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

FLAVIO VALENZUELA, on behalf of himself
and all others similarly situated,

Plaintiff,
v.

STAFFING NETWORK HOLDINGS, L.L.C.,
a Delaware Limited Liability Company;
LAMONICA'S PIZZA DOUGH
INTERNATIONAL, INC., a Delaware
Corporation; and DOES 1-50, inclusive.

Defendants.

CASE NO.: 24CV022642

**FIRST AMENDED CLASS ACTION
COMPLAINT:**

- (1) FAILURE TO PAY ALL MINIMUM WAGES;
- (2) FAILURE TO PAY ALL OVERTIME WAGES;
- (3) MEAL PERIOD VIOLATIONS;
- (4) REST PERIOD VIOLATIONS;
- (5) FAILURE TO PAY ALL SICK TIME;
- (6) WAGE STATEMENT VIOLATIONS;
- (7) WAITING TIME PENALTIES;
- (8) FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES;
- (9) UNFAIR COMPETITION; &
- (10) PAGA PENALTIES

DEMAND FOR JURY TRIAL

1 Plaintiff Flavio Valenzuela (“Plaintiff”), on behalf of himself and all other similarly situated
2 non-exempt employees, alleges and complains of Defendants Staffing Network Holdings, L.L.C.
3 and/or Lamonica’s Pizza Dough International, Inc., and DOES 1 to 50 (collectively “Defendants”)
4 and each of them, as follows:

5 **INTRODUCTION**

6 1. Defendant Staffing Network Holdings, L.L.C. is a staffing and recruiting firm that
7 offers initial phone screening, in-person interviews, skill assessments, reference checks, quality
8 evaluations, and industrial staffing services.

9 2. Defendant Lamonica’s Pizza Dough International, Inc. manufactures more than 100
10 million pounds per year of frozen pizza dough, fresh frozen pizza crusts, and frozen par-baked pizza.

11 3. Plaintiff brings this class action lawsuit against Defendants for alleged violations of the
12 California Labor Code and Business and Professions Code.

13 4. As set forth below, Plaintiff alleges that Defendants failed to record and pay for all
14 hours worked due to its unlawful rounding/time editing policy/practice. Plaintiff further alleges that
15 Defendants failed to pay all overtime compensation and sick pay wages at the proper legal rates by
16 failing to calculate the “regular rate of pay” properly. Moreover, Plaintiff alleges that Defendants’
17 meal and rest period policies and practices failed to allow and permit non-exempt employees to take
18 all compliant and timely meal and rest periods or pay premium wages at the “regular rate of pay” in
19 lieu thereof. Plaintiff further alleges that Defendants failed to provide non-exempt employees with
20 accurate written itemized wage statements in violation of Labor Code § 226(a), failed to reimburse
21 all necessary business expenses incurred and failed to timely pay all final wages upon separation of
22 employment in violation of Labor Code §§ 201-203.

23 5. Plaintiff also brings a claim for civil penalties based on the foregoing Labor Code
24 violations under the Private Attorney General Act (“PAGA”).

25 6. Based on these alleged Labor Code violations, Plaintiff now brings this class action
26 and representative action to recover unpaid wages, restitution, penalties, and other related relief for
27 himself and all other similarly situated non-exempt employees.

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1 **JURISDICTION AND VENUE**

2 7. Plaintiff, on behalf of himself and all other similarly situated employees, hereby brings
3 this class action for recovery of unpaid wages and penalties under California Labor Code §§ 201-
4 204, 210, 226(a), 226(a)(6), 226(e), 226.3, 226.7, 227.3, 246, 510, 512, 516, 1174, 1174.4, 1194,
5 1197.1 1199, 2802-2804 and applicable Industrial Welfare Commission Wage Orders (“Wage
6 Orders”), in addition to seeking declaratory relief and restitution pursuant to California Business and
7 Professions Code § 17200, *et seq.*

8 8. This class action is brought pursuant to the California Code of Civil Procedure § 382.

9 9. This Court has jurisdiction over Defendants’ violations of the California Labor Code
10 and applicable Wage Orders because the amount in controversy exceeds this Court’s jurisdictional
11 minimum.

12 10. Venue is proper in this judicial district pursuant to California Code of Civil Procedure
13 §§ 395(a) and 395.5, Defendants operates in California within the County of Sacramento, and
14 Defendants are within the jurisdiction of this Court for the service of process.

15 **PARTIES**

16 11. At all relevant times herein, Plaintiff, who is over 18, was and currently is a California
17 resident residing in the State of California.

18 12. Plaintiff is informed, believes, and alleges that Defendants are authorized to do
19 business within the County of Sacramento and is and/or was the legal employer of Plaintiff and the
20 Class Members during the applicable statutory periods. Plaintiff was, and is, a victim of Defendants’
21 policies and/or practices complained of herein and has been deprived of the rights guaranteed to him
22 by California Labor Code §§ 201-204, 210, 226(a), 226(a)(6), 226(e), 226.3, 226.7, 227.3, 246, 510,
23 512, 516, 1174, 1174.4, 1194, 1197.1 1199, 2802-2804 and the California Business and Professions
24 Code § 17200 *et seq.*, and applicable Wage Orders.

25 13. Plaintiff is informed and believes, and based thereon alleges, that during the four years
26 preceding the filing of the Complaint and continuing to the present, Defendants did (and continue to
27 do) business in the State of California, County of Sacramento.

28 14. Plaintiff does not know the true names or capacities, whether individual, partner, or

1 corporate, of the Defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said
2 Defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
3 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and
4 believes, and thereon alleges, that each of said fictitious Defendants, whether individual, partners, or
5 corporate, were responsible in some manner for the acts and omissions alleged herein, and
6 proximately caused Plaintiff and the Classes to be subject to the unlawful employment practices
7 alleged herein.

8 15. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
9 herein, Defendants were and are the employers of Plaintiff and all members of the Classes. At all
10 times herein mentioned, each of the Defendants participated in the acts hereinafter alleged to have
11 been done by the named Defendants. Furthermore, the Defendants, and each of them, were the agents,
12 servants, and employees of each and every one of the other Defendants, as well as the agents of all
13 Defendants, and at all times herein mentioned, were acting within the course and scope of said agency
14 and employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified
15 each and every one of the acts or omissions complained of herein.

16 16. At all times mentioned herein, Defendants, and each of them, were members of and
17 engaged in a joint venture, partnership, and common enterprise and acting within the course and
18 scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff
19 alleges that all Defendants were joint employers for all purposes of Plaintiff and all members of the
20 Classes.

21 **COMMON FACTUAL ALLEGATIONS**

22 17. Defendant Staffing Network Holdings, L.L.C. operates as a staffing and recruiting
23 firm that offers initial phone screening, in-person interviews, skill assessments, reference checks,
24 quality evaluations, and industrial staffing services.

25 18. Defendant Lamonica's Pizza Dough International, Inc. manufactures more than 100
26 million pounds per year of frozen pizza dough, fresh frozen pizza crusts, and frozen par-baked pizza.

27 19. Defendants employed Plaintiff as a non-exempt employee with the title of "Production
28 Associate," out of Sacramento, California, beginning on March 16, 2024, until his separation from

1 employment on November 2, 2024. Plaintiff and other non-exempt employees (including, but not
2 limited to, Packager, Production Associate, Maintenance Mechanic, Truck Driver, Local Driver,
3 Janitor, Transportation Coordinator, Order Picker, and all other non-exempt positions) were
4 responsible for all aspects of Defendants' business in California.

5 20. However, in these roles, Plaintiff and non-exempt employees were often not afforded
6 all protections and rights conferred under the California Labor Code and applicable Wage Orders.

7 21. At all relevant times, Plaintiff and other non-exempt employees regularly worked
8 various shifts, many of which were more than 8.0 hours in a workday and 40.0 hours in a workweek.
9 Plaintiff alleges that other non-exempt employees were also subjected to the same policies,
10 procedures, practices, working conditions, and corresponding wage and hour violations to which he
11 was subjected during his employment.

12 22. First, at all relevant times, Defendants have consistently failed to accurately record
13 and/or pay for all time worked, including the time non-exempt employees were under the employer's
14 control. This included a policy and practice of unevenly rounding and/or editing Plaintiff's and non-
15 exempt employees' time entries to the nearest 15-minute interval. As a result of this company-wide
16 policy/practice, Plaintiff and other non-exempt employees were not compensated for all the hours
17 that they actually work and all of the overtime hours they actually work, in violation of Labor Code
18 §§ 204, 210, 510, 1194, 1197.1, 1199, and applicable Wage Orders.

19 23. California courts have held that rounding time policies can be lawful "if the rounding
20 policy is fair and neutral on its face and 'it is used in such a manner that it will not result, over a
21 period of time, in failure to compensate the employees properly for all the time they have actually
22 worked. *See's Candy Shops v. Superior Court* (2012) 210 Cal.App.4th 889, 907 (29 C.F.R. § 785.48;
23 see DLSE Manual, *supra*, §§ 47.1, 47.2)."

24 24. Here, Defendants' rounding time policy/practice is not neutral on its face or in its
25 application as Plaintiff and other non-exempt employees are subject to discipline, including
26 termination for being tardy in reporting to work, or returning from a meal period. Moreover, because
27 Defendants are easily capable of tracking the time worked by non-exempt employees to the minute,
28 the policy itself exists not for the convenience or benefit of the employees who are trying to report

1 their time on timecards or otherwise, but for Defendants' benefit.

2 25. As a result, over a period of time, Plaintiff and other non-exempt employees needed
3 to be properly paid for all hours worked in violation of Cal. Labor Code §§ 204, 210, 1194, 1197.1,
4 1199, and applicable Wage Orders. Additionally, due to Defendants' unlawful rounding
5 policy/practices, Plaintiff and other non-exempt employees were not properly paid at the correct
6 overtime rate for hours worked in excess of eight hours per shift in violation of Labor Code § 510.

7 26. Labor Code § 1197.1 authorizes employees who are paid less than the minimum fixed
8 by an applicable state or local law or by an order of the commission a civil penalty, restitution of
9 wages, and liquidated damages as follows: (1) for any initial violation that is intentionally committed,
10 one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee
11 is underpaid....[and] (2) [f]or each subsequent violation for the same specific offense, two hundred
12 fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is
13 underpaid regardless of whether the initial violation is intentionally committed.

14 27. Labor Code § 510 requires an employer to compensate an employee who works more
15 than eight (8) hours in one workday, forty (40) hours in a workweek, and for the first eight (8) hours
16 worked on the seventh consecutive day, no less than one and one-half times (1 1/2) the regular rate of
17 pay. In addition, Labor Code § 510 obligates employers to compensate employees at no less than
18 twice the regular rate of pay when an employee works more than twelve (12) hours in a workday or
19 more than eight (8) hours on the seventh consecutive day of work. Pursuant to Section 3 of the
20 applicable Wage Orders, non-exempt employees shall not be employed more than eight (8) hours in
21 any workday or more than 40 hours in any workweek unless the employee receives one and one-half
22 (1 1/2) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek.

23 28. Furthermore, at all relevant times, Plaintiff and other non-exempt employees worked
24 regular shifts that lasted longer than 8.0 hours in a workday and resulted in non-exempt employees
25 regularly working more than 40 hours in a workweek. However, Defendants uniformly failed to
26 properly calculate and pay overtime wages at the proper legal rate due to Defendants' failure to
27 include all forms of compensation/remuneration, including, but not limited to, shift pay,
28 commissions, incentives, non-discretionary bonuses, and all other forms of remuneration in

1 calculating the “regular rate of pay” for purposes of overtime compensation.

2 29. Under the California Labor Code (as well as the FLSA), courts have consistently held
3 that regularly paid non-discretionary bonuses (and other forms of pay) must be included in
4 determining an employee’s “regular rate of pay” for purposes of calculating overtime. (See *Haber v.*
5 *The Americana Corp.* 378 F. 2d 854, 855-856 (9th Cir. 1967) [holding that regularly paid efficiency
6 bonuses must be included in calculating the “regular rate”]; *Wang v. Chinese Daily News, Inc.* 435 F.
7 Supp. 2d 1042, 1055-1057 (C.D. Cal. 2006) [granting summary judgment to Plaintiff under California
8 and federal law on the grounds that Defendant improperly calculated overtime by excluding annual
9 bonuses paid to employees from the “regular rate of compensation”]; see *Walling v. Youngerman-*
10 *Reynolds Hardwood Co.* (1945) 65 S.Ct. 1242, 1245. (“The regular rate by its very nature must reflect
11 all payments which the parties have agreed shall be received regularly during the workweek,
12 exclusive of overtime payments. It is not an arbitrary label chosen by the parties but an actual fact.
13 Once the parties have decided upon the amount of wages and the mode of payment, the determination
14 of the regular rate becomes a matter of mathematical computation, the result of which is unaffected
15 by any designation of a contrary ‘regular rate’ in the contracts.”); see also 29 CFR §§ 778.110
16 (“production bonus”) and 778.111 (“piece-rate”).

17 30. By their policy of requiring Plaintiff and the other non-exempt employees to work in
18 excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without compensating
19 them at the lawful rate of one-half (1 1/2) their “regular rate of pay,” Defendants willfully violated
20 the provisions of Labor Code § 510 and the applicable Wage Orders.

21 31. Similarly, at all relevant times, Defendants also failed in their obligation to provide
22 Plaintiff and other non-exempt employees the legally required paid sick days at the legal rate pursuant
23 to Labor Code §§ 246(a),(b), which requires that “[a]n employee who, on or after July 1, 2015, works
24 in California for the same employer for 30 or more days within a year from the commencement of
25 employment is entitled to paid sick days. . . at the rate of not less than one hour per every 30 hours
26 worked, beginning at the commencement of employment.” Labor Code § 246(l)(1) provides that paid
27 sick time for non-exempt employees must be “calculated in the same manner as the regular rate of
28 pay for the workweek in which the employee uses paid sick time, whether or not the employee

1 actually works overtime in that workweek.”

2 32. Additionally, Labor Code § 246(l)(2) states that the paid sick time must be “calculated
3 by dividing the employee’s total wages, not including overtime premium pay, by the employee’s total
4 hours worked in the full pay periods of the prior 90 days of employment.” Finally, Labor Code §246(i)
5 requires employers to “provide an employee with written notice that sets forth the amount of paid
6 sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either
7 the employee’s itemized wage statement described in Section 226 or in a separate writing provided
8 on the designated pay date with the employee’s payment of wages.”

9 33. Here, at all relevant times, Defendants failed in their obligation to provide Plaintiff
10 and other non-exempt employees the legally required paid sick days at the legal rate, including all
11 forms of compensation, pursuant to Labor Code §§ 246(a), (b). As such, Defendants paid sick time
12 below the “regular rate of pay” as required by Labor Code §§ 246(l) (1-2).

13 34. Moreover, at all relevant times, Plaintiff and other non-exempt employees were denied
14 compliant and timely 30-minute off-duty meal periods as mandated by California law. Due to
15 Defendants’ uniform meal period policies/practices, operational requirements, and work demands,
16 Plaintiff and other non-exempt employees often could not take timely and uninterrupted net 30-
17 minute first meal periods before the end of the fifth hour of work. Further, when Plaintiff and other
18 non-exempt employees worked more than 10.0 hours in a shift, they were not always allowed and
19 permitted to take a mandated second meal period before the end of the tenth hour of work in violation
20 of the Labor Code and applicable Wage Orders. Indeed, Plaintiff’s and other non-exempt employees’
21 meal periods were often interrupted and/or lasted fewer than 30 minutes due to Defendants’ meal
22 period policies/procedures, operational requirements, and work demands.

23 35. In addition, for each missed or non-compliant meal period, Defendants failed and
24 continues to fail to maintain a mechanism by which non-exempt employees were paid meal period
25 premiums at the “regular rate of pay” pursuant to *Ferra v. Loews Hollywood Hotel, LLC* (2021) and
26 Labor Code § 226.7.

27 36. Accordingly, due to Defendants’ uniform meal period practices, non-exempt
28 employees were also regularly denied legally compliant meal periods in violation of Labor Code §§

1 226.7, 510, 516, and applicable Wage Orders.

2 37. Next, at all relevant times, Plaintiff and other non-exempt employees were not
3 provided with all 10-minute rest periods for every four hours worked, or a major fraction thereof, due
4 to Defendants' uniform rest period policies/practices, operational requirements, and work demands.
5 As a result, Plaintiff and other non-exempt employees were and are often unable to take a net 10-
6 minute duty-free rest period for every major fraction of four hours worked. This includes a second
7 rest period for shifts in excess of six hours and a third rest period for shifts in excess of 10.0 hours in
8 a workday.

9 38. By not relieving all non-exempt employees of all duties during rest periods,
10 Defendants failed to provide legally compliant rest periods. See *Augustus v. ABM Security Services,*
11 *Inc.* (2016) 2 Cal. 5th 257, 269 [concluding that "during rest periods employers must relieve
12 employees of all duties and relinquish control over how employees spend their time."] (Emphasis
13 added). In *Augustus*, the California Supreme Court expressly rejected the employer's assertion that it
14 could provide an on-duty rest period to employees who worked as security guards and further
15 explained: "that employers [must] relinquish any control over how employees spend their break time
16 and relieve their employees of all duties." *Id.* at 273. Each time non-exempt employees could not take
17 a compliant rest period. Defendants failed and continue to fail to adequately pay rest period premium
18 payments at the "regular rate of pay" as required by Labor Code § 226.7.

19 39. Accordingly, due to Defendants' uniform rest period policies/practices and work
20 demands, non-exempt employees were regularly denied legally compliant rest breaks in violation of
21 Labor Code §§ 226.7, 512, and applicable Wage Orders.

22 40. As a result of Defendants' failure to pay Plaintiff and other non-exempt employees for
23 all hours they were subject to the control of Defendants, including all overtime wages, sick pay
24 wages, Defendants' failure to adequately pay for all overtime/sick pay wages at the appropriate legal
25 rate, and Defendants' failure to pay all meal and rest period premiums at the "regular rate of pay,"
26 Defendants issued wage statements which failed to identify the gross wages earned accurately, the
27 total hours worked, the net wages earned, and the correct corresponding number of hours worked at
28 each hourly rate, in violation of Labor Code § 226(a)(1, 2, 5, and 9).

1 41. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of
2 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
3 employee per violation in an initial violation and one thousand dollars (\$1,000) per employee for
4 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
5 deduction statement or fails to keep the required in subdivision (a) of Section 226.”

6 42. Thus, for the violations of Labor Code section 226 described above, Plaintiff and other
7 non-exempt employees may also recover Labor Code § 226.3 penalties for Defendants’ violations of
8 Labor Code § 226(a). Consequently, because Defendants failed to comply with Labor Code § 226(a),
9 Plaintiff and other non-exempt employees would be entitled to recover penalties under Labor Code §
10 226(e).

11 43. Moreover, because Defendants failed to pay all minimum, overtime, sick pay wages,
12 and meal and rest period premiums at the “regular rate of pay,” Defendants also failed and continues
13 to fail to pay Plaintiff and other non-exempt employees all wages owed at their time of separation
14 from employment in violation of Labor Code §§ 201-203. Thus, non-exempt employees would be
15 entitled to recover waiting time penalties under Labor Code §§ 201-203.

16 44. Finally, at all relevant times, Defendants required Plaintiff and other non-exempt
17 employees to incur necessary expenses for work-related purposes but did not reimburse non-exempt
18 employees adequately for these necessary expenditures in violation of Labor Code §§ 2802-2804.
19 Here, Defendants uniformly failed to reimburse non-exempt employees for the necessary costs
20 incurred in discharging their duties. (*See Cochran v. Schwan’s Home Service, Inc.*, (2014) 228
21 Cal.App.4th 1137, 1144 “[i]f an employee is required to make work-related calls on a personal cell
22 phone, then he or she is incurring an expense for the purposes of section 2802. It does not matter
23 whether the phone bill is paid for by a third person or at all...To show liability under section 2802, an
24 employee needs only to show that he or she was required to use a personal cell phone to make work-
25 related calls, and he or she was not reimbursed”].) Accordingly, due to Defendants’ uniform failure
26 to adequately reimburse for necessary business expenditures in violation of Labor Code §§ 2802-
27 2804 and applicable Wage Orders.

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1 **CLASS ACTION ALLEGATIONS**

2 45. Plaintiff brings this action on behalf of himself and the following Classes pursuant to
3 § 382 of the Code of Civil Procedure:

4 All current or former non-exempt hourly employees who work or worked for
5 Defendants in California during the four years immediately preceding the
filing of the Complaint through the date of trial. (the “Class”);

6 All current or former non-exempt employees who worked for Defendants in
7 California and worked overtime hours during at least one shift during the four
8 years immediately preceding the filing of the Complaint through the date of
trial. (“the Overtime Subclass”);

9 All current or former employees who work or worked for Defendants in
10 California during the one year immediately preceding the filing of the
Complaint through the date of trial. (“the Wage Statement Subclass”)

11 All employees who work or worked for Defendants in California and who left
12 their employment during the three years immediately preceding the filing of
13 the Complaint through the date of trial. (“Waiting Time Penalty Subclass”)

14 (collectively “the Classes”)

15 46. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
16 joinder of all members would be unfeasible and not practicable. The membership of the Classes is
17 unknown to Plaintiff at this time; however, it is estimated that the Classes consist of at least one
18 hundred (100) individuals. The identity of such membership is readily ascertainable via inspection of
19 Defendants’ employment and payroll records.

20 47. **Common Questions of Law and Fact Predominate/Well-Defined Community of**
21 **Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated
22 non-exempt employees, which predominate over questions affecting only individual members
23 including, without limitation to:

24 1. Whether Defendant rounding policy/practice failed to accurately record and pay for all
25 hours worked by Class Members

26 2. Whether Defendants failed to properly calculate the “regular rate of pay” for purposes
27 of paying overtime and sick pay wages to the members of the Class;

28 3. Whether Defendants provided legally compliant meal and rest periods or proper

1 compensation at the “regular rate of pay” in lieu thereof to members of the Class;

2 4. Whether Defendants furnished legally compliant wage statements to members of the
3 Wage Statement Subclass pursuant to Labor Code § 226(a);

4 5. Whether the timing and amount of payment of final wages to members of the Waiting
5 Time Penalty Subclass at the time of separation from employment were unlawful; and

6 6. Whether Defendant failed to reimburse Class Members for all necessary business
7 expenses in violation of Labor Code §§ 2802-2804.

8 48. **Predominance of Common Questions:** Common questions of law and fact
9 predominate over questions that affect only individual members of the Classes. The common
10 questions of law set forth above are numerous and substantial and stem from Defendants’ policies
11 and/or practices applicable to each individual class member, such as without limitation, Defendants’
12 failure to pay for all hours worked, Defendants’ failure to properly pay overtime and sick pay wages,
13 Defendants’ failure to provide all compliant meal and rest periods or premiums at the “regular rate of
14 pay” in lieu thereof, Defendants’ failure to provide accurate itemized wage statements, Defendants’
15 failure to reimburse for all necessary business expenses, and Defendants’ failure to pay for all wages
16 due upon separation of employment. As such, the common questions predominate over individual
17 questions concerning each class member’s showing as to his or her eligibility for recovery or the
18 amount of his or her damages.

19 49. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
20 Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s)
21 of limitation applicable to each cause of action pled in the Complaint in this action. As alleged herein,
22 Plaintiff, like the members of the Classes, was deprived of minimum, overtime and sick pay wages,
23 was deprived of meal and rest period premium wages, was subject to Defendants’ uniform meal and
24 rest period policies/practices and was not provided accurate itemized wage statements, was not
25 reimbursed for all necessary business expenses, and was not timely paid all wages owed upon
26 separation of employment.

27 50. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to
28 represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff’s

1 attorneys are ready, willing, and able to fully and adequately represent the members of the Classes.
2 Plaintiff's attorneys have prosecuted and are actively litigating several wage-and-hour class actions
3 in state and federal courts and are committed to vigorously prosecuting this action on behalf of the
4 members of the Classes.

5 51. **Superiority:** The California Labor Code is broadly remedial in nature and serves an
6 important public interest in establishing minimum working conditions and standards in California.
7 These laws and labor standards protect the average working employee from exploitation by
8 employers who have the responsibility to follow the laws and who may seek to take advantage of
9 superior economic and bargaining power in setting onerous terms and conditions of employment. The
10 nature of this action and the format of laws available to Plaintiff and members of the Classes make
11 the class action format a particularly efficient and appropriate procedure to redress the violations
12 alleged herein. If each employee were required to file an individual lawsuit, Defendants would
13 necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the
14 limited resources of each individual plaintiff with their vastly superior financial and legal resources.

15 52. Moreover, requiring each member of the Classes to pursue an individual remedy would
16 also discourage the assertion of lawful claims by employees who would be disinclined to file an action
17 against their former and/or current employer for real and justifiable fear of retaliation and permanent
18 damages to their careers at subsequent employment. Further, the prosecution of separate actions by
19 the individual class members, even if possible, would create a substantial risk of inconsistent or
20 varying verdicts or adjudications with respect to the individual class members against Defendants
21 herein and which would establish potentially incompatible standards of conduct for Defendants;
22 and/or legal determinations with respect to individual class members which would, as a practical
23 matter, be dispositive of the interest of the other class members not parties to adjudications or which
24 would substantially impair or impede the ability of the class members to protect their interests.
25 Further, the claims of the individual members of the class are not sufficiently large to warrant
26 vigorous individual prosecution considering all of the concomitant costs and expenses attending
27 thereto. As such, the Classes identified in Paragraph 45 are maintainable as Classes under § 382 of
28 the Code of Civil Procedure.

FIRST CAUSE OF ACTION
MINIMUM WAGE VIOLATIONS
(AGAINST ALL DEFENDANTS)

53. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

54. Section 4 of the applicable Wage Order(s) and Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon.

55. At all relevant times herein, Defendants failed to record all time accurately worked. This includes but is not limited to the Defendants' uniform and unlawful rounding and/or time editing policy/practice, which resulted in these individuals not being paid for all hours they actually suffered or permitted to work. Accordingly, Plaintiff and members of the Classes were not compensated for all hours worked, including all hours they were subject to the control of Defendants and/or suffered or permitted to work under the Labor Code and applicable Wage Orders.

56. Labor Code § 1198 makes an employee's employment unlawful under conditions that the Industrial Welfare Commission prohibits. Labor Code §§ 1194(a) and 1194.2(a) provide that an employer who has failed to pay its employees the legal minimum wage is liable to pay those employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount equal to the wages due and interest thereon.

57. As a direct and proximate result of Defendants' unlawful conduct as alleged herein, Plaintiff and the Classes have sustained economic damages, including but not limited to unpaid wages and lost interest, in an amount to be established at trial, and they are entitled to recover economic and statutory damages and penalties and other appropriate relief as a result of Defendants' violations of the Labor Code and applicable Wage Orders.

58. Defendants' practice and uniform administration of corporate policy regarding illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and members

1 of the Classes in a civil action for the unpaid amount of minimum wages, liquidated damages,
2 including interest thereon, statutory penalties, attorney's fees, and costs of suit according to Labor
3 Code §§ 204, 558, 1194 *et seq.*, 1197, 1198, and Code of Civil Procedure § 1021.5.

4 **SECOND CAUSE OF ACTION**

5 **FAILURE TO PAY ALL OVERTIME WAGES**

6 **(AGAINST ALL DEFENDANTS)**

7 59. Plaintiff re-alleges and incorporates all previous paragraphs by reference.

8 60. This cause of action is brought pursuant to Labor Code §§ 204, 210, 510, 558, 1194,
9 and 1198, which provide that non-exempt employees are entitled to overtime wages for all overtime
10 hours worked and provide a private right of action for the failure to pay all overtime compensation
11 for overtime work performed.

12 61. At all times relevant herein, Defendants were required to properly pay Plaintiff and
13 members of the Overtime Subclass for all overtime hours worked pursuant to California Labor Code
14 § 1194 and the applicable Wage Orders.

15 62. Section 3 of the applicable Wage Order requires an employer to pay an employee "one
16 and one-half (1 1/2) times the employee's regular rate of pay" for work in excess of 8 hours per
17 workday and/or in excess of 40 hours of work in the workweek. The same section also requires an
18 employer to pay an employee double the employee's regular rate of pay for work in excess of twelve
19 hours each workday and/or for work in excess of 8 hours on the seventh consecutive day of work in
20 the workweek. Defendants caused Plaintiff to work overtime and hours but did not compensate
21 Plaintiff or members of the Overtime Subclass at one and one-half times their "regular rate of pay"
22 for such hours.

23 63. At all relevant times herein, Defendants failed to conform their pay practices to the
24 requirements of the law. This unlawful conduct includes but is not limited to, time rounding and/or
25 time editing policy/practice and Defendants' failure to include all forms of compensation, including,
26 but not limited to, shift pay, commissions, incentive pay, and non-discretionary bonuses in calculating
27 the "regular rate of pay," which resulted in these individuals not being paid for all overtime hours
28 worked.

1 64. The foregoing policies and practices are unlawful and create an entitlement to recovery
2 by Plaintiff and the members of the Overtime Subclass in a civil action for the unpaid amount of
3 overtime wages, including interest thereon, statutory penalties, attorney's fees, and costs of suit
4 according to Labor Code §§ 204, 210, 510, 1194, and 1198, the applicable Wage Orders, and Code
5 of Civil Procedure § 1021.5.

6 **THIRD CAUSE OF ACTION**

7 **MEAL PERIOD VIOLATIONS**

8 **(AGAINST ALL DEFENDANTS)**

9 65. Plaintiff re-alleges and incorporates all previous paragraphs by reference.

10 66. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in
11 their affirmative obligation to provide all of their hourly non-exempt employees, including Plaintiff
12 and members of the Class, with all required meal periods in accordance with the mandates of the
13 California Labor Code and applicable Wage Orders, for the reasons set forth in the Common
14 Allegations section of this Complaint.

15 67. Despite Defendants' violations, Defendants have not paid an additional hour of pay at
16 the "regular rate of pay" to Plaintiff and Class members at their respective regular rates of pay for
17 each violation, per California Labor Code § 226.7.

18 68. As a result, Defendants are responsible for paying premium compensation at the
19 "regular rate of pay" for meal period violations, including interest thereon, statutory penalties, and
20 costs of suit pursuant to the applicable Wage Orders, Labor Code §§ 226.7, 512, and Civil Code §§
21 3287(b) and 3289.

22 **FOURTH CAUSE OF ACTION**

23 **REST PERIOD VIOLATIONS**

24 **(AGAINST ALL DEFENDANTS)**

25 69. Plaintiff re-alleges and incorporates all previous paragraphs by reference.

26 70. Section 12 of the applicable Wage Orders and Labor Code §§ 226.7 and 516
27 establishes the right of non-exempt employees to be provided with a rest period of at least ten (10)
28 minutes for each four (4) hour period worked or major fraction thereof.

71. Due to their unlawful rest period policy/practices and operational requirements/work demands, Defendants did not authorize and permit Plaintiff and Class members to take all rest periods to which they were legally entitled.

72. Despite Defendants' violations, Defendants have not paid an additional hour of pay at the "regular rate of pay" to Plaintiff and Class members at their respective regular rates of pay for each violation, per California Labor Code § 226.7.

73. The foregoing violations create an entitlement to recovery by Plaintiff and members of the Class in a civil action for the unpaid amount of rest period premiums owing, including interest thereon, statutory penalties, and costs of suit pursuant to the applicable Wage Orders, Labor Code §§ 226.7 and 516, and Civil Code §§ 3287(b) and 3289.

FIFTH CAUSE OF ACTION

FAILURE TO PAY ALL SICK TIME

(AGAINST ALL DEFENDANTS)

74. Plaintiff re-alleges and incorporates all previous paragraphs by reference.

75. This cause of action is brought pursuant to Labor Code §§ 246, 558, 1194.2, 1197.1, 1198, and 1199 which provide that “[a]n 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. . . at the rate of not less than one hour per every 30 hours worked, beginning at the commencement of employment.”

76. At all times relevant herein, Defendants were required to properly pay Plaintiff and Class members for all sick time pursuant to California Labor Code § 246 and the applicable Wage Orders.

77. Labor Code § 246(l)(1) provides that paid sick time for non-exempt employees must be “calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek.” Additionally, Labor Code § 246(l)(2) states that the paid sick time must be “calculated by dividing the employee’s total wages, not including overtime premium pay, by the employee’s total hours worked in the full pay periods of the prior 90 days of employment.” Finally, Labor Code §246(i)

1 requires employers to “provide an employee with written notice that sets forth the amount of paid
2 sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either
3 the employee’s itemized wage statement described in Section 226 or in a separate writing provided
4 on the designated pay date with the employee’s payment of wages.”

5 78. Defendants failed in their obligation to provide Plaintiff and the Class the legally
6 required paid sick days at the legal rate pursuant to Labor Code §§ 246(a), (b). Plaintiff and the Class
7 members were not paid at the correct “regular rate of pay.”

8 79. The foregoing policies and practices are unlawful and create an entitlement to recovery
9 by Plaintiff and the members of the Class in a civil action for the unpaid amount of wages, including
10 interest thereon, statutory penalties, attorney’s fees, and costs of suit according to Labor Code §§ 246
11 1192, 1194 *et seq.*, 1197, 1198, the applicable Wage Orders, and Code of Civil Procedure § 1021.5.

12 **SIXTH CAUSE OF ACTION**

13 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

14 **(AGAINST ALL DEFENDANTS)**

15 80. Plaintiff re-alleges and incorporates all previous paragraphs by reference.

16 81. Labor Code 226(a) states in pertinent part the following:

17 “(a) An employer, semimonthly or at the time of each payment of wages,
18 shall furnish to his or her employee, either as a detachable part of the check,
19 draft, or voucher paying the employee’s wages, or separately if wages are
20 paid by personal check or cash, an accurate itemized statement in writing
21 showing (1) gross wages earned, (2) total hours worked by the employee,
22 (3) the number of piece-rate units earned and any applicable piece rate if the
23 employee is paid on a piece-rate basis, (4) all deductions, provided that all
24 deductions made on written orders of the employee may be aggregated and
25 shown as one item, (5) net wages earned, (6) the inclusive dates of the
26 period for which the employee is paid, (7) the name of the employee and
only the last four digits of his or her social security number or an employee
identification number other than a social security number, (8) the name and
address of the legal entity that is the employer, and (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.”

27 82. As set forth above, during the Class Period, Defendants issued and continue to issue
28 wage statements to their employees, including Plaintiff and members of the Wage Statement

1 Subclass, which are inadequate under Labor Code Section § 226(a).

2 83. Because Defendants failed to pay Plaintiff and the Wage Statement Subclass for all
3 overtime, sick pay wages, and missed meal and rest period premiums at the appropriate “regular rate
4 of pay,” Defendants failed to include required information on Plaintiff and the Wage Statement
5 Subclass’ wage statements, including, but not limited to, the total hours worked and the correct
6 corresponding number of hours worked at each hourly rate in violation of Labor Code section
7 226(a)(1,2,5 and 9).

8 84. Defendants’ failure to comply with section 226(a) of the Labor Code was knowing
9 and intentional.

10 85. As a result of Defendants’ issuance of inaccurate itemized wage statements to Plaintiff
11 and members of the Wage Statement Subclass in violation of section 226(a) of the California Labor
12 Code, Plaintiff and members of the Wage Statement Subclass are each entitled to recover an initial
13 penalty of \$50, and subsequent penalties of \$100, up to an amount not exceeding an aggregate penalty
14 of \$4,000 per Plaintiff and per every member of the Wage Statement Subclass from Defendants’
15 pursuant to section 226(e) of the Labor Code, costs and reasonable attorneys’ fees.

16 **SEVENTH CAUSE OF ACTION**

17 **WAITING TIME PENALTIES**

18 **(AGAINST ALL DEFENDANTS)**

19 86. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

20 87. The actionable period for this cause of action is three years before the filing of this
21 Complaint through the present and ongoing until the violation is corrected, or the class is certified.

22 88. Labor Code §§ 201 and 202 require Defendants to pay all compensation due and owing
23 to Plaintiff and the Waiting Time Subclass during the actionable period for this cause of action at or
24 around the time their employment is or was terminated or ended.

25 89. Labor Code § 203 provides that if an employer willfully fails to pay compensation
26 promptly upon discharge or resignation, as required by Labor Code sections 201 and 202, the
27 employer is liable for penalties for continued compensation up to thirty (30) workdays.

28 90. Defendants willfully failed to pay the Waiting Time Subclass for all hours worked,

1 including all minimum and overtime, sick pay wages, and their meal and rest period premiums at the
2 “regular rate of pay,” before or upon termination or separation from employment with Defendants as
3 required by Labor Code §§ 201 and 202.

4 91. As a result, Defendants are liable to the Waiting Time Subclass for waiting time
5 penalties amounting to thirty (30) days wages for Plaintiff and the Waiting Time Subclass pursuant
6 to Labor Code § 203. *See, e.g., DLSE Manual, 4.3.4 (Failure to pay any sort of wages due upon*
7 *termination entitles an employee to recover waiting time penalties).*

8 **EIGHT CAUSE OF ACTION**

9 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**

10 **(AGAINST ALL DEFENDANTS)**

11 92. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

12 93. Labor Code 2802(a) states in pertinent part the following: “(a) An employer shall
13 indemnify his or her employee for all necessary expenditures or losses incurred by the employee in
14 direct consequence of the discharge of his or her duties, or of his or her obedience to the directions
15 of the employer, even though unlawful, unless the employee, at the time of obeying the directions,
16 believed them to be unlawful.”

17 94. As set forth above, Plaintiff and Class members must be compensated for all necessary
18 business expenditures, including, but not limited to, a reasonable portion of their monthly personal
19 cell phone bills incurred in the discharge of their duties. (See *Cochran v. Schwan’s Home Service,*
20 *Inc.* (2014) 228 Cal.App.4th 1137 (“We hold that when employees must use their personal cell phones
21 for work-related calls, Labor Code section 2802 requires the employer to reimburse them. Whether
22 the employees have cell phone plans with unlimited minutes or limited minutes, the reimbursement
23 owed is a reasonable percentage of their cell phone bills.”).

24 95. At all relevant times, Defendants have failed to comply with Labor Code Section 2802
25 and the applicable Wage Orders by failing to reimburse Plaintiff and the Class for all necessary
26 business expenditures.

27 **NINTH CAUSE OF ACTION**

28 **UNFAIR COMPETITION**

1 (AGAINST ALL DEFENDANTS)

2 96. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

3 97. Defendants have engaged and continues to engage in unfair and/or unlawful business
4 practices in California in violation of California Business and Professions Code § 17200 *et seq.*, by
5 failing to pay all overtime and sick pay wages at the proper legal rate, by failing to provide all legally
6 required meal and rest periods or pay premium payments at the “regular rate of pay” in lieu thereof,
7 by failing to provide accurate wage statements, by failing to reimburse for all necessary business
8 expenses adequately, and by failing to pay all earned wages at the time of separation from
9 employment.

10 98. Defendants’ utilization of these unfair and/or unlawful business practices deprived
11 Plaintiff and continues to deprive members of the Classes of compensation to which they are legally
12 entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over
13 Defendants competitors who have been and/or are currently employing workers and attempting to do
14 so in honest compliance with applicable wage and hour laws.

15 99. Because Plaintiff is a victim of Defendants’ unfair and/or unlawful conduct alleged
16 herein, Plaintiff, for himself and on behalf of the members of the Classes, seeks full restitution of
17 monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or
18 converted by Defendants’ pursuant to Business and Professions Code §§ 17203 and 17208.

19 100. The acts complained of herein occurred within the last four years immediately
20 preceding the filing of the Complaint in this action.

21 101. Plaintiff was compelled to retain the services of counsel to file this court action to
22 protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf of
23 Defendants’ current hourly non-exempt employees, and to enforce important rights affecting the
24 public interest. Plaintiff has thereby incurred the financial burden of attorneys’ fees and costs, which
25 he is entitled to recover under Code of Civil Procedure § 1021.5.

26 **TENTH CAUSE OF ACTION**

27 **PRIVATE ATTORNEYS GENERAL ACT**

28 (AGAINST ALL DEFENDANTS)

1 102. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

2 103. Defendants have committed several Labor Code violations against Plaintiff and other
3 similarly aggrieved employees. Plaintiff, an “aggrieved employee” within the meaning of Labor Code
4 § 2698 *et seq.*, acting on behalf of himself and other similarly aggrieved employees, brings this PAGA
5 representative action against Defendants to recover the civil penalties due to Plaintiff, other similarly
6 aggrieved employees, and the State of California according to proof pursuant to Labor Code § 2699
7 (a) and (f) including, but not limited to (1) \$100 for each initial violation and (2) \$200 for each
8 subsequent violation per employee per pay period for those violations of the Labor Code for which
9 no civil penalty is specifically provided based on the following Labor Code violations:

10 a) Failing to pay Plaintiff and similarly Aggrieve Employees for all minimum wages for
11 all hours worked or for which they were subject to the control of the employer;

12 b) Failing to pay Plaintiff and other similarly Aggrieved Employees all overtime and
13 sick pay wages at the appropriate premium rates in violation of Labor Code §§ 246, 510, 1194, 1197;

14 c) Failing to provide Plaintiff and other similarly Aggrieved Employees with all of their
15 statutorily-mandated meal periods in violation of Labor Code §§ 204, 510, 1194 and 1198;

16 d) Failing to authorize and permit Plaintiff and other similarly Aggrieved employees
17 with all of their statutorily-mandated rest periods in violation of Labor Code §§ 226.7 and 516;

18 e) Failing to furnish Plaintiff and other similarly situated employees with complete,
19 accurate, itemized wage statements in violations of Labor Code § 226(a) and applicable Wage Orders;

20 f) Failing to pay final wages in a timely manner in violation of Labor Code §§ 201-203
21 and applicable Wage Orders; and

22 g) Failing to reimburse Plaintiff and other aggrieved employees with all necessary
23 business expenditures in violation of Labor Code §§ 2802-2804 and applicable Wage Orders

24 104. On or about November 6, 2024, Plaintiff notified Defendants Staffing Network
25 Holdings, L.L.C. and/or Lamonica’s Pizza Dough International, Inc. (collectively “Defendants”) and
26 the California Labor and Workforce Development Agency (“LWDA”) via email of Defendants’
27 violations of the California Labor Code § 2698 *et seq.*, with respect to violations of the California
28 Labor Code identified in Paragraph 103 (a)-(g). Now that the sixty-five days have passed from

1 Plaintiff notifying Defendants of these violations, Plaintiff has exhausted his administrative
2 requirements for bringing a claim under the Private Attorneys General Act with respect to these
3 violations.

4 105. Plaintiff was compelled to retain the services of counsel to file this court action to
5 protect his interests and the interests of similarly aggrieved employees, and to assess and collect the
6 civil penalties owed by Defendants. Plaintiff has hereby incurred attorneys' fees and costs, which he
7 is entitled to receive under California Labor Code § 2699.

8 **PRAYER FOR RELIEF**

9 **WHEREFORE**, Plaintiff prays for judgment for himself and all others on whose behalf this
10 suit is brought against Defendants, as follows:

- 11 1. For an order certifying the proposed Classes;
- 12 2. For an order appointing Plaintiff as representative of the Classes;
- 13 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 14 4. Upon the First and Second Cause of Action for compensatory, consequential,
15 general, and special damages according to proof pursuant to Labor Code §§ 204, 210, 510, 1194,
16 1197, 1197.1, and 1198 and reasonable attorneys' fees and costs;
- 17 5. Upon the Third Cause of Action, for compensatory, consequential, general, and
18 special damages according to proof pursuant to Labor Code §§ 204, 210, 510, 1194, 1197, and 1198
19 and reasonable attorneys' fees and costs;
- 20 6. Upon the Third Cause of Action, for compensatory, consequential, general, and
21 special damages according to proof pursuant to Labor Code §§ 226.7 and 512;
- 22 7. Upon the Fourth Cause of Action, for compensatory, consequential, general, and
23 special damages according to proof pursuant to Labor Code §§ 226.7 and 516;
- 24 8. Upon the Fifth Cause of Action, for compensatory, consequential, general, and
25 special damages according to proof pursuant to Labor Code §§ 246, 558, 1194.2, 1198, and 1199;
- 26 9. Upon the Sixth Cause of Action, penalties pursuant to Labor Code § 226(a), and
27 reasonable costs and attorney's fees;
- 28 10. Upon the Seventh Cause of Action, for statutory waiting time penalties pursuant to

1 Labor Code §§ 201-203;

2 11. Upon the Eighth Cause of Action, for unreimbursed expenses, interest, and
3 attorney's fees and costs pursuant to Labor Code § 2802;

4 12. Upon the Ninth Cause of Action, for restitution to Plaintiff and members of the
5 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
6 practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*;

7 13. Upon the Tenth Cause of Action, for civil penalties due to Plaintiff, other similarly
8 Aggrieved Employees, and the State of California according to proof pursuant to Labor Code § 2699
9 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation and \$200 for each
10 subsequent violation per employee per pay period for those violations of the Labor Code for which
11 no civil penalty is specifically provided under the Labor Code, and for reasonable attorneys' fees and
12 costs;

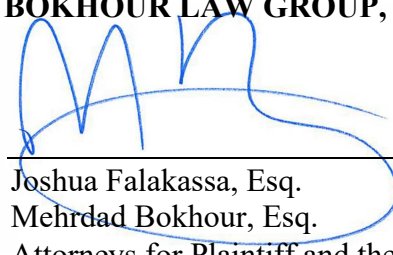
13 14. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code
14 § 218.6 and Civil Code §§ 3287 and 3289;

15 15. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
16 218.5, 226, 1194, Code of Civil Procedure § 1021.5; and

17 16. For such other relief that the Court may deem just and proper.
18

19 Dated: January 14, 2025

FALAKASSA LAW, P.C.
BOKHOUR LAW GROUP, P.C.

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21
22 By: 

Joshua Falakassa, Esq.

Mehrdad Bokhour, Esq.

Attorneys for Plaintiff and the Putative Classes
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