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6 Attorneys for SABRINA MYRA GOODALL,
7 individually and on behalf of all others similarly situated

8 **IN THE SUPERIOR COURT OF CALIFORNIA**

9 **COUNTY OF SAN FRANCISCO**

CGC-25-623871

10 SABRINA MYRA GOODALL, individually and on
11 behalf of all others similarly situated,

12 Plaintiff(s),

13 v.

14 ARAMARK SERVICES, INC; and DOES 1 through
15 100,

16 Defendant(s).

Case No.

COMPLAINT

1. Failure to Provide Compliant Meal Breaks
2. Failure to Provide Complaint Rest Breaks
3. Failure to Pay All Hours Worked
4. Failure to Pay All Overtime Owed
5. Wage Statement Violation
6. Violation of Unfair Competition
7. Private Attorneys General Act
8. Racial Discrimination
9. Disability Discrimination
10. Failure to Accommodate
11. Failure to Engage in Interactive Process
12. Retaliation

22 **RELEVANT PARTIES**

23
24 1. Plaintiff Sabrina Myra Goodall ("Plaintiff") is an adult resident of San Francisco County,
25 California, and was at all times relevant residing in San Francisco County, California.

26 2. Defendant Aramark Services, Inc ("Defendant") is a Delaware Corporation with its principal
27 place of business located in Philadelphia, Pennsylvania. Defendant is registered to and does conduct
28 business in the State of California and is subject to the laws of the State of California. All acts and

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

04/01/2025
Clerk of the Court
BY: SAHAR ENAYATI
Deputy Clerk

1 omissions of Defendant employees as alleged herein occurred while they were acting within the
2 course and scope of their employment.

3 3. Plaintiff is unaware of the true names or capacities of the Defendants sued herein as DOES 1
4 through 100, inclusive ("Doe Defendants"), and therefore sues said Doe Defendants by such
5 fictitious names. Plaintiff will seek leave of this Court to amend this Complaint to insert the true
6 names and capacities of such Doe Defendants when such information has been obtained. Plaintiff is
7 informed and believes, and based on such information and belief alleges, that each of the fictitiously
8 named Doe Defendants has participated in some way in the wrongful acts and omissions alleged
9 below, and is liable to Plaintiff for damages and other relief to which Plaintiff is entitled. Defendant
10 and Doe Defendants are collectively referred to as "Defendants".

11 **JURISDICTION AND VENUE**

12 4. This action is properly filed in San Francisco County because the acts and omissions that give
13 rise to Plaintiff's claims took place in San Francisco County, and Defendants transact substantial
14 business in this County.

15 5. This Court has jurisdiction over Defendants because Defendants' unlawful conduct as
16 alleged herein occurred in San Francisco County, California and Plaintiff suffered damages from
17 such conduct within San Francisco County, California.

18 **FACTUAL ALLEGATIONS**

19 6. At all times relevant, Plaintiff was Defendants' employee.

20 7. Plaintiff was employed by Defendants since 2003 as a Cook Supervisor.

21 8. Around 2015, Plaintiff developed neuropathy and chronic back pain, which required medical
22 accommodations of 2 hours sitting/2 hours standing.

23 9. Defendants failed to consistently provide Plaintiff with the accommodations required of her
24 disability.

25 10. The discriminatory conduct began when Jose Diaz became manager in 2022. Diaz
26 demonstrated racial animus by asking Plaintiff if there was "a manual or something that he can read
27 on how to deal with my people," referring to African Americans.

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1 11. Under Diaz's management, Latino employees would isolate Plaintiff by remaining in the
2 office while forcing her to work alone with 10-20 inmates, despite safety protocols requiring two
3 employees to be present.

4 12. Plaintiff continued reporting racial discrimination through the job hotline multiple times
5 between 2022-2024.

6 13. In February 2024, after complaining about racial discrimination, Defendant retaliated
7 against Plaintiff by transferring her to their San Francisco facility at 425 7th Street, despite Plaintiff
8 explicitly expressing safety concerns about this location.

9 14. The retaliatory nature of the transfer is evidenced by: The transfer separating Plaintiff from
10 her established workplace while allowing less senior Latino employees to remain; Defendant
11 moving Plaintiff to a location she specifically stated she felt unsafe working at.

12 15. Defendants failed to provide Plaintiff with compliant meal breaks because meal breaks were
13 reduced by the amount of time it took to go through security check before being allowed to clock-
14 out for a break. Despite not being provided with compliant meal breaks, Defendant did not pay
15 premium pay for these missed breaks at Plaintiff's regular rate of pay.

16 16. Defendant failed to provide Plaintiff with compliant rest breaks because the security check
17 and clocking procedure discouraged Plaintiff from taking breaks. Despite not being provided with
18 compliant rest breaks, Defendant did not pay premium pay for these missed breaks at Plaintiff's
19 regular rate of pay.

20 17. Defendants failed to pay Plaintiff for all hours worked because Plaintiff was required to go
21 through a security check and walk to a specific office to call and clock-in, which constitutes off the
22 clock work.

23 18. Defendants failed to pay Plaintiff all overtime owed because Plaintiff was required to
24 perform off the clock work. Plaintiff worked at least 8 hours in a day and 40 hours in a week, it
25 follows that off the clock work is necessarily overtime.

26 19. Defendants failed to provide Plaintiff with accurate wage statements because the wage
27 statements issued to Plaintiff did not accurately list total wages owed and hours worked, among
28 other things.

PAGA ALLEGATIONS

20. Pursuant to Labor Code section 2699(a), any provision of the Labor Code which provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency (“LWDA”) for violations of the 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 the procedures outlined in Labor Code section 2699.3.

21. Pursuant to Labor Code section 2699.3, an aggrieved employee may pursue a civil action under PAGA after the following requirement have been met:

22. The aggrieved employee has provided written notice by online filing to the LWDA and by certified mail to the employer (hereinafter “Employee’s Notice”) of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations; and

23. The LWDA has provided notice (hereinafter “LWDA’s Notice”) to the employer and the aggrieved employee by certified mail that it does not intend to investigate the aggrieved employee’s claims. Upon receipt of the LWDA’s Notice, or if the LWDA does not provide such Notice within 65 calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may commence a civil action pursuant to Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

24. On September 24, 2024, Plaintiff provided written notice by online filing to the LWDA and by certified mail to Defendants of specific provisions of the Labor Code alleged to have been violated by Defendants, including the facts and theories to support the alleged violations.

25. The 65-day notice period has elapsed, and the LWDA did not provide Plaintiff with written notice that it intends to investigate the alleged violations of the Labor Code. Thus, Plaintiff seeks PAGA Penalties on behalf of all Aggrieved Employees.

26. The Aggrieved Employees are defined as “All other nonexempt, hourly employees, current and former, who were employed by Defendants within one year prior to September 24, 2024, through final disposition of this action.”

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1 **EXHAUSTION OF ADMINISTRATIVE PROCEEDINGS**

2 27. On March 14, 2025 prior to initiating this complaint, Plaintiff filed with the California Civil
3 Rights Department (hereinafter "CCRD"), a Complaint of Discrimination, Harassment, and
4 Retaliation against Defendant. On March 14, 2025 the CCRD issued a Notice of Case Closure and
5 Right-to-Sue letter to Plaintiff, authorizing Plaintiff to file a private lawsuit against Defendant in
6 order to enforce their rights under FEHA.

7 28. Plaintiff has therefore exhausted all administrative remedies required by FEHA as a
8 prerequisite to filing this action.

9 **FIRST CAUSE OF ACTION**

10 **Failure to Provide Compliant Meal Periods**

11 **By Plaintiff Against All Defendants**

12 29. Plaintiff incorporates by reference the paragraphs above.

13 30. Labor Code section 512 and the Wage Orders provide that “an employer shall not employ an
14 employee for a work period of more than five hours per day without providing the employee with a
15 meal period of not less than 30 minutes” or “for a work period of more than 10 hours per day
16 without providing the employee with a second meal period of not less than 30 minutes”.

17 31. An employer provides compliant meal breaks to its employees “if it relieves its employees
18 of all duty, relinquishes control over their activities and permits them a reasonable opportunity to
19 take an uninterrupted 30-minute break.” (*Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th
20 1004, 1040 (2012)).

21 32. Not only must an employer affirmatively relieve its employees of all duty during their meal
22 breaks, it also must not “impede or discourage” its employees from taking compliant meal breaks.
23 (*Brinker*, supra).

24 33. Defendants failed to provide Plaintiff with compliant meal breaks as alleged herein.

25 34. For each day that Defendants failed to provide Plaintiff with a compliant meal break,
26 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
27 one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
28 11 Cal. 5th 858 (2021)).

1 35. Defendants failed to pay premium pay at Plaintiff's regular rate of pay for each day a meal
2 break was missed.

3 36. Plaintiff is therefore entitled to recover premium pay for missed meal breaks, interest,
4 penalties, attorney fees, and costs.

5 **SECOND CAUSE OF ACTION**

6 **Failure to Provide Compliant Rest Periods**

7 **By Plaintiff Against All Defendants**

8 37. Plaintiff incorporates by reference the paragraphs above.

9 38. Labor Code section 226.7 and the Wage Orders requires employers to authorize and permit
10 its employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net
11 per four hours or major fraction thereof.

12 39. Furthermore, "[d]uring rest periods employers must relieve employees of all duties and
13 relinquish control over how employees spend their time." (*Augustus v. ABM Sec. Servs., Inc.*, 2 Cal.
14 5th 257, 269 (2016)).

15 40. Defendants failed to provide Plaintiff with compliant rest breaks as alleged herein.

16 41. For each day that Defendants failed to provide Plaintiff with a compliant rest break,
17 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
18 one additional hour of pay at Plaintiff's regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
19 11 Cal. 5th 858 (2021)).

20 42. Defendants failed to pay premium pay at Plaintiff's regular rate of pay for each day a rest
21 break was missed.

22 43. Plaintiff is therefore entitled to recover premium pay for missed rest breaks, interest,
23 penalties, attorney fees, and costs.

24 **THIRD CAUSE OF ACTION**

25 **Failure to Pay for All Hours Worked**

26 **By Plaintiff Against All Defendants**

27 44. Plaintiff incorporates by reference the paragraphs above.

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1 45. Labor Code sections 558 and 1194 and the Wage Orders require an employer to pay
2 employees minimum wages for all hours worked fewer than eight hours in a day and/or fewer than
3 40 hours in a workweek.

4 46. Defendants failed to pay Plaintiff for all hours worked as alleged herein.

5 47. Plaintiff is therefore entitled to recover all unpaid wages, liquidated damages, interest,
6 penalties, attorney fees, and costs.

7 **FOURTH CAUSE OF ACTION**

8 **Failure to Pay All Overtime Owed**

9 **By Plaintiff Against All Defendants**

10 48. Plaintiff incorporates by reference the paragraphs above.

11 49. Labor Code section 510 provides that “[a]ny work in excess of eight hours in one workday
12 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the
13 seventh day of work in any one workweek shall be compensated at the rate of no less than one and
14 one-half times the regular rate of pay for an employee.”

15 50. Defendants failed to pay Plaintiff all overtime wages owed as alleged herein.

16 51. Plaintiff is therefore entitled to recover all unpaid overtime wages, liquidated damages,
17 interest, penalties, attorney fees, and costs.

18 **FIFTH CAUSE OF ACTION**

19 **Wage Statement Penalties**

20 **By Plaintiff Against All Defendants**

21 52. Plaintiff incorporates by reference the paragraphs above.

22 53. Labor Code section 226(a) requires employers to provide itemized wage statements to its
23 employees that identify accurate information regarding their compensation. Defendants, as a matter
24 of policy and practice, failed in its affirmative obligation to provide accurate itemized wage
25 statements to Plaintiff in violation of Labor Code section 226(a).

26 54. As alleged herein, the wage statements that Defendants issued to Plaintiff were inaccurate
27 and incomplete.

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1 55. Defendants knowingly and intentionally issued wage statements that were inaccurate and
2 incomplete, and the issuance of inaccurate and incomplete wage statements caused injury to
3 Plaintiff in that Plaintiff was unable to accurately verify and/or calculate their wages.

4 56. Plaintiff is therefore entitled to the recovery of wage statement penalties, attorney fees, and
5 costs.

6 **SIXTH CAUSE OF ACTION**

7 **Violation of Unfair Competition Law**

8 **By Plaintiff Against All Defendants**

9 57. Plaintiff incorporates by reference the paragraphs above.

10 58. Defendants' conduct described herein constitutes unfair competition.

11 59. Specifically, Defendants have gained an unfair advantage over other similarly situated
12 businesses by unlawfully reducing their overhead costs by not paying their employees what they are
13 owed.

14 60. Pursuant to Business and Professions Code 17203, Plaintiff is entitled to restitution of all
15 wrongfully withheld wages.

16 61. Plaintiff may recover attorney fees pursuant to Code of Civil Procedure section 1021.5.

17 **SEVENTH CAUSE OF ACTION**

18 **Private Attorneys General Act**

19 **By Plaintiff and the Aggrieved Employees Against All Defendants**

20 62. Plaintiff incorporates by reference the paragraphs above.

21 63. PAGA permits Plaintiff and the Aggrieved Employees to recover civil penalties for the
22 violation(s) of the Labor Code.

23 64. As alleged herein, Defendants' conduct violates numerous sections of the Labor Code.

24 65. With respect to violations of Labor Code sections 226.7 and 558 for Defendants' failure to
25 provide Plaintiff and the Aggrieved Employees with compliant meal periods or compensation in
26 lieu thereof, the penalties in Labor Code sections 558 and 2699 apply.

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1 66. With respect to violations of Labor Code section 226.7 for Defendants' failure to provide
2 Plaintiff and the Aggrieved Employees with compliant rest periods or compensation in lieu thereof,
3 the penalties in Labor Code section 2699 apply.

4 67. With respect to violations of Labor Code section 1197 for Defendants' failure to compensate
5 Plaintiff and the Aggrieved Employees for all minimum wages earned, the penalties in Labor Code
6 sections 1197.1 and 2699 apply.

7 68. With respect to violations of Labor Code section 510 for Defendants' failure to compensate
8 Plaintiff and the Aggrieved Employees for all overtime wages earned, the penalties in Labor Code
9 sections 558, 1197.1, and 2699 apply.

10 69. With respect to violations of Labor Code section 226(a) for failure to provide accurate wage
11 statements to Plaintiff and the Aggrieved Employees, the penalties in Labor Code sections 226.3
12 and 2699 apply.

13 70. Additionally, Plaintiff and the Aggrieved Employees are entitled to attorney's fees pursuant
14 to Labor Code section 2699(g).

15 **EIGHTH CAUSE OF ACTION**

16 **Violation of California Government Code § 12940 et seq. – Discrimination based on Race**

17 **By Plaintiff Against All Defendants**

18 71. Plaintiff incorporates by reference the paragraphs above.

19 72. Government Code § 12940(a) prohibits an employer from discriminating against an
20 employee in compensation or in terms, conditions, or privileges of employment because of the
21 employee's "race," "national origin, ancestry, physical disability, mental disability, medical
22 condition" or "sex."

23 73. During their employment with Defendants, Plaintiff was subjected to discrimination based
24 on their race

25 74. Plaintiff was subjected to discrimination based on their race (described supra).

26 75. Plaintiff experienced racial discrimination from Spanish-speaking employees. Further,
27 Defendants provided higher salary to newer employees despite Plaintiff's 21 years of service.

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1 76. The discriminatory actions of Defendants against Plaintiff constitute unlawful discrimination
2 in violation of FEHA. Such violations were a proximate cause in Plaintiff's damages as stated
3 below.

4 **NINTH CAUSE OF ACTION**

5 **Violation of California Government Code § 12940 et seq. – Disability Discrimination**
6 **By Plaintiff Against All Defendants**

7 77. Plaintiff incorporates by reference the paragraphs above.

8 78. Government Code § 12940(a) prohibits an employer from discriminating against an
9 employee in compensation or in terms, conditions, or privileges of employment because of the
10 employee's "race," "national origin, ancestry, physical disability, mental disability, medical
11 condition" or "sex."

12 79. During their employment with Defendants, Plaintiff was subjected to discrimination based
13 on their disability

14 80. Plaintiff was subjected to discrimination based on their disability (described supra).

15 81. Plaintiff suffered neuropathy and chronic back pain.

16 82. Plaintiff requested reasonable accommodation in relation to her disability.

17 83. In retaliation, Defendants did not provide reasonable accommodations requested.

18 84. The discriminatory actions of Defendants against Plaintiff constitute unlawful discrimination
19 in violation of FEHA. Such violations were a proximate cause in Plaintiff's damages as stated
20 below.

21 **TENTH CAUSE OF ACTION**

22 **Violation of Government Code § 12940(m) - Failure to Accommodate Disability**
23 **By Plaintiff Against All Defendants**

24 85. Plaintiff incorporates by reference the paragraphs above.

25 86. At all relevant times herein, Plaintiff was an individual with a disability as defined by
26 FEHA.

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1 87. FEHA requires an employer to make reasonable accommodations for the known disabilities
2 of employees to enable them to perform a position's essential functions, unless doing so would
3 produce undue hardship to the employer's operations. Govt. Code §12940(m).

4 88. As a result of Plaintiff's disability, Plaintiff was in need of certain reasonable
5 accommodations, as set forth herein.

6 89. Specifically, Plaintiff informed Defendants of her neuropathy and chronic pain which
7 required accommodation of 2 hours sitting/2 hours standing.

8 90. Defendants inconsistently provided Plaintiff with reasonable accommodation.

9 91. Defendants were on notice of Plaintiff's need for reasonable accommodations in connection
10 with their disability.

11 92. Defendants, and each of them, failed and refused to grant reasonable accommodations, as
12 required by law, to Plaintiff (described supra).

13 93. The actions of Defendants against Plaintiff constitutes unlawful failure to accommodate a
14 disability, in violation of FEHA. Such violations were a proximate cause in Plaintiff's damages as
15 stated below.

16 **ELEVENTH CAUSE OF ACTION**

17 **Violation of California Government Code § 12940 (n) – Failure to Engage in the Interactive**
18 **Process**

19 **By Plaintiff Against All Defendants**

20 94. Plaintiff incorporates by reference the paragraphs above.

21 95. At all relevant times herein, Plaintiff was individuals with a disability as defined by FEHA.

22 96. Govt. Code §12940(n) requires employers to engage in a timely, good faith, interactive
23 process with an employee to determine effective reasonable accommodations if an employee with a
24 disability so requests. The interactive process is the key mechanism for facilitating the integration of
25 disabled employees in the workplace and liability may be imposed on the employer for failing to
26 engage in the process.

27 97. As a result of Plaintiff's disability, Plaintiff was in need of certain reasonable
28 accommodations, as set forth herein.

1 98. Defendants were on notice of Plaintiff's need for reasonable accommodations in connection
2 with their disability.

3 99. Despite having notice of Plaintiff's disability and need for accommodations, Defendants
4 engaged in unlawful employment practices when they failed and refused to engage in the interactive
5 process (described supra).

6 100. The actions of Defendants against Plaintiff constitutes unlawful failure to engage in the
7 interactive process, in violation of FEHA. Such violations were a proximate cause in Plaintiff's
8 damage as stated below.

9 **TWELFTH CAUSE OF ACTION**

10 **Violation of California Government Code § 12940 (h) - Retaliation**

11 **By Plaintiff Against All Defendants**

12 101. Plaintiff incorporates by reference the paragraphs above.

13 102. Government Code § 12940(h) makes it unlawful for an employer to discriminate against any
14 employee who opposes or makes a complaint for practices forbidden by FEHA.

15 103. Plaintiff engaged in protected activity under § 12940(h) as set forth herein.

16 104. Specifically, Defendants transferred Plaintiff to another location because of her reports of
17 discrimination in the workplace.

18 105. Defendants retaliated against Plaintiff in violation of California Government Code §
19 12940(h).

20 106. The actions of Defendants against Plaintiff constitute unlawful retaliation, in violation of
21 FEHA. Such violations were a proximate cause in Plaintiff's damage as stated below.

22 **PRAYER FOR RELIEF**

23 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

24 **First Cause of Action**

- 25 1. Damages and/or penalties pursuant to Labor Code section 226.7
26 2. Interest
27 3. Attorneys' fees
28 4. Costs

1 5. Other relief the court deems proper

2 Second Cause of Action

3 1. Damages and/or penalties pursuant to Labor Code section 226.7

4 2. Interest

5 3. Attorneys' fees

6 4. Costs

7 5. Other relief the court deems proper

8 Third Cause of Action

9 1. Damages and/or penalties pursuant to Labor Code sections 558, 1194, 1197, and 1197.1

10 2. Liquidated damages

11 3. Interest

12 4. Attorneys' fees

13 5. Costs

14 6. Other relief the court deems proper

15 Fourth Cause of Action

16 1. Damages and/or penalties pursuant to Labor Code sections 510, 558, and 1194

17 2. Interest

18 3. Attorneys' fees

19 4. Costs

20 5. Other relief the court deems proper

21 Fifth Cause of Action

22 1. Penalties pursuant to Labor Code section 226

23 2. Attorneys' fees

24 3. Costs

25 4. Other relief the court deems proper

26 Sixth Cause of Action

27 1. Restitution of all wrongfully withheld wages

28 2. Attorneys' fees

- 1 3. Costs
2 4. Other relief the court deems proper

3 Seventh Cause of Action

- 4 1. All applicable civil penalties available pursuant to Labor Code section 2698, et seq.
5 2. Public injunctive relief in the form of an Order enjoining Defendants from continuing to
6 violate the California Labor Code in the manner alleged herein
7 3. Attorneys' fees
8 4. Costs
9 5. Other relief the court deems proper

10 Eighth to Twelfth Cause of Action

- 11 1. Compensatory damages
12 2. Punitive damages
13 3. Attorneys' fees
14 4. Costs
15 5. Other relief the court deems proper

16
17 DATED: March 31, 2025

FRONTIER LAW CENTER

18 /s/ Daniel Ginzburg

Daniel Ginzburg

19
20 Attorney for Plaintiff
21 SABRINA MYRA GOODALL,
22 individually and on behalf of all
23 others similarly situated
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