Ronald H. Bae (SBN 186826)
rbae@AequitasLegalGroup.com
Olivia D. Scharrer (SBN 291470)
oscharrer@AequitasLegalGroup.com
Carson M. Turner (SBN 345992)
cturner@AequitasLegalGroup.com
AEQUITAS LEGAL GROUP
A Professional Law Corporation
1156 E. Green Street, Suite 200
Pasadena, California 91106
Telephone: (213) 674-6080
Facsimile: (213) 674-6081

Attorneys for Plaintiff ANGEL CORREA

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

ANGEL CORREA, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees,

Plaintiff,

vs.

ARAMARK SERVICES, INC., a Delaware corporation, and DOES 1 through 50, inclusive

Defendants.

Case No. 5:24-cv-02223-EJD

[Hon. Edward J. Davila]

CLASS ACTION

THIRD AMENDED COMPLAINT AND ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE § 2698, *ET SEQ*.

(1) Violation of California Labor Code §§ 510, 1194, and 1198 (Failure to Pay Regular and Overtime Wages);

(2) Violation of California Labor Code §§ 226.7 and 512(a) (Failure to Provide Compliant Meal Periods or Pay Premium Compensation in Lieu Thereof);

(3) Violation of California Labor Code § 226.7 (Failure to Provide Compliant Rest Periods or Pay Premium Compensation in Lieu Thereof);

(4) Violation of California Labor Code §§ 201 – 203 (Failure to Pay Wages Timely Upon Termination);

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(5) Violation of California Labor Code § 226(a) (Failure to Provide Accurate Itemized Wage Statements); and

(6) Penalties pursuant to California Labor Code § 2698, *et seq.* (Private Attorneys General Act) and California Labor Code § 558.

DEMAND FOR JURY TRIAL

Plaintiff ANGEL CORREA, individually and on behalf of all other members of the public similarly situated and on behalf of other aggrieved employees, alleges as follows:

THE PARTIES

1. Plaintiff ANGEL CORREA ("Plaintiff") is at least 18 years of age and is a resident of the County of Santa Clara in the State of California.

2. Defendant ARAMARK SERVICES, INC. was and is, upon information and belief, a Delaware corporation, and at all times hereinafter mentioned, an employer that is engaged in interstate commerce and whose employees are engaged throughout this county and in the State of California.

3. Plaintiff is unaware of the true names or capacities of defendants sued herein under the fictitious names DOES 1 through 50, but prays for leave to amend and serve such fictitiously named defendants once their names and capacities become known.

4. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 50 are the partners, agents, owners, shareholders, managers or employees of ARAMARK SERVICES, INC. and were acting on behalf of ARAMARK SERVICE, INC. at all relevant times.

5. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein were performed by, or are attributable to ARAMARK SERVICE, INC. and DOES 1 through 50 (collectively "Defendants"), each acting as the agent for the other, with legal authority to act on the other's behalf. The acts of any and all Defendants were in accordance with, and represent the official policy of Defendants.

6. At all relevant times herein mentioned, Defendants, and each of them, ratified each and every act or omission complained of herein. At all times herein mentioned, Defendants, and

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each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

7. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

JURISDICTION AND VENUE

8. This Court has jurisdiction over the state law claims herein pursuant to the Class Action Fairness Act, 28 U.S.C. §§ 1332(d)(2), 1441, and 1446.

9. Venue is proper in this Court because this was originally filed in the Superior Court of California for the County of Santa Clara and events and omissions giving rise the claims alleged herein occurred in this District.

10. Plaintiff has timely provided notice to the California Labor and Workforce Development Agency ("LWDA") and to Defendants, pursuant to California Labor Code § 2699.3.

CLASS ACTION ALLEGATIONS

11. Plaintiff brings this action on his own behalf, as well as on behalf of each and all other persons similarly situated, and thus, seeks class certification pursuant to Federal Rules of Civil Procedure, rule 23.

12. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

13. Plaintiff's proposed class consists of and is defined as:

> All current and former non-exempt employees who worked for Defendants in the Workplace Experiences line of business who worked at Wal-Mart and Cisco locations in the State of California at any time between February 27, 2021 and the date of preliminary approval in this action.

14. Plaintiff's proposed PAGA subclass consists of and is defined as:

> All current and former non-exempt employees who have worked for Defendants in the Workplace Experiences line of business in Wal-Mart or Cisco locations in the State of California any time between February 27, 2023 and the date of preliminary approval in this action.

15. Plaintiff reserves the right to establish additional subclasses depending on findings from pre-certification discovery.

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16. There is a well-defined community of interest in the litigation and the class is readily ascertainable:

(a) Numerosity: The members of the class (and each subclass, if any) are so numerous that joinder of all members would be infeasible and impractical. The membership of the entire class is unknown to Plaintiff at this time, however, the class is estimated to be greater than hundred (100) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

(b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom he has a well-defined community of interest, and Plaintiff's claims (or defenses, if any) are typical of all class members' claims as demonstrated herein.

(c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately, protect the interests of each class member with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges that he has an obligation to make known to the Court any relationship, conflicts or differences with any class member. Plaintiff's attorneys, the proposed class counsel, are well-versed in the rules governing class action discovery, certification, and settlement. Plaintiff and his counsel have incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

(d) Superiority: The nature of this action makes the use of class action adjudication superior to other methods. A class action will achieve economies of time, effort and expense as compared with separate lawsuits, and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner and at the same time for the entire class.

(e) Public Policy Considerations: Employers in the State of California violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights at the same time as their privacy is protected.

17. There are common questions of law and fact as to the class (and each subclass, if any) that predominate over questions affecting only individual members, including but not limited to:

(a) Whether Defendants paid Plaintiff and similarly situated employees no less than the applicable minimum wage for all hours worked, as required by California law;

(b) Whether Defendants paid Plaintiff and similarly situated employees for all overtime hours worked at the correct hourly rate, as required by California law;

(c) Whether Defendants have provided Plaintiff and class members with 30-minute, duty-free meal periods within the first five hours of work, and/or provided a second 30-minute, duty-free meal period on shifts longer than 10 hours, and whether Defendants have paid the required premiums when such meal periods were not provided, as required by California law;

(d) Whether Defendants have provided Plaintiff and class members with 10-minute rest periods for every four hours worked or major fraction thereof, and whether Defendants have paid the required premiums when such rest periods were not provided, as required by California law;

(e) Whether Defendants paid Plaintiff and class members all wages owed

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upon the separation of their employment within the time periods required by California law;

(f) Whether Defendants provided accurate, itemized wage statements to Plaintiff and class members, as required by California law;

(g) Whether Defendants' conduct, as described above, was willful or reckless; and

(h) The appropriate amount of damages, restitution, or monetary penalties resulting from Defendants' violations of California law.

GENERAL ALLEGATIONS

18. At all relevant times set forth herein, Defendants employed Plaintiff and other persons as non-exempt employees who belong to the class as set forth above.

19. Defendant Aramark Services, Inc. is the largest provider of dining and integrated facilities management services to Fortune 500 companies in North America. Its stated company mission is to deliver exceptional dining experiences at the clients' workplace so that client companies can attract and keep top-tier talents by providing unique and welcoming culinary experiences at the workplace.

20. From approximately August 2022 to November 2022, Plaintiff worked as a cook at a cafeteria operated by Defendants at a Walmart corporate office building in San Bruno, California. From approximately March 2023 to May 2023, Plaintiff worked as a cook at a cafeteria also operated by Defendants at a Cisco Systems corporate office building in San Jose, California. In both locations, Plaintiff's job duties consisted of working at the grill station where he prepared and cooked breakfast and lunch for hundreds of people working at these Defendants' client sites.

21. As Defendants' core business model was to provide a comprehensive dining services for various corporate clients, like Walmart and Cisco Systems, Defendants (not their clients) were in charge of the entire cafeteria operation regardless of the client location. As such, Defendants' policies and practices, particularly with regard to wage-and-hour issues, were the same for to their non-exempt employees at all of Defendants' client sites in California.

22. At all relevant times set forth herein, Defendants systematically failed to pay

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minimum and overtime wages to Plaintiff and other similarly situated employees for hours worked during non-compliant meal and rest periods, and also failed to calculate and pay the correct gross wages based on hours worked.

23. Plaintiff's typical shift started at 4:00 a.m. or 5:00 a.m. depending on how much breakfast he had to prepare. At the end of each shift, he would be given a list of type and quantity of food to prepare for the next morning's breakfast. Thus, as soon as he arrived at the workplace, he would have to immediately begin preparing the food to meet the deadline, which is typically 7 am. Until he is done preparing the required food in necessary quantity, he did not get any rest periods. Hence, on numerous occasions, he would have to work continuously from 4:00 a.m. until 7:00 a.m. without any rest periods of any kind. When Plaintiff used the bathroom during these busy hours, he was chastised by his supervisor (Sous Chef of the cafeteria) for not asking for permission before going to the bathroom. Furthermore, Defendants not only failed to schedule rest periods (which meant that Plaintiff and other similar situated employees did not know in advance when they could take their rest period, if at all), but Defendants also placed the burden on Plaintiff and other similarly situated employees to ask for express verbal permission from the Sous Chef before they can take their rest periods. This policy and practice created an environment whereby Plaintiff and other similar situated employees were discouraged to ask for rest periods, inevitably resulting in missed and otherwise non-compliant rest periods. The hours worked during these missed rest periods were not compensated. Given that Plaintiff regularly worked a full 8-hour shift, these hours worked during missed rest periods are mostly overtime hours; on those shifts where Plaintiff worked less than 8 hours on a shift, those hours worked should be compensated as regular hours. Even on those occasions when Plaintiff actually took his rest periods, those rest periods typically were provided at 8:00 a.m. or 8:30 a.m. which is woefully late under California law and thus non-compliant. Defendants did not pay rest break premiums to Plaintiff and other similarly situated employees when compliant rest periods were not provided.

24. By way of example and not limiting Plaintiffs claims to a particular time period, for pay period from October 27, 2022 to November 9, 2022, which has 10 work days, Plaintiff worked a total of 86.75 hours according to Defendants' payroll records, which indicate that

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Plaintiff worked 6.75 hours of overtime during that pay period. Plaintiff's hourly rate was $25/hour during this pay period, so he should have been paid $2,253.13 ($2,000 [80 hours at $25/hour] plus $253.13 [6.75 hours at his overtime rate of $37.50/hour], but he was only paid $2,154.88 according to Defendants' payroll data. This example not only shows the underpayment of wages but it also illustrates a pay period during which he had to work overtime hours to get his job completed and in turn experienced non-compliant rest periods due to the workload, understaffing, and Defendants' policy and practice of not scheduling rest breaks and requiring employees to verbally request to take rest periods.

25. After Plaintiff completed his preparation for breakfast, he would immediately have to begin his preparation for lunch. The cafeteria was open for lunch between 11:30 a.m. and 1:30 p.m. Because Plaintiff and other similarly situated employees had to prepare the food and perform related tasks to provide lunch to Defendants' corporate client employees without any delay in accordance with Defendants' corporate mission of providing exceptional dining experiences to its clients' employees, Plaintiff and other similar situated employees were unable to take their meal periods until the end of the cafeteria closing time of 1:30 p.m. With Plaintiff typically starting his shift at 4:00 a.m., a meal period taken at or after 1:30 p.m. is woefully late under California law and thus non-compliant. Consistent with Defendants' policy and practice of not following the strict requirements of California meal and rest period law, Plaintiff 's meal periods were interrupted and cut short to perform work. During the pay period referenced above in Paragraph 23 (October 27, 2022 to November 9, 2022) and majority of the other pay periods, Plaintiff's meal periods were provided well after 5 hours of work, by design, by Defendants' policy and practice of having Plaintiff and other similarly situated employees available to timely serve Defendants' clients' employees between 11:30 a.m. and 1:30 p.m. Defendants did not pay meal break premiums to Plaintiff and other similarly situated employees when compliant meal periods were not provided.

26. Based on Plaintiff's personal observation of working conditions both at Defendants-operated cafeteria at Walmart and Cisco Systems corporate office buildings, Plaintiff believes and asserts that Defendants' policies and practices are identical at all of Defendants-

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operated cafeterias and restaurant facilities in California and that similarly situated non-exempt employees experienced the alleged violations herein.

27. At all relevant times set forth herein, Defendants failed to pay Plaintiff and other similarly situated employees all wages owed upon the separation of their employment, including the unpaid overtime wages described herein.

28. At all relevant times set forth herein, Defendants have failed to provide Plaintiff and other similarly situated employees with accurate itemized wage statements, as required by California Labor Code § 226(a). As seen for the pay period from October 27, 2022 to November 9, 2022, the amount of gross wages earned is incorrect, not to mention the number of actual hours worked as a consequence of Defendants' failure to account for the hours worked during non-compliant rest and meal periods.

29. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants were advised by skilled lawyers and other professionals, employees and advisors knowledgeable about California labor and wage law, employment and personnel practices, and about the requirements of California law.

30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and similarly situated employees were entitled to receive minimum wage for all hours worked as well as overtime pay at one-and-a-half times the regular rate of pay, but that Plaintiff and similarly situated employees were not paid all their hours worked and/or were not paid at the correct hourly rate.

31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and other similarly situated employees were entitled to receive all meal periods as required by California law, or payment of one additional hour of pay at the regular rate of pay when a compliant meal period was not provided.

32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and other similarly situated employees were entitled to receive all rest periods as required by California law, or payment of one additional hour of pay at the regular rate of pay when a compliant rest period was not provided.

33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and other similarly situated employees were entitled to timely payment of all wages—including, without limitation, regular and overtime wages—due upon termination or discharge in accordance with California law, and that they were not timely paid such wages.

34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and other similarly situated employees were entitled to receive complete and accurate wage statements in accordance with California law, and that such wage statements were not provided.

35. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiff and other similarly situated employees, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly and intentionally failed to do so, and falsely represented to Plaintiff and other similarly situated employees that they were properly denied wages, all in order to increase Defendants' profits.

36. California Labor Code § 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due to him [or her] under this article.

37. At all relevant times set forth herein, the California Private Attorneys General Act, Labor Code § 2698, *et seq.* ("PAGA") was applicable to Plaintiff's employment by Defendants.

38. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty to be assessed and collected by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to procedures outlined in California Labor Code § 2699.1.

39. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved employee," who is any person that was employed by the alleged violator and against whom one or more of the alleged violations were committed.

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40. Plaintiff was employed by Defendants and the alleged violations were committed against him during his employment and he is, therefore, an aggrieved employee. Plaintiff and other employees are "aggrieved employees" as defined by California Labor Code § 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations were committed against them.

41. Pursuant to California Labor Code §§ 2699.3 and 2699.5, an aggrieved employee, including Plaintiff, may pursue a civil action arising under PAGA after the following requirements have been met:

42. The aggrieved employee shall give written notice (hereinafter "Employee's Notice") to the LWDA (via online submission) and the employer (by certified mail) of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

43. The LWDA shall provide notice (hereinafter "LWDA Notice") to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violations within sixty (60) calendar days of the postmark date of the Employee's Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65) calendar days of the postmark date of the Employee's Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code § 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

44. On February 13, 2024, Plaintiff provided the requisite written notice via online submission to the LWDA and via certified mail to Defendant ARAMARK SERVICES, INC. informing them of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

45. To date, the LWDA has not responded to Plaintiff's notice.

46. Plaintiff has satisfied the administrative prerequisites under California Labor Code § 2699.3 to recover civil penalties against Defendants, in addition to other remedies, for violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, and 1198. Plaintiff has also satisfied the administrative prerequisites to recover civil penalties against Defendants for

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violations of California Labor Code § 558.

FIRST CAUSE OF ACTION

Violation of California Labor Code §§ 510, 1194, and 1198

(Against All Defendants)

47. Plaintiff incorporates by reference and re-alleges as if fully stated herein the material allegations set out in paragraphs 1 through 46.

48. California Labor Code § 510 codifies the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of 8 hours in a day or 40 hours in a week or for the first 8 hours worked on the seventh day of work, and to overtime compensation at twice the regular hourly rate for hours worked in excess of 12 hours in a day or in excess of 8 hours in a day on the seventh day of work.

49. California Labor Code § 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

50. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and class members employed by Defendants, and working more than 8 hours in a day or more than 40 hours in a workweek, at the rate of time-and-one-half for all hours worked in excess of 8 hours in a day or more than 40 hours in a workweek.

51. During the relevant time period, Defendants willfully failed to pay all wages, including minimum and overtime wages, owed to Plaintiff and class members.

52. Defendants' failure to pay Plaintiff's and class members' overtime wages violates the provisions of California Labor Code §§ 510, 1194 and 1198, and is therefore unlawful.

53. Plaintiff and class members are entitled to recover unpaid wages and such general and special damages as may be appropriate and interest thereon.

54. Pursuant to California Labor Code § 1194, Plaintiff and class members are entitled to recover their unpaid overtime wages, as well as interest, costs, and attorneys' fees.

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SECOND CAUSE OF ACTION

Violation of California Labor Code §§ 226.7 and 512(a)

(Against All Defendants)

55. Plaintiff incorporates by reference and re-alleges as if fully stated herein the material allegations set out in paragraphs 1 through 54.

56. At all relevant times, the applicable IWC Wage Order and California Labor Code §§ 226.7 and 512(a) were applicable to Plaintiff's and class members' employment by Defendants.

57. At all relevant times, California Labor Code § 226.7 provides that no employer shall require an employee to work during any meal period mandated by an applicable order of the California IWC.

58. At all relevant times, the applicable IWC Wage Order and California Labor Code § 512(a) provide that an employer may not require, cause or permit an employee to work for a period of more than 5 hours per day without providing the employee with an uninterrupted meal period of not less than 30 minutes, except that if the total work period per day of the employee is not more than 6 hours, the meal period may be waived by mutual consent of both the employer and the employee.

59. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) further provide that an employer may not require, cause or permit an employee to work for a period of more than 10 hours per day without providing the employee with a second uninterrupted meal period of not less than 30 minutes, except that if the total hours worked is not more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

60. During the relevant time period, Plaintiff and class members who were scheduled to work for a period of time no longer than 6 hours, and who did not waive their legally-mandated meal periods by mutual consent, were required to work for periods longer than 5 hours without an uninterrupted meal period of not less than 30 minutes.

61. During the relevant time period, Plaintiff and class members who were scheduled to work for a period of time in excess of 6 hours were required to work for periods longer than 5

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hours without an uninterrupted meal period of not less than 30 minutes.

62. During the relevant time period, Defendants willfully required Plaintiff and class members to work during meal periods and failed to compensate Plaintiff and class members for work performed during meal periods.

63. During the relevant time period, Defendants failed to pay Plaintiff and class members the full meal period premium due for non-compliant meal periods pursuant to California Labor Code § 226.7.

64. Defendants' conduct violates the applicable IWC Wage Orders and California Labor Code §§ 226.7 and 512(a).

65. Pursuant to the applicable IWC Wage Order and California Labor Code § 226.7(b), Plaintiff and class members are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each work day that a compliant meal period was not provided.

THIRD CAUSE OF ACTION

Violation of California Labor Code § 226.7

(Against All Defendants)

66. Plaintiff incorporates by reference and re-alleges as if fully stated herein the material allegations set out in paragraphs 1 through 65.

67. At all relevant times herein set forth, the applicable IWC Wage Order and California Labor Code § 226.7 were applicable to Plaintiff's and class members' employment by Defendants.

68. At all relevant times, California Labor Code § 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

69. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours

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or major fraction thereof" unless the total daily work time is less than three and one-half (3½) hours.

70. During the relevant time period, Defendants required Plaintiff and class members to work 4 or more hours without authorizing or permitting a 10-minute rest period per each 4 hour period worked or major fraction thereof.

71. During the relevant time period, Defendants failed to pay Plaintiff and class members the full rest period premium due for non-compliant rest periods pursuant to California Labor Code § 226.7.

72. Defendants' conduct violates the applicable IWC Wage Orders and California Labor Code § 226.7.

73. Pursuant to the applicable IWC Wage Order and California Labor Code § 226.7(b), Plaintiff and class members are entitled to recover from Defendants one additional hour of pay at the employee's regular hourly rate of compensation for each work day that the rest period was not provided.

FOURTH CAUSE OF ACTION

Violation of California Labor Code §§ 201, 202 and 203

(Against All Defendants)

74. Plaintiff incorporates by reference and re-alleges as if fully stated herein the material allegations set out in paragraphs 1 through 73.

75. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

76. At all relevant times set forth herein, Defendants failed to pay Plaintiff and other similarly situated employees all wages owed upon the separation of their employment, including the unpaid overtime wages described herein.

77. Defendants' failure to pay Plaintiff and those class members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within 72 hours of their leaving Defendants' employ, is in violation of California Labor Code §§ 201, 202 and 203.

78. All California employers know or should know that employees must be paid for all hours worked, and must be paid overtime at a rate of one-and-a-half times the regular rate of pay for overtime hours as defined by California law. Defendants' failure to abide by this well-established law is willful and not in good faith.

79. California Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with §§ 201 and 202, then the wages of the employee shall continue as a penalty from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Plaintiff and class members are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to California Labor Code § 203.

FIFTH CAUSE OF ACTION

Violation of California Labor Code § 226(a)

(Against All Defendants)

80. Plaintiff incorporates by reference and re-alleges as if fully stated herein the material allegations set out in paragraphs 1 through 79.

81. At all material times set forth herein, California Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing the following information: (1) gross wages earned; (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission; (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5)

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net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee

82. Defendants have intentionally and willfully failed to provide employees with complete and accurate wage statements. The number of hours worked and the corresponding hourly rates are inaccurate as a consequence of Defendants' failure to pay overtime wages, as set forth herein.

83. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiff and class members have suffered injury and damage to their statutorily-protected rights.

84. Specifically, Plaintiff and other class members have been injured by Defendants' intentional violation of California Labor Code § 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate, itemized wage statements under California Labor Code § 226(a). Plaintiff and other class members have been injured by Defendants' intentional violation of California Labor Code § 226(a) in that it has caused confusion over whether they had received all of the wages owed them, in addition to their difficulty and expense in reconstructing pay records and making mathematical computations to analyze whether the wages paid them did in fact compensate them for all hours worked

85. Furthermore, Labor Code § 226(e)(2)(B) provides that an employee is deemed to suffer injury if the wage statement fails to accurately and completely provide certain pieces of information and the employee cannot promptly and easily determine such information from the wage statement alone. In relevant part, Labor Code § 226(e)(2)(B) provides that an employee is deemed to suffer injury if the wage statement does not accurately and completely state the total number of hours worked by the employee, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate.

86. Plaintiff and class members are deemed to have suffered injury because their wage

statements did not provide complete and accurate information regarding the gross wages earned and the number of actual hours worked, as a consequence of Defendants' failure to account for the hours worked during non-compliant rest and meal periods.

87. Plaintiff and class members are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code § 226(a), or an aggregate penalty not exceeding $4,000 per employee.

SIXTH CAUSE OF ACTION

Penalties Pursuant to California Labor Code § 2698, *et seq*.

(Private Attorneys General Act)

(Against All Defendants)

88. Plaintiff incorporates by reference and re-alleges as if fully stated herein the material allegations set out in paragraphs 1 through 87.

89. At all relevant times set forth herein, PAGA was applicable to Plaintiff's employment by Defendants.

90. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty to be assessed and collected by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to procedures outlined in California Labor Code § 2699.3.

91. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved employee," who is any person that was employed by the alleged violator and against whom one or more of the alleged violations were committed.

92. Plaintiff was employed by Defendants and the alleged violations were committed against him during his employment and he is, therefore, an aggrieved employee. Plaintiff and other employees are "aggrieved employees" as defined by California Labor Code § 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations were committed against them.

93. Pursuant to California Labor Code §§ 2699.3 and 2699.5, an aggrieved employee,

AEQUITAS LEGAL GROUP
A Professional Law Corporation
1156 E. Green Street, Suite 200
Pasadena, California 91106

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A Professional Law Corporation
1156 E. Green Street, Suite 200
Pasadena, California 91106

including Plaintiff, may pursue a civil action arising under PAGA after the following requirements have been met:

94. The aggrieved employee shall give written notice (hereinafter "Employee's Notice") to the LWDA (via online submission) and the employer (by certified mail) of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

95. The LWDA shall provide notice (hereinafter "LWDA Notice") to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the Employee's Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65) calendar days of the postmark date of the Employee's Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code § 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

96. On February 13, 2024, Plaintiff provided the requisite written notice by online submission to the LWDA and by certified mail to Defendant ARAMARK SERVICES, INC., informing them of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

97. To date, the LWDA has not responded to Plaintiff's notice.

98. At all material times set forth herein, California Labor Code § 558 provides that an employer or person acting on behalf of an employer who violates (or causes to be violated) any provision of the Labor Code §§ 500 through 558 or any provision of the IWC Wage Orders regulating hours and days of work shall be subject to civil penalties of $50 to $100 per pay period to each underpaid employee in addition to an amount sufficient to recover underpaid wages, plus other civil penalties provided for by law.

99. Plaintiff has satisfied the administrative prerequisites under California Labor Code § 2699.3 to recover civil penalties against Defendants, in addition to other remedies, for violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, and 1198. Plaintiff has also satisfied the administrative prerequisites to recover civil penalties against Defendants for

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1156 E. Green Street, Suite 200
Pasadena, California 91106

violations of California Labor Code § 558.

REQUEST FOR JURY TRIAL

Plaintiff requests a trial by jury.

PRAYER FOR RELIEF

Plaintiff, and on behalf of all others similarly situated, prays for relief and judgment against Defendants, jointly and severally, as follows:

As to the First Cause of Action

1. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 510, 1194 and 1198 and applicable IWC Wage Orders by willfully failing to pay all wages, including overtime wages, due to Plaintiff and class members;

2. For general unpaid wages at the applicable wage rates and such general and special damages as may be appropriate;

3. For pre-judgment interest on any unpaid wages commencing from the date such amounts were due;

4. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and

5. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action

6. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods to Plaintiff and class members;

7. That the Court make an award to the Plaintiff and class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a compliant meal period was not provided;

8. For all actual, consequential, and incidental losses and damages, according to proof;

9. For premiums pursuant to California Labor Code § 226.7(b);

10. For pre-judgment interest on any unpaid wages from the date such amounts were

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due; and

11. For such other and further relief as the Court may deem equitable and appropriate.

As to the Third Cause of Action

12. That the Court declare, adjudge and decree that Defendants violated California Labor Code § 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and class members;

13. That the Court make an award to the Plaintiff and class members of one (l) hour of pay at each employee's regular rate of compensation for each workday that a compliant rest period was not provided;

14. For all actual, consequential, and incidental losses and damages, according to proof;

15. For premiums pursuant to California Labor Code § 226.7(b);

16. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

17. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourth Cause of Action

18. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 201, 202, and 203 by willfully failing to pay Plaintiff and class members all compensation owed to them at the time of their termination of the employment;

19. For all actual, consequential and incidental losses and damages, according to proof;

20. For statutory penalties pursuant to California Labor Code § 203; and

21. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth Cause of Action

22. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders as to Plaintiff and class members, and willfully failed to provide accurate itemized wage statements thereto;

23. For all actual, consequential and incidental losses and damages, according to proof;

24. For statutory penalties pursuant to California Labor Code § 226(e); and

25. For such other and further relief as the Court may deem equitable and appropriate.

As to the Sixth Cause of Action

26. For civil penalties pursuant to California Labor Code § 2699 (f) and (g) in the amount of $100 for each violation per pay period for the initial violation and $200 for each aggrieved employee per pay period for each subsequent violation, plus attorneys' fees and costs;

27. For civil penalties pursuant to California Labor Code § 558 in the amount of $50 per underpaid employee for each initial pay period in which the employee was underpaid and $100 per underpaid employee for each subsequent pay period in which the employee was underpaid, in addition to an amount sufficient to recover underpaid wages; and

28. For such other and further relief as the Court may deem equitable and appropriate.

Dated: November 14, 2025

AEQUITAS LEGAL GROUP

By: ______________________

RONALD H. BAE
OLIVIA D. SCHARRER
CARSON M. TURNER
Attorneys for Plaintiff ANGEL CORREA

AEQUITAS LEGAL GROUP
A Professional Law Corporation
1156 E. Green Street, Suite 200
Pasadena, California 91106