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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF FRESNO

VANESSA POMPA, an individual, on behalf
of the State of California as a private attorney
general,

Plaintiffs,

v.

PIAZZA DEL PANE, INC, a California
corporation, BLAST 825 PIZZA, INC., a
California corporation, and DOES 1-50,
Inclusive,

Defendants.

Case No: [24CECG03272](#)

REPRESENTATIVE COMPLAINT FOR:

1) VIOLATION OF THE PRIVATE
ATTORNEYS GENERAL ACT LABOR
CODE §§ 2698 ET SEQ.

DEMAND FOR A JURY TRIAL

1 PLAINTIFF VANESSA POMPA (“PLAINTIFF”), on behalf of people of the State of
2 California, and as an “aggrieved employee” acting as a private attorney general under the Labor
3 Code Private Attorney General Act of 2004, § 2699, et seq. (“PAGA”) only, alleges on
4 information and belief, except for his own acts and knowledge which are based on personal
5 knowledge, the following:

6 **INTRODUCTION**

7 1. PLAINTIFF brings this representative action pursuant to the Private Attorneys
8 General Act of 2004, California Labor Code § 2698, et seq. (“PAGA”) on behalf of other current
9 and former aggrieved employees of DEFENDANTS for engaging in a pattern and practice of
10 wage and hour violations under the California Labor Code.

11 2. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS
12 decreased their employment-related costs by systematically violating California wage and hour
13 laws.

14 3. DEFENDANTS’ systematic pattern of wage and hour and IWC Wage Order
15 violations toward Plaintiff and other Aggrieved employees in California include, *inter alia*:

- 16 a. Failure to provide compliant meal and rest periods;
- 17 b. Failure to allow employees to take duty-free meal and rest periods;
- 18 c. Failure to pay all minimum, regular and overtime wages;
- 19 d. Failure to failed to pay for all hours worked;
- 20 e. Failure to pay gratuities;
- 21 f. Failure to maintain true and accurate records;
- 22 g. Failure to reimburse for required business expenses;
- 23 h. Failure to provide accurate itemized wage statements; and
- 24 i. Failure to timely pay wages due during, and upon termination of employment.

25 4. PLAINTIFF brings this representative action against DEFENDANTS on behalf of
26 herself and all other aggrieved employees of DEFENDANTS in California seeking all civil
27 penalties and unpaid wages permitted pursuant to California Labor Code § 2699, et seq.

5. PLAINTIFF reserves the right to name additional representatives throughout the State of California.

THE PARTIES

6. Defendant PIAZZA DEL PANE, INC, (“DEFENDANT PIAZZA”), is a California corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business in the state of California, county of Fresno, owns, operates, and/or manages restaurants.

7. Defendant BLAST 825 PIZZA, INC., (“DEFENDANT BLAST”), is a California corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business in the state of California, county of Fresno, owns, operates, and/or manages restaurants.

8. PLAINTIFF alleges there has existed a unity of interest and ownership between Defendants such that any individuality and separateness between the entities has ceased and all Defendants are referred to herein as “DEFENDANTS.”

9. PLAINTIFF further alleges that each DEFENDANT is the alter ego of each other for the following reasons:

A. On the California Secretary of State's website (<https://businesssearch.sos.ca.gov/>) Piazza Del Pane, Inc. and Blast 825 Pizza, Inc have the same principal address and/or mailing address and/or Agent for Service of Process;

B. On information and belief Piazza Del Pane, Inc. and Blast 825 Pizza, Inc. utilize the same standardized employment forms and issue the same employment policies and same paystubs;

C. John A. Ferdinandi is Chief Executive Officer of Piazza Del Pane, Inc. and Blast 825 Pizza, Inc. Thomas A. Ferdinandi is Secretary of Piazza Del Pane, Inc. and Blast 825 Pizza, Inc. Marta C. Gray is Chief Financial Officer of Piazza Del Pane, Inc. and Blast 825 Pizza, Inc.

1 10. PLAINTIFF alleges that DEFENDANTS' various separate corporate entities are
2 used by an individual or individuals, or by another corporation, to accomplish inequitable
3 purposes, including to limit liability for the unlawful acts of DEFENDANTS.

4 11. PLAINTIFF alleges that there is such a unity of interest and ownership between
5 DEFENDANTS' various corporate entities that own DEFENDANTS' restaurants and the
6 individual or individuals, or organization controlling those corporate entities that their separate
7 personalities no longer exist.

8 12. PLAINTIFF further alleges that the failure to disregard the various corporate
9 entities would promote injustice.

10 13. DEFENDANTS operate various restaurants in the Fresno County area with
11 restaurants offering to-go, casual and upscale cuisine.

12 14. DEFENDANTS employed PLAINTIFF in California in February 2022 at
13 Defendant Blast 825 Pizza Inc., and again between September 2023 and April 2024 at Defendant
14 Piazza Del Pane as a non-exempt employee, paid on an hourly basis and entitled to legally
15 required meal and rest periods and payment of minimum and overtime wages due for all time
16 worked.

17 15. After being hired by DEFENDANT BLAST 825 PIZZA INC, DEFENDANT
18 provided PLAINTIFF with onboarding paperwork including an orientation checklist and various
19 company policies. PLAINTIFF worked a single shift at BLAST 825 Pizza INC. and terminated
20 her employment. Thereafter, PLAINTIFF worked at DEFENDANT PIAZZA DEL PANE where,
21 under information and belief, she filled out identical onboarding paperwork as her onboarding set
22 from DEFENDANT BLAST 825 PIZZA, INC. PLAINTIFF reviewed company policies which
23 were identical to DEFENDANT BLAST 825 PIZZA, INC's policies. On information and belief,
24 DEFENDANTS repurposed identical policies for each of its entities.

25 16. PLAINTIFF was subject to the same employment conditions, employment
26 policies, and employment practices throughout her employment for DEFENDANTS.

27 17. The true names and capacities, whether individual, corporate, subsidiary,
28 partnership, associate or otherwise of Defendants DOES 1 through 50, inclusive, are presently

1 unknown to PLAINTIFF who therefore sues these Defendants by such fictitious names pursuant
2 to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this Complaint to allege the
3 true names and capacities of Does 1 through 50, inclusive, when they are ascertained.
4 PLAINTIFF is informed and believes, and based upon that information and belief alleges, that
5 the Defendants named in this Complaint, including DOES 1 through 50, inclusive, (hereinafter
6 collectively “DEFENDANTS” and/or “DEFENDANT”) are responsible in some manner for one
7 or more of the events and happenings that proximately caused the injuries and damages
8 hereinafter alleged.

9 18. The agents, servants, and/or employees of the Defendants and each of them acting
10 on behalf of the DEFENDANTS acted within the course and scope of his, her or its authority as
11 the agent, servant and/or employee of the Defendants, and personally participated in the conduct
12 alleged herein on behalf of the Defendants with respect to the conduct alleged herein.
13 Consequently, the acts of each Defendant are legally attributable to the other Defendants and all
14 Defendants are jointly and severally liable to Plaintiff and other Aggrieved EMPLOYEES, for the
15 loss sustained as a proximate result of the conduct of the Defendants’ agents, servants and/or
16 employees.

17 19. DEFENDANTS were PLAINTIFF’s employers or persons acting on behalf of
18 PLAINTIFF’s employer, within the meaning of California Labor Code § 558, who violated or
19 caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
20 regulating hours and days of work in any order of the Industrial Welfare Commission and, as
21 such, are subject to civil penalties for each underpaid employee, as set forth in Labor Code § 558,
22 at all relevant times.

23 20. DEFENDANTS were PLAINTIFF’s employers or persons acting on behalf of
24 PLAINTIFF’s employer either individually or as an officer, agent, or employee of another person,
25 within the meaning of California Labor Code § 1197.1, who paid or caused to be paid to any
26 employee a wage less than the minimum fixed by California state law, and as such, are subject to
27 civil penalties for each underpaid employee.

28 21. PLAINTIFF brings this action in his representative capacity on behalf of the
State of California with respect to herself and all individuals who are or previously were

1 employed by Piazza Del Pane, Inc., and/or Blast 825 Pizza, Inc. and/or DOES 1-50 in California
2 and classified as hourly non-exempt employees (“AGGRIEVED EMPLOYEES”) during the time
3 period of May 21, 2023 until a date as determined by the Court (the "PAGA PERIOD").

4 22. PLAINTIFF is an “AGGRIEVED EMPLOYEE” within the meaning of Labor
5 Code § 2699(c) because she was employed by DEFENDANTS and suffered each of the alleged
6 Labor Code violations committed by DEFENDANTS.

7 23. PLAINTIFF and all other AGRIEVED EMPLOYEES are, and at all relevant times
8 were, employees of DEFENDANTS, within the meanings set forth in the California Labor Code
9 and the applicable Industrial Welfare Commission Wage Order.

10 24. DEFENDANTS’ uniform policies and practices alleged herein were unlawful,
11 unfair and deceptive business practices whereby DEFENDANTS retained and continues to retain
12 wages due Plaintiff and other Aggrieved EMPLOYEES.

13 **JURISDICTION AND VENUE**

14 25. This Court has jurisdiction over this Action pursuant to California Code of Civil
15 Procedure, Section 410.10 and California Business & Professions Code, Section 17203.

16 26. This Court has jurisdiction over PLAINTIFF’s claims for civil penalties under the
17 Private Attorney General Act of 2004, California Labor code §2698, *et seq.*

18 27. Venue is proper in this Court pursuant to California Code of Civil Procedure,
19 Sections 395 and 395.5, because DEFENDANTS operates in Fresno County, California, employs
20 the Aggrieved EMPLOYEES in parts of this County, and committed the wrongful conduct herein
21 alleged in this County against the Plaintiff and other Aggrieved EMPLOYEES.

22 **THE CONDUCT**

23 28. In violation of the applicable sections of the California Labor Code and the
24 requirements of the Industrial Welfare Commission (“IWC”) Wage Order, DEFENDANTS as a
25 matter of company policy, practice, and procedure, intentionally, knowingly, and systematically
26 failed to pay Plaintiff and other Aggrieved EMPLOYEES all minimum wages, provide legally
27 compliant meal and rest periods, failed to accurately compensate Plaintiff and other Aggrieved
28 EMPLOYEES for missed meal and rest periods, failed to pay Plaintiff and other Aggrieved

1 EMPLOYEES for all time worked, failed compensate Plaintiff and other Aggrieved
2 EMPLOYEES for off-the-clock work, failed to pay Plaintiff and other Aggrieved EMPLOYEES
3 overtime at the correct regular rate of pay, failed to compensate Plaintiff and other Aggrieved
4 EMPLOYEES meal and rest premiums at the regular rate, and failed to issue to Plaintiff and other
5 Aggrieved EMPLOYEES with accurate itemized wage statements showing, among other things,
6 all applicable hourly rates in effect during the pay periods and the corresponding amount of time
7 worked at each hourly rate. DEFENDANTS' uniform policies and practices are intended to
8 purposefully avoid the accurate and full payment for all time worked as required by California
9 law which allows DEFENDANTS to illegally profit and gain an unfair advantage over
10 competitors who comply with the law.

11 **A. Meal Period Violations**

12 29. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS
13 were required to pay Plaintiff and other AGGRIEVED EMPLOYEES for all their time worked,
14 meaning the time during which an employee is subject to the control of an employer, including all
15 the time the employee is suffered or permitted to work. During the PAGA PERIOD,
16 DEFENDANTS required Plaintiff and other AGGRIEVED EMPLOYEES to work without
17 paying them for all the time they were under DEFENDANTS' control.

18 30. Specifically, DEFENDANTS required PLAINTIFF and other AGGRIEVED
19 EMPLOYEES to work during what was supposed to be PLAINTIFF'S and other AGGRIEVED
20 EMPLOYEES' off-duty meal break. During the PAGA Period, DEFENDANTS forced
21 PLAINTIFF and other AGGRIEVED EMPLOYEES to sign a meal waiver and regularly coerced
22 PLAINTIFF and other AGGRIEVED EMPLOYEES into forfeiting their meal periods at the end
23 of their shifts. When PLAINTIFF and other AGGRIEVED EMPLOYEES attempted to report her
24 missed meal period, DEFENDANTS' managers verbally reprimanded PLAINTIFF and other
25 AGGRIEVED EMPLOYEES and instructed them not to report it. Further, DEFENDANTS
26 subsequently removed the corresponding button for PLAINTIFF and other AGGRIEVED
27 EMPLOYEES to report missed meal periods when they clocked out at the end of their shifts.
28

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

6 32. From time to time during the PAGA PERIOD, as a result of their rigorous work
7 schedules and DEFENDANTS' inadequate staffing practices, Plaintiff and other Aggrieved
8 EMPLOYEES are unable to take thirty (30) minute off-duty meal breaks and were not fully
9 relieved of duty for their meal periods. PLAINTIFF and other AGGRIEVED EMPLOYEES were
10 required to perform work as ordered by DEFENDANTS for more than five (5) hours during some
11 shifts without receiving a meal break. The nature of the work performed by PLAINTIFF and
12 other AGGRIEVED EMPLOYEES does not qualify for the limited and narrowly construed "on-
13 duty" meal period exception. DEFENDANTS' failure to provide PLAINTIFF and other
14 AGGRIEVED EMPLOYEES with legally required meal breaks is evidenced by DEFENDANTS'
15 business records. PLAINTIFF and other AGGRIEVED EMPLOYEES, therefore, forfeit meal
16 breaks without additional compensation and in accordance with DEFENDANTS' strict corporate
17 policy and practice.

18 **B. Rest Period Violations**

19 33. During the PAGA PERIOD, for these same reasons, PLAINTIFF and other
20 AGGRIEVED EMPLOYEES were also required to work in excess of four (4) hours without
21 being provided ten (10) minute rest periods as a result of their rigorous work requirements and
22 DEFENDANTS' policies and practices. Further, for the same reasons, these employees were
23 denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2)
24 to four (4) hours from time to time, and a first and second rest period of at least ten (10) minutes
25 for some shifts worked of between six (6) and eight (8) hours from time to time. PLAINTIFF and
26 other AGGRIEVED EMPLOYEES were also not provided with one-hour wages *in lieu* thereof.
27 As a result of their rigorous work schedules and DEFENDANTS' inadequate staffing,
28

1 PLAINTIFF and other AGGRIEVED EMPLOYEES were from time to time denied their proper
2 rest periods by DEFENDANTS and DEFENDANTS' managers.

3 **C. Wage Statement Violations**

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

13 35. During the PAGA PERIOD, when PLAINTIFF and other AGGRIEVED
14 EMPLOYEES missed meal and rest breaks, were paid inaccurately for missed meal and rest
15 period premiums, or were not paid for all hours worked, DEFENDANTS also failed to provide
16 PLAINTIFF and other AGGRIEVED EMPLOYEES with complete and accurate wage statements
17 which failed to show, among other things, the total hours worked and all applicable hourly rates
18 in effect during the pay period, and the corresponding amount of time worked at each hourly rate,
19 correct rates of pay for penalty payments or missed meal and rest periods.

20 36. DEFENDANTS, therefore failed to provide PLAINTIFF and other AGGRIEVED
21 EMPLOYEES with wage statements that comply with Cal. Lab. Code § 226.

22 37. As a result, DEFENDANTS issued Plaintiff and other Aggrieved EMPLOYEES
23 with wage statements that violate Cal. Lab. Code § 226. Further, DEFENDANTS' violations are
24 knowing and intentional, and were not isolated due to an unintentional payroll error or inadvertent
25 mistake.

26 **D. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations**

27 38. During the PAGA PERIOD, DEFENDANTS regularly failed to accurately pay
28 Plaintiff and other AGGRIEVED EMPLOYEES for all hours worked.

1 39. During the PAGA PERIOD, DEFENDANTS required Plaintiff and other
2 AGGRIEVED EMPLOYEES to perform pre-shift or post-shift work, including but not limited to,
3 closing out customer tabs and performing work-related tasks such as cleaning and locking up.

4 40. This resulted in Plaintiff and other AGGRIEVED EMPLOYEES working while
5 off-the-clock. DEFENDANTS managers had a regular practice of clocking employees out of
6 their shifts thirty (30) minutes before employees stopped performing work and/or before
7 employees exceeded six (6) hours of work, and in other instances, before employees exceeded
8 eight (8) hours of work.

9 41. DEFENDANTS directed and directly benefited from the uncompensated off-the-
10 clock work performed by PLAINTIFF and other AGGRIEVED EMPLOYEES.

11 42. DEFENDANTS controlled the work schedules, duties, and protocols, applications,
12 assignments, and employment conditions of Plaintiff and other AGGRIEVED EMPLOYEES.

13 43. DEFENDANTS were able to track the amount of time Plaintiff and other
14 AGGRIEVED EMPLOYEES spent working; however, DEFENDANTS failed to document,
15 track, or pay Plaintiff and other AGGRIEVED EMPLOYEES all wages earned and owed for all
16 the work they performed.

17 44. Plaintiff and other AGGRIEVED EMPLOYEES were non-exempt employees,
18 subject to the requirements of the California Labor Code.

19 45. DEFENDANTS' policies and practices deprived PLAINTIFF and other
20 AGGRIEVED EMPLOYEES of all minimum regular and overtime wages owed for the off-the-
21 clock work activities. On occasion, Plaintiff and other AGGRIEVED EMPLOYEES worked over
22 forty (40) hours in a workweek, and more than eight (8) hours per day, therefore DEFENDANTS'
23 policies and practices also deprived them of overtime pay.

24 46. DEFENDANTS knew or should have known that Plaintiff and other
25 AGGRIEVED EMPLOYEES off-the-clock work was compensable under the law.

26 47. As a result, Plaintiff and other AGGRIEVED EMPLOYEES forfeited wages due
27 to them for all hours worked at DEFENDANTS' direction, control, and benefit for the time spent
28 working while off-the-clock. DEFENDANTS' uniform policy and practice to not pay Plaintiff

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

3 **E. Timekeeping Manipulation**

4 48. During the PAGA PERIOD, DEFENDANTS did not accurately record and pay
5 Plaintiff and other AGGRIEVED EMPLOYEES for the actual time Plaintiff and other
6 AGGRIEVED EMPLOYEES worked each day, including regular time, overtime hours, meal and
7 rest breaks. As a result, DEFENDANTS were able to and did in fact, unlawfully and unilaterally
8 alter the time recorded in DEFENDANTS' timekeeping system for Plaintiff and other
9 AGGRIEVED EMPLOYEES to avoid paying these employees for all hours worked, applicable
10 overtime compensation, and applicable meal breaks and rest break premiums.

11 49. DEFENDANTS' managers had a regular practice to clock employees out of their
12 shifts without their knowledge or consent and prior to these employees finishing performing work
13 for DEFENDANTS.

14 50. As a result, Plaintiff and other AGGRIEVED EMPLOYEES, from time-to-time,
15 forfeited time worked by working without their time being accurately recorded and without
16 compensation at the applicable pay rates.

17 51. As a result, Plaintiff and other AGGRIEVED EMPLOYEES forfeited wages due
18 them for all hours worked at DEFENDANTS' direction, control and benefit for the time their
19 records were manipulated. DEFENDANTS' uniform policy and practice to not pay Plaintiff and
20 other AGGRIEVED EMPLOYEES wages for all hours worked in accordance with applicable
21 law is evidenced by DEFENDANTS' business records.

22 **F. Tip Pooling**

23 52. During the PAGA Period, pursuant to DEFENDANTS' policies and practices,
24 PLAINTIFF and other AGGRIEVED EMPLOYEES were forced to forfeit gratuities left for
25 them by customers to DEFENDANTS' other employees who provided no service to the
26 customers that resulted in the gratuity, including supervisors. Instead, DEFENDANTS have a
27 policy and practice of using a portion of these gratuities to pay employees outside the "chain of
28

1 service.” As a result, Plaintiff and other AGGRIEVED EMPLOYEES have not received the total
2 proceeds of the gratuities to which they are entitled to under California law.

3 53. Additionally, DEFENDANTS regularly change the required allocation of the tip
4 policy without notifying PLAINTIFF and other AGGRIEVED EMPLOYEES. For instance, on
5 Sundays, DEFENDANTS required PLAINTIFF and other AGGRIEVED EMPLOYEES to pool
6 5% of their total tips earned. On other days, DEFENDANTS required PLAINTIFF and other
7 AGGRIEVED EMPLOYEES to only pool 3% of their total tips earned, and other days 4% of the
8 total tips earned. DEFENDANTS failed to maintain a regular tipping policy.

9 54. DEFENDANTS are in the business of owning and operating a restaurant. During
10 the PAGA PERIOD, PLAINTIFF and other AGGRIEVED EMPLOYEES were in the “chain of
11 service” and earned gratuities based on their service to their customers. However, Plaintiff and
12 other AGGRIEVED EMPLOYEES were forced to forfeit portions of their gratuities, which said
13 gratuities were kept by DEFENDANTS’ employees who were not in the chain of service from
14 which the gratuity resulted. PLAINTIFF and other AGGRIEVED EMPLOYEES contend that
15 any gratuities kept by DEFENDANTS’ non-service employees were illegal and in violation of
16 California law because PLAINTIFF and other AGGRIEVED EMPLOYEES provided the service
17 and are the employees to whom the gratuity should have been paid.

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

26 56. Although tip pooling is not expressly prohibited by the Labor Code, employers
27 who mandate tip pooling must only distribute pooled tips to employees in the “chain of service.”
28

1 By distributing tips to employees who were not in the "chain of service," DEFENDANTS have
2 violated and continue to violate the legal requirements for handling pooled tips.

3 **G. Unreimbursed Business Expenses**

4 57. DEFENDANTS as a matter of corporate policy, practice, and procedure,
5 intentionally, knowingly, and systematically failed to reimburse and indemnify the PLAINTIFF
6 and other AGGRIEVED EMPLOYEES for required business expenses incurred by the
7 PLAINTIFF and other AGGRIEVED EMPLOYEES in direct consequence of discharging their
8 duties on behalf of DEFENDANTS. Under California Labor Code Section 2802, employers are
9 required to indemnify employees for all expenses incurred in the course and scope of their
10 employment. Cal. Lab. Code § 2802 expressly states that "an employer shall indemnify his or her
11 employee for all necessary expenditures or losses incurred by the employee in direct consequence
12 of the discharge of his or her duties, or of his or her obedience to the directions of the employer,
13 even though unlawful, unless the employee, at the time of obeying the directions, believed them
14 to be unlawful."

15 58. In the course of their employment, DEFENDANTS required PLAINTIFF and
16 other AGGRIEVED EMPLOYEES to use their personal cell phones as a result of and in
17 furtherance of their job duties as employees for DEFENDANT. But for the use of their own
18 personal cell phones, PLAINTIFF and other AGGRIEVED EMPLOYEES could not complete
19 their essential job duties. For example, PLAINTIFF and other AGGRIEVED EMPLOYEES were
20 required to call customers to confirm reservations. However, DEFENDANTS failed to provide
21 PLAINTIFF and other AGGRIEVED EMPLOYEES with a phone that can make long-distance
22 calls, which resulted in PLAINTIFF'S and other AGGRIEVED EMPLOYEES' requirement to
23 use personal cell phones to complete their job duties. However, DEFENDANTS unlawfully failed
24 to reimburse PLAINTIFF and other AGGRIEVED EMPLOYEES for their use of their personal
25 cell phones. As a result, in the course of their employment with DEFENDANTS, the PLAINTIFF
26 and other AGGRIEVED EMPLOYEES incurred unreimbursed business expenses, but were not
27 limited to, costs related to the use of their personal cellular phones, all on behalf of and for the
28 benefit of DEFENDANT.

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

2 59. Pursuant to California Labor Code section 204, PLAINTIFF and other
3 AGGRIEVED EMPLOYEES were entitled to the timely payment of wages during their
4 employment. PLAINTIFF and other AGGRIEVED EMPLOYEES, from time to time, did not
5 receive payment of all wages, including, but not limited to, overtime wages, minimum wages,
6 meal period premium wages, and rest period premium wages within the permissible time period.

7 60. To the extent minimum wage compensation is determined to be owed to Plaintiff
8 and other AGGRIEVED EMPLOYEES who have terminated their employment, DEFENDANTS'
9 conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be
10 entitled to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought herein
11 on behalf of these individuals.

12 **FIRST CAUSE OF ACTION**

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

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

15 **(Alleged by PLAINTIFF and the AGGRIEVED EMPLOYEES against all DEFENDANTS)**

16 61. PLAINTIFF and the AGGRIEVED EMPLOYEES reallege and incorporate by this
17 reference, as though fully set forth herein, the prior paragraphs of this Complaint.

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

27 63. PLAINTIFF, and such persons that may be added from time to time who satisfy
28 the requirements and exhaust the administrative procedures under the Private Attorney General

1 Act, bring this Representative Action on behalf of the State of California with respect to herself
2 and all individuals who are or previously were employed by Piazza Del Pane, Inc., and/or Blast
3 825 Pizza, Inc. and/or DOES 1-50 in California and classified as hourly non-exempt employees
4 (“AGGRIEVED EMPLOYEES”) during the time period of May 21, 2023 until a date as
5 determined by the Court (the "PAGA PERIOD").

6 64. On May 21, 2024, PLAINTIFF gave written notice by certified mail to the Labor
7 and Workforce Development Agency (the "Agency") and the employer of the specific provisions
8 of this code alleged to have been violated as required by Labor Code § 2699.3. The statutory
9 waiting period for PLAINTIFF to add these allegations to the Complaint has expired. As a result,
10 pursuant to Section 2699.3, PLAINTIFF may now commence a representative civil action under
11 PAGA pursuant to Section 2699 as the proxy of the State of California with respect to all
12 AGGRIEVED EMPLOYEES as herein defined.

13 65. The policies, acts and practices heretofore described were and are an unlawful
14 business act or practice because DEFENDANTS violated applicable Labor Code sections listed in
15 Labor Code § 2699.5, including but not limited to:

- 16 a. Failure to Pay Minimum Wages in violation of Cal. Lab. Code §§ 1194, 1197 and
17 1197.1; .
- 18 b. Failure To Pay Overtime Compensation in violation of Cal. Lab. Code §§ 510,
19 1194 and 1198;
- 20 c. Failure To Provide Required Meal Periods in violation of Cal. Lab. Code §§ 226.7
21 & 512;
- 22 d. Failure To Provide Required Rest Periods in violation of Cal. Lab. Code §§ 226.7
23 & 512;
- 24 e. Failure To Provide Accurate Itemized Statements in violation of Cal. Lab. Code
25 §§ 226;
- 26 f. Failure To Pay Wages When Due in violation of Cal. Lab. Code §§ 203;
- 27 g. Failure to Pay Wages Upon Termination in violation of Cal. Lab. Code §§ 201
28 and/or 202, and 203.

1 h. Failure To Reimburse Employees For Required Expenses in violation of Cal. Lab.
2 Code §§ 2802;

3 i. Failure To Pay Statutory Gratuities in violation of Cal. Lab. Code §§ 351.

4 66. DEFENDANTS violations of the Labor Code and the applicable Industrial Wage
5 Order(s), thereby gives rise to statutory penalties as a result of such conduct. PLAINTIFF hereby
6 seeks recovery of civil penalties as prescribed by the Labor Code Private Attorney General Act
7 of 2004 as the representative of the State of California for the illegal conduct perpetrated on
8 PLAINTIFF and the other AGGRIEVED EMPLOYEES.

9 **PRAYER FOR RELIEF**

10 WHEREFORE, PLAINTIFF prays for a judgment against each Defendant, jointly and
11 severally, as follows:

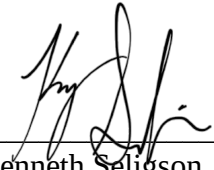
12 (a) For reasonable attorney's fees and costs of suit to the extent permitted by law, including
13 pursuant to Labor Code § 2699, *et seq.*;

14 (b) For civil penalties permitted by law pursuant to the Labor Code under the Private
15 Attorneys General Act of 2004; and

16 For such other relief as the Court deems just and proper.
17

18 DATED: July 31, 2024

19 **SELIGSON LAW P.C**

20
21 By: 
22 Kenneth Seligson
23 Attorney for PLAINTIFF
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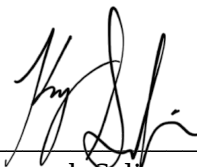
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DEMAND FOR A JURY TRIAL

PLAINTIFF demands a jury trial on issues triable to a jury.

DATED: July 31, 2024

SELIGSON LAW P.C.

By: 
Kenneth Seligson
Attorney for PLAINTIFF