

SUMMONS (CITACION JUDICIAL)

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ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
9/2/2025 4:21:36 PM

Clerk of the Superior Court
By J. Centeno Deputy Clerk

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

VOLUME SERVICES, INC., a Delaware corporation; SODEXO, INC., a Delaware corporation; and DOES 1-50, Inclusive,

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

CASEY ADLER and CODY URQUHART, on behalf of the State of California in Plaintiffs' representative capacity as private attorneys general,

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): San Diego Superior Court

North County Regional Center - 325 South Melrose Drive, Vista, CA 92081

CASE NUMBER:
(Número del Caso):

25CU046642N

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Rachel Newman, Esq. T: (619) 255-9047, Zakay Law Group, APLC - 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121

DATE: September 5, 2025
(Fecha)

Clerk, by _____, Deputy
(Secretario) _____ (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

J. Centeno

[SEAL]



NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
4. ☐ by personal delivery on (date):

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

CASEY ADLER and CODY URQUHART, on
behalf of the State of California in Plaintiffs'
representative capacity as private attorneys
general,

Plaintiffs,

v.

VOLUME SERVICES, INC., a Delaware
corporation; SODEXO, INC., a Delaware
corporation; and DOES 1-50, Inclusive,

Defendants.

ELECTRONICALLY FILED
Superior Court of California,
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Clerk of the Superior Court

By J. Centeno ,Deputy Clerk

Case No: 25CU046642N

REPRESENTATIVE ACTION
COMPLAINT FOR:

1) VIOLATIONS OF THE PRIVATE
ATTORNEYS GENERAL ACT [LABOR
CODE §§ 2698 ET SEQ.]

1 PLAINTIFFS CASEY ADLER (“Plaintiff Adler”) and CODY URQUHART (“Plaintiff
2 Urquhart”) (hereinafter collectively, “PLAINTIFFS”), individuals, in PLAINTIFFS’ representative
3 capacity and on behalf of PLAINTIFFS, the people of the State of California, and as an “aggrieved
4 employee” acting as a private attorney general under the Labor Code Private Attorney General Act
5 of 2004, Section 2699, *et seq.* (“PAGA”) only, allege on information and belief, except for
6 PLAINTIFFS’ own acts and knowledge which are based on personal knowledge, the following:

7 **INTRODUCTION**

8 1. PLAINTIFFS bring this action against Defendant VOLUME SERVICES, INC.
9 (“Defendant Volume Services”) and Defendant SODEXO, INC. (“Defendant Sodexo”)
10 (collectively, “DEFENDANTS”) seeking only to recover PAGA civil penalties on behalf of all
11 current and former aggrieved employees who worked for DEFENDANTS. PLAINTIFFS do **not**
12 **seek to recover anything other than penalties as permitted by California Labor Code Section**
13 **2699**. To the extent that statutory violations are mentioned for wage violations, PLAINTIFFS do
14 not seek underlying general and/or special damages for those violations, but simply the civil
15 penalties permitted by California Labor Code Section 2699.

16 2. California has enacted the PAGA which permits PLAINTIFFS to bring an action on
17 behalf of PLAINTIFFS and on behalf of others for PAGA penalties *only*, which is the precise and
18 sole nature of this action.

19 3. Accordingly, PLAINTIFFS seek to obtain all applicable relief for DEFENDANTS’
20 violations under PAGA and solely for the relief as permitted by PAGA that is, penalties and any
21 other relief the Court deems proper pursuant to PAGA. Nothing in this complaint should be
22 constructed as attempting to obtain any relief that would not be available in a PAGA- only action.

23 4. PLAINTIFFS bring this representative action pursuant to PAGA on behalf of the
24 Labor and Workforce Development Agency (“LWDA”) and other current and former aggrieved
25 employees of DEFENDANTS for engaging in a pattern and practice of wage and hour violations
26 under the California Labor Code.

5. PLAINTIFFS are informed and believe, and thereon allege, that DEFENDANTS decreased their employment-related costs by systematically violating California wage and hour laws.

6. DEFENDANTS' systematic pattern of wage and hour and Industrial Welfare Commission ("IWC") Wage Order violations toward PLAINTIFFS and other aggrieved employees in California include, *inter alia*:

- a. Failure to provide compliant meal and rest periods;
- b. Failure to allow employees to take duty-free meal and rest periods;
- c. Failure to pay all minimum, sick pay, regular and overtime wages;
- d. Failure to correctly calculate the regular rate of pay;
- e. Failure to pay within seven (7) days of the close of payroll;
- f. Failure to pay for all hours worked;
- g. Failure to maintain true and accurate records;
- h. Failure to reimburse for required business expenses;
- i. Failure to pay statutory gratuities;
- j. Failure to permit inspection of employee records;
- k. Failure to provide accurate itemized wage statements; and
- l. Failure to timely pay wages due during, and upon termination of employment.

7. PLAINTIFFS reserve the right to name additional representatives throughout the State of California.

THE PARTIES

8. Defendant VOLUME SERVICES, INC. (“Defendant Volume Services”) is a Delaware corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

9. Defendant SODEXO, INC. (“Defendant Sodexo”) is a Delaware corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

1 10. Defendant Volume Services and Defendant Sodexo were the joint employers of
2 PLAINTIFFS and the AGGRIEVED EMPLOYEES as evidenced by the documents issued to
3 PLAINTIFFS and the AGGRIEVED EMPLOYEES, by the company PLAINTIFFS and the
4 AGGRIEVED EMPLOYEES performed work for respectively, and as these entities each exerted
5 control over the hours, wages and/or working conditions of PLAINTIFFS and the AGGRIEVED
6 EMPLOYEES. Therefore, Defendant Volume Services and Defendant Sodexo are jointly
7 responsible as employers for the conduct alleged herein as “DEFENDANTS.”

8 11. DEFENDANTS own and operate a food and beverage service provider company in
9 California, including in the County of San Diego.

10 12. Plaintiff Adler has been employed by DEFENDANTS in California since 2016, as
11 a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest
12 periods and payment of minimum and overtime wages due for all time worked.

13 13. Plaintiff Urquhart has been employed by DEFENDANTS in California since April
14 of 2021, as a non-exempt employee, paid on an hourly basis, and entitled to the legally required
15 meal and rest periods and payment of minimum and overtime wages due for all time worked.

16 14. PLAINTIFFS, and such persons who may be added from time to time who satisfy
17 the requirements and exhaust the administrative procedures under the PAGA, bring this
18 Representative Action on behalf of the State of California with respect to PLAINTIFFS and all
19 individuals who are or previously were employed by Defendant Volume Services and/or Defendant
20 Sodexo in California and classified as non-exempt employees (“AGGRIEVED EMPLOYEES”)
21 during the time period of June 26, 2024, and the present (“PAGA PERIOD”).

22 15. PLAINTIFFS are “AGGRIEVED EMPLOYEES” within the meaning of Labor
23 Code Section 2699(c) because PLAINTIFFS are employed by DEFENDANTS and personally
24 suffered each of the alleged Labor Code violations committed by DEFENDANTS.

25 16. PLAINTIFFS and all other AGGRIEVED EMPLOYEES are, and at all relevant
26 times were, employees of DEFENDANTS, within the meanings set forth in the California Labor
27 Code and the applicable IWC Wage Order.
28

17. Each of the fictitiously named defendants participated in the acts alleged in this Complaint. The true names and capacities of the Defendants named as DOES 1 THROUGH 50, inclusive, are presently unknown to PLAINTIFFS. PLAINTIFFS will amend this Complaint, setting forth the true names and capacities of these fictitiously named Defendants when their true names are ascertained. PLAINTIFFS are informed and believe, and on that basis allege, that each of the fictitious Defendants have participated in the acts alleged in this Complaint.

18. DEFENDANTS, including DOES 1 THROUGH 50 (hereinafter collectively “DEFENDANTS”), are PLAINTIFFS’ employers or persons acting on behalf of PLAINTIFFS’ employer, within the meaning of California Labor Code Section 558, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any order of the IWC and, as such, are subject to civil penalties for each underpaid employee, as set forth in Labor Code Section 558, at all relevant times.

19. DEFENDANTS are PLAINTIFFS' employer or persons acting on behalf of PLAINTIFFS' employer either individually or as an officer, agent, or employee of another person, within the meaning of California Labor Code Section 1197.1, who paid or caused to be paid to any employee a wage less than the minimum fixed by California state law, and as such, are subject to civil penalties for each underpaid employee.

JURISDICTION AND VENUE

20. This Court has jurisdiction over this Action pursuant to California Code of Civil Procedure, Section 410.10 and California Business and Professions Code, Section 17203. This Court has jurisdiction over AGGRIEVED EMPLOYEES' claims for civil penalties under the Private Attorney General Act of 2004, California Labor Code Section 2698, *et seq.*

21. Venue is proper in this Court pursuant to California Code of Civil Procedure, Sections 395 and 395.5, because DEFENDANTS (i) currently maintain and at all relevant times maintained offices and facilities in this County and/or conduct substantial business in this County, and (ii) committed the wrongful conduct herein alleged in this County against AGGRIEVED EMPLOYEES.

/ / /

THE CONDUCT

22. In violation of the applicable sections of the California Labor Code and the requirements of the IWC Wage Order, DEFENDANTS as a matter of company policy, practice, and procedure, intentionally, knowingly, and systematically failed to provide legally compliant meal and rest periods, failed to accurately compensate PLAINTIFFS and AGGRIEVED EMPLOYEES for missed meal and rest periods, failed to pay PLAINTIFFS and AGGRIEVED EMPLOYEES for all time worked, failed to compensate PLAINTIFFS and AGGRIEVED EMPLOYEES for off-the-clock work, failed to pay PLAINTIFFS and AGGRIEVED EMPLOYEES overtime at the correct regular rate of pay, failed to compensate PLAINTIFFS and AGGRIEVED EMPLOYEES meal rest premiums at the regular rate, failed to reimburse PLAINTIFFS and other AGGRIEVED EMPLOYEES for business expenses, and knowingly and intentionally failed to issue to PLAINTIFFS and AGGRIEVED EMPLOYEES accurate itemized wage statements showing, among other things, all applicable hourly rates in effect during the pay periods and the corresponding amount of time worked at each hourly rate. DEFENDANTS' uniform policies and practices are intended to purposefully avoid the accurate and full payment for all time worked as required by California law which allows DEFENDANTS to illegally profit and gain an unfair advantage over competitors who comply with the law. To the extent equitable tolling operates to toll claims by the AGGRIEVED EMPLOYEES against DEFENDANTS, the PAGA PERIOD should be adjusted accordingly.

A. Meal Period Violations

23. Pursuant to the IWC Wage Orders, DEFENDANTS were required to pay PLAINTIFFS and AGGRIEVED EMPLOYEES for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. From time to time during the PAGA PERIOD, DEFENDANTS required PLAINTIFFS and AGGRIEVED EMPLOYEES to work without paying them for all the time they were under DEFENDANTS' control. According to PLAINTIFFS' testimony, DEFENDANTS required PLAINTIFFS and AGGRIEVED EMPLOYEES to work while clocked out during what were supposed to be their off-duty meal breaks. Indeed, there were many days

1 where PLAINTIFFS did not even receive a partial lunch. As a result, the PLAINTIFFS and other
2 AGGRIEVED EMPLOYEES forfeited minimum wage and overtime compensation by regularly
3 working without their time being accurately recorded and without compensation at the applicable
4 minimum wage and overtime rates. DEFENDANTS' uniform policy and practice not to pay
5 PLAINTIFFS and other AGGRIEVED EMPLOYEES for all time worked is evidenced by
6 DEFENDANTS' business records.

7 24. During the PAGA PERIOD, as a result of their rigorous work schedules and
8 DEFENDANTS' inadequate staffing practices, PLAINTIFFS and other AGGRIEVED
9 EMPLOYEES were from time to time unable to take thirty (30) minute off-duty meal breaks and
10 were not fully relieved of duty for their meal periods. PLAINTIFFS and other AGGRIEVED
11 EMPLOYEES were from time to time required to perform work as ordered by DEFENDANTS for
12 more than five (5) hours during some shifts without receiving a meal break. Further, from time to
13 time DEFENDANTS failed to provide PLAINTIFFS and AGGRIEVED EMPLOYEES with a
14 second off-duty meal period for some workdays in which DEFENDANTS require these employees
15 to work ten (10) hours of work. The nature of the work performed by PLAINTIFFS and other
16 AGGRIEVED EMPLOYEES does not qualify for the limited and narrowly construed "on-duty"
17 meal period exception. When they were provided with meal periods, PLAINTIFFS and other
18 AGGRIEVED EMPLOYEES were, from time to time, required to remain on premises, on duty and
19 on call. DEFENDANTS' failure to provide PLAINTIFFS and the AGGRIEVED EMPLOYEES
20 with legally required meal breaks is evidenced by DEFENDANTS' business records, including
21 PLAINTIFFS' wage statements evidencing DEFENDANTS' failure to compensate PLAINTIFFS
22 with required meal period premiums. PLAINTIFFS and AGGRIEVED EMPLOYEES therefore
23 forfeit meal breaks without additional compensation and in accordance with DEFENDANTS' strict
24 corporate policy and practice.

25 **B. Rest Period Violations**

26 25. During the PAGA PERIOD, PLAINTIFFS and other AGGRIEVED EMPLOYEES
27 were from time to time also required to work in excess of four (4) hours without being provided ten
28 (10) minute rest periods as a result of their rigorous work requirements and DEFENDANTS'

1 inadequate staffing. Further, for the same reasons, these employees were from time to time denied
2 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four
3 (4) hours, denied from time to time a first and second rest period of at least ten (10) minutes for
4 some shifts worked of between six (6) and eight (8) hours, and denied from time to time a first,
5 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or
6 more. According to Plaintiff Urquhart's testimony, PLAINTIFFS and other AGGRIEVED
7 EMPLOYEES were denied rest breaks and not compensated with rest period premiums. When
8 they were provided with rest breaks, PLAINTIFFS and other AGGRIEVED EMPLOYEES were,
9 from time to time, required to remain on premises, on duty and/or on call. PLAINTIFFS and other
10 AGGRIEVED EMPLOYEES were also not provided with one-hour wages *in lieu* thereof. As a
11 result of their rigorous work schedules and DEFENDANTS' inadequate staffing, PLAINTIFFS and
12 other AGGRIEVED EMPLOYEES were from time to time denied their proper rest periods by
13 DEFENDANTS and DEFENDANTS' managers.

14 **C. Unreimbursed Business Expenses**

15 26. DEFENDANTS as a matter of corporate policy, practice, and procedure,
16 intentionally, knowingly, and systematically failed to reimburse and indemnify PLAINTIFFS and
17 other AGGRIEVED EMPLOYEES for required business expenses incurred by PLAINTIFFS and
18 other AGGRIEVED EMPLOYEES in direct consequence of discharging their duties on behalf of
19 DEFENDANTS. Under California Labor Code Section 2802, employers are required to indemnify
20 employees for all expenses incurred in the course and scope of their employment. California Labor
21 Code Section 2802 expressly states that "an employer shall indemnify his or her employee for all
22 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
23 of his or her duties, or of his or her obedience to the directions of the employer, even though
24 unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful."

25 27. In the course of their employment, DEFENDANTS required PLAINTIFFS and
26 other AGGRIEVED EMPLOYEES to incur personal expenses as a result of and in furtherance of
27 their job duties for the use of their personal cell phones and vehicles. Specifically, PLAINTIFFS
28 and other AGGRIEVED EMPLOYEES were required to use their own cell phones and vehicles in

1 order to perform work related tasks. According to Plaintiff Adler's testimony, DEFENDANTS
2 required PLAINTIFFS and other AGGRIEVED EMPLOYEES to use their personal vehicles to
3 receive daily parking passes, park at an off-site lot, and walk back to the facility before
4 DEFENDANTS permitted them to clock in. However, DEFENDANTS unlawfully failed to
5 reimburse PLAINTIFFS and other AGGRIEVED EMPLOYEES for the personal expenses incurred
6 for the use of their personal cell phones and vehicles. As a result, in the course of their employment
7 with DEFENDANTS, PLAINTIFFS and other AGGRIEVED EMPLOYEES incurred
8 unreimbursed business expenses that included, but were not limited to, costs related to the use of
9 their personal cell phones and vehicles, all on behalf of and for the benefit of DEFENDANTS.

10 **D. Wage Statement Violations**

11 28. California Labor Code Section 226 requires an employer to furnish its employees an
12 accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours
13 worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions,
14 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
15 name of the employee and only the last four digits of the employee's social security number or an
16 employee identification number other than a social security number, (8) the name and address of
17 the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay
18 period and the corresponding number of hours worked at each hourly rate by the employee.

19 29. From time to time during the PAGA PERIOD, when PLAINTIFFS and other
20 AGGRIEVED EMPLOYEES missed meal and rest breaks, or were paid inaccurately for missed
21 meal and rest period premiums, or were not paid for all hours worked, DEFENDANTS also failed
22 to provide PLAINTIFFS and other AGGRIEVED EMPLOYEES with complete and accurate wage
23 statements which failed to show, among other things, all deductions, the total hours worked and all
24 applicable hourly rates in effect during the pay period, and the corresponding amount of time
25 worked at each hourly rate, correct rates of pay for penalty payments or missed meal and rest
26 periods.

1 30. In addition to the foregoing, DEFENDANTS, from time to time, failed to provide
2 PLAINTIFFS and AGGRIEVED EMPLOYEES with wage statements that comply with California
3 Labor Code Section 226(a)(1)-(9).

4 31. As a result, DEFENDANTS issued PLAINTIFFS and AGGRIEVED EMPLOYEES
5 with wage statements that violate California Labor Code Section 226. Further, DEFENDANTS'
6 violations are knowing and intentional; they were not isolated due to an unintentional payroll error
7 due to clerical or inadvertent mistake.

8 **E. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations**

9 32. During the PAGA PERIOD, from time to time DEFENDANTS failed and continue
10 to fail to accurately pay PLAINTIFFS and AGGRIEVED EMPLOYEES for all hours worked.

11 33. During the PAGA PERIOD, from time to time DEFENDANTS required
12 PLAINTIFFS and AGGRIEVED EMPLOYEES to perform pre-shift or post-shift work, including
13 but not limited to sending and receiving work-related communications, preparing customer orders
14 before clocking in, waiting in line to clock in and out, and laundering workplace linens. This
15 resulted in PLAINTIFFS and AGGRIEVED EMPLOYEES having to work while off-the-clock.

16 34. DEFENDANTS directed and directly benefited from the undercompensated off-the-
17 clock work performed by PLAINTIFFS and the other AGGRIEVED EMPLOYEES.

18 35. DEFENDANTS controlled the work schedules, duties, protocols, applications,
19 assignments, and employment conditions of PLAINTIFFS and AGGRIEVED EMPLOYEES.

20 36. DEFENDANTS were able to track the amount of time PLAINTIFFS and
21 AGGRIEVED EMPLOYEES spent working; however, DEFENDANTS failed to document, track,
22 or pay PLAINTIFFS and AGGRIEVED EMPLOYEES all wages earned and owed for all the work
23 they performed.

24 37. PLAINTIFFS and AGGRIEVED EMPLOYEES were non-exempt employees,
25 subject to the requirements of the California Labor Code.

26 38. DEFENDANTS' policies and practices deprived PLAINTIFFS and other
27 AGGRIEVED EMPLOYEES of all minimum regular, overtime, and double time wages owed for
28 the off-the-clock work activities. Because PLAINTIFFS and AGGRIEVED EMPLOYEES

1 typically worked over forty (40) hours in a workweek, and more than eight (8) hours per day,
2 DEFENDANTS' policies and practices also deprived them of overtime pay.

3 39. DEFENDANTS knew or should have known that PLAINTIFFS and AGGRIEVED
4 EMPLOYEES' off-the-clock work was compensable under the law.

5 40. As a result, PLAINTIFFS and AGGRIEVED EMPLOYEES forfeited wages due to
6 them for all hours worked at DEFENDANTS' direction, control, and benefit for the time spent
7 working while off-the-clock. DEFENDANTS' uniform policy and practice to not pay
8 PLAINTIFFS and AGGRIEVED EMPLOYEES wages for all hours worked in accordance with
9 applicable law is evidenced by DEFENDANTS' business records.

10 **F. Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums, and**
11 **Redeemed Sick Pay**

12 41. From time to time during the PAGA PERIOD, DEFENDANTS failed and continues
13 to fail to accurately calculate and pay PLAINTIFFS and other AGGRIEVED EMPLOYEES for
14 their overtime and double time hours worked, meal and rest period premiums, and redeemed sick
15 pay. As a result, PLAINTIFFS and other AGGRIEVED EMPLOYEES forfeited wages due to them
16 for working overtime without compensation at the correct overtime and double time rates, meal and
17 rest period premiums, and redeemed sick pay rates. DEFENDANTS' uniform policy and practice
18 not to pay PLAINTIFFS and AGGRIEVED EMPLOYEES at the correct rate for all overtime and
19 double time worked, meal and rest period premiums, and redeemed sick pay in accordance with
20 applicable law is evidenced by DEFENDANTS' business records.

21 42. State law provides that employees must be paid overtime at one-and-one-half times
22 their "regular rate of pay." (Cal. Lab. Code § 510.) PLAINTIFFS and other AGGRIEVED
23 EMPLOYEES were compensated at an hourly rate plus incentive pay that was tied to specific
24 elements of an employee's performance.

25 43. The second component of PLAINTIFFS' and other AGGRIEVED EMPLOYEES'
26 compensation was DEFENDANTS' non-discretionary incentive program that paid PLAINTIFFS
27 and other AGGRIEVED EMPLOYEES' incentive wages based on their performance for
28 DEFENDANTS. The non-discretionary bonus program provided all employees paid on an hourly

1 basis with bonus compensation when the employees met the various performance goals set by
2 DEFENDANTS.

3 44. From time to time, when calculating the regular rate of pay, in those pay periods
4 where PLAINTIFFS and other AGGRIEVED EMPLOYEES worked overtime, double time, paid
5 meal and rest period premium payments, and/or redeemed sick pay, and earned non-discretionary
6 bonus, DEFENDANTS failed to accurately include the non-discretionary bonus compensation as
7 part of the employees' "regular rate of pay" and/or calculated all hours worked rather than just all
8 non-overtime hours worked. Management and supervisors described the incentive/bonus program
9 to potential and new employees as part of the compensation package. As a matter of law, the
10 incentive compensation received by PLAINTIFFS and other AGGRIEVED EMPLOYEES must be
11 included in the "regular rate of pay." The failure to do so has resulted in a systematic underpayment
12 of overtime and double time compensation, meal and rest period premiums, and redeemed sick pay
13 to PLAINTIFFS and other AGGRIEVED EMPLOYEES by DEFENDANTS. Specifically,
14 California Labor Code Section 246 mandates that paid sick time for non-exempt employees shall
15 be calculated in the same manner as the regular rate of pay for the workweek in which the non-
16 exempt employee uses paid sick time, whether or not the employee actually works overtime in that
17 workweek. DEFENDANTS' conduct, as articulated herein, by failing to include the incentive
18 compensation as part of the "regular rate of pay" for purposes of sick pay compensation was in
19 violation of California Labor Code Section 246 the underpayment of which is recoverable under
20 California Labor Code Sections 201, 202, 203 and/or 204.

21 45. In violation of the applicable sections of the California Labor Code and the
22 requirements of the IWC Wage Order, DEFENDANTS as a matter of company policy, practice,
23 and procedure, intentionally and knowingly failed to compensate PLAINTIFFS and AGGRIEVED
24 EMPLOYEES at the correct rate of pay for all overtime and double time worked, meal and rest
25 period premiums, and sick pay. This uniform policy and practice of DEFENDANTS is intended to
26 purposefully avoid the payment of the correct overtime and double time compensation, meal and
27 rest period premiums, and sick pay as required by California law which allowed DEFENDANTS
28 to illegally profit and gain an unfair advantage over competitors who complied with the law. To

1 the extent equitable tolling operates to toll claims by AGGRIEVED EMPLOYEES against
2 DEFENDANTS, the PAGA PERIOD should be adjusted accordingly.

3 **G. Sick Pay Violations**

4 46. California Labor Code Section 246 (a)(1) mandates that “An employee who, on or
5 after July 1, 2015, works in California for the same employer for 30 or more days within a year
6 from the commencement of employment is entitled to paid sick days as specified in this section.”
7 Further, California Labor Code Sections 246(b)-(d) provide for the sick day accrual requirements.
8 From time to time, DEFENDANTS failed to have a policy or practice in place that provided
9 PLAINTIFFS and AGGRIEVED EMPLOYEES with sick days and/or paid sick leave. As of
10 January 1, 2024, DEFENDANTS failed to adhere to the law in that they failed to provide and allow
11 employees to use at least forty hours or five days of paid sick leave per year.

12 47. California Labor Code Section 246(i) requires an employer to furnish its employees
13 with written wage statements setting forth the amount of paid sick leave available. From time to
14 time, DEFENDANTS violated California Labor Code Section 246 by failing to furnish
15 PLAINTIFFS and AGGRIEVED EMPLOYEES with wage statements setting forth the amount of
16 paid sick leave available.

17 **H. Violations for Untimely Payment of Wages**

18 48. Pursuant to California Labor Code section 204, PLAINTIFFS and AGGRIEVED
19 EMPLOYEES were entitled to timely payment of wages during their employment. PLAINTIFFS
20 and AGGRIEVED EMPLOYEES, from time to time, did not receive payment of all wages,
21 including, but not limited to, overtime wages, minimum wages, meal period premium wages, and
22 rest period premium wages within the permissible time period.

23 49. Pursuant to California Labor Code Section 201, “If an employer discharges an
24 employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”
25 Pursuant to California Labor Code Section 202, if an employee quits his or her employment, “his
26 or her wages shall become due and payable not later than 72 hours thereafter, unless the employee
27 has given 72 hours previous notice of his or her intention to quit, in which case the employee is
28 entitled to his or her wages at the time of quitting.” PLAINTIFFS and AGGRIEVED EMPLOYEES

1 were, from time to time, not timely provided the wages earned and unpaid at the time of their
2 discharge and/or at the time of quitting, in violation of California Labor Code Sections 201 and
3 202. Further, DEFENDANTS' violations are willful and intentional; they were not isolated due to
4 an unintentional payroll error due to clerical or inadvertent mistake.

5 50. As such, PLAINTIFFS demand up to thirty days of pay as penalty for not timely
6 paying all wages due at time of termination for all AGGRIEVED EMPLOYEES whose
7 employment ended during the PAGA PERIOD.

8 **I. Unlawful Deductions**

9 51. DEFENDANTS, from time to time unlawfully deducted wages from PLAINTIFFS'
10 and AGGRIEVED EMPLOYEES' pay without explanations and without authorization to do so or
11 notice to PLAINTIFFS and AGGRIEVED EMPLOYEES. As a result, DEFENDANTS violated
12 Labor Code Section 221.

13 **J. Unlawful Rounding Practices**

14 52. During the PAGA PERIOD, DEFENDANTS did not have in place an immutable
15 timekeeping system to accurately record and pay PLAINTIFFS and other AGGRIEVED
16 EMPLOYEES for the actual time these employees worked each day, including overtime hours.
17 Specifically, DEFENDANTS had in place an unlawful rounding policy and practice that resulted
18 in PLAINTIFFS and AGGRIEVED EMPLOYEES being undercompensated for all of their time
19 worked. As a result, DEFENDANTS were able to and did in fact unlawfully, and unilaterally round
20 the time recorded in DEFENDANTS' timekeeping system for PLAINTIFFS and AGGRIEVED
21 EMPLOYEES in order to avoid paying these employees for all their time worked, including the
22 applicable overtime compensation for overtime worked. As a result, PLAINTIFFS and other
23 AGGRIEVED EMPLOYEES, from time to time, forfeited compensation for their time worked by
24 working without their time being accurately recorded and without compensation at the applicable
25 overtime rates.

26 53. Further, the mutability of DEFENDANTS' timekeeping system and unlawful
27 rounding policy and practice resulted in PLAINTIFFS' and AGGRIEVED EMPLOYEES' time
28 being inaccurately recorded. As a result, from time to time, DEFENDANTS' unlawful rounding

1 policy and practice caused PLAINTIFFS and AGGRIEVED EMPLOYEES to perform work as
2 ordered by DEFENDANTS for more than five (5) hours during a shift without receiving an off-
3 duty meal break.

4 **K. Timekeeping Manipulation**

5 54. During the PAGA PERIOD, DEFENDANTS, from time to time, did not have an
6 immutable timekeeping system to accurately record and pay PLAINTIFFS and AGGRIEVED
7 EMPLOYEES for the actual time PLAINTIFFS and AGGRIEVED EMPLOYEES worked each
8 day, including regular time, overtime hours, sick pay, meal and rest breaks. For example,
9 DEFENDANTS would manipulate PLAINTIFFS' and AGGRIEVED EMPLOYEES' time records
10 to create the appearance of compliant meal periods to avoid compensating PLAINTIFF and other
11 AGGRIEVED EMPLOYEES with mandatory meal premium payments. As a result,
12 DEFENDANTS was able to and did in fact, unlawfully, and unilaterally alter the time recorded in
13 DEFENDANTS' timekeeping system for PLAINTIFFS and AGGRIEVED EMPLOYEES in order
14 to avoid paying these employees for all hours worked, applicable overtime compensation,
15 applicable sick pay, missed meal breaks and missed rest break.

16 55. As a result, PLAINTIFFS and AGGRIEVED EMPLOYEES, from time to time,
17 forfeited time worked by working without their time being accurately recorded and without
18 compensation at the applicable pay rates.

19 56. The mutability of the timekeeping system also allowed DEFENDANTS to alter
20 employee time records by recording fictitious thirty (30) minute meal breaks in DEFENDANTS'
21 timekeeping system so as to create the appearance that PLAINTIFFS and AGGRIEVED
22 EMPLOYEES clocked out for thirty (30) minute meal breaks when in fact the employees were not
23 at all times provided an off-duty meal break. This practice is a direct result of DEFENDANTS'
24 uniform policy and practice of denying employees uninterrupted thirty (30) minute off-duty meal
25 breaks each day or otherwise compensating them for missed meal breaks.

26 57. As a result, PLAINTIFFS and AGGRIEVED EMPLOYEES forfeited wages due to
27 them for all hours worked at DEFENDANTS' direction, control and benefit for the time the
28 timekeeping system was inoperable. DEFENDANTS' uniform policy and practice to not pay

1 PLAINTIFFS and AGGRIEVED EMPLOYEES wages for all hours worked in accordance with
2 applicable law is evidenced by DEFENDANTS' business records.

3 **L. Tip Pooling**

4 58. During the PAGA PERIOD, pursuant to DEFENDANTS' company policies and
5 practices, PLAINTIFFS and other AGGRIEVED EMPLOYEES were forced to forfeit gratuities
6 left for them by customers to DEFENDANTS' agents who provided no service to the customers
7 that resulted in the gratuity.

8 59. During the PAGA PERIOD, PLAINTIFFS and other AGGRIEVED EMPLOYEES
9 were in the "chain of service" and earned gratuities based on their service for their customers.
10 However, PLAINTIFFS and AGGRIEVED EMPLOYEES were forced to forfeit portions of their
11 gratuities, which said gratuities were kept by DEFENDANTS' employees who were not in the
12 chain of service from which the gratuity resulted. PLAINTIFFS' and AGGRIEVED
13 EMPLOYEES' tips were also disproportionately distributed by DEFENDANTS. PLAINTIFFS
14 and other AGGRIEVED EMPLOYEES contend that any gratuities kept by DEFENDANTS' non-
15 service employees were illegal and in violation of California law because PLAINTIFFS and other
16 AGGRIEVED EMPLOYEES provided the service for to whom the gratuity should have been paid.

17 60. California Labor Code Section 351 establishes the requirements for an employer
18 regarding the payment of gratuities. Specifically, gratuities are the sole property of the employees.
19 California Labor Code Section 351 expressly prohibits employers and their agents from collecting,
20 taking, or receiving any portion of a gratuity. California Labor Code § 350(e) defines the term
21 "gratuity" as including any money that has been paid or given or left for an employee by a patron
22 of a business over and above the actual amount due the business for services rendered or for goods,
23 food, drink or articles sold or served to such patron. Labor Code § 353 requires employers to keep
24 accurate records of all gratuities they receive, directly or indirectly.

25 61. Although tip pooling is not expressly prohibited by the Labor Code, employees who
26 mandate tip pooling must only distribute pooled tips to employees in the "chain of service." By
27 distributing tips to employees who were not in the "chain of service," DEFENDANTS have
28 violated and continue to violate the legal requirements for handling pooled tips.

1 **M. Failure to Provide Personnel Files**

2 62. On May 19, 2025, PLAINTIFFS caused written requests via certified mail to be
3 delivered to DEFENDANTS for PLAINTIFFS' personnel and employment records, including
4 but not limited to: (1) payroll records; (2) employment contracts; (3) itemized pay stubs; and (4)
5 PLAINTIFFS' complete employment files.

6 63. DEFENDANTS failed to provide and/or make available to PLAINTIFFS their
7 personnel records, payroll records, employment contract, and entire employment files within thirty
8 (30) days of their requests stated above. In fact, as of the date of filing of this complaint,
9 DEFENDANTS have still failed to pay PLAINTIFFS the statutory penalty in the amount of \$750.
10 DEFENDANTS violated California Labor Code Section 1198.5 by failing to respond and provide
11 PLAINTIFFS with their employment files. Section 1198.5 states that employees (and former
12 employees) have the right to inspect personnel records maintained by the employer "related to the
13 employee's performance or to any grievance concerning the employee." Employers must allow
14 inspection or copying within thirty (30) days of the request. PLAINTIFFS are now entitled to and
15 request injunctive relief to obtain compliance with California Labor Code Section 1198.5, a
16 statutory penalty, and an award of attorneys' fees and costs for bringing this action.

17 64. Specifically, as to PLAINTIFFS, PLAINTIFFS were from time to time unable to
18 take off-duty meal and rest breaks and were not fully relieved of duty for PLAINTIFFS' rest and
19 meal periods. PLAINTIFFS were required to perform work as ordered by DEFENDANTS for more
20 than five (5) hours during a shift without receiving an off-duty meal break. Further, DEFENDANTS
21 failed to provide PLAINTIFFS with a second off-duty meal period each workday in which
22 DEFENDANTS required PLAINTIFFS to work ten (10) hours of work. When DEFENDANTS
23 provided PLAINTIFFS with a rest break, they required PLAINTIFFS to remain on premises, on-
24 duty and on-call for the rest breaks. DEFENDANTS' policy caused PLAINTIFFS to remain on
25 premises, on-call and on-duty during what were supposed to be PLAINTIFFS' off-duty meal
26 periods. PLAINTIFFS therefore forfeited meal and rest breaks without additional compensation
27 and in accordance with DEFENDANTS' strict corporate policy and practice. Moreover,
28 DEFENDANTS also provided PLAINTIFFS with paystubs that failed to comply with California

1 Labor Code Section 226. Further, DEFENDANTS also failed to reimburse PLAINTIFFS for
2 required business expenses related to the personal expenses incurred for the use of PLAINTIFFS'
3 personal cell phones and personal vehicles, on behalf of and in furtherance of PLAINTIFFS'
4 employment with DEFENDANTS. Additionally, DEFENDANTS failed to provide and/or make
5 available to PLAINTIFFS their personnel records, payroll records, employment contracts, and
6 entire employment files within (30) days of their requests on May 19, 2025. To date,
7 DEFENDANTS have not fully paid PLAINTIFFS the minimum, overtime and double time
8 compensation still owed to PLAINTIFFS or any penalty wages owed to PLAINTIFFS under
9 California Labor Code Section 203. The amount in controversy for PLAINTIFFS individually do
10 not exceed the sum or value of \$75,000.

11 **FIRST CAUSE OF ACTION**

12 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

13 **(Cal. Lab. Code §§2698 *et seq.*)**

14 **(Alleged by PLAINTIFFS against all DEFENDANTS)**

15 65. PLAINTIFFS reallege and incorporate by this reference, as though fully set forth
16 herein, the prior paragraphs of this Complaint.

17 66. PAGA is a mechanism by which the State of California itself can enforce state labor
18 laws through the employee suing under the PAGA who do so as the proxy or agent of the state's
19 labor law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally
20 a law enforcement action designed to protect the public and not to benefit private parties. The
21 purpose of the PAGA is not to recover damages or restitution, but to create a means of "deputizing"
22 citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California
23 Legislature specified that "it was ... in the public interest to allow aggrieved employees, acting as
24 private attorneys general to recover civil penalties for Labor Code violations ..." (Stats. 2003, ch.
25 906, § 1.) Accordingly, PAGA claims cannot be subject to arbitration.

26 67. At all relevant times, for the reasons described herein and others, PLAINTIFFS and
27 AGGRIEVED EMPLOYEES were aggrieved employees of DEFENDANTS within the meaning
28 of Labor Code Section 2699(c).

1 68. Labor Code Sections 2699(a) and (k) authorize an AGGRIEVED EMPLOYEE, like
2 PLAINTIFFS, on behalf of PLAINTIFFS and other current or former employees, to bring a civil
3 action to recover civil penalties pursuant to the procedures specified in Labor Code Section 2699.3

4 69. Plaintiff Adler complied with the procedures for bringing suit specified in Labor
5 Code Section 2699.3. By certified letter, return receipt requested, dated June 26, 2025, Plaintiff
6 Adler gave written notice to the Labor and Workforce Development Agency (“LWDA”) and to
7 DEFENDANTS of the specific provisions of the Labor Code alleged to have been violated,
8 including the facts and theories to support the alleged violations. (See Exhibit #1.)

9 70. Plaintiff Urquhart complied with the procedures for bringing suit specified in Labor
10 Code Section 2699.3. By certified letter, return receipt requested, dated June 26, 2025, Plaintiff
11 Urquhart gave written notice to the Labor and Workforce Development Agency (“LWDA”) and
12 to DEFENDANTS of the specific provisions of the Labor Code alleged to have been violated,
13 including the facts and theories to support the alleged violations. (See Exhibit #2.)

14 71. As of the date of this complaint, more than sixty-five (65) days after serving the
15 LWDA with notice of DEFENDANTS’ violations, the LWDA has not provided any notice by
16 certified mail of its intent to investigate DEFENDANTS’ alleged violations as mandated by Labor
17 Code Section 2699.3(a)(2)(A). Accordingly, pursuant to Labor Code Section 2699.3(a)(2)(A),
18 PLAINTIFFS may commence and is authorized to pursue this cause of action.

19 72. Pursuant to Labor Code Sections 2699(a) and (f), PLAINTIFFS and AGGRIEVED
20 EMPLOYEES are entitled to civil penalties for DEFENDANTS’ violations of Labor Code
21 Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 351,
22 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802 and 2804
23 in the following amounts:

24 a. For violation of Labor Code Sections 201, 202, 203, and 204, up to (\$200)
25 per AGGRIEVED EMPLOYEE per pay period [penalty per Labor Code
26 Section 2699(f)];

27 b. For violations of Labor Code Section 226(a), a civil penalty in the amount
28 of two hundred fifty dollars (\$250) for each AGGRIEVED EMPLOYEE for

any initial violation and one thousand dollars for each subsequent violation [penalty per Labor Code Section 226.3];

c. For violations of Labor Code Sections 204, a civil penalty in the amount of one hundred dollars (\$100) for each AGGRIEVED EMPLOYEE for any initial violation and two hundred dollars (\$200) for AGGRIEVED EMPLOYEE for each subsequent violation [penalty per Labor Code Section 210];

d. For violations of Labor Code Sections 226.7, 510 and 512, a civil penalty in the amount of fifty dollars (\$50) for each underpaid AGGRIEVED EMPLOYEE for the initial violation and one hundred dollars (\$100) for each underpaid AGGRIEVED EMPLOYEE for each subsequent violation [penalty per Labor Code Section 558];

e. For violations of Labor Code Section 1174(d), a civil penalty in the amount of five hundred (\$500) dollars for each AGGRIEVED EMPLOYEE [penalty per Labor Code Section 1174.5].

f. For violations of Labor Code Sections 1194, 1194.2, 1197, 1198 and 1199, a civil penalty in the amount of one hundred dollars (\$100) for each AGGRIEVED EMPLOYEE per pay period for the initial violation and two hundred dollars fifty (\$250) for each AGGRIEVED EMPLOYEE per pay period for each subsequent violation [penalty per Labor Code Section 1197.1].

73. For all provisions of the Labor Code for which civil penalty is not specifically provided, Labor Code Section 2699(f) imposes upon DEFENDANTS a penalty of up to two hundred dollars (\$200) for each AGGRIEVED EMPLOYEE per pay period. PLAINTIFFS and AGGRIEVED EMPLOYEES are entitled to an award of reasonable attorney's fees and costs in connection with their claims for civil penalties pursuant to Labor Code Section 2699(k)(1).

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EXHIBIT 1



Client #100401

June 26, 2025

Via Online Filing to LWDA and Certified Mail to Defendants

Labor and Workforce Development Agency

Online Filing

VOLUME SERVICES, INC.

c/o CSC – Lawyers Incorporating Service

2710 Gateway Oaks Drive, Suite 150N

Sacramento, CA 95833

Sent via Certified Mail and Return Receipt No. 9589 0710 5270 2308 6651 55

SODEXO, INC.

c/o Corporate Creations Network Inc.

7801 Folsom Boulevard, Suite 202

Sacramento, CA 95826

Sent via Certified Mail and Return Receipt No. 9589 0710 5270 2308 6651 62

Re: Notice of Violations of California Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 351, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, 2804, and Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant to California Labor Code Section 2699.5

Dear Sir/Madam:

This notice is being sent in compliance with California Labor Code Section 2699.3. Our offices represent Plaintiff CASEY ADLER (“Plaintiff”) and other aggrieved employees. Plaintiff has been employed by Defendant VOLUME SERVICES, INC. (“Defendant Volume Services”) and Defendant SODEXO, INC. (“Defendant Sodexo”) (hereinafter, collectively, “Defendants”) in California since 2016 as the head food expeditor and works at Defendants’ service location at 2301 Highland Avenue, Los Angeles, California 90068. Plaintiff is employed by Defendants as a non-exempt employee, paid on an hourly basis, and entitled to payment of all wages and the legally required meal and rest breaks.

Plaintiff alleges that within the past year, Plaintiff personally suffered violations of the following Labor Code Sections as a result of Defendants’ failure to pay Plaintiff for all time worked, provide Plaintiff with compliant meal periods, provide Plaintiff with compliant rest periods, provide Plaintiff with accurate itemized wage statements that facially comply with the requirements provided for in Labor Code Section 226, furnish wages to Plaintiff with the frequency as set forth under Labor Code Section 204, and reimburse Plaintiff for necessary business expenses pursuant to Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 351, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, and 2804. These violations are actionable under California Labor Code Section 2699.3.

The information below provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. If the agency needs any further information, please do not hesitate to ask.

Plaintiff seeks to represent a group of aggrieved employees defined as any person currently or formerly employed by Defendant Volume Services and/or Defendant Sodexo who performed work in California and against whom one or more of the alleged violations listed above were committed during the relevant claim period ("Aggrieved Employees"). Plaintiff believes this group to be comprised of all current and former non-exempt employees who performed work for Defendant Volume Services and/or Defendant Sodexo in California during the period beginning one year prior to the date of this Notice and continuing through the present.

In violation of the applicable sections of the California Labor Code and the requirements of the Industrial Welfare Commission ("IWC") Wage Order, Defendants as a matter of company policy, practice, and procedure, intentionally, knowingly, and systematically failed to provide legally compliant meal and rest periods, failed to accurately compensate Plaintiff and other Aggrieved Employees for missed meal and rest periods, failed to pay Plaintiff and other Aggrieved Employees for all time worked, failed to compensate Plaintiff and other Aggrieved Employees for off-the-clock work, failed to pay Plaintiff and other Aggrieved Employees overtime at the correct regular rate of pay, failed to compensate Plaintiff and other Aggrieved Employees meal and rest premiums at the regular rate of pay, failed to pay Plaintiff and other Aggrieved Employees redeemed sick pay at the regular rate of pay, failed to reimburse Plaintiff and other Aggrieved Employees for business expenses, and failed to issue to Plaintiff and other Aggrieved Employees accurate itemized wage statements showing, among other things, all applicable hourly rates in effect during the pay periods and the corresponding amount of time worked at each hourly rate. Defendants' uniform policies and practices are intended to purposefully avoid the accurate and full payment for all time worked as required by California law which allows Defendants to illegally profit and gain an unfair advantage over competitors who comply with the law.

Meal Period Violations: Pursuant to the Industrial Welfare Commission Wage Orders, Defendants were required to pay Plaintiff and the Aggrieved Employees for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. From time to time during the last year, Defendants required Plaintiff and other Aggrieved Employees to work without paying them for all the time they were under Defendants' control. Specifically, Defendants required Plaintiff to work while clocked out during what was supposed to be Plaintiff's off-duty meal break. Indeed, there were many days where Plaintiff did not even receive a partial lunch. **According to Plaintiff's testimony, Defendants instructed Plaintiff and other Aggrieved Employees to clock out for their meal breaks but continue to work off the clock.** As a result, Plaintiff and other Aggrieved Employees forfeited minimum wage and overtime compensation by regularly working without their time being accurately recorded and without compensation at the applicable minimum wage and overtime rates. Defendants' uniform policy and practice not to pay Plaintiff and other Aggrieved Employees for all time worked is evidenced by Defendants' business records.

During the last year, as a result of their rigorous work schedules and Defendants' inadequate staffing practices, Plaintiff and other Aggrieved Employees were from time to time unable to take

thirty (30) minute off duty meal breaks and were not fully relieved of duty for their meal periods. Plaintiff and other Aggrieved Employees were required to perform work as ordered by Defendants for more than five (5) hours during some shifts without receiving a meal break. Further, Defendants failed to provide Plaintiff and other Aggrieved Employees with a second off-duty meal period for some workdays in which these employees were required by Defendants to work ten (10) hours of work. The nature of the work performed by Plaintiff and other Aggrieved Employees does not qualify for the limited and narrowly construed “on-duty” meal period exception. When they were provided with meal periods, Plaintiff and other Aggrieved Employees were, from time to time, required to remain on duty and on call. Defendants’ failure to provide Plaintiff and other Aggrieved Employees with legally required meal breaks is evidenced by Defendants’ business records. As a result of their rigorous work schedules and Defendants’ inadequate staffing, Plaintiff and other Aggrieved Employees therefore forfeited meal breaks without additional compensation and in accordance with Defendants’ strict corporate policy and practice. **For example, as evidenced by Plaintiff’s time records below, Plaintiff was denied a compliant meal period during the pay period of April 23, 2025, to April 29, 2025, as Plaintiff’s meal period was late and interrupted. However, as evidenced by Plaintiff’s wage statement during this same pay period, Defendants failed to pay Plaintiff a meal period premium.**

Personal Information		Employer Information	
[REDACTED]		Volume Services, Inc.	
Emp#	[REDACTED]	1 Independence Pointe	
XXX-XX-	[REDACTED]	Suite 305	
[REDACTED]		Greenville, SC	
[REDACTED]		29615	

Earnings	Hours	Rate	Amount	Amount YTD
Reg Pay	15.70	18.0000	282.60	
Gratuity	.00	22.0700	22.07	
Gratuity	.00	51.6200	51.62	
CCardTip	.00	26.4200	26.42	
CCardTip	.00124	3100	124.31	
CCardTip	.00202	6900	202.69	
CCardTip	.00248	6300	248.63	
CCardTip	.00253	9200	253.92	

Rest Period Violations: From time to time during the past year, Plaintiff and other Aggrieved Employees were also required to work in excess of four (4) hours without being provided ten (10) minute rest periods as a result of their rigorous work requirements and Defendants’ inadequate staffing. Further, for the same reasons, these employees were from time to time denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, from time to time denied a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and from time to time denied and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more. When they were provided with rest breaks, Plaintiff and other Aggrieved Employees were, from time to time, required to remain on premises, on duty and/or on call, and not fully relieved of all duties. Plaintiff and other Aggrieved Employees were also not provided with one-hour wages in lieu thereof. As a result of their rigorous work schedules and Defendants’ inadequate staffing, Plaintiff and other Aggrieved Employees were from time to time denied their proper rest periods

by Defendants and Defendants' managers. **For example, during the pay period of April 23, 2025, to April 29, 2025, Plaintiff was denied at least one rest period. However, as evidenced by the example below, Defendants failed to pay Plaintiff a rest period premium.**

Personal Information		Employer Information	
		Volume Services, Inc.	
		1 Independence Pointe	
		Suite 305	
		Greenville, SC	
		29615	
Earnings	Hours	Rate	Amount YTD
Reg Pay	15.70	18.0000	282.60
Gratuity	.00	22.0700	22.07
Gratuity	.00	51.6200	51.62
CCardTip	.00	26.4200	26.42
CCardTip	.00124.3100		124.31
CCardTip	.00202.6900		202.69
CCardTip	.00248.6300		248.63
CCardTip	.00253.9200		253.92

Unreimbursed Business Expenses: Defendants as a matter of corporate policy, practice, and procedure, intentionally, knowingly, and systematically failed to reimburse and indemnify Plaintiff and other Aggrieved Employees for required business expenses incurred by Plaintiff and other Aggrieved Employees in direct consequence of discharging their duties on behalf of Defendants. Under California Labor Code Section 2802, employers are required to indemnify employees for all expenses incurred in the course and scope of their employment. California Labor Code Section 2802 expressly states that “an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her 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.”

Within the last year, in the course of their employment, Defendants required Plaintiff and other Aggrieved Employees to incur personal expenses as a result of and in furtherance of their job duties for the use of their personal cell phones and personal vehicles. Specifically, Plaintiff and other Aggrieved Employees were required to incur personal expenses for the use of their personal cell phones and personal vehicles in order to perform work related tasks. However, Defendants unlawfully failed to reimburse Plaintiff and other Aggrieved Employees for the personal expenses incurred for the use of their personal cell phones and personal vehicles. **According to Plaintiff's testimony, Defendants required Plaintiff and Aggrieved Employees to use their personal vehicles to receive daily parking passes, park at an off-site lot, and walk back to the facility before being permitted to clock in.** As a result, in the course of their employment with Defendants, Plaintiff and other Aggrieved Employees incurred unreimbursed business expenses that included, but were not limited to, costs related to the personal expenses incurred for the use of their personal cell phones and personal vehicles, all on behalf of and for the benefit of Defendants. **For example, during the pay period of April 23, 2025, to April 29, 2025, Defendants required Plaintiff to use Plaintiff's personal cell phone and personal vehicle.**

However, as evidenced by the example below, Defendants failed to reimburse Plaintiff for the use of Plaintiff's personal cell phone and personal vehicle.

Personal Information		Employer Information	
		Volume Services, Inc.	
		1 Independence Pointe	
		Suite 305	
		Greenville, SC	
		29615	
Earnings	Hours	Rate	Amount
			YTD
Reg Pay	15.70	18.0000	282.60
Gratuity	.00	22.0700	22.07
Gratuity	.00	51.6200	51.62
CCardTip	.00	26.4200	26.42
CCardTip	.00	124.3100	124.31
CCardTip	.00	202.6900	202.69
CCardTip	.00	248.6300	248.63
CCardTip	.00	253.9200	253.92

Wage Statement Violations: California Labor Code Section 226 requires an employer to furnish its employees and accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions, (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 the employee's social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. From time to time during the last year, when Plaintiff and other Aggrieved Employees missed meal and rest breaks, or were paid inaccurately for missed meal and rest period premiums, or were not paid for all hours worked, Defendants also failed to provide Plaintiff and other Aggrieved Employees with complete and accurate wage statements which failed to show, among other things, all deductions, the total hours worked and all applicable hourly rates in effect during the pay period, and the corresponding amount of time worked at each hourly rate, correct rates of pay for penalty payments or missed meal and rest periods. Defendants also failed to provide Plaintiff and other Aggrieved Employees with complete and accurate wage statements that included all required elements listed above.

As a result, Defendants issued Plaintiff and other Aggrieved Employees with wage statements that violate California Labor Code Section 226. Further, Defendants' violations are knowing and intentional; they were not isolated due to an unintentional payroll error due to clerical or inadvertent mistake.

Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations: During the last year, from time-to-time, Defendants failed and continue to fail to accurately pay Plaintiff and other Aggrieved Employees for all hours worked. **During the last year, from time-to-time Defendants required Plaintiff and other Aggrieved Employees to perform pre-shift or post-shift work, such as retrieving daily parking passes and parking at an off-site lot before clocking in,**

sending and receiving work-related communications, and waiting in line to clock in, which would take approximately 5-10 minutes prior to each shift. This resulted in Plaintiff and other Aggrieved Employees having to work while off-the-clock. Defendants directly benefited from the undercompensated off-the-clock work performed by Plaintiff and other Aggrieved Employees. Defendants controlled the work schedules, duties, and protocols, applications, assignments, and employment conditions of Plaintiff and other Aggrieved Employees.

Defendants were able to track the amount of time Plaintiff and other Aggrieved Employees spent working; however, Defendants failed to document, track, or pay Plaintiff and other Aggrieved Employees all wages earned and owed for all the work they performed. Plaintiff and other Aggrieved Employees were non-exempt employees, subject to the requirements of the California Labor Code. Defendants' policies and practices deprived Plaintiff and other Aggrieved Employees of all minimum regular, overtime, and double time wages owed for the off-the-clock work activities. Because Plaintiff and other Aggrieved Employees typically worked over forty (40) hours in a workweek, and more than eight (8) hours per day, Defendants' policies and practices also deprived them of overtime pay.

Defendants knew or should have known that Plaintiff's and other Aggrieved Employees' off-the-clock work was compensable under the law. As a result, Plaintiff and other Aggrieved Employees forfeited wages due to them for all hours worked at Defendants' direction, control, and benefit for the time spent working while off-the-clock, including but not limited to, undergoing pre-shift and post-shift work. Defendants' uniform policy and practice to not pay Plaintiff and other Aggrieved Employees wages for all hours worked in accordance with applicable law is evidenced by Defendants' business records.

Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums, and Redeemed Sick Pay: From time to time during the last year, Defendants failed and continue to fail to accurately calculate and pay Plaintiff and other Aggrieved Employees for their overtime and potentially double time hours worked, meal and rest period premiums, and redeemed sick pay. As a result, Plaintiff and other Aggrieved Employees forfeited wages due to them for working overtime without compensation at the correct overtime and double time rates, and potentially meal and rest period premiums, and redeemed sick pay rates. Defendants' uniform policy and practice not to pay Plaintiff and other Aggrieved Employees at the correct rate for all overtime and double time worked, meal and rest period premiums, and sick pay in accordance with applicable law is evidenced by Defendants' business records.

State law provides that employees must be paid overtime at one-and-one-half times their "regular rate of pay." Plaintiff and other Aggrieved Employees were compensated at an hourly rate plus incentive pay that was tied to specific elements of an employee's performance. The second component of Plaintiff's and other Aggrieved Employees' compensation was Defendants' non-discretionary incentive program that paid Plaintiff and other Aggrieved Employees incentive wages based on their performance for Defendants. The non-discretionary bonus program provided all employees paid on an hourly basis with bonus compensation when the employees met the various performance goals set by Defendants. However, from time to time, when calculating the regular rate of pay in those pay periods where Plaintiff and other Aggrieved Employees worked overtime, double time, paid meal and rest period premium payments, and/or redeemed sick pay, and earned non-discretionary bonuses, Defendants failed to accurately include the non-discretionary bonus compensation as part of the employee's "regular rate of pay" and/or calculated

all hours worked rather than just all non-overtime hours worked. Management and supervisors described the incentive/bonus program to potential and new employees as part of the compensation package. As a matter of law, the incentive compensation received by Plaintiff and other Aggrieved Employees must be included in the “regular rate of pay.” The failure to do so has resulted in a systematic underpayment of overtime and double time compensation, meal and rest period premium payments, and redeemed sick pay to Plaintiff and other Aggrieved Employees by Defendants.

Specifically, California Labor Code Section 246 mandates that paid sick time for non-exempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the non-exempt employee uses paid sick time, whether or not the employee actually works overtime in that workweek. Defendants’ conduct, as articulated herein, by failing to include the incentive compensation as part of the “regular rate of pay” for purposes of sick pay compensation was in violation of California Labor Code Section 246 the underpayment of which is recoverable under California Labor Code Sections 201, 202, 203, and/or 204.

In violation of the applicable sections of the California Labor Code and the requirements of the Industrial Welfare Commission (“IWC”) Wage Order, Defendants as a matter of company policy, practice, and procedure, intentionally and knowingly failed to compensate Plaintiff and other Aggrieved Employees at the correct rate of pay for all overtime and double time worked, meal and rest period premiums, and redeemed sick pay as required by California law which allowed Defendants to illegally profit and gain an unfair advantage over competitors who complied with the law.

Unlawful Deductions: During the last year, Defendants, from time-to-time, unlawfully deducted wages from Plaintiff and Aggrieved Employees’ pay without explanations and without authorization to do so or notice to Plaintiff and the Aggrieved Employees. As a result, Defendants violated Labor Code Section 221.

Timekeeping Manipulation: During the last year, Defendants, from time-to-time, did not have an immutable timekeeping system to accurately record and pay Plaintiff and other Aggrieved Employees for the actual time Plaintiff and other Aggrieved Employees worked each day, including regular time, overtime hours, sick pay, meal and rest breaks. As a result, Defendants were able to and did in fact, unlawfully, and unilaterally alter the time recorded in Defendants’ timekeeping system for Plaintiff and other Aggrieved Employees in order to avoid paying these employees for all hours worked, applicable overtime compensation, applicable sick pay, missed meal breaks and missed rest breaks. **According to Plaintiff’s testimony, Defendants would manipulate Plaintiff’s and Aggrieved Employees’ time records to create the appearance of compliant meal periods to avoid compensating Plaintiff and Aggrieved Employees with mandatory meal premium payments.** As a result, Plaintiff and other Aggrieved Employees, from time-to-time, forfeited time worked by working without their time being accurately recorded and without compensation at the applicable pay rates.

The mutability of the timekeeping system also allowed Defendants to alter employee time records by recording fictitious thirty (30) minute meal breaks in Defendants’ timekeeping system so as to create the appearance that Plaintiff and other Aggrieved Employees clocked out for thirty (30) minute meal breaks when in fact the employees were not at all times provided an off-duty meal break. This practice is a direct result of Defendants’ uniform policy and practice of denying

employees uninterrupted thirty (30) minute off-duty meal breaks each day or otherwise compensating them for missed meal breaks. As a result, Plaintiff and other Aggrieved Employees forfeited wages due to them for all hours worked at Defendants' direction, control and benefit for the time the timekeeping system was inoperable. Defendants' uniform policy and practice to not pay Plaintiff and the Aggrieved Employees wages for all hours worked in accordance with applicable law is evidenced by Defendants' business records.

Unlawful Rounding Practices: During the last year, Defendants did not have in place an immutable timekeeping system to accurately record and pay Plaintiff and other Aggrieved Employees for the actual time these employees worked each day, including overtime hours. Specifically, Defendants had in place an unlawful rounding policy and practice that resulted in Plaintiff and the Aggrieved Employees being undercompensated for all of their time worked. As a result, Defendants were able to and did in fact unlawfully and unilaterally round the time recorded in Defendants' timekeeping system for Plaintiff and the Aggrieved Employees in order to avoid paying these employees for all their time worked, including the applicable overtime compensation for overtime worked. As a result, Plaintiff and other Aggrieved Employees, from time to time, forfeited compensation for their time worked by working without their time being accurately recorded and without compensation at the applicable overtime rates.

Further, the mutability of Defendants' timekeeping system and unlawful rounding policy and practice resulted in Plaintiff's and the Aggrieved Employees' time being inaccurately recorded. As a result, from time to time, Defendants' unlawful rounding policy and practice caused Plaintiff and other Aggrieved Employees to perform work as ordered by Defendants for more than five (5) hours during a shift without receiving an off-duty meal break.

Untimely Payment of Wages: Pursuant to California Labor Code Section 204, Plaintiff and the Aggrieved Employees were entitled to timely payment of wages during their employment. Plaintiff and the Aggrieved Employees, from time to time, did not receive payment of all wages, including, but not limited to, overtime wages, minimum wages, meal period premium wages, and rest period premium wages within the permissible time period. Pursuant to California Labor Code Section 201, "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." Pursuant to California Labor Code Section 202, if an employee quits his or her employment, "his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting." Plaintiff and the Aggrieved Employees were, from time to time, not timely provided the wages earned and unpaid at the time of their discharge and/or at the time of quitting, in violation of California Labor Code Sections 201 and 202. To date, Defendants have not fully paid Plaintiff the minimum, overtime and double time compensation still owed to him or any penalty wages owed to him under California Labor Code Section 203.

Sick Pay Violations: California Labor Code Section 246 (a)(1) mandates that "An employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section." Further, California Labor Code Sections 246(b)-(d) provide for the sick day accrual requirements. From time to time, including within the last year, Defendants failed to have a policy or practice in place that provided Plaintiff and other Aggrieved Employees with sick days and/or paid sick leave. As of January 1, 2024, Defendants failed to adhere to the law in that they failed to

provide and allow employees to use at least 40 hours or five days of paid sick leave per year. California Labor Code Section 246(i) requires an employer to furnish its employees with written wage statements setting forth the amount of paid sick leave available. From time to time, including within the last year, Defendants violated California Labor Code Section 246 by failing to furnish Plaintiff and other Aggrieved Employees with wage statements setting forth the amount of paid sick leave available.

Tip Pooling: During the last year, from time-to-time, Plaintiff and other Aggrieved Employees were forced to forfeit gratuities left for them by customers to Defendants' agents who provided no service to the customers that resulted in the gratuity. Plaintiff and other Aggrieved Employees were in the "chain of service" and earned gratuities based on their service for their customers. However, Plaintiff and other Aggrieved Employees were forced to forfeit portions of their gratuities, which said gratuities were kept by Defendants' employees who were not in the chain of service from which the gratuity resulted. **According to Plaintiff's testimony, Plaintiff's and Aggrieved Employees' tips were disproportionately distributed, and Plaintiff's and Aggrieved Employees' supervisors and managers received tips despite not being in the "chain of service."** Plaintiff and other Aggrieved Employees contend that any gratuities kept by Defendants' non-service employees were illegal and in violation of California law because Plaintiff and other Aggrieved Employees provided the service for to whom the gratuity should have been paid.

California Labor Code Section 351 establishes the requirements for an employer regarding the payment of gratuities. Specifically, gratuities are the sole property of the employees. California Labor Code Section 351 expressly prohibits employers and their agents from collecting, taking, or receiving any portion of a gratuity. California Labor Code § 350(e) defines the term "gratuity" as including any money that has been paid or given or left for an employee by a patron of a business over and above the actual amount due the business for services rendered or for goods, food, drink or articles sold or served to such patron. Labor Code § 353 requires employers to keep accurate records of all gratuities they receive, directly or indirectly.

Although tip pooling is not expressly prohibited by the Labor Code, employees who mandate tip pooling must only distribute pooled tips to employees in the "chain of service." By distributing tips to employees who were not in the "chain of service," Defendants have violated and continue to violate the legal requirements for handling pooled tips.

Personnel File Violations: On May 19, 2025, Plaintiff caused written requests via certified mail to be delivered to Defendants for Plaintiff's personnel and employment records, including but not limited to: (1) payroll records; (2) employment contracts; (3) itemized pay stubs; and (4) Plaintiff's complete employment file. Defendants failed to provide and/or make available to Plaintiff and other Aggrieved Employees their personnel records, payroll records, employment contract, and entire employment file within thirty (30) days of their requests stated above. In fact, as of the date of filing of this notice, Defendants have still failed to pay Plaintiff the statutory penalty in the amount of \$750. Defendants violated California Labor Code Section 1198.5 by failing to respond and provide Plaintiff with their employment file. Section 1198.5 states that employees (and former employees) have the right to inspect personnel records maintained by the employer "related to the employee's performance or to any grievance concerning the employee." Employers must allow inspection or copying within thirty (30) days of the request.

To the extent that entities and/or individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code Sections including, but not limited to 558, 558.1, and 1197.1—Plaintiff reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue.

Any further amendments and changes to this notice shall relate back to the date of this notice. Consequently, Defendants are on notice that Plaintiff continues his investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of any of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein.

This notice is provided in compliance with California Labor Code Section 2699.3, *et seq.*

If you have any questions or concerns, please do not hesitate to contact me at the above number and address.

Sincerely,

A handwritten signature in dark ink, appearing to read "Eden Zakay", is written over a faint, light-colored rectangular stamp or watermark.

Eden Zakay
Attorney for Plaintiff

EXHIBIT 2



5440 Morehouse Drive
Suite 3600
San Diego, CA 92121
619-599-8292
Fax 619-599-8291
Toll-Free 1-888-498-6999

June 26, 2025

Via Online Filing to LWDA and Certified Mail to Defendants
Labor and Workforce Development Agency
Online Filing

VOLUME SERVICES, INC.

c/o CSC – Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

Sent via Certified Mail and Return Receipt No. 9589 0710 5270 2308 6651 79

SODEXO, INC.

c/o Corporate Creations Network Inc.
7801 Folsom Boulevard, Suite 202
Sacramento, CA 95826

Sent via Certified Mail and Return Receipt No. 9589 0710 5270 2308 6651 86

Re: Notice of Violations of California Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 351, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, 2804, and Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant to California Labor Code Section 2699.5

Dear Sir/Madam:

This notice is being sent in compliance with California Labor Code Section 2699.3. Our offices represent Plaintiff CODY URQUHART (“Plaintiff”) and other aggrieved employees. Plaintiff has been employed by Defendant VOLUME SERVICES, INC. (“Defendant Volume Services”) and Defendant SODEXO, INC. (“Defendant Sodexo”) (hereinafter, collectively, “Defendants”) in California since April of 2021 as a food expeditor and works at Defendants’ service location at 2301 Highland Avenue, Los Angeles, California 90068. Plaintiff is employed by Defendants as a non-exempt employee, paid on an hourly basis, and entitled to payment of all wages and the legally required meal and rest breaks.

Plaintiff alleges that within the past year, Plaintiff personally suffered violations of the following Labor Code Sections as a result of Defendants’ failure to pay Plaintiff for all time worked, provide Plaintiff with compliant meal periods, provide Plaintiff with compliant rest periods, provide Plaintiff with accurate itemized wage statements that facially comply with the requirements provided for in Labor Code Section 226, furnish wages to Plaintiff with the frequency as set forth under Labor Code Section 204, and reimburse Plaintiff for necessary business expenses pursuant to Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 351, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199,

2802, and 2804. These violations are actionable under California Labor Code Section 2699.3.

The information below provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. If the agency needs any further information, please do not hesitate to ask.

Plaintiff seeks to represent a group of aggrieved employees defined as any person currently or formerly employed by Defendant Volume Services and/or Defendant Sodexo who performed work in California and against whom one or more of the alleged violations listed above were committed during the relevant claim period ("Aggrieved Employees"). Plaintiff believes this group to be comprised of all current and former non-exempt employees who performed work for Defendant Volume Services and/or Defendant Sodexo in California during the period beginning one year prior to the date of this Notice and continuing through the present.

In violation of the applicable sections of the California Labor Code and the requirements of the Industrial Welfare Commission ("IWC") Wage Order, Defendants as a matter of company policy, practice, and procedure, intentionally, knowingly, and systematically failed to provide legally compliant meal and rest periods, failed to accurately compensate Plaintiff and other Aggrieved Employees for missed meal and rest periods, failed to pay Plaintiff and other Aggrieved Employees for all time worked, failed to compensate Plaintiff and other Aggrieved Employees for off-the-clock work, failed to pay Plaintiff and other Aggrieved Employees overtime at the correct regular rate of pay, failed to compensate Plaintiff and other Aggrieved Employees meal and rest premiums at the regular rate of pay, failed to pay Plaintiff and other Aggrieved Employees redeemed sick pay at the regular rate of pay, failed to reimburse Plaintiff and other Aggrieved Employees for business expenses, and failed to issue to Plaintiff and other Aggrieved Employees accurate itemized wage statements showing, among other things, all applicable hourly rates in effect during the pay periods and the corresponding amount of time worked at each hourly rate. Defendants' uniform policies and practices are intended to purposefully avoid the accurate and full payment for all time worked as required by California law which allows Defendants to illegally profit and gain an unfair advantage over competitors who comply with the law.

Meal Period Violations: Pursuant to the Industrial Welfare Commission Wage Orders, Defendants were required to pay Plaintiff and the Aggrieved Employees for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. From time to time during the last year, Defendants required Plaintiff and other Aggrieved Employees to work without paying them for all the time they were under Defendants' control. Specifically, Defendants required Plaintiff to work while clocked out during what was supposed to be Plaintiff's off-duty meal break. Indeed, there were many days where Plaintiff did not even receive a partial lunch. **According to Plaintiff's testimony, Defendants required Plaintiff and Aggrieved Employees to clock out for their meal breaks but continue to work off the clock.** As a result, Plaintiff and other Aggrieved Employees forfeited minimum wage and overtime compensation by regularly working without their time being accurately recorded and without compensation at the applicable minimum wage and overtime rates. Defendants' uniform policy and practice not to pay Plaintiff and other Aggrieved Employees for all time worked is evidenced by Defendants' business records.

During the last year, as a result of their rigorous work schedules and Defendants' inadequate staffing practices, Plaintiff and other Aggrieved Employees were from time to time unable to take thirty (30) minute off duty meal breaks and were not fully relieved of duty for their meal periods. Plaintiff and other Aggrieved Employees were required to perform work as ordered by Defendants for more than five (5) hours during some shifts without receiving a meal break. Further, Defendants failed to provide Plaintiff and other Aggrieved Employees with a second off-duty meal period for some workdays in which these employees were required by Defendants to work ten (10) hours of work. The nature of the work performed by Plaintiff and other Aggrieved Employees does not qualify for the limited and narrowly construed "on-duty" meal period exception. When they were provided with meal periods, Plaintiff and other Aggrieved Employees were, from time to time, required to remain on duty and on call. Defendants' failure to provide Plaintiff and other Aggrieved Employees with legally required meal breaks is evidenced by Defendants' business records. As a result of their rigorous work schedules and Defendants' inadequate staffing, Plaintiff and other Aggrieved Employees therefore forfeited meal breaks without additional compensation and in accordance with Defendants' strict corporate policy and practice.

Rest Period Violations: From time to time during the past year, Plaintiff and other Aggrieved Employees were also required to work in excess of four (4) hours without being provided ten (10) minute rest periods as a result of their rigorous work requirements and Defendants' inadequate staffing. Further, for the same reasons, these employees were from time to time denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, from time to time denied a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and from time to time denied a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more. When they were provided with rest breaks, Plaintiff and other Aggrieved Employees were, from time to time, required to remain on premises, on duty and/or on call, and not fully relieved of all duties. Plaintiff and other Aggrieved Employees were also not provided with one-hour wages in lieu thereof. **According to Plaintiff's testimony, Plaintiff and other Aggrieved Employees did not receive rest breaks and were not compensated with rest period premiums.** As a result of their rigorous work schedules and Defendants' inadequate staffing, Plaintiff and other Aggrieved Employees were from time to time denied their proper rest periods by Defendants and Defendants' managers.

Unreimbursed Business Expenses: Defendants as a matter of corporate policy, practice, and procedure, intentionally, knowingly, and systematically failed to reimburse and indemnify Plaintiff and other Aggrieved Employees for required business expenses incurred by Plaintiff and other Aggrieved Employees in direct consequence of discharging their duties on behalf of Defendants. Under California Labor Code Section 2802, employers are required to indemnify employees for all expenses incurred in the course and scope of their employment. California Labor Code Section 2802 expressly states that "an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her 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."

Within the last year, in the course of their employment, Defendants required Plaintiff and other Aggrieved Employees to incur personal expenses as a result of and in furtherance of their job

duties for the use of their personal cell phones and personal vehicles. Specifically, Plaintiff and other Aggrieved Employees were required to incur personal expenses for the use of their personal cell phones and personal vehicles in order to perform work related tasks. However, Defendants unlawfully failed to reimburse Plaintiff and other Aggrieved Employees for the personal expenses incurred for the use of their personal cell phones and personal vehicles. **According to Plaintiff's testimony, Plaintiff and Aggrieved Employees were required to use their personal cell phones to send and receive work-related communications to and from their supervisors and co-workers.** As a result, in the course of their employment with Defendants, Plaintiff and other Aggrieved Employees incurred unreimbursed business expenses that included, but were not limited to, costs related to the personal expenses incurred for the use of their personal cell phones and personal vehicles, all on behalf of and for the benefit of Defendants.

Wage Statement Violations: California Labor Code Section 226 requires an employer to furnish its employees and accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions, (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 the employee's social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. From time to time during the last year, when Plaintiff and other Aggrieved Employees missed meal and rest breaks, or were paid inaccurately for missed meal and rest period premiums, or were not paid for all hours worked, Defendants also failed to provide Plaintiff and other Aggrieved Employees with complete and accurate wage statements which failed to show, among other things, all deductions, the total hours worked and all applicable hourly rates in effect during the pay period, and the corresponding amount of time worked at each hourly rate, correct rates of pay for penalty payments or missed meal and rest periods. Defendants also failed to provide Plaintiff and other Aggrieved Employees with complete and accurate wage statements that included all required elements listed above.

As a result, Defendants issued Plaintiff and other Aggrieved Employees with wage statements that violate California Labor Code Section 226. Further, Defendants' violations are knowing and intentional; they were not isolated due to an unintentional payroll error due to clerical or inadvertent mistake.

Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations: During the last year, from time-to-time, Defendants failed and continue to fail to accurately pay Plaintiff and other Aggrieved Employees for all hours worked. **During the last year, from time-to-time Defendants required Plaintiff and other Aggrieved Employees to perform pre-shift or post-shift work, such as retrieving daily parking passes and parking at an off-site lot before clocking in, preparing customer orders before clocking in, waiting in line to clock in, and laundering workplace linens.** This resulted in Plaintiff and other Aggrieved Employees having to work while off-the-clock. Defendants directly benefited from the undercompensated off-the-clock work performed by Plaintiff and other Aggrieved Employees. Defendants controlled the work schedules, duties, and protocols, applications, assignments, and employment conditions of Plaintiff and other Aggrieved Employees.

Defendants were able to track the amount of time Plaintiff and other Aggrieved Employees spent working; however, Defendants failed to document, track, or pay Plaintiff and other Aggrieved Employees all wages earned and owed for all the work they performed. Plaintiff and other Aggrieved Employees were non-exempt employees, subject to the requirements of the California Labor Code. Defendants' policies and practices deprived Plaintiff and other Aggrieved Employees of all minimum regular, overtime, and double time wages owed for the off-the-clock work activities. Because Plaintiff and other Aggrieved Employees typically worked over forty (40) hours in a workweek, and more than eight (8) hours per day, Defendants' policies and practices also deprived them of overtime pay.

Defendants knew or should have known that Plaintiff's and other Aggrieved Employees' off-the-clock work was compensable under the law. As a result, Plaintiff and other Aggrieved Employees forfeited wages due to them for all hours worked at Defendants' direction, control, and benefit for the time spent working while off-the-clock, including but not limited to, undergoing pre-shift and post-shift work. Defendants' uniform policy and practice to not pay Plaintiff and other Aggrieved Employees wages for all hours worked in accordance with applicable law is evidenced by Defendants' business records.

Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums, and Redeemed Sick Pay: From time to time during the last year, Defendants failed and continue to fail to accurately calculate and pay Plaintiff and other Aggrieved Employees for their overtime and potentially double time hours worked, meal and rest period premiums, and redeemed sick pay. As a result, Plaintiff and other Aggrieved Employees forfeited wages due to them for working overtime without compensation at the correct overtime and double time rates, and potentially meal and rest period premiums, and redeemed sick pay rates. Defendants' uniform policy and practice not to pay Plaintiff and other Aggrieved Employees at the correct rate for all overtime and double time worked, meal and rest period premiums, and sick pay in accordance with applicable law is evidenced by Defendants' business records.

State law provides that employees must be paid overtime at one-and-one-half times their "regular rate of pay." Plaintiff and other Aggrieved Employees were compensated at an hourly rate plus incentive pay that was tied to specific elements of an employee's performance. The second component of Plaintiff's and other Aggrieved Employees' compensation was Defendants' non-discretionary incentive program that paid Plaintiff and other Aggrieved Employees incentive wages based on their performance for Defendants. The non-discretionary bonus program provided all employees paid on an hourly basis with bonus compensation when the employees met the various performance goals set by Defendants. However, from time to time, when calculating the regular rate of pay in those pay periods where Plaintiff and other Aggrieved Employees worked overtime, double time, paid meal and rest period premium payments, and/or redeemed sick pay, and earned non-discretionary bonuses, Defendants failed to accurately include the non-discretionary bonus compensation as part of the employee's "regular rate of pay" and/or calculated all hours worked rather than just all non-overtime hours worked. Management and supervisors described the incentive/bonus program to potential and new employees as part of the compensation package. As a matter of law, the incentive compensation received by Plaintiff and other Aggrieved Employees must be included in the "regular rate of pay." The failure to do so has resulted in a systematic underpayment of overtime and double time compensation, meal and rest period premium payments, and redeemed sick pay to Plaintiff and other Aggrieved Employees by

Defendants.

Specifically, California Labor Code Section 246 mandates that paid sick time for non-exempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the non-exempt employee uses paid sick time, whether or not the employee actually works overtime in that workweek. Defendants' conduct, as articulated herein, by failing to include the incentive compensation as part of the "regular rate of pay" for purposes of sick pay compensation was in violation of California Labor Code Section 246 the underpayment of which is recoverable under California Labor Code Sections 201, 202, 203, and/or 204.

In violation of the applicable sections of the California Labor Code and the requirements of the Industrial Welfare Commission ("IWC") Wage Order, Defendants as a matter of company policy, practice, and procedure, intentionally and knowingly failed to compensate Plaintiff and other Aggrieved Employees at the correct rate of pay for all overtime and double time worked, meal and rest period premiums, and redeemed sick pay as required by California law which allowed Defendants to illegally profit and gain an unfair advantage over competitors who complied with the law.

Unlawful Deductions: During the last year, Defendants, from time-to-time, unlawfully deducted wages from Plaintiff and Aggrieved Employees' pay without explanations and without authorization to do so or notice to Plaintiff and the Aggrieved Employees. As a result, Defendants violated Labor Code Section 221.

Timekeeping Manipulation: During the last year, Defendants, from time-to-time, did not have an immutable timekeeping system to accurately record and pay Plaintiff and other Aggrieved Employees for the actual time Plaintiff and other Aggrieved Employees worked each day, including regular time, overtime hours, sick pay, meal and rest breaks. As a result, Defendants were able to and did in fact, unlawfully, and unilaterally alter the time recorded in Defendants' timekeeping system for Plaintiff and other Aggrieved Employees in order to avoid paying these employees for all hours worked, applicable overtime compensation, applicable sick pay, missed meal breaks and missed rest breaks. **According to Plaintiff's testimony, Defendants would manipulate Plaintiff's and Aggrieved Employees' time records to create the appearance of compliant meal periods to avoid compensating Plaintiff and Aggrieved Employees with mandatory meal premium payments.** As a result, Plaintiff and other Aggrieved Employees, from time-to-time, forfeited time worked by working without their time being accurately recorded and without compensation at the applicable pay rates.

The mutability of the timekeeping system also allowed Defendants to alter employee time records by recording fictitious thirty (30) minute meal breaks in Defendants' timekeeping system so as to create the appearance that Plaintiff and other Aggrieved Employees clocked out for thirty (30) minute meal breaks when in fact the employees were not at all times provided an off-duty meal break. This practice is a direct result of Defendants' uniform policy and practice of denying employees uninterrupted thirty (30) minute off-duty meal breaks each day or otherwise compensating them for missed meal breaks. As a result, Plaintiff and other Aggrieved Employees forfeited wages due to them for all hours worked at Defendants' direction, control and benefit for the time the timekeeping system was inoperable. Defendants' uniform policy and practice to not pay Plaintiff and the Aggrieved Employees wages for all hours worked in accordance with

applicable law is evidenced by Defendants' business records.

Unlawful Rounding Practices: During the last year, Defendants did not have in place an immutable timekeeping system to accurately record and pay Plaintiff and other Aggrieved Employees for the actual time these employees worked each day, including overtime hours. Specifically, Defendants had in place an unlawful rounding policy and practice that resulted in Plaintiff and the Aggrieved Employees being undercompensated for all of their time worked. As a result, Defendants were able to and did in fact unlawfully and unilaterally round the time recorded in Defendants' timekeeping system for Plaintiff and the Aggrieved Employees in order to avoid paying these employees for all their time worked, including the applicable overtime compensation for overtime worked. As a result, Plaintiff and other Aggrieved Employees, from time to time, forfeited compensation for their time worked by working without their time being accurately recorded and without compensation at the applicable overtime rates.

Further, the mutability of Defendants' timekeeping system and unlawful rounding policy and practice resulted in Plaintiff's and the Aggrieved Employees' time being inaccurately recorded. As a result, from time to time, Defendants' unlawful rounding policy and practice caused Plaintiff and other Aggrieved Employees to perform work as ordered by Defendants for more than five (5) hours during a shift without receiving an off-duty meal break.

Untimely Payment of Wages: Pursuant to California Labor Code Section 204, Plaintiff and the Aggrieved Employees were entitled to timely payment of wages during their employment. Plaintiff and the Aggrieved Employees, from time to time, did not receive payment of all wages, including, but not limited to, overtime wages, minimum wages, meal period premium wages, and rest period premium wages within the permissible time period.

Sick Pay Violations: California Labor Code Section 246 (a)(1) mandates that "An employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section." Further, California Labor Code Sections 246(b)-(d) provide for the sick day accrual requirements. From time to time, including within the last year, Defendants failed to have a policy or practice in place that provided Plaintiff and other Aggrieved Employees with sick days and/or paid sick leave. As of January 1, 2024, Defendants failed to adhere to the law in that they failed to provide and allow employees to use at least 40 hours or five days of paid sick leave per year. California Labor Code Section 246(i) requires an employer to furnish its employees with written wage statements setting forth the amount of paid sick leave available. From time to time, including within the last year, Defendants violated California Labor Code Section 246 by failing to furnish Plaintiff and other Aggrieved Employees with wage statements setting forth the amount of paid sick leave available.

Tip Pooling: During the last year, from time-to-time, Plaintiff and other Aggrieved Employees were forced to forfeit gratuities left for them by customers to Defendants' agents who provided no service to the customers that resulted in the gratuity. Plaintiff and other Aggrieved Employees were in the "chain of service" and earned gratuities based on their service for their customers. However, Plaintiff and other Aggrieved Employees were forced to forfeit portions of their gratuities, which said gratuities were kept by Defendants' employees who were not in the chain of service from which the gratuity resulted. **According to Plaintiff's testimony, Plaintiff's and**

Aggrieved Employees' tips were disproportionately distributed, and Plaintiff's and Aggrieved Employees' supervisors and managers received tips despite not being in the "chain of service." Plaintiff and other Aggrieved Employees contend that any gratuities kept by Defendants' non-service employees were illegal and in violation of California law because Plaintiff and other Aggrieved Employees provided the service for to whom the gratuity should have been paid.

California Labor Code Section 351 establishes the requirements for an employer regarding the payment of gratuities. Specifically, gratuities are the sole property of the employees. California Labor Code Section 351 expressly prohibits employers and their agents from collecting, taking, or receiving any portion of a gratuity. California Labor Code § 350(e) defines the term "gratuity" as including any money that has been paid or given or left for an employee by a patron of a business over and above the actual amount due the business for services rendered or for goods, food, drink or articles sold or served to such patron. Labor Code § 353 requires employers to keep accurate records of all gratuities they receive, directly or indirectly.

Although tip pooling is not expressly prohibited by the Labor Code, employees who mandate tip pooling must only distribute pooled tips to employees in the "chain of service." By distributing tips to employees who were not in the "chain of service," Defendants have violated and continue to violate the legal requirements for handling pooled tips.

Personnel File Violations: On May 19, 2025, Plaintiff caused written requests via certified mail to be delivered to Defendants for Plaintiff's personnel and employment records, including but not limited to: (1) payroll records; (2) employment contracts; (3) itemized pay stubs; and (4) Plaintiff's complete employment file. Defendants failed to provide and/or make available to Plaintiff and other Aggrieved Employees their personnel records, payroll records, employment contract, and entire employment file within thirty (30) days of their requests stated above. In fact, as of the date of filing of this notice, Defendants have still failed to pay Plaintiff the statutory penalty in the amount of \$750. Defendants violated California Labor Code Section 1198.5 by failing to respond and provide Plaintiff with their employment file. Section 1198.5 states that employees (and former employees) have the right to inspect personnel records maintained by the employer "related to the employee's performance or to any grievance concerning the employee." Employers must allow inspection or copying within thirty (30) days of the request.

To the extent that entities and/or individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code Sections including, but not limited to 558, 558.1, and 1197.1—Plaintiff reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue.

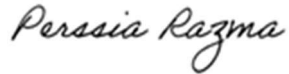
Any further amendments and changes to this notice shall relate back to the date of this notice. Consequently, Defendants are on notice that Plaintiff continues his investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of any of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein.

This notice is provided in compliance with California Labor Code Section 2699.3, *et seq.*

If you have any questions or concerns, please do not hesitate to contact me at the above number and address.

Very truly yours,

JCL LAW FIRM, APC

A handwritten signature in cursive script that reads "Perssia Razma".

Perssia Razma, Esq.