashed
23 and cancelled after the void date, the Administrator shall transmit the funds represented by such
24 checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved
25 Employee.

26 **4.4.4.** The payment of Individual PAGA Payments shall not obligate CGUSA to confer
27 any additional benefits or make any additional payments to the Aggrieved Employees (such as
28 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASE OF CLAIMS.** Effective on the date when CGUSA fully funds the entire Gross Settlement Amount Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1. **Release by Aggrieved Employees:** All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1. **Plaintiff's Responsibilities.** Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declaration, PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2. **Responsibilities of PAGA Counsel.** PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this

Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval to the Administrator.

6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected Phoenix Class Action Administration Solutions ("Phoenix") to serve as the Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE.

CGUSA states, and expressly represents, that from September 1, 2022, through April 23, 2024, the total number of Pay Periods applicable to Aggrieved Employees is no more than 10,000 during the PAGA Period. If the actual number of Pay Periods is more than 10% greater than 10,000, then the GSA shall be increased in proportion to the increase in Pay Periods above 10% (e.g., if the number of Pay Periods is 12.0% greater than 10,000 as of April 23, 2024, then the GSA will be increased by 2.0%). CGUSA shall solely be responsible for any increase in the GSA. Under no circumstances shall Delta be required to pay for any increase in the GSA or any other amount in connection with this Settlement. If the GSA is increased pursuant to this escalator clause, the Parties agree that the PAGA Counsel Fees Payment will be one-third of the increased GSA.

9. **CONTINUING JURISDICTION OF THE COURT.**

The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.1. **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. **ADDITIONAL PROVISIONS.**

10.1. **No Admission of Liability or Representative Manageability for Other Purposes.** This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the

1 allegations in the Operative Complaint have merit or that Defendants have any liability for any
2 claims asserted; nor should it be intended or construed as an admission by Plaintiff that
3 Defendants' defenses in the Action have merit. The Parties agree that representative treatment is
4 for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement,
5 Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the
6 right to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to
7 settle the Action will have no bearing on, and will not be admissible in connection with, any
8 litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

9 10.2. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
10 together with its attached exhibits shall constitute the entire agreement between the Parties
11 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
12 inducements made to or by any Party.

13 10.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and
14 represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate
15 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
16 its terms, and to execute any other documents reasonably required to effectuate the terms of this
17 Agreement including any amendments to this Agreement.

18 10.4. Cooperation. The Parties and their counsel will cooperate with each other and use their
19 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
20 Settlement Agreement, submitting supplemental evidence and supplementing points and
21 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
22 or content of any document necessary to implement the Settlement, or on any modification of the
23 Agreement that may become necessary to implement the Settlement, the Parties will seek the
24 assistance of a mediator and/or the Court for resolution.

25 10.5. No Prior Assignments. The Parties separately represent and warrant that they have not
26 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
27 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
28 action, or right released and discharged by the Party in this Settlement.

1 10.6. No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendants nor Defense Counsel are
2 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
3 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
4 Part 10, as amended) or otherwise.

5 10.7. Modification of Agreement. This Agreement, and all parts of it, may be amended,
6 modified, changed, or waived only by an express written instrument signed by all Parties or their
7 representatives, and approved by the Court.

8 10.8. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
9 the benefit of, the successors of each of the Parties.

10 10.9. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
11 governed by and interpreted according to the internal laws of the state of California, without
12 regard to conflict of law principles.

13 10.10. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
14 of this Agreement. This Agreement will not be construed against any Party on the basis that the
15 Party was the drafter or participated in the drafting.

16 10.11. Confidentiality. To the extent permitted by law, all agreements made, and orders
17 entered during Action and in this Agreement relating to the confidentiality of information shall
18 survive the execution of this Agreement.

19 10.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA
20 Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data
21 provided to PAGA Counsel by CGUSA in connection with the mediation, other settlement
22 negotiations, or in connection with the Settlement, may be used only with respect to this
23 Settlement, and no other purpose, and may not be used in any way that violates any existing
24 contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator
25 discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and
26 electronic versions of Aggrieved Employee Data received from CGUSA unless, prior to the
27 Administrator's payment of all Settlement Funds, CGUSA makes a written request to PAGA
28 Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

10.13. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.14. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.15. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Emil Davtyan, Esq.
David Yeremian, Esq.
David Keledjian, Esq.
Enoch J. Kim, Esq.
David Arakelyan, Esq.
Norayr Zakaryan, Esq.
D.Law, Inc.
450 N. Brand Blvd,
Suite 840,
Glendale, California, 91203

To Defendant CGUSA:

Lonnie D. Giamela, Esq.
Sophia G. Ellis, Esq.
Fisher & Phillips LLP
444 South Flower Street,
Suite 1500,
Los Angeles, California 90071

To Defendant Delta:

Andrew P. Frederick, Esq.
Morgan, Lewis & Bockius LLP
1400 Page Mill Road,
Palo Alto, CA 94304

10.16. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign or AdobeSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange

between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17. Stay of Litigation. The Parties agree that, upon the execution of this Agreement, the litigation shall continue to be stayed, except to effectuate the terms of this Agreement. The Parties further agree that, upon the signing of this Agreement and, pursuant to CCP Section 583.330, the date to bring a case to trial under CCP Section 583.310 shall be extended for the entire period of this settlement process.

IT IS SO AGREED.

Dated: May 13, 2025

COMPASS GROUP USA, INC.

By: _____
Its: _____ and authorized representative

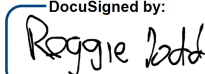
Dated: May 13, 2025

DELTA AIR LINES, INC.

By: _____
Its: _____ and authorized representative

Dated: May 13, 2025

PLAINTIFF

DocuSigned by:

14843633D3364E1...
Reginald Todd

AGREED AS TO FORM

Dated: May 13, 2025

D.LAW, INC.

/s/ Enoch J. Kim
Enoch J. Kim

Dated: May 13, 2025

FISHER & PHILLIPS, LLP

Lonnie Giamela

Dated: May 13, 2025

MORGAN, LEWIS & BOCKIUS LLP

Andrew P. Frederick

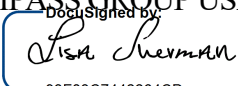
between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17. Stay of Litigation. The Parties agree that, upon the execution of this Agreement, the litigation shall continue to be stayed, except to effectuate the terms of this Agreement. The Parties further agree that, upon the signing of this Agreement and, pursuant to CCP Section 583.330, the date to bring a case to trial under CCP Section 583.310 shall be extended for the entire period of this settlement process.

IT IS SO AGREED.

Dated: May 13, 2025

COMPASS GROUP USA, INC.

DocuSigned by:

93F83C7442264CB
 By: Lisa Sherman
 Its: _____ and authorized representative
 Assistant General Counsel

Dated: May 13, 2025

DELTA AIR LINES, INC.

Blaze Knott
Signed by:
 By: Blaze Knott
 Its: Senior Corporate Counsel and authorized representative

Dated: May 13, 2025

PLAINTIFF

Reginald Todd

AGREED AS TO FORM

Dated: May 13, 2025

D.LAW, INC.

Enoch J. Kim

Dated: May 13, 2025

FISHER & PHILLIPS, LLP



Lonnie Giamela

Dated: May 13, 2025

MORGAN, LEWIS & BOCKIUS LLP



Andrew P. Frederick

EXHIBIT 2

VIA ON-LINE SUBMISSION AND MAIL:

<https://dir.tfaforms.net/128> (copy by certified mail to all Defendants)

Private Attorneys General Act
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Compass Group USA, Inc.
CSC – Lawyers Incorporating Service, Agent for Service of Process
2710 Gateway Oaks Drive
Sacramento, CA 95833
Certified Mail Tracking Number: 7019 2970 0000 5059 6523

Delta Air Lines, Inc.
CSC – Lawyers Incorporating Service, Agent for Service of Process
2710 Gateway Oaks Drive
Sacramento, CA 95833
Certified Mail Tracking Number: 9589 0710 5270 0172 5266 64

**Re: Labor Code § 2698, *et seq.* Penalties – PAGA Notice Letter to the LWDA
*Todd v. Compass Group USA, Inc. and Delta Air Lines, Inc., et al.***

Gentlepersons:

This office represents Plaintiff Reginald Todd (“Plaintiff”) and other similarly situated aggrieved employees (collectively “Aggrieved Employees”) for violations of California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 226.8, 510, 512, 515, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802; 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 similarly situated Aggrieved Employees, and the State of California, against Defendants, Compass Group USA, Inc., Delta Air Lines, Inc. 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 Plaintiff’s Class Action Complaint, which is attached hereto and incorporated by reference herein. The Complaint is being concurrently filed in Sacramento 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 Class Action Complaint provides the details of Plaintiff's class-wide claims and 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

Aggrieved Employees were employed by Defendants as non-exempt employees at Delta Sky Club locations in California within the statutory time period who suffer or suffered from the same wage and hour violations outlined below. The Aggrieved Employees herein are defined as: all individuals employed by Defendants and/or any staffing agencies and/or any other third parties in hourly or non-exempt positions at Delta Sky Club locations in California, at any time one (1) year prior to the submission of this letter (hereinafter, "Aggrieved Employees").

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

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

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



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

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

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

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

Plaintiff and Aggrieved Employees were not provided with accurate wage statements as mandated by law pursuant to Labor Code section 226. Specifically, Defendants failed to issue wage statements as "a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing." Additionally, the wage statements issued to Plaintiff and Aggrieved Employees were not recorded in "ink or other indelible form." Defendants failed to comply with Labor Code section 226(a)(1) as "gross wages earned" were not accurately reflected in that: all hours worked, including overtime, were not included. Defendants failed to comply with Labor Code section 226(a)(2) as "total hours worked by the employee" were not accurately reflected in that: all hours worked, including overtime, were not included. Defendants failed to comply with Labor Code section 226(a)(5) as "net wages earned" were not accurately reflected in that: all hours worked, including overtime, were not included. Defendants failed to comply with Labor Code section 226(a)(9) as "all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee" were not accurately reflected in that: all hours worked, including overtime, were not included. Furthermore, Defendants failed to provide Plaintiff and Aggrieved Employees with paper pay stubs as required by Labor Code § 226, applicable Wage



Orders, and DLSE Opinion Letters. Plaintiff's and Aggrieved Employees' wage statement were only provided in electronic format in violation of Labor Code § 226.

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

PAGA Claim Details, Legal Bases for Violations and Penalties:

As addressed above and in further detail in the Class Action Complaint, Plaintiff and the Aggrieved Employees complain of the following violations committed by Defendants:¹

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.

In California, employees must be paid at least the then applicable state minimum wage for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and paragraphs 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Paragraph 2(H) of the applicable IWC Wage Orders defines "Hours Worked" as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Additionally, pursuant to Labor Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked. Defendants failed to do so.

California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states: "The 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 minimum wage provisions of California Labor Code are enforceable by private civil action pursuant to Labor Code § 1194(a) which states: "Notwithstanding 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."

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



As described in California Labor Code §§ 1185 and 1194.2, any action for wages incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also, California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in the absence of a contractually agreed upon one. The underpayment of wages to Aggrieved Employees is and has been a direct consequence of Defendants' unlawful compensation policies and practices, which applied uniformly to the Aggrieved Employees working at locations and work sites throughout California.

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

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

Defendants have the ability to pay minimum and overtime wages for all time worked and have willfully refused to pay such wages with the intent to secure for Defendants a discount upon this indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Plaintiff and Aggrieved Employees.

In light of the forgoing, 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 other 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 other Aggrieved Employees are entitled to seek and recover statutory costs.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is 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 Plaintiff and Aggrieved Employees earned wages and overtime. Specifically, Plaintiff and Aggrieved Employees consistently worked in excess of eight (8), ten (10), and twelve (12) hours a day, and/or forty (40) hours a week. However, Plaintiff and Aggrieved Employees were not paid overtime wages for hours worked in excess of 8 hours a day. Moreover, the uncompensated time, discussed above including the time they worked "pre-shift" and "post-shift" without compensation and time spent working while clocked out for meal breaks caused Plaintiff and Aggrieved Employees to work in excess of eight (8), ten (10), and twelve (12) hours a day and/or 40 hours a week, further entitling Plaintiff and Aggrieved Employees overtime wages which they were consistently denied, all in violation of Labor Code § 510 and applicable Wage Orders.

Defendants have violated Labor Code § 1194 and Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular hourly rates for hours worked in excess of eight hours in a workday or in excess of forty hours in any workweek or for the first eight hours worked on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve hours in any one day or for hours worked in excess of eight hours on any seventh day of work in a workweek. Defendants had a consistent policy of not paying Employees wages for all hours worked, including by requiring off the clock work as addressed above and by under-reporting actual hours worked. With work shifts generally requiring eight hours or more of work on a given day, this unpaid off the clock work resulted in Aggrieved Employees working past eight hours on a shift or more than forty hours in a week, which required that they be paid at the correct overtime rate of 1.5 times their regular rate.

When considered in combination with the other wage violations addressed above, Aggrieved Employees were not properly compensated, nor were they paid overtime and double time rates for hours worked in excess of 8, 10, and 12 hours in a given day, and/or forty hours in a given week.



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. Defendants have also violated these provisions by requiring Plaintiff and other similarly situated Aggrieved 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.

In light of the forgoing, 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 is 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 512 and Penalties

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

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

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, including by miscalculating any premium payments they did make. 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 hour of wages at their correctly calculated regular rate of compensation 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 is 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 Under Labor Code § 226.7 and Penalties

Defendants have consistently failed to provide Plaintiff and Aggrieved Employees with paid rest breaks of not less than 10 minutes for every work period of 4 or more consecutive hours, as required by Labor Code. Specifically, Plaintiff and Aggrieved Employees were required to work through their rest breaks, which were systemically denied. Finally, and just as the meal periods above, Defendants had a common policy and practice of requiring Plaintiff and Aggrieved Employees to carry and monitor their personal cellular phones and respond to work-related messages during rest breaks.

Defendants also failed to pay Aggrieved Employees premium pay for each day on which requisite rest breaks were not provided or were deficiently provided, or miscalculated any premiums paid. 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 correctly calculated regular rate of compensation for each rest 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 is 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 Reimburse for Necessary Business Expenditures in Violation of Labor Code § 2802

Defendants have consistently required Plaintiff and Aggrieved Employees to incur necessary business expenses in the execution of their duties under Defendants' employ. Specifically, Defendants have failed to reimburse Plaintiff and Aggrieved Employees for expenses necessarily incurred in the performance of their job duties for Defendants including, cost of cell phone usage, the costs of non-slip shoes which had to be purchased, and the cost of having to maintain and clean their company uniform, all to perform their duties under Defendants' employ, for which no reimbursements were paid, and in violation of Labor Code § 2802. Defendants systematically and 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 seeks 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).

Failure to Issue Accurate and Itemized 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, Defendants failed to provide Employees with accurate itemized wage statements in writing, as required by the Labor Code. 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.

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.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts 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, ..."

///



Failure to Issue Semimonthly Payments in Violation of Labor Code § 204

In failing to pay Aggrieved Employees wages, overtime, premium pay, etc., and failing to provide them with checks and wage statements, 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.

Defendants also required Aggrieved Employees to work hours off the clock for which they were not compensated, including during 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 or miscalculated these premiums by not including all forms of remuneration in the regular rate, as addressed above. Therefore, when Aggrieved Employees received wage statements and pay checks, they did not compensate all hours worked on a timely basis, resulting in Defendants' systematic failure to pay all wages owed to Aggrieved Employees twice monthly in accordance with the requirements of Labor Code § 204. Additionally, by not providing wage statements as required under section 204, Defendants systematically violated Labor Code § 204 and § 226.

Given the above described off the clock work, Plaintiff was not paid at the correct overtime rate for all hours he worked after eight hours into a shift or over forty in a work week and that he was not paid all double time owed either. Defendants' uniformly applied payroll policies and practices thus resulted in further systematic and ongoing violations of the requirements of Labor Code § 204.

In light of the foregoing, Plaintiff and Aggrieved Employees seek to recover wages and penalties, interest, fees and costs pursuant to Labor Code §§ 201.3, 210, 218.5, 558, and 1194. In failing to pay Aggrieved Employees minimum wages and overtime, off the clock work, by not providing 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 asserts 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).

///



Failure to Keep Records In Accordance With Labor Code §§ 1174

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, double time, premium pay, etc., and by not recording meal period start and end times, all discussed herein, Defendants failed to maintain proper employment records in accordance with Section 1174. In light of the forgoing, 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 asserts 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).

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 forgoing, 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 forgoing, 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 asserts 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).

Unfair Competition Under Business and Professions Code § 17200, *et seq.*

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



Plaintiff's PAGA Claim under Labor Code § 2698 et seq. and Recovery Bases:

After complying with the notice procedures of Labor Code § 2699.3 and the running of the notice period after the filing of the Class Action Complaint, Plaintiff will file an amended Complaint asserting, as a representative action on behalf of the California Attorney General and the other similarly 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, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802, including as follows:

(a) Wage Claims: 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, failure to pay proper reporting time and sick pay 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 wage statements or 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) Failure to Reimburse Business Expenses: For Defendants' failure to reimburse the necessary work related expenses incurred under Labor Code §§ 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 §§ 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);

(g) All Alleged Violations of the IWC Wage Orders: For any above addressed violation of the applicable provisions of the 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).

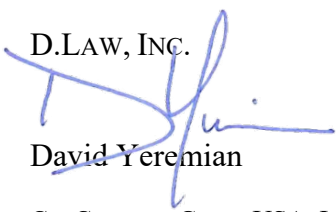
We have been constrained to initially move forward with the filing of this Complaint, alleging the causes of action discussed herein, without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case 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 alleges have been violated, including the facts and relevant theories alleged against Defendants and joint employers. To prevent the violations described in the Complaint and herein from occurring, and to remedy past violations, Plaintiff respectfully requests 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.



David Yeremian

Cc: Compass Group USA, Inc., and Delta Air Lines, Inc., by Certified Mail

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8 Attorneys for Plaintiff REGINALD TODD

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 FOR THE COUNTY OF SACRAMENTO

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

13 *Plaintiff,*

14 v.

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

18 *Defendants.*

Case No.:

CLASS ACTION COMPLAINT

1. Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198);
2. Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198);
3. Failure to Pay Hourly Wages and Overtime (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1997.1 and 1198);
4. Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a));
5. Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203);
6. Failure to Indemnify (Lab. Code § 2802); and
7. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*);

JURY TRIAL DEMANDED

1 Plaintiff REGINALD TODD (“Plaintiff”), on behalf of himself, all others similarly situated,
2 and the general public, complain and allege as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this class action against Defendants COMPASS GROUP USA, INC.,
5 and DELTA AIR LINES, INC., and DOES 1 through 50, inclusive, (collectively referred to as
6 “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 class action to recover
19 unpaid wages, liquidated damages, penalties, restitution and related relief on behalf of himself, all
20 others similarly situated, and the general public.

21 **JURISDICTION AND VENUE**

22 2. This Court has subject matter jurisdiction to hear this case because the monetary
23 damages and restitution sought by Plaintiff from Defendants conduct exceeds the minimal jurisdiction
24 of the Superior Court 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 11. This action has been brought and may be maintained as a class action pursuant to Code
4 of Civil Procedure section 382 because there is a well-defined community of interest among the
5 persons who comprise the readily ascertainable classes defined below and because Plaintiff is
6 unaware of any difficulties likely to be encountered in managing this case as a class action.

7 12. **Relevant Time Period:** The relevant time period is defined as the time period
8 beginning four years prior to the filing of this action until judgment is entered.

- 9 a. **Hourly Employee Class:** All persons employed by Defendants at Delta Sky Club
10 locations in California, collectively or separately, and/or any staffing agencies
11 and/or any other third parties in hourly or non-exempt positions four years prior to
the filing of this action and ending on the date that final judgment is entered in this
action (“Hourly Employee Class”).
- 12 b. **Meal Period Sub-Class:** All **Hourly Employee Class** members who worked in
13 a shift in excess of five hours during the four years prior to the filing of this action
and ending on the date that final judgment is entered in this action.
- 14 c. **Rest Period Sub-Class:** All **Hourly Employee Class** members who worked a
15 shift of at least three and one-half (3.5) hours the four years prior to the filing of
this action and ending on the date that final judgment is entered in this action.
- 16 d. **Waiting Time Penalties Sub-Class:** All **Hourly Employee Class** members who
17 separated from their employment with Defendants during the period beginning
18 three years before the filing of this action and ending when final judgment is
entered.
- 19 e. **Wage Statement Class:** All persons employed by Defendants at Delta Sky Club
20 locations in California during the period beginning one year before the filing of
this action and ending when final judgment is entered.
- 21 f. **Expense Reimbursement Class:** All persons employed by Defendants at Delta
22 Sky Club locations in California who incurred business expenses during the
Relevant Time Period.
- 23 g. **UCL Class:** All **Hourly Employee Class** and **Expense Reimbursement Class**
24 members employed by Defendants in California during the four years prior to the
filing of this action and ending on the date that final judgment is entered in this
action.

25 13. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the right
26 to amend or modify the class definitions with greater specificity, by further division into sub-classes
27 and/or by limitation to particular issues.

28 14. **Numerosity:** The class members are so numerous that the individual joinder of each

1 individual class member is impractical. While Plaintiff does not currently know the exact number of
2 class members, Plaintiff is informed and believes, and thereupon alleges that the actual number
3 exceeds the minimum required for numerosity under California law.

4 15. **Commonality and Predominance:** Common questions of law and fact exist as to all
5 class members and predominate over any questions which affect only individual class members.
6 These common questions include, but are not limited to:

- 7 a. Whether Defendants maintained a policy or practice of failing to provide
8 employees with their rest periods;
- 9 b. Whether Defendants maintained a policy or practice of failing to provide
10 employees with their meal periods;
- 11 c. Whether Defendants failed to pay premium wages to class members when they
12 have not been provided with meal and rest periods at the appropriate rates of pay;
- 13 d. Whether Defendants failed to pay minimum and/or overtime wages to class
14 members for all time worked;
- 15 e. Whether Defendants failed to provide class members with accurate written wage
16 statements as a result of providing them with written wage statements with
17 inaccurate entries for, among other things, amounts of gross and net wages, and
18 total hours worked;
- 19 f. Whether Defendants applied policies or practices that result in late and/or
20 incomplete final wage payments;
- 21 g. Whether Defendants failed to reimburse class members for all necessary business
22 expenses incurred during the discharge of their duties;
- 23 h. Whether Defendants are liable to class members for waiting time penalties under
24 Labor Code section 203; and
- 25 i. Whether class members are entitled to restitution of money or property that
26 Defendants may have acquired from them through unfair competition;

27 16. **Typicality:** Plaintiff's claims are typical of the other class members' claims. Plaintiff
28 is informed and believes and thereupon alleges that Defendants have a policy or practice of failing to

1 comply with the California Labor Code and Business and Professions Code as alleged in this
2 Complaint.

3 17. **Adequacy of Class Representative:** Plaintiff is an adequate class representative in
4 that he has no interests that are adverse to, or otherwise conflict with, the interests of absent class
5 members and is dedicated to vigorously prosecuting this action on their behalf. Plaintiff will fairly
6 and adequately represent and protect the interests of the other class members.

7 18. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in that
8 they have no known conflicts of interest with Plaintiff or absent class members, are experienced in
9 wage and hour class action litigation, and are dedicated to vigorously prosecuting this action on behalf
10 of Plaintiff and absent class members.

11 19. **Superiority:** A class action is vastly superior to other available means for fair and
12 efficient adjudication of the class members' claims and would be beneficial to the parties and the
13 Court. Class action treatment will allow a number of similarly situated persons to simultaneously and
14 efficiently prosecute their common claims in a single forum without the unnecessary duplication of
15 effort and expense that numerous individual actions would entail. In addition, the monetary amounts
16 due to many individual class members are likely to be relatively small and would thus make it difficult,
17 if not impossible, for individual class members to both seek and obtain relief. Moreover, a class
18 action will serve an important public interest by permitting class members to effectively pursue the
19 recovery of monies owed to them. Further, a class action will prevent the potential for inconsistent
20 or contradictory judgments inherent in individual litigation.

21 **GENERAL ALLEGATIONS**

22 20. Plaintiff and Class Members worked for Defendants as a non-exempt employee at
23 Delta Sky Club locations in California during the relevant and statutory periods.

24 21. Defendants had a common policy and practice of systemically failing to pay Plaintiff
25 and Class members proper wages and overtime for all hours worked, at the proper rates of pay. First,
26 Defendants implemented an unlawful time-rounding policy and practice which rounded down and
27 reduced the actual working hours recorded by Plaintiff and Class Members, and upon which their pay
28 was based, and generally did so to the detriment of the Plaintiff and Class Members, and these

1 unlawfully rounded time entries were inputted into Defendants' payroll system from which wage
2 statements and payroll checks were created. Defendants did so with the ostensible intent of paying
3 Plaintiff and Class Members only for the hours they were scheduled to work, rather than the hours
4 they were actually under Defendants' control. Plaintiff contends this policy is not neutral and results,
5 over time, to the detriment of the Plaintiff and Class Members by systematically undercompensating
6 them.

7 22. Next, Plaintiff and Class Members were also consistently required to perform work,
8 off-the-clock, both before and after their shifts, for which they were not paid wages. Specifically, with
9 regard to unpaid pre-shift hours, Plaintiff and class members had to undergo various security checks,
10 including bag checks, and protocols all prior to clocking in for work; this uncompensated process was
11 repeated when Plaintiff and Class Members returned to the premises from unpaid meal periods.
12 Additionally, Plaintiff and Class Members had to undergo mandatory temperature checks, again, prior
13 to clocking in for work. Moreover, Defendants had a common policy and practice of systemically
14 requiring Plaintiff and Class Members to perform work duties during unpaid meal periods, when such
15 meal periods were taken. All the forgoing and uncompensated working time was under the direction
16 and control of Defendants, for which no wages were paid.

17 23. This uncompensated time caused Plaintiff and Class Members to work in excess of
18 eight (8), ten (10) and/or twelve(12) hours a day and/or forty (40) hours a week, entitling Plaintiff
19 and Class Members to minimum and overtime wages, which they were systemically denied.

20 24. Defendants had a common policy and practice of systemically denying Plaintiff and
21 Class Members the opportunity to take meal periods in compliance with the California Law.
22 Specifically, Plaintiff and Class Members' periods were systemically interrupted by work duties.
23 Additionally, Plaintiff and Class Members were not provided the opportunity to take their meal
24 periods prior to the completion of their fifth hour of work, which were only further delayed by the
25 mandatory security checks, discussed above.

26 25. Plaintiff and Class Members were not provided with meal periods of at least thirty (30)
27 minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling each meal
28 period as part of each work shift; (2) no formal written meal policy that encouraged employees to

1 take their meal periods, or that advised Class Members of their meal and rest period rights; and (3)
2 Defendants' practice of requiring putative class members to continue working through their meal and
3 rest periods due to the excessive workload.

4 26. Defendants had a common policy and practice of systemically denying Plaintiff and
5 Class Members the opportunity to take meal periods in compliance with the California Law. Plaintiff
6 and Class Members were not provided with rest periods of at least ten (10) minutes for each four (4)
7 hour work period, or major fraction thereof, due to (1) Defendants' policy of not scheduling each rest
8 period as part of each work shift, including second rest breaks for shifts of six (6) hours or more; (2)
9 no formal compliant written rest period policy that encouraged employees to take their rest periods,
10 or that properly advised Plaintiff and Class Members of their rest period rights; (3) Defendants' policy
11 and practice of requiring putative class members to continue working through their rest breaks due to
12 the excessive workload and having to keep, maintain, and monitor their personal cellular phones, to
13 respond to work-related messages during unpaid breaks.

14 27. Furthermore, Defendants failed to pay Plaintiff and Class Members premium pay
15 wages at their appropriate regular rates of pay for each meal and rest period denied.

16 28. Plaintiff and Class Members were not provided with accurate wage statements as
17 mandated by law pursuant to Labor Code section 226. Specifically, Defendants failed to issue wage
18 statements as "a detachable part of the check, draft, or voucher paying the employee's wages, or
19 separately if wages are paid by personal check or cash, an accurate itemized statement in writing."
20 Additionally, the wage statements issued to Plaintiff and Class Members were not recorded in "ink
21 or other indelible form."

22 29. Defendants failed to comply with Labor Code section 226(a)(1) as "gross wages
23 earned" were not accurately reflected in that: all hours worked, including overtime, were not included.

24 30. Defendants failed to comply with Labor Code section 226(a)(2) as "total hours worked
25 by the employee" were not accurately reflected in that: all hours worked, including overtime, were
26 not included.

27 31. Defendants failed to comply with Labor Code section 226(a)(5) as "net wages earned"
28 were not accurately reflected in that: all hours worked, including overtime, were not included.

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

33. Furthermore, Defendants failed to provide Plaintiff and Class Members with paper pay stubs as required by Labor Code § 226, applicable Wage Orders, and DLSE Opinion Letters. Plaintiff's and Class Members' wage statement were only provided in electronic format in violation of Labor Code § 226.

34. Plaintiff and Class Members were not reimbursed for business expenses incurred in executing their duties under Defendant's employ. Specifically, Plaintiff and Class Members were required to purchase cellular phones, and cellular phone service for work related purposes. Additionally, Plaintiff and Class Members had to purchase non-slip shoes and pay for the maintenance and cleaning of their company work uniform, all necessary in executing their duties under Defendants' employ and for which no reimbursements were paid.

FIRST CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

(Lab. Code §§ 226.7, 512, 1174, and 1198)

(Plaintiff and Meal Period Sub-Class)

35. Plaintiff incorporates by reference the preceding paragraphs of the Complaint as if fully alleged herein.

36. At all relevant times, Plaintiff and the **Meal Period Sub-Class** members have been non-exempt employees of Defendant entitled to the full meal period protections of both the Labor Code and the applicable Industrial Welfare Commission Wage Order.

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

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

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

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

9 41. Section 11 of the applicable Wage Order states:

10 “No employer shall employ any person for a work period of more than five (5) hours
11 without a meal period of not less than 30 minutes, except that when a work period of
12 not more than six (6) hours will complete the day’s work the meal period may be
13 waived by mutual consent of the employer and employee. Unless the employee is
14 relieved of all duty during a 30 minute meal period, the meal period shall be considered
15 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
may, in writing, revoke the agreement at any time.”

16 42. At all relevant times, Plaintiff was not subject to a valid on-duty meal period
17 agreement. Plaintiff is informed and believes that, at all relevant times, **Meal Period Sub-Class**
18 members were not subject to valid on-duty meal period agreements with Defendants.

19 43. Plaintiff alleges that, at all relevant times during the applicable limitations period,
20 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal Period**
21 **Sub-Class** with uninterrupted, duty-free meal periods for at least thirty (30) minutes for each five (5)
22 hour work period, as required by Labor Code section 512 ad the applicable Wage Order. Specifically,
23 Specifically, Plaintiff and **Meal Period Sub-Class** Members’ periods were systemically interrupted
24 by work duties. Additionally, Plaintiff and **Meal Period Sub-Class** Members were not provided the
25 opportunity to take their meal periods prior to the completion of their fifth hour of work, which were
26 only further delayed by the mandatory security checks, discussed herein.

27 44. Plaintiff alleges that, at all relevant times during the applicable limitations period,
28 Defendants maintained a policy or practice of failing to pay premium wages to **Meal Period Sub-**

1 **Class** members when they worked five (5) hours without clocking out for any meal period.

2 45. Plaintiff alleges that, at all relevant times during the applicable limitations period,
3 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal Period**
4 **Sub-Class** with a second meal period when they worked shifts of ten or more hours and failed to pay
5 them premium wages as required by Labor Code 512 and the applicable Wage Order.

6 46. Moreover, Defendants written policies fail to inform Meal period Class Members of
7 their meal period rights under the Labor Code and applicable Wage Orders.

8 47. At all relevant times, Defendants failed to pay Plaintiff and the **Meal Period Sub-**
9 **Class** members additional premium wages, and/or were not paid premium wages at the employees'
10 regular rates of pay when required meal periods were not provided.

11 48. Pursuant to Labor Code section 204, 218.6, 226.7 and 512, Plaintiff, on behalf of
12 himself and the **Meal Period Sub-Class** members, seek to recover unpaid premium wages, interest
13 thereon, and costs of suit.

14 49. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
15 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and the
16 **Meal Period Sub-Class** members, seek to recover reasonable attorneys' fees.

17 **SECOND CAUSE OF ACTION**

18 **FAILURE TO PROVIDE REST PERIODS**

19 **(Lab. Code §§ 204, 223, 226.7 and 1198)**

20 **(Plaintiff and Rest Period Sub-Class)**

21 50. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
22 herein.

23 51. At all relevant times, Plaintiff and the **Rest Period Sub-Class** members have been
24 non-exempt employees of Defendants entitled to the full rest period protections of both the Labor
25 Code and the applicable Wage Order.

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

1 middle of each work period insofar as practicable.

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

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

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

10 56. Plaintiff alleges that, at all relevant times during the applicable limitations period,
11 Defendants maintained a policy or practice of not providing members of the **Rest Period Sub-Class**
12 with net rest period of at least ten uninterrupted minutes for each four hour work period, or major
13 fraction thereof, as required by the applicable Wage Order.

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

22 58. At all relevant times, Defendants failed to pay Plaintiff and the **Rest Period Sub-Class**
23 members additional premium wages when required rest periods were not provided.

24 59. Pursuant to Labor Code section 204, 218.6 and 226.7, Plaintiff, on behalf of himself
25 and **Rest Period Sub-Class** members, seek to recover unpaid premium wages, interest thereon, and
26 costs of suit.

27 60. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
28 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and **Rest**

1 **Period Sub-Class** members, seek to recover reasonable attorneys' fees.

2 **THIRD CAUSE OF ACTION**

3 **FAILURE TO PAY HOURLY AND OVERTIME WAGES**

4 **(Lab. Code §§ 223, 510, 1194, 1197 and 1198)**

5 **(Plaintiff and Hourly Employee Class)**

6 61. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
7 herein.

8 62. At all relevant times, Plaintiff and **Hourly Employee Class** members are or have been
9 non-exempt employees of Defendants entitled to the full protections of the Labor Code and the
10 applicable Wage Order.

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

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

17 65. Labor Code section 1194 invalidates any agreement between an employer and an
18 employee to work for less than the minimum or overtime wage required under the applicable Wage
19 Order.

20 66. Labor Code section 1194.2 entitles non-exempt employees to recover liquidated
21 damages in amounts equal to the amounts of unpaid minimum wages and interest thereon in addition
22 to the underlying unpaid minimum wages and interest thereon.

23 67. Labor Code section 1197 makes it unlawful for an employer to pay an employee less
24 than the minimum wage required under the applicable Wage Order for all hours worked during a
25 payroll period.

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

1 69. Labor Code section 1198 makes it unlawful for employers to employ employees under
2 conditions that violate the applicable Wage Order.

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

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

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

14 73. Labor Code section 510 and Section 3 of the applicable Wage Order also require
15 employers to pay non-exempt employees overtime wages of no less than two times their respective
16 regular rates of pay for all hours worked in excess of twelve hours in one workday and for all hours
17 worked in excess of eight hours on a seventh consecutive workday during the workweek.

18 74. Plaintiff is informed and believes that, at all relevant times, Defendants have applied
19 centrally devised policies and practices to her and **Hourly Employee Class** members with respect to
20 working conditions and compensation arrangements.

21 75. At all relevant times, Defendants failed to pay hourly wages to Plaintiff and **Hourly**
22 **Employee Class** members for all time worked, including but not limited to, overtime hours at
23 statutory and/or agreed rates.

24 76. Plaintiff and **Hourly Employee Class** members were not paid proper wages and
25 overtime for all hours worked, at the proper rates of pay. First, Defendants implemented an unlawful
26 time-rounding policy and practice which rounded down and reduced the actual working hours
27 recorded by Plaintiff and **Hourly Employee Class** Members, and upon which their pay was based,
28 and generally did so to the detriment of the Plaintiff and **Hourly Employee Class** Members, and

1 these unlawfully rounded time entries were inputted into Defendants' payroll system from which
2 wage statements and payroll checks were created. Defendants did so with the ostensible intent of
3 paying Plaintiff and **Hourly Employee Class** members only for the hours they were scheduled to
4 work, rather than the hours they were actually under Defendants' control. Plaintiff contends this
5 policy is not neutral and results, over time, to the detriment of the Plaintiff and **Hourly Employee**
6 **Class** members by systematically undercompensating them.

7 77. Next, Plaintiff and **Hourly Employee Class** Members were also consistently required
8 to perform work, off-the-clock, both before and after their shifts, for which they were not paid wages.
9 Specifically, with regard to unpaid pre-shift hours, Plaintiff and **Hourly Employee Class** Members
10 had to undergo various security checks, including bag checks, and protocols all prior to clocking in
11 for work; this uncompensated process was repeated when Plaintiff and **Hourly Employee Class**
12 Members returned to the premises from unpaid meal periods. Additionally, Plaintiff and **Hourly**
13 **Employee Class** Members had to undergo mandatory temperature checks, again, prior to clocking in
14 for work. Moreover, Defendants had a common policy and practice of systemically requiring Plaintiff
15 and **Hourly Employee Class** Members to perform work duties during unpaid meal periods, when
16 such meal periods were taken. All the forgoing and uncompensated working time was under the
17 direction and control of Defendants, for which no wages were paid.

18 78. This uncompensated time caused Plaintiff and **Hourly Employee Class** members to
19 work in excess of eight (8), ten (10), and twelve (12) hours a day and/or forty (40) hours a week,
20 entitling Plaintiff and **Hourly Employee Class** members to minimum and overtime wages, which
21 they were systemically denied.

22 79. As a result of Defendants' unlawful conduct, Plaintiff and **Hourly Employee Class**
23 members have suffered damages in an amount, subject to proof, to the extent they were not paid the
24 full amount of wages earned during each pay period during the applicable limitations period,
25 including overtime wages.

26 80. Pursuant to Labor Code sections 204, 218.6, 223, 510, 1194 and 1194.2, Plaintiff, on
27 behalf of himself and **Hourly Employee Class** members, seek to recover unpaid straight time and
28 overtime wages, interest thereon and costs of suit.

81. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and **Hourly Employee Class** members, seek to recover reasonable attorneys' fees.

FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS

(Lab. Code § 226)

(Plaintiff and Wage Statement Penalties Sub-Class)

82. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged herein.

83. Labor Code section 226(a) states:

“An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (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 only 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, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of 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 and, beginning July 1, 2013, if the employer is a temporary services employer as defined in Section 201.3, the rate of pay and the total hours worked for each temporary services assignment. The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California. For purposes of 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.”

84. The Division of Labor Standards Enforcement (“DLSE”) has sought to harmonize the “detachable part of the check” provision and the “accurate itemized statement in writing” provision of Labor Code section 226(a) by allowing for electronic wage statements so long as each employee retains the right to elect to receive a written paper stub or record and that those who are provided with electronic wage statements retain the ability to easily access the information and convert the electronic

1 statements into hard copies at no expense to the employee. (DLSE Opinion Letter July 6, 2006).

2 85. Plaintiff is informed and believes that, at all relevant times during the applicable
3 limitations period, Defendants have failed to provide **Wage Statement Class** members with written
4 wage statements as described above. Additionally, the wage statements issued to class members
5 failed to account for the unpaid minimum wages, overtime, and premium pay wages described
6 above.

7 86. Furthermore, Defendants failed to provide Plaintiff and **Wage Statement Class**
8 Members with paper pay stubs as required by Labor Code § 226, applicable Wage Orders, and DLSE
9 Opinion Letters. Plaintiff's and **Wage Statement Class** members' wage statement were only
10 provided in electronic format in violation of Labor Code § 226.

11 87. Plaintiff is informed and believes that Defendants' failure to provide her and **Wage**
12 **Statement Class** members with accurate written wage statements were intentional in that Defendants
13 have the ability to provide them with accurate wage statements but have intentionally provided them
14 with written wage statements that Defendants have known do not comply with Labor Code section
15 226(a).

16 88. Plaintiff and **Wage Statement Class** members have suffered injuries, in that
17 Defendants have violated their legal rights to receive accurate wage statements and have misled them
18 about their actual rates of pay and wages earned. In addition, inaccurate information on their wage
19 statements have prevented immediate challenges to Defendants' unlawful pay practices, has required
20 discovery and mathematical computations to determine the amount of wages owed, has caused
21 difficulty and expense in attempting to reconstruct time and pay records, and/or has led to the
22 submission of inaccurate information about wages and deductions to federal and state government
23 agencies.

24 89. Pursuant to Labor Code section 226(e), Plaintiff, on behalf of himself and **Wage**
25 **Statement Class** members, seek the greater of actual damages or \$50.00 for the initial pay period in
26 which a violation of Labor Code section 226(a) occurred, and \$100.00 for each subsequent pay period
27 in which a violation of Labor Code section 226(a) occurred, not to exceed an aggregate penalty of
28 \$4000.00 per class member, as well as awards of reasonable attorneys' fees and costs.

1 **FIFTH CAUSE OF ACTION**

2 **FAILURE TO TIMELY PAY ALL FINAL WAGES**

3 **(Lab. Code §§ 201-203)**

4 **(Plaintiff and Waiting Time Penalties Sub-Class)**

5 90. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
6 herein.

7 91. At all relevant times, Plaintiff and **Waiting Time Penalties Sub-Class** members have
8 been entitled, upon the end of their employment with Defendants, to timely payment of all wages
9 earned and unpaid before termination or resignation.

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

12 93. At all relevant times, pursuant to Labor Code section 202, employees who have
13 resigned after giving at least seventy-two (72) hours notice of resignation have been entitled to
14 payment of all final wages at the time of resignation.

15 94. Plaintiff is informed and believes that, at all relevant time during the applicable
16 limitations period, Defendants have failed to timely pay **Waiting Time Penalties Sub-Class**
17 members all of their final wages in accordance with the Labor Code.

18 95. Plaintiff is informed and believes that, at all relevant times during the applicable
19 limitations period, Defendants have maintained a policy or practice of paying **Waiting Time**
20 **Penalties Sub-Class** members their final wages without regard to the requirements of Labor Code
21 sections 201 or 202 by failing to timely pay them all final wages.

22 96. Plaintiff is informed and believes and thereupon alleges that Defendants' failure to
23 timely pay all final wages to her and **Waiting Time Penalties Sub-Class** members have been willful
24 in that Defendants have the ability to pay final wages in accordance with Labor Code sections 201
25 and/or 202 but have intentionally adopted policies or practices that are incompatible with those
26 requirements.

27 97. Pursuant to Labor Code sections 203 and 218.6, Plaintiff, on behalf of himself and
28 **Waiting Time Penalties Sub-Class** members, seek waiting time penalties from the dates that their

1 final wages have first become due until paid, up to a maximum of thirty days, and interest thereon.

2 98. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
3 and/or the common fund doctrine, Plaintiff, on behalf of himself and **Waiting Time Penalties Sub-**
4 **Class** members, seek awards of reasonable attorneys' fees and costs.

5 **SIXTH CAUSE OF ACTION**

6 **FAILURE TO INDEMNIFY**

7 **(Lab. Code § 2802)**

8 **(Plaintiff and Reimbursement Class)**

9 99. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
10 herein.

11 100. Labor Code section 2802(a) states:

12 "An employer shall indemnify his or her employee for all necessary expenditures or
13 losses incurred by the employee in direct consequence of the discharge of his or her
14 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."

15 101. Plaintiff and **Expense Reimbursement Class** Members were not reimbursed for
16 business expenses incurred in executing their duties under Defendant's employ. Specifically,
17 Specifically, Plaintiff and **Expense Reimbursement Class** Members were required to purchase
18 cellular phones, and cellular phone service for work related purposes. Additionally, Plaintiff and
19 **Expense Reimbursement Class** Members had to purchase non-slip shoes and pay for the
20 maintenance and cleaning of their company work uniform, all necessary in executing their duties
21 under Defendants' employ and for which no reimbursements were paid.

22 102. Accordingly, Plaintiff and **Expense Reimbursement Class** members are entitled to
23 restitution for all unpaid amounts due and owing to within four years of the date of the filing of the
24 Complaint and until the date of entry of judgment.

25 103. Plaintiff, on behalf of himself, and **Expense Reimbursement Class** members, seeks
26 interest thereon and costs pursuant to Labor Code section 218.6, and reasonable attorneys' fees
27 pursuant to Code of Civil Procedure section 1021.5.

28 **SEVENTH CAUSE OF ACTION**

1 **UNFAIR COMPETITION**

2 **(Bus. & Prof. Code §§ 17200 *et seq.*)**

3 **(Plaintiff and UCL Class)**

4 104. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
5 herein.

6 105. Business and Professions Code section 17200 defines “unfair competition” to include
7 any unlawful business practice.

8 106. Business and Professions Code section 17203-17204 allow a person who has lost
9 money or property as a result of unfair competition to bring a class action in accordance with Code
10 of Civil Procedure section 382 to recover money or property that may have been acquired from
11 similarly situated persons by means of unfair competition.

12 107. California law requires employers to pay hourly, non-exempt employees for all hours
13 they are permitted or suffered to work, including hours that the employer knows or reasonable should
14 know that employees have worked.

15 108. Plaintiff and the **UCL Class** members re-alleges and incorporates the FIRST,
16 SECOND, THIRD, FOURTH, and SIXTH causes of action herein.

17 109. Plaintiff lost money or property as a result of the aforementioned unfair competition.

18 110. Defendants have or may have acquired money by means of unfair competition.

19 111. Plaintiff is informed and believes and thereupon alleges that by committing the Labor
20 Code violations described in this Complaint, Defendants violated Labor Code sections 215, 216, 225,
21 226.6, 226.7, 354, 408, 512, 510, 553, 1175, 1174, 1194, 1194.2, 1197, 1197.1, 1198, and 1199, as
22 well as applicable Wag Orders, which make it a misdemeanor to commit the violations alleged herein.

23 112. Defendants have committed criminal conduct through their policies and practices of,
24 *inter alia*, failing to comport with their affirmative obligations as an employer to: provide non-exempt
25 employees with compliant meal and rest periods; pay for all hours worked at the proper rates of pay;
26 proper sick time pay; reporting time pay; and reimbursement for necessary business expenditures.

27 113. Defendants’ unlawful conduct as alleged in this Complaint amounts to and constitutes
28 unfair competition within the meaning of Business and Professions Code section 17200 *et seq.*

1 Business and Professions Code sections 17200 *et seq.* protects against unfair competition and allows
2 a person who has suffered an injury-in-fact and has lost money or property as a result of an unfair,
3 unlawful or fraudulent business practice to seek restitution on his own behalf and on behalf of
4 similarly situated persons in a class action proceeding.

5 114. As a result of Defendants' violations of the Labor Code during the applicable
6 limitations period, Plaintiff has suffered an injury-in-fact and has lost money or property in the form
7 of earned wages. Specifically, Plaintiff has lost money or property as a result of Defendants' conduct.

8 115. Plaintiff is informed and believes that other similarly situated persons have been
9 subject to the same unlawful policies or practices of Defendants.

10 116. Due to the unfair and unlawful business practices in violation of the Labor Code,
11 Defendants have gained a competitive advantage over other comparable companies doing business in
12 the State of California that comply with their legal obligations.

13 117. California's Unfair Competition Law ("UCL") permits civil recovery and injunctive
14 for "any unlawful, unfair or fraudulent business act or practice," including if a practice or act violates
15 or is considered unlawful under any other state or federal law.

16 118. Accordingly, pursuant to Business and Professions Code sections 17200 and 17203,
17 Plaintiffs request the issuance of temporary, preliminary and permanent injunctive relief enjoining
18 Defendants, and each of them, and their agents and employees, from further violations of the Labor
19 Code and applicable Wage Orders.

20 119. Accordingly, pursuant to Bus. & Prof. Code sections 17200 and 17203, Plaintiff
21 requests the issuance of temporary, preliminary and permanent injunctive relief enjoining
22 Defendants, and each of them, and their agents and employees, from further violations of the Labor
23 Code and applicable Industrial Welfare Commission Wage Orders; and upon a final hearing seek an
24 order permanently enjoining Defendants, and each of them, and their respective agents and
25 employees, from further violations of the Labor Code and applicable Industrial Welfare Commission
26 Wage Orders.

27 120. Pursuant to Business and Professions Code section 17203, Plaintiff, on behalf of
28 himself and **UCL Class** members, seek declaratory relief and restitution of all monies rightfully

1 belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful
2 and unfair business practices.

3 121. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
4 and/or the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover
5 reasonable attorneys' fees in connection with their unfair competition claims.

6 122. Pursuant to Business and Professions Code section 17203, Plaintiff, on behalf of
7 himself and **UCL Class** members, seek declaratory relief and restitution of all monies rightfully
8 belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful
9 and unfair business practices.

10 123. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
11 and/or the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover
12 reasonable attorneys' fees in connection with their unfair competition claims.

13 **PRAYER FOR RELIEF**

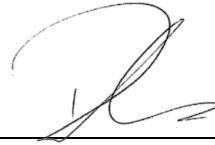
14 WHEREFORE, Plaintiff, on behalf of himself, all others similarly situated, and the general
15 public, prays for relief and judgment against Defendants as follows:

- 16 a. An order that the action be certified as a class action;
- 17 b. An order that Plaintiff be appointed class representative;
- 18 c. An order that counsel for Plaintiff be appointed class counsel;
- 19 d. Unpaid wages and overtime;
- 20 e. Actual damages;
- 21 f. Liquidated damages;
- 22 g. Unreimbursed expenses;
- 23 h. Restitution;
- 24 i. Declaratory relief;
- 25 j. Pre-judgment interest;
- 26 k. Statutory penalties;
- 27 l. Costs of suit;
- 28 m. Reasonable attorneys' fees; and

1 n. Such other relief as the Court deems just and proper.

2
3 Dated: September 1, 2023

D.LAW, INC.

4
5
6 

7 Emil Davtyan
8 David Yeremian
9 David Keledjian
Attorneys for Plaintiff
REGINALD TODD, and the putative class

10 **DEMAND FOR JURY TRIAL**

11 Plaintiff, on behalf of himself, all other similarly situated, and the general public, hereby
12 demands a jury trial on all issues so triable.

13
14 Dated: September 1, 2023

D.LAW, INC.

15
16
17 

18 Emil Davtyan
19 David Yeremian
20 David Keledjian
Attorneys for Plaintiff
REGINALD TODD, and the putative class

EXHIBIT 3

Todd v. Compass Group USA, Inc.

Litigation Costs

Service Date	Details	Provider	Amount
9/1/23	Summons & Complaint	Rapid Legal	\$ 1,606.80
9/1/23	PAGA Letter	LWDA	\$ 75.00
9/1/23	PAGA Letter Postage	USPS	\$ 19.94
9/12/23	POS of Summons - Delta Air Lines, Inc.	Rapid Legal	\$ 77.25
9/12/23	POS of Summons - Compass Group USA, Inc.	Rapid Legal	\$ 77.25
9/27/23	Process of Service	Rapid Legal	\$ 87.55
10/4/23	Notice of Case Reassignment and Complex Determination	Rapid Legal	\$ 87.55
11/16/23	First Amended Complaint	Rapid Legal	\$ 128.75
12/26/23	Notice of Unavailability	Rapid Legal	\$ 87.55
2/6/24	Mediation Fee	Lisa Klerman	\$ 8,250.00
4/24/24	Expert Mediation Analysis	Berger Consulting	\$ 5,450.00
8/20/24	Notice of Court Order Affirming Tentative Ruling	Rapid Legal	\$ 14.94
9/25/24	Joint Stip; [P] Order Continuing Case Management Conference	Rapid Legal	\$ 35.54
10/1/24	Notice of Change of Address	Rapid Legal	\$ 14.94
11/20/24	Notice of Association of Counsel	Rapid Legal	\$ 14.94
2/18/25	Association of Attorney	Rapid Legal	\$ 14.94
3/7/25	Second Amended Complaint	Rapid Legal	\$ 14.94
5/21/25	Motion for PAGA Approval	Rapid Legal	\$ 80.00
FUTURE	Decl of Class Admin re Final Distribution	Rapid Legal	\$ 18.00
FUTURE	Ntc of Entry of Final Order & Judgment	Rapid Legal	\$ 18.00

Total \$ 16,173.88

EXHIBIT 4

Case #	Case Title	Entry Date	Time Spent	Staff Name - (Full)	Note
207523	Todd v. Compass Group USA, Inc.	2/14/25	0.1	Norayr Zakaryan	Drafting Notice of Association of counsel (NZ)
207523	Todd v. Compass Group USA, Inc.	2/22/25	0.3	Norayr Zakaryan	Reviewing the case and conferring with senior counsel re: PAGA moving papers filing deadline
207523	Todd v. Compass Group USA, Inc.	3/26/25	0.2	Norayr Zakaryan	reviewing the case regarding upcoming approval motion filing
207523	Todd v. Compass Group USA, Inc.	4/28/25	4.1	Norayr Zakaryan	reviewed MOU, other documents and preparing the long form settlement agreement
207523	Todd v. Compass Group USA, Inc.	4/28/25	0.2	Norayr Zakaryan	conferred with litigation team, reported to senior attorney on the status of the case
207523	Todd v. Compass Group USA, Inc.	4/28/25	1.4	Norayr Zakaryan	researching procedural history, the extensive local rules of Sacramento county, and preparing to draft the long form
207523	Todd v. Compass Group USA, Inc.	4/29/25	3.3	Norayr Zakaryan	drafting long form settlement agreement
207523	Todd v. Compass Group USA, Inc.	4/29/25	0.9	Norayr Zakaryan	drafted the PAGA settlement notice
207523	Todd v. Compass Group USA, Inc.	4/30/25	0.5	Norayr Zakaryan	conferred with litigation counsel and requested bids from administrators
207523	Todd v. Compass Group USA, Inc.	5/1/25	0.2	Norayr Zakaryan	retrieved admin bids - saved to our folders
207523	Todd v. Compass Group USA, Inc.	5/1/25	1.7	Norayr Zakaryan	working on the PAGA approval motion documents
207523	Todd v. Compass Group USA, Inc.	5/1/25	2.1	Norayr Zakaryan	preparing PAGA approval docs
207523	Todd v. Compass Group USA, Inc.	5/2/25	0.7	Norayr Zakaryan	conferred with senior counsel. Prepared drafts of the long form and PAGA notice to be reviewed by Opposing counsel
207523	Todd v. Compass Group USA, Inc.	5/2/25	2.9	Norayr Zakaryan	drafted EK declaration - following Court's checklist for Class/PAGA motions for approval of settlement
207523	Todd v. Compass Group USA, Inc.	5/2/25	0.7	Norayr Zakaryan	cross-referencing motion templates with different cases filed in the same county, to confirm that the papers will be matching with the court's checklist
207523	Todd v. Compass Group USA, Inc.	5/5/25	3.8	Norayr Zakaryan	drafting Notice of motion and motion and memo of points and authorities. Following the checklist instructions
207523	Todd v. Compass Group USA, Inc.	5/6/25	1.1	Norayr Zakaryan	working on notice of motion and motion, memo of points and authorities
207523	Todd v. Compass Group USA, Inc.	5/7/25	0.1	Norayr Zakaryan	following up with opposing counsel via email regarding long form settlement agreement draft
207523	Todd v. Compass Group USA, Inc.	5/7/25	2.7	Norayr Zakaryan	drafted notice of motion and motion and memo of points and authorities - finished the rough draft - following the checklist requirements
207523	Todd v. Compass Group USA, Inc.	5/7/25	1.4	Norayr Zakaryan	updating and re-calculating the costs on the settlement agreement, EK declaration and the motion papers; preparing PAGA settlement notice to conform with the requirements of the court's checklist
207523	Todd v. Compass Group USA, Inc.	5/7/25	0.9	Norayr Zakaryan	drafted PAGA settlement notice
207523	Todd v. Compass Group USA, Inc.	5/7/25	0.4	Norayr Zakaryan	Preparing Todd's Declaration
207523	Todd v. Compass Group USA, Inc.	5/8/25	0.2	Norayr Zakaryan	conferring with opposing counsel regarding the long form agreement
207523	Todd v. Compass Group USA, Inc.	5/8/25	0.7	Norayr Zakaryan	drafted client declaration iso approval motion docs
207523	Todd v. Compass Group USA, Inc.	5/9/25	1.9	Norayr Zakaryan	reviewed opposing counsel's edits to the long form settlement agreement, and revised/added our edits
207523	Todd v. Compass Group USA, Inc.	5/9/25	1.2	Norayr Zakaryan	drafted proposed order as part of the approval motion docs
207523	Todd v. Compass Group USA, Inc.	5/9/25	1.9	Norayr Zakaryan	revising approval motion docs, adding table of contents, updating table of contents
207523	Todd v. Compass Group USA, Inc.	5/9/25	1.2	Norayr Zakaryan	revising the memorandum of authorities and adding table of authorities
207523	Todd v. Compass Group USA, Inc.	5/12/25	0.2	Norayr Zakaryan	conferring with legal team regarding the long form settlement agreement
207523	Todd v. Compass Group USA, Inc.	5/13/25	0.1	Norayr Zakaryan	conferring with senior attorney - regarding status of the case
207523	Todd v. Compass Group USA, Inc.	5/13/25	1.5	Norayr Zakaryan	meeting with senior counsel, conferring with opposing counsel, made revisions to the long form and shared with OC via email
207523	Todd v. Compass Group USA, Inc.	5/13/25	0.1	Norayr Zakaryan	call with client regarding long form settlement agreement
207523	Todd v. Compass Group USA, Inc.	5/13/25	0.3	Norayr Zakaryan	drafted client email communication regarding long form settlement agreement
207523	Todd v. Compass Group USA, Inc.	5/14/25	0.1	Norayr Zakaryan	conferred with the client via email regarding settlement agreement
207523	Todd v. Compass Group USA, Inc.	5/14/25	1	Norayr Zakaryan	conferred with senior counsel, talked to the client over the phone, and drafted a follow-up email to the client regarding the long form settlement agreement
207523	Todd v. Compass Group USA, Inc.	5/14/25	1.2	Norayr Zakaryan	summarizing the long form settlement agreement financial terms for the client
207523	Todd v. Compass Group USA, Inc.	5/14/25	0.1	Norayr Zakaryan	conferred with opposing counsel regarding the long form agreement, circulated the copy with Plt's signature via email
207523	Todd v. Compass Group USA, Inc.	5/15/25	2	Norayr Zakaryan	revising approval motion docs based on updated LFA terms
207523	Todd v. Compass Group USA, Inc.	5/15/25	1.9	Norayr Zakaryan	revised all drafts of approval motion docs to conform with the updated LFA
207523	Todd v. Compass Group USA, Inc.	5/16/25	0.3	Norayr Zakaryan	conferring with Admin regarding admin's declaration
207523	Todd v. Compass Group USA, Inc.	5/19/25	0.4	Norayr Zakaryan	revising plaintiff's declaration
207523	Todd v. Compass Group USA, Inc.	5/19/25	0.2	Norayr Zakaryan	phone call with the client
207523	Todd v. Compass Group USA, Inc.	5/19/25	0.4	Norayr Zakaryan	drafted a follow up email to the client
207523	Todd v. Compass Group USA, Inc.	5/19/25	0.1	Norayr Zakaryan	conferred with senior counsel regarding Plaintiff's declaration
207523	Todd v. Compass Group USA, Inc.	5/19/25	0.3	Norayr Zakaryan	reviewing the signed LFA version sent by opposing counsel, conferred with opposing counsel regarding the correct version
207523	Todd v. Compass Group USA, Inc.	5/19/25	0.2	Norayr Zakaryan	conferring with opposing counsel regarding fully executed settlement agreement
207523	Todd v. Compass Group USA, Inc.	5/19/25	0.3	Norayr Zakaryan	revisiting client's declaration - coordinating with legal team to send it to client for their signature
207523	Todd v. Compass Group USA, Inc.	5/20/25	0.9	Norayr Zakaryan	finalizing drafts of the approval motion, and the proposed order prior to conferring with OC. Conferred with OC.
207523	Todd v. Compass Group USA, Inc.	5/20/25	2.2	Norayr Zakaryan	revising approval motion drafts to conform with senior counsel's revisions to the Notice of Motion and Motion
207523	Todd v. Compass Group USA, Inc.	5/21/25	3.2	Norayr Zakaryan	revising and finalizing the approval motion docs, getting them ready to be filed
	TOTAL TIME		53.8		

Case #	Case Title	Entry Date	Time Spent	Staff Name - (Full)	Note
207523	Todd v. Compass Group USA, Inc.	9/7/23	0.2	David Arakelyan	Revise PAGA letter
207523	Todd v. Compass Group USA, Inc.	9/29/23	0.1	David Arakelyan	Check status of CMC; email staff re: updating calendar
207523	Todd v. Compass Group USA, Inc.	10/6/23	0.1	David Arakelyan	Email OC re: e-service list
207523	Todd v. Compass Group USA, Inc.	10/13/23	0.1	David Arakelyan	Confirm status of service/POSS submission on court website
207523	Todd v. Compass Group USA, Inc.	10/16/23	0.1	David Arakelyan	Review notice of appearance by Compass; update case list
207523	Todd v. Compass Group USA, Inc.	10/18/23	0.1	David Arakelyan	Check status of CMO/CMC (none)
207523	Todd v. Compass Group USA, Inc.	10/19/23	0.1	David Arakelyan	Review letter from OC re: arbitration
207523	Todd v. Compass Group USA, Inc.	10/19/23	0.1	David Arakelyan	Call/vm for client re: phone conversation re: arb agmt
207523	Todd v. Compass Group USA, Inc.	10/19/23	0.8	David Arakelyan	Review and analyze arbitration agreement; email to DK with findings
207523	Todd v. Compass Group USA, Inc.	10/20/23	0.1	David Arakelyan	Locate, retrieve, title and add arb agreement to Neos and shared folder
207523	Todd v. Compass Group USA, Inc.	10/20/23	0.1	David Arakelyan	Call to client re: arbitration (will call back)
207523	Todd v. Compass Group USA, Inc.	10/24/23	0.1	David Arakelyan	Call/vm for client re: phone conference re: arbitration
207523	Todd v. Compass Group USA, Inc.	10/24/23	0.3	David Arakelyan	Conversation with Mr. Todd re: arbitration
207523	Todd v. Compass Group USA, Inc.	10/25/23	0.2	David Arakelyan	Phone conference with OC
207523	Todd v. Compass Group USA, Inc.	10/30/23	0.1	David Arakelyan	Follow up on status of joint stipulation
207523	Todd v. Compass Group USA, Inc.	11/2/23	0.2	David Arakelyan	Follow up on status of stipulation (not signed yet); note to DK as answer deadline was missed
207523	Todd v. Compass Group USA, Inc.	11/3/23	0.4	David Arakelyan	Draft FAC adding PAGA
207523	Todd v. Compass Group USA, Inc.	11/3/23	0.1	David Arakelyan	Review case for PAGA ripe date, stipulation status, answer status, note to DK re: filing FAC w/o sitp
207523	Todd v. Compass Group USA, Inc.	11/8/23	0.3	David Arakelyan	Finalize FAC and create task for JF to file
207523	Todd v. Compass Group USA, Inc.	11/9/23	0.4	David Arakelyan	Draft stipulation/order re: FAC
207523	Todd v. Compass Group USA, Inc.	11/16/23	0.1	David Arakelyan	Draft response to OC re: mediators and names
207523	Todd v. Compass Group USA, Inc.	11/28/23	0.2	David Arakelyan	Review status of mediation and FAC; note to DK
207523	Todd v. Compass Group USA, Inc.	11/29/23	0.3	David Arakelyan	Draft response to mediator's office with requested information; look up data
207523	Todd v. Compass Group USA, Inc.	11/30/23	0.1	David Arakelyan	Email mediator re: requested info
207523	Todd v. Compass Group USA, Inc.	12/1/23	0.2	David Arakelyan	Review court docket; retrieve CMO; update case list with relevant info; review CMO for instructions on continuance
207523	Todd v. Compass Group USA, Inc.	12/18/23	0.1	David Arakelyan	Review mediation data request
207523	Todd v. Compass Group USA, Inc.	12/18/23	0.1	David Arakelyan	Email Team David re: mediation issues and D's position on mediating PAGA only
207523	Todd v. Compass Group USA, Inc.	12/19/23	0.2	David Arakelyan	Review and finalize the mediation data request; send to DK for final approval
207523	Todd v. Compass Group USA, Inc.	12/21/23	0.2	David Arakelyan	Email OC with mediation data request
207523	Todd v. Compass Group USA, Inc.	12/22/23	0.2	David Arakelyan	Review case docket and emails re: changes; retrieve Answer and send to staff; update case sheet
207523	Todd v. Compass Group USA, Inc.	1/10/24	0.1	David Arakelyan	Review case relocation notice; review pending CMC and mediation dates; note to DK re: continuance
207523	Todd v. Compass Group USA, Inc.	1/23/24	0.2	David Arakelyan	Review mediation documents and update Board/case sheet with relevant deadlines
207523	Todd v. Compass Group USA, Inc.	1/23/24	0.1	David Arakelyan	Follow up with Natalia re: invoice payment deadline for mediation
207523	Todd v. Compass Group USA, Inc.	2/7/24	0.1	David Arakelyan	Review deadline for mediation data production; note to DK re: follow up
207523	Todd v. Compass Group USA, Inc.	2/21/24	0.1	David Arakelyan	Check the date for mediation data production; note to DK
207523	Todd v. Compass Group USA, Inc.	2/26/24	0.1	David Arakelyan	Email OC re: status of mediation data
207523	Todd v. Compass Group USA, Inc.	3/1/24	0.1	David Arakelyan	Check OC identity in Todd; note to DK re: Giamela and follow up re: mediation data
207523	Todd v. Compass Group USA, Inc.	3/1/24	0.2	David Arakelyan	Review mediation rules re: MOU, cancellation; create tasks and note to DK
207523	Todd v. Compass Group USA, Inc.	3/1/24	0.1	David Arakelyan	Follow up email to OC re: mediation data production
207523	Todd v. Compass Group USA, Inc.	3/6/24	0.1	David Arakelyan	Review mediation data status and potential dates per OC email; update case sheet
207523	Todd v. Compass Group USA, Inc.	3/6/24	0.1	David Arakelyan	Follow up with DK/DY re: mediation data production and conflict with cancellation
207523	Todd v. Compass Group USA, Inc.	3/15/24	0.1	David Arakelyan	Note to DK re: pending issues re: mediation
207523	Todd v. Compass Group USA, Inc.	3/18/24	0.1	David Arakelyan	Review case and mediation-related issues
207523	Todd v. Compass Group USA, Inc.	3/20/24	0.1	David Arakelyan	Review OC email and follow up with DK re: CMC continuance
207523	Todd v. Compass Group USA, Inc.	3/20/24	0.1	David Arakelyan	Respond to OC re: CMC stip to continue
207523	Todd v. Compass Group USA, Inc.	3/21/24	0.2	David Arakelyan	Retrieve mediation docs; follow up with JF re: adding to file and create other tasks
207523	Todd v. Compass Group USA, Inc.	3/21/24	0.2	David Arakelyan	Review joint stip; respond to OC authorizing filing
207523	Todd v. Compass Group USA, Inc.	3/22/24	0.2	David Arakelyan	Review OC doc production
207523	Todd v. Compass Group USA, Inc.	3/22/24	0.1	David Arakelyan	Note to DK and DY re: doc production
207523	Todd v. Compass Group USA, Inc.	3/26/24	0.2	David Arakelyan	Discuss mediation data with DK and DY
207523	Todd v. Compass Group USA, Inc.	3/28/24	0.2	David Arakelyan	Retrieve mediation docs and add to Sharepoint
207523	Todd v. Compass Group USA, Inc.	3/28/24	0.1	David Arakelyan	Email OC re: mediation data
207523	Todd v. Compass Group USA, Inc.	3/29/24	0.2	David Arakelyan	Follow up on joint stip and CMC; review docket; update notes and note to DK
207523	Todd v. Compass Group USA, Inc.	3/29/24	0.1	David Arakelyan	Discuss mediation issues with DK; issues to be addressed by DY
207523	Todd v. Compass Group USA, Inc.	4/1/24	0.1	David Arakelyan	Email DY re: mediation data issues
207523	Todd v. Compass Group USA, Inc.	4/11/24	0.1	David Arakelyan	Confirm CMC is off calendar; update CMS sheet and create task for JF for new deadlines
207523	Todd v. Compass Group USA, Inc.	4/11/24	0.1	David Arakelyan	Email OC re: outstanding mediation data/docs; phone call request
207523	Todd v. Compass Group USA, Inc.	4/11/24	0.2	David Arakelyan	Review all later-produced mediation docs; note to DK re: contents and call with OC
207523	Todd v. Compass Group USA, Inc.	4/15/24	0.5	David Arakelyan	Review mediation data with DK
207523	Todd v. Compass Group USA, Inc.	4/15/24	0.2	David Arakelyan	Email to Jarrett re: mediation data analysis
207523	Todd v. Compass Group USA, Inc.	4/16/24	0.1	David Arakelyan	Discuss response to expert with DK
207523	Todd v. Compass Group USA, Inc.	4/16/24	0.3	David Arakelyan	Follow up on files sharing with JF and expert
207523	Todd v. Compass Group USA, Inc.	4/16/24	0.1	David Arakelyan	Email Jarrett with links for docs
207523	Todd v. Compass Group USA, Inc.	4/16/24	0.2	David Arakelyan	Discuss mediation brief and other issues with DK
207523	Todd v. Compass Group USA, Inc.	4/17/24	3.6	David Arakelyan	Work on mediation brief: review document production and records; extract exhibits; draft summary and argument
207523	Todd v. Compass Group USA, Inc.	4/17/24	1	David Arakelyan	Continue drafting the mediation brief
207523	Todd v. Compass Group USA, Inc.	4/19/24	0.2	David Arakelyan	Draft email response to mediator re: various requests
207523	Todd v. Compass Group USA, Inc.	4/19/24	0.1	David Arakelyan	Send additional time records to expert
207523	Todd v. Compass Group USA, Inc.	4/22/24	0.1	David Arakelyan	Respond to mediator's office re: details of today's call; add even to calendar with Zoom link
207523	Todd v. Compass Group USA, Inc.	4/22/24	0.9	David Arakelyan	Update and finalize mediation brief; PDF and include exhibits
207523	Todd v. Compass Group USA, Inc.	4/22/24	0.1	David Arakelyan	Email mediation brief to mediator
207523	Todd v. Compass Group USA, Inc.	4/23/24	3.4	David Arakelyan	Mediation
207523	Todd v. Compass Group USA, Inc.	5/3/24	0.2	David Arakelyan	Review MOU; send comments to DK
207523	Todd v. Compass Group USA, Inc.	5/3/24	0.2	David Arakelyan	Retrieve court order re: CMC; follow up with JF re: calendaring and filing; update case sheet
207523	Todd v. Compass Group USA, Inc.	5/3/24	0.1	David Arakelyan	Discuss MOU and upcoming CMC with DK
207523	Todd v. Compass Group USA, Inc.	5/10/24	0.2	David Arakelyan	Review CMO and samples for CMS
207523	Todd v. Compass Group USA, Inc.	5/13/24	0.1	David Arakelyan	Email OC re: MOU finalization
207523	Todd v. Compass Group USA, Inc.	5/13/24	0.2	David Arakelyan	Update case sheet; notes to DK; create tasks
207523	Todd v. Compass Group USA, Inc.	5/20/24	0.1	David Arakelyan	Email OC re: status of MOU
207523	Todd v. Compass Group USA, Inc.	5/20/24	0.3	David Arakelyan	Review MOU sent by counsel; note to DK and DY
207523	Todd v. Compass Group USA, Inc.	5/31/24	0.1	David Arakelyan	Discuss case-related deadlines with DK
207523	Todd v. Compass Group USA, Inc.	6/4/24	0.1	David Arakelyan	Respond to OC re: continuing CMC
207523	Todd v. Compass Group USA, Inc.	6/5/24	0.1	David Arakelyan	Review the stipulation and respond to OC with approval
207523	Todd v. Compass Group USA, Inc.	6/7/24	0.2	David Arakelyan	Retrieve order continuing CMC; follow up with JF re: calendaring; update CMC sheet and case sheet
207523	Todd v. Compass Group USA, Inc.	6/7/24	0.1	David Arakelyan	Email OC re: continued CMC/tentative
207523	Todd v. Compass Group USA, Inc.	6/22/24	0.2	David Arakelyan	Call with client re: settlement
207523	Todd v. Compass Group USA, Inc.	6/22/24	0.1	David Arakelyan	Note to DK re: client conversation re: settlement
207523	Todd v. Compass Group USA, Inc.	6/24/24	0.1	David Arakelyan	Call from Mr. Todd re: settlement

Case #	Case Title	Entry Date	Time Spent	Staff Name - (Full)	Note
207523	Todd v. Compass Group USA, Inc.	6/26/24	0.2	David Arakelyan	Email follow up to client re: settlement status
207523	Todd v. Compass Group USA, Inc.	6/26/24	0.2	David Arakelyan	Conversation with client and DK re: settlement
207523	Todd v. Compass Group USA, Inc.	6/28/24	0.1	David Arakelyan	Review status of outstanding items; note to DK to follow up
207523	Todd v. Compass Group USA, Inc.	6/28/24	0.1	David Arakelyan	Update case notes
207523	Todd v. Compass Group USA, Inc.	7/30/24	0.2	David Arakelyan	Review MOU status; note to DK and DY
207523	Todd v. Compass Group USA, Inc.	8/5/24	0.2	David Arakelyan	Call and confirmation email to client re: settlement discussions
207523	Todd v. Compass Group USA, Inc.	8/21/24	0.1	David Arakelyan	Respond to OC re: status of approval motion
207523	Todd v. Compass Group USA, Inc.	8/22/24	0.2	David Arakelyan	Review and finalize MOU
207523	Todd v. Compass Group USA, Inc.	8/22/24	0.1	David Arakelyan	Call with client re: settlement
207523	Todd v. Compass Group USA, Inc.	8/22/24	0.1	David Arakelyan	Note to DK and DY re: status of settlement and client's concerns
207523	Todd v. Compass Group USA, Inc.	9/12/24	0.5	David Arakelyan	Draft letter to client re: MOU
207523	Todd v. Compass Group USA, Inc.	9/12/24	0.1	David Arakelyan	Discussion with DK re: case status and client's refusal to sign MOU
207523	Todd v. Compass Group USA, Inc.	9/24/24	0.2	David Arakelyan	Draft stipulation for continuance of CMC
207523	Todd v. Compass Group USA, Inc.	9/24/24	0.1	David Arakelyan	Email OC re: stip to continue CMC
207523	Todd v. Compass Group USA, Inc.	9/24/24	0.1	David Arakelyan	Call to client (asked to call back later in the afternoon)
207523	Todd v. Compass Group USA, Inc.	9/24/24	0.1	David Arakelyan	Call/email to client re: trying to get in touch
207523	Todd v. Compass Group USA, Inc.	9/24/24	0.1	David Arakelyan	Attempted call to client (no response, no voicemail)
207523	Todd v. Compass Group USA, Inc.	9/25/24	0.1	David Arakelyan	Call and email to client re: getting in touch
207523	Todd v. Compass Group USA, Inc.	9/25/24	0.1	David Arakelyan	Call, and text to client
207523	Todd v. Compass Group USA, Inc.	9/25/24	0.1	David Arakelyan	Another attempted call for client
207523	Todd v. Compass Group USA, Inc.	9/25/24	0.2	David Arakelyan	Call with client re: settlement offer
207523	Todd v. Compass Group USA, Inc.	9/25/24	0.1	David Arakelyan	Follow up email to Todd re: settlement and MOU/phone call
207523	Todd v. Compass Group USA, Inc.	9/30/24	0.1	David Arakelyan	Forward client's message to DY and DK re: not settling for earlier-agreed amount
207523	Todd v. Compass Group USA, Inc.	9/30/24	0.2	David Arakelyan	Discussion with DY re: client's refusal to sign
207523	Todd v. Compass Group USA, Inc.	9/30/24	0.7	David Arakelyan	Draft letter to client re: refusal to sign
207523	Todd v. Compass Group USA, Inc.	9/30/24	0.3	David Arakelyan	Update MOU and SA per changes to the settlement terms
207523	Todd v. Compass Group USA, Inc.	10/2/24	0.1	David Arakelyan	Follow up with DY re: letter to client
207523	Todd v. Compass Group USA, Inc.	10/3/24	0.1	David Arakelyan	Update case notes; follow up re: CMC (on docket)
207523	Todd v. Compass Group USA, Inc.	10/4/24	0.1	David Arakelyan	Review and update letter
207523	Todd v. Compass Group USA, Inc.	10/8/24	0.5	David Arakelyan	Finalize letter to client re: PAGA settlement and signing MOU
207523	Todd v. Compass Group USA, Inc.	10/8/24	0.1	David Arakelyan	Follow up re: letter to client; create tasks for JF
207523	Todd v. Compass Group USA, Inc.	10/9/24	0.1	David Arakelyan	Email response to Todd re: his inquiry about the settlement/MOU
207523	Todd v. Compass Group USA, Inc.	10/10/24	0.2	David Arakelyan	Email Lonnie with MOU copy
207523	Todd v. Compass Group USA, Inc.	10/10/24	0.1	David Arakelyan	Discuss MOU with DK
207523	Todd v. Compass Group USA, Inc.	10/11/24	0.2	David Arakelyan	Call with Todd and follow up email
207523	Todd v. Compass Group USA, Inc.	11/12/24	0.4	David Arakelyan	Review and revise the individual settlement agreement
207523	Todd v. Compass Group USA, Inc.	11/12/24	0.1	David Arakelyan	Note to DK and DY re: individual agreement
207523	Todd v. Compass Group USA, Inc.	11/12/24	0.1	David Arakelyan	Call with/confirmation email to client re: settlement and MOU
207523	Todd v. Compass Group USA, Inc.	11/15/24	0.1	David Arakelyan	Email response to client re: settlement
207523	Todd v. Compass Group USA, Inc.	11/19/24	0.1	David Arakelyan	Follow up with DK re: SA and MOU
207523	Todd v. Compass Group USA, Inc.	11/19/24	0.1	David Arakelyan	Email OC with MOU/SA drafts for review
207523	Todd v. Compass Group USA, Inc.	11/25/24	0.1	David Arakelyan	Call with client re: SA's
207523	Todd v. Compass Group USA, Inc.	11/25/24	0.2	David Arakelyan	Email to client re: retainer and fee
207523	Todd v. Compass Group USA, Inc.	11/25/24	0.2	David Arakelyan	Call with client re: settlement agreement and terms of settlement
207523	Todd v. Compass Group USA, Inc.	11/26/24	0.3	David Arakelyan	Review and finalize the MOU/SA; send to DK and DY with notes
207523	Todd v. Compass Group USA, Inc.	11/27/24	0.1	David Arakelyan	Finalize the SA with DK's changes
207523	Todd v. Compass Group USA, Inc.	11/27/24	0.1	David Arakelyan	Email OC re: SA and MOU
207523	Todd v. Compass Group USA, Inc.	11/27/24	0.8	David Arakelyan	Draft PAGA-only SAC
207523	Todd v. Compass Group USA, Inc.	11/27/24	0.6	David Arakelyan	Draft joint stip/order re: dismissal of class claims and keeping PAGA
207523	Todd v. Compass Group USA, Inc.	12/3/24	0.2	David Arakelyan	Make changes to the MOU per DK discussion
207523	Todd v. Compass Group USA, Inc.	12/3/24	0.2	David Arakelyan	Discuss MOU with DK
207523	Todd v. Compass Group USA, Inc.	12/3/24	0.1	David Arakelyan	Email OC re: MOU
207523	Todd v. Compass Group USA, Inc.	12/11/24	0.1	David Arakelyan	Email follow up with Lonnie re: MOU
207523	Todd v. Compass Group USA, Inc.	12/18/24	0.3	David Arakelyan	Update language in MOU re: non-disparagement
207523	Todd v. Compass Group USA, Inc.	12/18/24	0.1	David Arakelyan	Email OC re: settlement issues
207523	Todd v. Compass Group USA, Inc.	12/18/24	0.2	David Arakelyan	Call and follow up email with client re: today's conversation
207523	Todd v. Compass Group USA, Inc.	1/7/25	0.1	David Arakelyan	Email Lonnie re: status of MOU/SA
207523	Todd v. Compass Group USA, Inc.	1/10/25	0.1	David Arakelyan	Email to client re: status of MOU/SA
207523	Todd v. Compass Group USA, Inc.	1/10/25	0.1	David Arakelyan	Review status of MOU/SA; update case notes; note to DK re: Lonnie's lack of response
207523	Todd v. Compass Group USA, Inc.	1/10/25	0.1	David Arakelyan	Review retainer
207523	Todd v. Compass Group USA, Inc.	1/10/25	0.1	David Arakelyan	Call with client re: status of MOU
207523	Todd v. Compass Group USA, Inc.	1/10/25	0.1	David Arakelyan	Follow up email to client re: settlement status
207523	Todd v. Compass Group USA, Inc.	1/10/25	0.1	David Arakelyan	Discussion with DK re: how to respond to client
207523	Todd v. Compass Group USA, Inc.	1/13/25	0.3	David Arakelyan	Finalize both agreements and prepare for signature; accept remaining change
207523	Todd v. Compass Group USA, Inc.	1/13/25	0.1	David Arakelyan	Follow up with JF re: settlement agreement and MOU
207523	Todd v. Compass Group USA, Inc.	1/13/25	0.2	David Arakelyan	Call with client re: MOU and Settlement Agreement
207523	Todd v. Compass Group USA, Inc.	1/13/25	0.1	David Arakelyan	Remind DK to follow up with OC re: settlement paperwork
207523	Todd v. Compass Group USA, Inc.	1/22/25	0.1	David Arakelyan	Email client re: signing the settlement documents
207523	Todd v. Compass Group USA, Inc.	1/22/25	0.5	David Arakelyan	Draft dismissal paperwork for the class claims; update SAC
207523	Todd v. Compass Group USA, Inc.	1/22/25	0.1	David Arakelyan	Call from client (problem with phone); call back (no response); send text asking for a call back
207523	Todd v. Compass Group USA, Inc.	1/22/25	0.1	David Arakelyan	Call with Todd (promised to sign the settlement documents soon)
207523	Todd v. Compass Group USA, Inc.	1/24/25	0.1	David Arakelyan	Check with JF and email re: status of MOU (no signature yet)
207523	Todd v. Compass Group USA, Inc.	1/28/25	0.1	David Arakelyan	Call, voicemail and email to client re: status of MOU and SA signatures
207523	Todd v. Compass Group USA, Inc.	1/31/25	0.2	David Arakelyan	Draft/send email response to client re: settlement documents
207523	Todd v. Compass Group USA, Inc.	1/31/25	0.1	David Arakelyan	Review signed settlement docs from OC; email re: missing signature on MOU
207523	Todd v. Compass Group USA, Inc.	2/3/25	0.1	David Arakelyan	Call, voicemail and email to client re: MOU/SA signatures
207523	Todd v. Compass Group USA, Inc.	2/5/25	0.1	David Arakelyan	Call with client re: signatures (promised to call back)
207523	Todd v. Compass Group USA, Inc.	2/5/25	0.3	David Arakelyan	Call and email confirmation to client re: signing the MOU and Settlement Agreement; go over the process; help locate and sign forms
207523	Todd v. Compass Group USA, Inc.	2/5/25	0.2	David Arakelyan	Put together complete versions of the MOU and the SA
207523	Todd v. Compass Group USA, Inc.	2/5/25	0.1	David Arakelyan	Email the SA and MOU to OC Lonnie with request to sign
207523	Todd v. Compass Group USA, Inc.	2/5/25	0.1	David Arakelyan	Review CMC deadlines and upcoming hearings
207523	Todd v. Compass Group USA, Inc.	2/6/25	0.1	David Arakelyan	Follow up with DK re: dismissal of class claims
207523	Todd v. Compass Group USA, Inc.	2/6/25	0.4	David Arakelyan	Draft and update stipulations re: dismissal of class claims and submission of SAC; draft a joint stipulation to postpone CMC and request hearing date for PAGA approval
207523	Todd v. Compass Group USA, Inc.	2/6/25	0.2	David Arakelyan	Finalize the documents re: dismissal, filing of SAC and CMC continuance
207523	Todd v. Compass Group USA, Inc.	2/6/25	0.1	David Arakelyan	Email stipulations to OC with note re: dismissals/PAGA settlement approval hrg
207523	Todd v. Compass Group USA, Inc.	2/7/25	0.5	David Arakelyan	Review and discuss/revise the dismissal paperwork with DK
207523	Todd v. Compass Group USA, Inc.	2/13/25	0.1	David Arakelyan	Check court docket re: status of stips and dismissal (no update)
207523	Todd v. Compass Group USA, Inc.	2/14/25	0.1	David Arakelyan	Check court docket re: status of stip/order (no update)

Case #	Case Title	Entry Date	Time Spent	Staff Name - (Full)	Note
207523	Todd v. Compass Group USA, Inc.	2/18/25	0.1	David Arakelyan	Reply to client re: status of settlements and pending court approvals for stipulations
207523	Todd v. Compass Group USA, Inc.	2/18/25	0.1	David Arakelyan	Check status of pending approvals in Court; message Kevin B. re: CMC appearance on Friday
207523	Todd v. Compass Group USA, Inc.	2/19/25	0.1	David Arakelyan	Follow up re: pending stipulations and CMC (no update)
207523	Todd v. Compass Group USA, Inc.	2/21/25	0.3	David Arakelyan	Case follow up: retrieve the signed order re: approval; figure out calendaring dates and deadlines; update case sheet; create follow up tasks for JF; remind Enoch re: deadline to submit the motion
207523	Todd v. Compass Group USA, Inc.	2/21/25	0.1	David Arakelyan	Email client with an update re: scheduled hearing date for approval motion
207523	Todd v. Compass Group USA, Inc.	3/7/25	0.2	David Arakelyan	Follow up re: approved stipulation re: SAC and the filing of the Second Amended Complaint; create corresponding tasks; update case notes; retrieve stip and finalize SAC for filing
207523	Todd v. Compass Group USA, Inc.	3/7/25	0.1	David Arakelyan	Communicate with Enoch re: prelim approval deadline and the filing of the SAC
207523	Todd v. Compass Group USA, Inc.	4/1/25	0.1	David Arakelyan	Respond to client email re: status of case/settlement
207523	Todd v. Compass Group USA, Inc.	4/28/25	0.1	David Arakelyan	Review the status of the settlement agreement
207523	Todd v. Compass Group USA, Inc.	4/28/25	0.1	David Arakelyan	Respond to Lonnie re: status of PAGA settlement
207523	Todd v. Compass Group USA, Inc.	4/28/25	0.2	David Arakelyan	Review settlement docs re: MOU, pay periods and aggrieved EE size
207523	Todd v. Compass Group USA, Inc.	5/5/25	0.1	David Arakelyan	Review case status with Norayr
207523	Todd v. Compass Group USA, Inc.	5/5/25	0.1	David Arakelyan	Email client with an update re: case status
207523	Todd v. Compass Group USA, Inc.	5/14/25	0.2	David Arakelyan	Discussions with Norayr re: retainer, fees, and individual settlement
	TOTAL TIME		40.2		

Case #	Case Title	Entry Date	Time Spent	Staff Name - (Full)	Note
207523	Todd v. Compass Group USA, Inc.	2/6/25	0.3	Enoch Kim	Review and analyze signed MOU.
207523	Todd v. Compass Group USA, Inc.	2/6/25	0.1	Enoch Kim	Exchange emails with litigation team re signed MOU and draft settlement agreement.
207523	Todd v. Compass Group USA, Inc.	2/20/25	0.1	Enoch Kim	Confer with NZ re continuance of CMC and PAGA approval hearing.
207523	Todd v. Compass Group USA, Inc.	2/21/25	0.1	Enoch Kim	Confer with DA and NZ re PAGA approval motion deadline.
207523	Todd v. Compass Group USA, Inc.	5/7/25	0.3	Enoch Kim	Confer with NZ re revisions to draft settlement agreement.
207523	Todd v. Compass Group USA, Inc.	5/8/25	0.2	Enoch Kim	Confer with NZ re revisions to settlement agreement.
207523	Todd v. Compass Group USA, Inc.	5/13/25	2.6	Enoch Kim	Review and revise settlement agreement and confer with NZ re same.
207523	Todd v. Compass Group USA, Inc.	5/14/25	0.2	Enoch Kim	Confer with NZ re client execution of settlement agreement.
207523	Todd v. Compass Group USA, Inc.	5/19/25	5.2	Enoch Kim	Review and revise PAGA approval motion documents.
207523	Todd v. Compass Group USA, Inc.	5/21/25	0.2	Enoch Kim	Reviewed defendant's edits to PAGA approval motion documents.
207523	Todd v. Compass Group USA, Inc.	5/21/25	4	Enoch Kim	Reviewed and revised PAGA approval motion documents.
TOTAL TIME			13.3		

Case #	Case Title	Entry Date	Time Spent	Staff Name - (Full)	Note
207523	Todd v. Compass Group USA, Inc.	2/6/25	1	Lana Hovhannisyan	Review file to draft dismissal of class claims
207523	Todd v. Compass Group USA, Inc.	2/6/25	0.1	Lana Hovhannisyan	Confer with David Arakelyan re: dismissal paperwork
	TOTAL TIME		1.1		

Case #	Case Title	Entry Date	Time Spent	Staff Name - (Full)	Note
207523	Todd v. Compass Group USA, Inc.	12/13/23	0.1	Kevin Burns	Drafted notice of unavailability
207523	Todd v. Compass Group USA, Inc.	12/13/23	0.3	Kevin Burns	Drafted mediation data request for opposing counsel
207523	Todd v. Compass Group USA, Inc.	12/18/23	0.7	Kevin Burns	Drafted mediation data request for PAGA only mediation
	TOTAL TIME		1.1		

Case #	Case Title	Entry Date	Time Spent	Staff Name - (Full)	Note
207523	Todd v. Compass Group USA, Inc.	8/31/23	3.4	David Keledjian	Review of file re claims and theories of liability
207523	Todd v. Compass Group USA, Inc.	8/31/23	1.2	David Keledjian	Research Defendant with the SOS Web.
207523	Todd v. Compass Group USA, Inc.	8/31/23	3.7	David Keledjian	Draft both Complaint and PAGA Letter.
207523	Todd v. Compass Group USA, Inc.	12/19/23	0.2	David Keledjian	Review and revise mediation data request.
207523	Todd v. Compass Group USA, Inc.	4/15/24	0.9	David Keledjian	Review of mediation data and records for mediation analysis.
207523	Todd v. Compass Group USA, Inc.	4/21/24	3.6	David Keledjian	Prepare for mediation, including review of all documents and case authority.
207523	Todd v. Compass Group USA, Inc.	4/21/24	0.1	David Keledjian	review and revise mediation brief and exhibits.
207523	Todd v. Compass Group USA, Inc.	4/23/24	0.1	David Keledjian	Attend Mediation.
207523	Todd v. Compass Group USA, Inc.	6/26/24	0.2	David Keledjian	call with client re Settlement.
207523	Todd v. Compass Group USA, Inc.	9/30/24	0.5	David Keledjian	Revire and revise MOU.
207523	Todd v. Compass Group USA, Inc.	1/13/25	0.3	David Keledjian	Review and revise amended MOU
207523	Todd v. Compass Group USA, Inc.	2/6/25	0.8	David Keledjian	Draft/revise all amendment and class dismissal papers for settlement
TOTAL TIME			15		

Case #	Case Title	Entry Date	Time Spent	Staff Name - (Full)	Note
207523	Todd v. Compass Group USA, Inc.	4/1/24	1.5	Samantha Smith	rev/analysis of case and related matter in advance of mediation
	TOTAL TIME		1.5		

Attorney	Total Time	Rate	Total Billable Amount
Norayr Zakaryan	53.8	\$ 400.00	\$ 21,520.00
David Arakelyan	40.2	\$ 500.00	\$ 20,100.00
David Keledjian	15	\$ 650.00	\$ 9,750.00
Enoch Kim	13.3	\$ 750.00	\$ 9,975.00
Samantha Smith	1.5	\$ 950.00	\$ 1,425.00
Lana Hovhannisyan	1.1	\$ 400.00	\$ 440.00
Kevin Burns	1.1	\$ 425.00	\$ 467.50
Total	126		\$ 63,677.50

EXHIBIT 5

**THIS SETTLEMENT DOES NOT RELEASE ANY INDIVIDUAL CLAIMS THAT YOU
MIGHT HAVE AGAINST THE COMPANY OUTSIDE OF PAGA**

NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS

Todd v. Compass Group, et al.

Superior Court of the State of California for the County of Sacramento
Case No. 23CV007763

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>
<<ADDRESS 1>>
<<ADDRESS 2>>

Re: Payment from *Todd v. Compass Group, et al.*

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit (“Settlement”) *Todd v. Compass Group, et al.*, Sacramento County Superior Court (“Court”), Case No. 23CV007763. The Court has approved the Settlement and this payment to you.

WHAT IS THE CASE ABOUT?

This case was filed by Plaintiff Reginald Todd (“Plaintiff”) against Compass Group USA, Inc. (“Defendant CGUSA”), and Delta Air Lines, Inc. (“Defendant Delta”) (collectively “Defendants”, Plaintiff and Defendants collectively referred to as the “Parties”), pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (“PAGA”), which permits aggrieved employees to sue their employers for Labor Code violations and seek civil penalties on behalf of the state. Plaintiff filed the lawsuit on behalf of himself, the State of California, and all persons employed by CGUSA at Delta Sky Club locations in California, in hourly or non-exempt positions during the PAGA Period, which is the period from September 1, 2022, through April 23, 2024 (“PAGA Period”). The group of employees referenced above is called the “Aggrieved Employees,” and you have been identified as an Aggrieved Employee.

In this case, Plaintiff alleged that Defendants owed civil penalties under PAGA for certain California Labor Code (the “Labor Code”) violations, including failure to pay minimum wages and overtime; failure to provide compliant meal breaks and rest breaks; failure to provide accurate wage statements; failure to reimburse for business expenses. Defendants deny the allegations in the lawsuit, any failure to comply with the laws identified in the lawsuit, and any and all liability for the causes of action alleged.

WHAT ARE THE IMPORTANT TERMS OF THE SETTLEMENT?

The Parties agreed to resolve the case, and as part of the Settlement, Defendant CGUSA agreed to pay One Hundred Ninety Thousand Dollars and Zero Cents (\$190,000.00), which is called the Gross Settlement Amount. From the Gross Settlement Amount, and as approved by the Court, Plaintiff's counsel ("PAGA Counsel") will receive a PAGA Counsel Fees Payment of \$63,333.33 for attorneys' fees and a PAGA Counsel Litigation Expenses Payment of \$16,173.88 for litigation costs incurred in prosecuting the lawsuit. In addition, and as approved by the Court, the Settlement Administrator will receive an Administration Expenses Payment of \$5,750.00 for its services in administering the settlement, and \$2,500.00 to Plaintiff for his services in initiating and prosecuting this lawsuit. The balance of the monies, called the Net Settlement Amount, in the amount of \$102,242.79, represents the "PAGA Penalties."

Under PAGA, the law requires that PAGA Penalties get divided between the California Labor and Workforce Development Agency (the "LWDA") and the Aggrieved Employees, with 75% of the settlement going to the LWDA and 25% being divided amongst the Aggrieved Employees. As a result, and as approved by the Court, \$76,682.09 will be paid to the LWDA for its share of the PAGA Penalty payment, and \$25,560.70 will be paid to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. The Administrator will report all Individual PAGA Payments on IRS 1099 Forms.

The settlement of this action does not constitute an admission by Defendants of any of the matters alleged in the case or an admission of liability. Defendants deny violating any laws or failing to pay any wages. Defendants contend they complied with all applicable laws.

YOUR SETTLEMENT CHECK AND THE RELEASE OF CLAIMS

The enclosed check, in the amount of \$, represents your Individual PAGA Payment, which is based on the number of pay periods you worked during the PAGA Period. As an Aggrieved Employee, you are legally barred from asserting any of the claims released under the Settlement. The release by Aggrieved Employees is as follows:

Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

"Released Parties" means: Defendants and any of their past, present and future direct or indirect parents, subsidiaries, predecessors, successors, affiliates, sectors, and other related entities, as well as each of its of their past, present and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendants.

“Operative Complaint” means the Second Amended Complaint filed by Plaintiff on March 7, 2025 in this lawsuit.

“PAGA Notice” means Plaintiff’s PAGA Notice letter to Defendants and the LWDA submitted on September 1, 2023, (LWDA Case No. LWDA-CM-979042-23) providing notice pursuant to Labor Code section 2699.3, subd. (a).

This release applies to you, regardless of whether you cash your check, and regardless of whether this letter can be delivered to you. Aggrieved Employees have no right to object to this settlement, and they cannot opt out of this settlement. You will be bound by this release whether you cash your check or not.

QUESTIONS?

If you have any questions, you can contact the Settlement Administrator (whose contact information is at the top of this letter).

Very Truly Yours,
Phoenix Class Action Administration Solutions
[INSERT CONTACT INFORMATION]

PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE

EXHIBIT 6