

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Richard Burdge

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

CARMINE SCIALFO,

Plaintiff,

vs.

TTT WEST COAST, INC.; B-T-L
PAYROLLS, LLC; and DOES 1 to 25,
inclusive,

Defendants.

CASE NO.: 21STCV21137

COMPLAINT FOR DAMAGES FOR:

- 1) FAILURE TO COMPENSATE FOR ALL HOURS WORKED;**
- 2) FAILURE TO PAY MINIMUM WAGES;**
- 3) FAILURE TO PAY OVERTIME;**
- 4) FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS;**
- 5) FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS;**
- 6) FAILURE TO PAY WAGES OWED EVERY PAY PERIOD;**
- 7) VIOLATION OF LABOR CODE SECTION 558;**
- 8) FAILURE TO MAINTAIN ACCURATE RECORDS;**
- 9) FAILURE TO PROVIDE REST BREAKS;**
- 10) FAILURE TO PROVIDE MEAL BREAKS;**
- 11) PRIVATE ATTORNEYS GENERAL ACT ("PAGA")**
- 12) FAILURE TO REIMBURSE BUSINESS EXPENSES;**
- 13) FAILURE TO PROVIDE PAY RECORDS;**
- 14) FAILURE TO PROVIDE PERSONNEL RECORDS;**
- 15) VIOLATION OF BUSINESS AND**

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follows:

PARTIES, JURISDICTION, and VENUE

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of Los Angeles in this judicial district because Defendants TTT WEST COAST, INC.; B-T-L PAYROLLS, LLC and DOES 1 to 25, inclusive, (hereinafter collectively known as “Defendants” or “TTT”), do business in the County of Los Angeles, and because Defendants’ obligations and liabilities arise therein, and because the work that was performed by Plaintiff in the County of Los Angeles is the subject of this action. Moreover, Plaintiff’s damages sought herein exceed \$25,000.

2. Plaintiff is a male resident of the County of Los Angeles, State of California.

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant TTT WEST COAST, INC. is a California corporation, doing business in the County of Los Angeles, State of California, and which employed Plaintiff.

4. Plaintiff is informed and believes that at all times herein mentioned, Defendant B-T-L PAYROLLS, LLC is a California corporation, doing business in the County of Los Angeles, State of California, and which employed Plaintiff. Plaintiff is informed and believes that TTT WEST COAST, INC. and B-T-L PAYROLLS, LLC are “joint employers” under

1 California law as they both controlled the wages, hours, and working conditions of Plaintiff
2 and other similarly situated aggrieved employees.

3 5. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or
4 associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues
5 them by these fictitious names. Plaintiff is informed and believes that each of the DOE
6 defendants, numbers 1 to 25, reside in the State of California and are in some manner
7 responsible for the conduct alleged herein. Upon discovering the true names and capacities of
8 these fictitiously named defendants, Plaintiff will amend this complaint to show the true names
9 and capacities of these fictitiously named defendants.
10

11 6. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of
12 that information and belief, alleges that at all times herein mentioned, each of the remaining
13 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
14 under the authority of their agency, employment, or representative capacity, with the consent
15 of his/her codefendants.
16

17 **GENERAL ALLEGATIONS**

18 7. Plaintiff has been working for TTT and related entities for the past 20 years.

19 8. Plaintiff initially worked as a producer on the Extra TV show and then was brought
20 back as a Media Manager, working in the library.

21 9. As of 2020, Plaintiff was classified as an hourly, non-exempt employee and was
22 earning \$25.00 per hour.

23 10. Plaintiff's job duties actually included grunt work outside of his job
24 description, including lifting boxes and similar tasks.

25 11. It is Plaintiff's position that TTT has violated numerous Labor Code Sections against
26 Plaintiff and other similarly situated aggrieved employees, who include all non-exempt, hourly
27 employees who worked for TTT in the State of California during the relevant PAGA period.
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1 12. TTT violated Labor Code § 1194, 1194.2, 1197, and 1197.1 because it failed to pay
2 Plaintiff and other similarly situated aggrieved employees for all hours worked, including the
3 statutory minimum wage for all hours worked and for “off the clock” work. Plaintiff and others
4 were not paid for all hours worked in violation of Labor Code Section 1194 and the applicable
5 Industrial Welfare Commission Wage Order as Plaintiff and others would work several hours
6 per week that were not counted towards his hours worked. When Plaintiff logged the actual
7 hours he worked, he would get reprimanded, and the company would not allow it since there
8 was a company policy of not allowing overtime. Due to the latter, the company would do
9 anything in its power to make sure that Plaintiff’s and others’ work hours were 40 hours per
10 week on the dot or less, despite how many hours Plaintiff and others actually worked.
11 Moreover, TTT had a company policy of rounding down the actual hours worked as a part of
12 their business practice, which disproportionately affected the employees and resulted in less
13 working hours and less pay. Moreover, and as alluded to below, Plaintiff was required as a
14 matter of company policy to write down that he actually took a statutory meal period when he
15 in fact did not. As such, TTT deducted meal breaks from Plaintiff’s hours worked even though
16 he did not take a meal break and was not relieved of all work duty. In sum, Plaintiff was
17 required to turn in a 40-hour per week timesheet irrespective of actual hours worked over 40.
18 As such, TTT violated the minimum wage laws by not compensating Plaintiff and others for
19 this “off the clock” work.

20 13. Due to the above “off the clock” violations, TTT also violated Labor Code §510 because
21 it failed to pay Plaintiff and other aggrieved employees overtime compensation, even though
22 they worked more than 8 hours per day, 12 hours per day, and/or 40 hours per week throughout
23 their employment. Plaintiff’s and other aggrieved employees’ actual work hours entitled them to
24 overtime compensation, however, TTT did not compensate its hourly, non-exempt employees
25 with overtime. Since it was company policy not to allow overtime, TTT manipulated Plaintiff’s
26 and others’ work hours in order to prevent the payment of any overtime compensation. In
27 addition, to the extent TTT gives its employees non-discretionary bonuses, it does not factor that
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1 bonus in calculating the employees' regular rate of pay for the purposes of calculating the correct
2 amount of overtime compensation.

3 14. TTT also violated Labor Code § 226.7 and the appropriate Industrial Welfare
4 Commission Wage Order because it failed to provide Plaintiff and other similarly situated
5 aggrieved employees with 10-minute rest periods for every four hours of work, or majority
6 portion thereof, throughout their employment. TTT did not completely relieve Plaintiff and
7 others of all duty during said rest periods. TTT did not pay to Plaintiff and others one additional
8 hour of pay at Plaintiff's regular rate of compensation for each workday that one or more
9 statutory rest periods was not provided. It was not part of the company policy for employees
10 such as Plaintiff and others to take rest breaks. As such, the culture at TTT did not lend itself to
11 the employees receiving statutory rest breaks wherein they were relieved of all work duties. The
12 environment at TTT was not conducive to receiving statutory rest breaks under California law
13 and timely, statutory rest breaks were not authorized or enforced. Plaintiff literally never
14 received a ten-minute rest break for every four hours of work wherein he was relieved of all
15 work duties. Plaintiff and others were instructed by TTT management to "log" breaks even
16 though breaks were not received. Plaintiff was advised that he would be fired if he did not follow
17 the protocol of logging breaks even if he did not receive such breaks. Management would tell
18 Plaintiff to "find time to put it down".

19 15. TTT violated Labor Code §§ 512 and 226.7 along with the appropriate Industrial Welfare
20 Commission Wage Order because it failed to provide hourly, non-exempt employees, including
21 Plaintiff and others, the requisite 30-minute, uninterrupted meal periods for every five (5) hours
22 of work throughout their employment. TTT did not completely relieve Plaintiff and other
23 employees of all duty during said meal periods. TTT did not pay to Plaintiff and its hourly, non-
24 exempt employees one additional hour of pay at their regular rate of compensation for each
25 workday that one or more statutory meal periods was not provided. The hourly, non-exempt
26 employees, including Plaintiff, would often not be able to receive their meal periods before the
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1 5th hour worked. Moreover, Plaintiff was told by management that he was required to write down
2 that he took his meal breaks when he in fact did not take them. The company did not care about
3 whether employees such as Plaintiff and others took breaks. The company only cared that it
4 looked like it was compliant with statutory break laws on paper. Like the rest breaks, receiving
5 a thirty-minute uninterrupted and timely meal break was not part of the company culture and
6 was not enforced by TTT. Consequently, it was the normal practice and custom of TTT not to
7 authorize, permit, and enforce timely statutory meal periods.

8 16. Furthermore, during the relevant time period and based on the above, TTT failed to pay
9 Plaintiff and others all wages due to them within any time period specified by California Labor
10 Code section 204.

11 17. TTT was also in violation of California Labor Code section 226(a), by failing to include
12 pertinent information on the wage statements, including but not limited to, the full and correct
13 name of the legal employer along with the employer's correct legal address, all hours worked
14 (including "off the clock" hours and overtime), all applicable hourly rates in effect, the correct
15 identifying information for each employee, gross wages earned, net wages earned, premium pay
16 for the missed meal and rest breaks, the correct start and end of the pay period, all deductions,
17 and business expense reimbursement, among others. As such, TTT did not provide Plaintiff and
18 other similarly situated aggrieved employees with complete, accurate itemized wage statements.

19 18. During the relevant time period, TTT also failed to keep accurate and complete payroll
20 records showing the actual hours worked per day and the wages paid to Plaintiff and others
21 pursuant to California Labor Code sections 1174(d).

22 19. TTT also violated Labor Code § 203 because it willfully failed to pay other Plaintiff and
23 similarly situated aggrieved employees earned and due wages upon separation of employment,
24 either immediately upon involuntary termination, or within 72 hours of resignation. These earned
25 but unpaid wages include compensation for all hours worked, including minimum wages,
26 overtime compensation, premium pay for missed meal and rest breaks, and business expense
27 reimbursement.
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1 20. Also, during the relevant time period, Plaintiff and other aggrieved employees incurred
2 necessary, business-related expenses and costs that were not reimbursed by TTT. These costs
3 include, but are not limited to, use of personal cell phones for work purposes. Furthermore, TTT
4 did not compensate Plaintiff and others for their relocation costs. Accordingly, TTT was in
5 violation of California Labor Code sections 2800 and 2802.

6 21. Moreover, TTT failed to provide sick pay pursuant to Labor Code section 246.

7 22. TTT also failed to provide Worker's Compensation coverage for Plaintiff and other
8 aggrieved employees in violation of Labor Code Section 3700.5.
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10 **FIRST CAUSE OF ACTION**

11 **FAILURE TO COMPENSATE FOR ALL HOURS WORKED**

12 **(California Industrial Welfare Commission Order 4-2001/11-2001, California Code of**
13 **Regulations Title 8 Section 11040/11110, and California Labor Code Section 1198)**

14 **(Plaintiff against all named defendants and all DOE defendants)**

15 23. Plaintiff re-alleges and incorporates by reference each and every allegation in
16 paragraphs 1 through 22, inclusive, of this Complaint as though fully set forth herein.

17 24. At all times relevant herein, Defendants were required to compensate its employees for
18 all hours worked upon reporting for work at the appointed time stated by the employer
19 pursuant to Industrial Welfare Commission Order 4-2001, California Code of Regulations,
20 Title 8, Section 11040 and/or Industrial Welfare Commission Order 11-2001, California Code
21 of Regulations, Title 8, Section 11110.

22 25. For the three (3) years preceding filing of this action, Defendants failed to compensate
23 Plaintiff for all hours worked.

24 26. Under the aforementioned wage order and regulations, Plaintiff is to recover
25 compensation for all hours worked but not paid by Defendants for the three (3) years
26 preceding the filing of this Complaint.

27 27. As a proximate result of the aforementioned violations, Plaintiff has been damaged in
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1 an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of
2 this Court.

3 28. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and
4 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is
5 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus
6 reasonable attorney's fees and costs of suit.

7 29. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
8 along with any allowable interest, penalties, attorney's fees, and costs which will equal an
9 amount known to Plaintiff once he has obtained all of his payroll records from
10 Defendants.

11 **SECOND CAUSE OF ACTION**

12 **FAILURE TO PAY MINIMUM WAGES**

13 **(California Labor Code Sections 1194, 1194.2, 1197)**

14 **(Plaintiff against all named defendants and all DOE defendants)**

15 30. Plaintiff re-alleges and incorporates by reference each and every allegation in
16 paragraphs 1 through 29, inclusive, of this Complaint as though fully set forth herein.

17 31. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer
18 to suffer or permit a California employee to work without paying wages at the minimum wage
19 rate for all hours worked as required by the applicable Industrial Welfare Commission
20 (hereinafter "IWC") Wage Order No. 4-2001, codified at California Code of Regulations, Title
21 8, Section 11040, subdivision 4 and/or Wage Order No. 11-2001, codified at California Code
22 of Regulations, Title 8, Section 11110, subdivision 4.

23 32. Pursuant to IWC Wage Order no. 4-2001 and/or 11-2001, subdivision 2(K)/2(H), at all
24 relevant times, "hours worked" included "the time during which an employee is subject to the
25 control of an employer, and includes all the time the employee is suffered or permitted to work,
26 whether or not required to do so..."

27 33. During his employment, Plaintiff was regularly required as a matter of uniform
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1 policy and practice to work, and in fact worked, as an employee of Defendants and Plaintiff
2 was paid less than the minimum wage rate by Defendants for hours worked in violation of
3 California Labor Code Section 1197 and the applicable California Industrial Wage
4 Commission wage order(s).

5 34. Plaintiff was, at all relevant times, under the control of Defendants and suffered or
6 permitted to work by Defendants. Defendants' acts or omissions in failing to adequately
7 compensate Plaintiff were not in good faith nor were there reasonable grounds for Defendants
8 to believe that their acts or omissions were not contrary to California law.

9 35. For all hours worked by Plaintiff for which he was paid less than the minimum wage
10 rate by Defendants, Plaintiff is entitled to not less than the applicable California minimum
11 wage rate and, pursuant to Labor Code Section 1194.2(a), liquidated damages in an amount
12 equal to unpaid minimum wages and interests thereon. Pursuant to Labor Code Section 1194,
13 Plaintiff is also entitled to attorney's fees, costs and interests according to proof.

14 36. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
15 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
16 trial.

17 **THIRD CAUSE OF ACTION**

18 **FAILURE TO PAY OVERTIME**

19 **(California Industrial Welfare Commission Order 4-2001/11-2001, California Code of**
20 **Regulations Title 8 Section 11040/11110)**

21 **(Plaintiff against all named defendants and all DOE defendants)**

22 37. Plaintiff re-alleges and incorporates by reference each and every allegation in
23 paragraphs 1 through 36, inclusive, of this Complaint as though fully set forth herein.

24 38. Pursuant to Industrial Welfare Commission Order No. 4-2001, California Code of
25 Regulations, Title 8, Section 11040 and/or Industrial Welfare Commission Order No. 11-2001,
26 California Code of Regulations, Title 8, Section 11110, for the period of Plaintiff's
27 employment, Defendants were required to compensate Plaintiff for all overtime, which is
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1 calculated at one and one-half (1.5) times the regular rate of pay for hours worked in excess of
2 eight (8) in a day or forty (40) hours in a week, and two (2) times the regular rate of pay for
3 hours worked in excess of twelve (12) hours in a day or hours worked in excess of eight (8) on
4 the seventh consecutive workday in a week.

5 39. Plaintiff was a non-exempt employee entitled to the protections of the California
6 Industrial Welfare Commission Order No. 4-2001, California Code of Regulations, Title 8,
7 Section 11040 and/or California Industrial Welfare Commission Order No. 11-2001, California
8 Code of Regulations, Title 8, Section 11110.

9 40. Plaintiff worked more than eight (8) hours in a single workday or forty (40) hours in a
10 single workweek on numerous occasions.

11 41. Plaintiff worked more than twelve (12) hours in a single workday.

12 42. Plaintiff was entitled to the above overtime premiums.

13 43. Defendants did not pay Plaintiff premium wages of at least one and one-half times
14 Plaintiff's regular rate of pay for hours worked past eight (8) in a day.

15 44. Defendants did not pay Plaintiff premium wages of at least one and one-half times
16 Plaintiff's regular rate of pay for hours worked past forty (40) in a week.

17 45. Defendants did not pay Plaintiff premium wages of at least two times Plaintiff's regular
18 rate of pay for hours worked past twelve (12) in a day.

19 46. Plaintiff worked at least one pay period in which he was not properly paid overtime
20 within the three (3) years prior to the initiation of this lawsuit.

21 47. Defendants know or should know the actual dates of overtime worked, the amount of
22 overtime worked, and the amount of unpaid overtime due.

23 48. As a proximate result of Defendants' violations, Plaintiff has been damaged in an
24 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
25 Court.

26 49. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
27 Regulations, Title 8, Sections 11040 and/or 11110 , Plaintiff is entitled to recover damages for
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1 the nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
2 reasonable attorney's fees and costs of suit.

3 50. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
4 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
5 trial.

6 **FOURTH CAUSE OF ACTION**

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

8 **(California Labor Code Section 226)**

9 **(Plaintiff against all named defendants and all DOE defendants)**

10 51. Plaintiff re-alleges and incorporates by reference each and every allegation in
11 paragraphs 1 through 50, inclusive, of this Complaint as though fully set forth herein.

12 52. Pursuant to California Labor Code Section 226, every employer must furnish each
13 employee an itemized statement of wages and deductions at the time of payment of wages.

14 53. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs
15 that accurately reflected all information required by Labor Code Section 226, including but not
16 limited to, accurate figures for gross wages earned, net wages earned, total hours worked by
17 the employee (regular and overtime), commission payments, all deductions, premium pay for
18 missed rest breaks and meal breaks, and business expense reimbursement. Therefore,
19 Defendants failed to maintain and provide accurate itemized wage statements to Plaintiff in
20 accordance with California Labor Code Section 226(a).

21 54. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the
22 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
23 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay
24 period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and
25 reasonable attorney's fees. Plaintiff only claims damages under this cause of action pursuant to
26 the 3-year period immediately preceding the date this lawsuit was filed.

27 55. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
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1 sustained damages, including loss of earnings, in an amount to be established at trial. As a
2 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
3 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs
4 and attorney's fees pursuant to statute.

5 56. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
6 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
7 trial.

8 **FIFTH CAUSE OF ACTION**

9 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

10 **(California Labor Code Sections 201, 203)**

11 **(Plaintiff against all named defendants and all DOE defendants)**

12 57. Plaintiff re-alleges and incorporates by reference each and every allegation in
13 paragraphs 1 through 56, inclusive, of this Complaint as though fully set forth herein.

14 58. Pursuant to California Labor Code Section 201(a), an employer who discharges an
15 employee must immediately pay for all compensation due and owing.

16 59. Pursuant to California Labor Code Section 202, when an employee resigns, the
17 employer must pay all compensation due and owing within 72 hours of resignation, or on the
18 employee's last day of work, if the employee gives more than 72 hours notice of resignation.

19 60. Pursuant to California Labor Code Section 203, if an employer willfully fails to pay,
20 without abatement or reduction, any wages of an employee whose employment ends, the wages
21 of the employee shall continue as a penalty from the due date at the same rate until paid or until
22 an action is commenced; however, the wages shall not continue for more than 30 days for
23 failure to pay an employee owed wages.

24 61. After Plaintiff's employment with Defendants ended, Defendants willfully refused and
25 continue to refuse to pay him unpaid wages as required by Labor Code Section 203.

26 62. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
27 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
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1 trial. Moreover, Plaintiff prays for the above-mentioned money from 3 years immediately
2 preceding the filing of this lawsuit.

3 63. Under this cause of action, Plaintiff also prays for attorney's fees and costs under
4 California Labor Code Section 218.5 for time spent pursuing the non-payment of wages as set
5 forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.

6 64. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
7 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
8 trial.

9 **SIXTH CAUSE OF ACTION**

10 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

11 **(California Labor Code Section 204)**

12 **(Plaintiff against all named defendants and all DOE defendants)**

13 65. Plaintiff re-alleges and incorporates by reference each and every allegation in
14 paragraphs 1 through 64, inclusive, of this Complaint as though fully set forth herein.

15 66. California Labor Code Section 204 establishes the fundamental right of all employees
16 in the State of California to be paid wages in a timely fashion for their work.

17 67. At all times relevant during the liability period, Defendants failed to pay Plaintiff the
18 full amount of all owed wages when due as required by California Labor Code Section 204.

19 68. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is
20 informed, believes, and thereon alleges, that all times relevant during the liability period,
21 Defendants maintained a policy or practice of not paying Plaintiff wages for all hours worked,
22 including overtime hours and the minimum wage as well as premiums for missed rest breaks
23 and meal breaks.

24 69. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an
25 amount, subject to proof, to the extent he was not paid all wages each pay period. The precise
26 amount of unpaid wages is not presently known to Plaintiff but can be determined directly
27 from Defendants' records or indirectly based on information from Defendants' records.
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1 70. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
2 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
3 trial.

4 **SEVENTH CAUSE OF ACTION**

5 **VIOLATION OF LABOR CODE SECTION 558**

6 **(California Labor Code Section 558)**

7 **(Plaintiff against all named defendants and all DOE defendants)**

8 71. Plaintiff re-alleges and incorporates by reference each and every allegation in
9 paragraphs 1 through 70, inclusive, of this Complaint as though fully set forth herein.

10 72. California Labor Code Section 558 states that any person acting on behalf of an
11 employer who violates, or causes to be violated, a section of this chapter or any provision
12 regulating hours and days of work in any order of the Industrial Welfare Commission shall be
13 subject to a civil penalty for any initial violation, fifty dollars (\$50) for each underpaid
14 employee for each pay period for which the employee was underpaid in addition to an amount
15 sufficient to recover underpaid wages. The civil penalty for each subsequent violation is one
16 hundred dollars (\$100) for each underpaid employee for each pay period for which the
17 employee was underpaid in addition to an amount sufficient to recover underpaid wages.
18 Plaintiff claims penalties for five (5) years immediately preceding the date this lawsuit was
19 filed.

20 73. Plaintiff hereby alleges that named Defendants violated Labor Code Section 558.
21 Thus, Defendants are subject to civil penalties under the following laws:

- 22 a. California Labor Code Section 558. Defendants failed to pay Plaintiff regular and
23 overtime wages for overtime hours worked. As such, Defendants violated Section
24 558 under which penalties are due. Plaintiff therefore prays for penalties of \$50.00
25 for the first pay period and \$100.00 for each subsequent violation for each pay
26 period for which Plaintiff was underpaid in addition to an amount sufficient to
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1 recover underpaid wages.

2 b. California Labor Code Section 218.5 for recovery of costs and attorney's fees for
3 relief associated with Plaintiff's prosecution of this cause of action under California
4 Labor Code Sections 200, et seq. Defendants knowingly violated labor laws by not
5 paying Plaintiff for his overtime hours worked and for all hours worked.

6 c. California Labor Code Section 211 and 218.5 for recovery of costs and attorney's
7 fees for relief associated with Plaintiff's prosecution of this cause of action under
8 California Labor Code Sections 200, et seq.
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10 74. Under this cause of action, Plaintiff prays for all penalties and pay otherwise due
11 under the statutes, regulations, and wage orders alleged in this cause of action along with any
12 allowable interest, penalties, attorney's fees, and costs according to proof at trial.

13 75. Plaintiff also prays for Labor Code Section 211 and 218.5 recovery of costs an
14 attorney's fees for the time Plaintiff's attorney spent prosecuting this cause of action.

15 **EIGHTH CAUSE OF ACTION**

16 **FAILURE TO MAINTAIN ACCURATE RECORDS**

17 **(California Labor Code Section 1174(d))**

18 **(Plaintiff against all named defendants and all DOE defendants)**

19 76. Plaintiff re-alleges and incorporates by reference each and every allegation in
20 paragraphs 1 through 75, inclusive, of this Complaint as though fully set forth herein.

21 77. Labor Code section 1174(d) requires that employers, including Defendants, maintain
22 accurate records showing the hours worked daily by its employees and to whom wages were
23 paid.

24 78. Additionally, the "Records" section of the applicable IWC Wage Order obligates the
25 employer, including Defendants, to keep accurate information with respect to each one of their
26 employees including, but not limited to, the total wages paid each payroll period, and time
27 records showing when the employee begins and ends each work period, meal periods, split
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1 shift intervals; the total daily hours worked; the total hours worked in the payroll period, and
2 the applicable rates of pay.

3 79. Pursuant to Labor Code section 1174.5, any person employing labor who willfully fails
4 to maintain accurate and complete records required by Labor Code section 1174(d) is subject
5 to a penalty. On information and belief, Defendants intentionally failed to maintain accurate
6 records of Plaintiff's total daily hours, the total hours worked in the payroll period, the
7 applicable rates of pay, and total wages earned for the payroll period.

8 80. As a direct result of Defendants' violations alleged herein, Plaintiff has suffered and
9 continues to suffer substantial losses related to Defendants' failure to record and maintain
10 records of meal and rest periods as well as time records.

11 81. Plaintiff seeks all available remedies for Defendants' violations including, but not
12 limited penalties, and costs to the extent permitted by law and according to proof at trial.

13 **NINTH CAUSE OF ACTION**

14 **FAILURE TO GIVE REST BREAKS**

15 **(Plaintiff against all named defendants and all DOE defendants)**

16 82. Plaintiff re-alleges and incorporates by reference each and every allegation in
17 paragraphs 1 through 81, inclusive, of this Complaint as though fully set forth herein.

18 83. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 19 a. Title 8 of the California Code of Regulations Sections 11040(12)(A) and/or
20 11110(12)(A), which provide that every employer shall authorize and permit all
21 employees to take rest periods, which insofar as practicable shall be in the middle of
22 each work period. The authorized rest period time shall be based on the total hours
23 worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major
24 fraction thereof;
- 25 b. Title 8 of the California Code of Regulations Sections 11040(12)(B) and/or
26 11110(12)(D), which provides that if an employer fails to provide an employee a
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1 rest period in accordance with the applicable provisions of this order, the employer
2 shall pay the employee one (1) hour of pay at employee's regular rate of
3 compensation for each workday that the rest period is not provided;

4 c. Title 8 of the California Code of Regulations sections 11040(20)(A) and/or
5 11110(20)(A), which penalizes the employer \$50.00 for each initial violation, per
6 employee, of any provision of the Wage Order, and \$100.00 for each additional
7 violation thereafter per employee; and

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9 d. California Labor Code section 226.7, which states that (a) no employer shall require
10 any employee to work during any rest period mandated by an applicable order of
11 the Industrial Welfare Commission, and (b) if an employer fails to provide an
12 employee a rest period in accordance with an applicable order of the Industrial
13 Welfare Commission, the employer shall pay the employee one (1) additional hour
14 of pay at employee's regular rate of compensation for each work day that the rest
15 period is not provided.

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17 84. Plaintiff alleges that he was not authorized and permitted to take a ten (10) minute
18 rest break after every four (4) hours of work or major fraction thereof, as required by California
19 law.

20 85. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
21 regulations, and wage orders alleged in this cause of action along with any allowable interest,
22 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
23 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

24
25 86. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
26 fees as well as interest under Labor Code section 218.6.

27 87. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
28

1 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
2 trial.

3 **TENTH CAUSE OF ACTION**

4 **FAILURE TO GIVE MEAL BREAKS**

5 **(Plaintiff against all named defendants and all DOE defendants)**

6 88. Plaintiff re-alleges and incorporates by reference each and every allegation in
7 paragraphs 1 through 87, inclusive, of this Complaint as though fully set forth herein.

8 89. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 9 a. California Labor Code section 512(a), which requires that employees be given a 30-
10 minute uninterrupted meal break after five (5) hours of work, and a second
11 uninterrupted meal break after ten (10) hours of work;
12
13 b. California Labor Code section 226.7, which states that (a) no employer shall require
14 any employee to work during any meal period mandated by an applicable order of
15 the Industrial Welfare Commission, and (b) if any employer fails to provide an
16 employee a meal period in accordance with an applicable order of the Industrial
17 Welfare Commission, the employer shall pay the employee one (1) additional hour
18 of pay at the employee's regular rate of compensation for each workday that the
19 meal period is not provided;
20
21 c. California Industrial Welfare Commission Order No. 4 and/or 11 section
22 11(B)/11(D), as codified under Title 8 of the California Code of Regulations
23 Section 11040 and/or 11110, which state that if an employer fails to provide an
24 employee a meal period in accordance with the applicable provisions of the Wage
25 Order, the employer shall pay the employee one (1) hour of pay at the employee's
26 regular rate of compensation for each workday that the meal period is not provided;
27
28 d. California Industrial Welfare Commission Wage Order No. 4 and/or 11 Section

1 7(A)(3), as codified under Title 8 of the California Code of Regulations Section
2 11040 and/or 11110, which require an employer to maintain records documenting
3 its employees' meal periods;

4 e. California Industrial Welfare Commission wage order No. 4 and/or 11 Section
5 20(A), as codified under California Code of Regulations Section 11040 and/or
6 11110, which penalizes the employer \$50.00 for each initial violation, per
7 employee, of any provision of the Wage Order, and \$100.00 for each additional
8 violation thereafter per employee; and
9

10 f. California Labor Code section 1171 and 1173, which have given the California
11 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order nos. 4
12 and/or 11) as enforceable law.

13 90. Plaintiff alleges that he was not authorized and permitted to take relieved meal breaks
14 after five (5) hours of work. Plaintiff further alleges that he was not authorized and permitted to
15 take a second relieved meal break after ten (10) hours of work, as required by California law.
16 California Labor Code section 512(a) and California Industrial Welfare Commission Order No.
17 4 and/or 11, as codified under California Code of Regulations Sections 11040 and/or 11110 et.
18 seq., require that employees receive uninterrupted meal periods every five (5) hours of
19 consecutive work, and that the meal period be at least 30 minutes in length, wherein employee
20 is relieved of all work duty. California Labor Code section 226.7 provides that employers may
21 not require their employees to work through their meal periods. California Labor Code section
22 226.7 and California Code of Regulations section 11040 and/or 11110 require that if the
23 employer fails to provide the employee with an uninterrupted meal period, the employer must
24 pay the employee one (1) hour of pay for each workday that the meal period is not given.
25
26

27 91. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
28

1 regulations, and wage orders alleged in this cause of action along with any allowable interest,
2 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
3 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

4 92. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
5 fees as well as interest under Labor Code section 218.6.

6 93. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
7 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
8 trial.

9 **ELEVENTH CAUSE OF ACTION**

10 **PRIVATE ATTORNEYS GENERAL ACT**

11 **Individual and Representative Claim for PAGA penalties under California Labor Code**
12 **sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 232, 246, 510, 512, 558,**
13 **1174, 1174.5, 1194, 1197, 1198, 2802, 3700.5)**

14 **(Against All Named Defendants and all DOE Defendants)**

15 94. Plaintiff re-alleges and incorporates by reference each and every allegation in
16 paragraphs 1 through 93, inclusive, of this Complaint as though fully set forth herein.

17 95. Pursuant to law, Plaintiff provided the required written notice to the LWDA and
18 Defendants of the specific violations of the California Labor Code that Defendants
19 and DOE defendants have violated and continue to violate.

20 96. Pursuant to California Labor code section 2699.3, no response was received from the
21 LWDA within 65 days of the postmark date of the above-alleged letter.

22 97. Plaintiff therefore has exhausted all administrative remedies required of him under
23 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
24 cause of action and pursue penalties in a representative action for Defendants' violations of the
25 Labor Code.

26 98. Pursuant to California Labor Code section 2699, any provisions of the Labor Code
27
28

1 that provides for a civil penalty to be assessed and collected by the LWDA or any of its
2 departments, divisions, commissions, boards, agencies, or employees for violation of the code
3 may, as an alternative, be recovered through a civil action brought by an aggrieved employee
4 on behalf of himself or herself and other current or former employees pursuant to the
5 procedures specified in California Labor Code section 2699.3.

6 99. Plaintiff is an “aggrieved employee” because Plaintiff was employed by the alleged
7 violator and had one or more of the alleged violations committed against him, and therefore is
8 properly suited to represent the interests of other current and former employees, including all
9 hourly, non-exempt employees who worked for Defendants in the State of California during
10 the PAGA period at any of their locations in California.

11 100. Based on the acts alleged above, Plaintiff, on behalf of himself and others, seeks
12 penalties under California Labor Code sections 2698 and 2699 because of Defendants’
13 violations of numerous provisions of the California Labor Code as alleged in this Complaint.

14 101. Plaintiff therefore has exhausted all administrative remedies required of him under
15 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
16 cause of action and pursue penalties in a representative action for Defendants’ violations of the
17 Labor Code.

18 102. California Labor Code section 2699 et seq. imposes penalties upon culpable
19 Defendants for violating the Labor Code.

20 103. California Labor Code section 558 establishes a civil penalty as follows: Any
21 employer or other person action on behalf of an employer who violates, or causes to be
22 violated, a section of this chapter or any provision regulating hours and days of work in any
23 order of the Industrial Welfare Commission (including the “Hours and Days of Work” section
24 of the Wage Order) shall be subject to a civil penalty of (1) for any initial violation, fifty
25 dollars (\$50) for each underpaid employee for each pay period for which the employee was
26 underpaid ...; (2) for each subsequent violation, one hundred dollars (\$100) for each underpaid
27 employee for each pay period for which the employee was underpaid ...;

1 104. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted by
2 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
3 seeking individual/victim specific relief or underpaid wages under this particular cause of
4 action.

5 105. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for
6 the following:

7 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226,
8 226.3, 226.7, 232, 246, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198, 2802, and 3700.5
9 via 2698 and 2699 and any other Labor Codes and Industrial Welfare Commission Wage
10 Order Provisions (nos. 4 and/or 11) violated based on the facts alleged in this Complaint.

11 106. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's fees,
12 costs, civil penalties, and wages on behalf of Plaintiff and other current and former aggrieved
13 employees as alleged herein in an amount to be shown according to proof at trial and within the
14 jurisdictional limits of this Court.

15 **TWELFTH CAUSE OF ACTION**

16 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

17 **(Plaintiff against all Named Defendants and DOE Defendants, and each of them)**

18 107. Plaintiff re-alleges and incorporates by reference each and every allegation in
19 paragraphs 1 through 106, inclusive, of this Complaint as thought fully set forth herein.

20 108. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her
21 employee for all necessary expenditures or losses incurred by the employee in direct
22 consequence of the discharge of his or her duties."

23 109. Beginning at least 3 years prior to the filing of this complaint, in order to discharge
24 their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course
25 of completing his job duties, which were not reimbursed by Defendant. These expenses
26 include, but are not limited to, use of personal cell phones for work purposes. Furthermore, TTT
27 did not compensate Plaintiff and others for their relocation costs.
28

110. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest and attorney's fees and costs, under Labor Code section 2802.

THIRTEENTH CAUSE OF ACTION

FAILURE TO PROVIDE PAY RECODS

(Plaintiff against all named defendants and all DOE defendants)

111. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 110, inclusive, of this Complaint as though fully set forth herein.

112. Labor Code section 1198.5 dictates "every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee."

113. Moreover, pursuant to sub-part (b)(1) of Labor Code section 1198.5, "the employer shall make the contents of those personnel records available for inspection to the current or former employee, or his or her representative, at reasonable intervals and at reasonable times..." On information and belief, Defendants intentionally failed to provide Plaintiff with personnel records when requested by Plaintiff via certified letter, return receipt requested on February 24, 2021, as required by law. Plaintiff requested his pay records in accordance with California Labor Code section 226 on February 24, 2021 via U.S. certified mail, return receipt requested. .

114. Defendants failed to provide Plaintiff with an opportunity to inspect or copy his records within 21 days. As a direct result of Defendants' violations alleged herein, Plaintiff has suffered and continues to suffer substantial losses related to Defendants' failure to provide personnel records.

115. Plaintiff seeks all available remedies for Defendants' violations including, but not

1 limited penalties, and costs to the extent permitted by law and according to proof at trial.
2 Pursuant to Labor Code section 226, Plaintiff prays for judgment against Defendants
3 in the amount of \$750.00, along with costs and attorney's fees.

4 **FOURTEENTH CAUSE OF ACTION**

5 **FAILURE TO PROVIDE PERSONNEL RECORDS**

6 **(Plaintiff against all named defendants and all DOE defendants)**

7
8 116. Plaintiff re-alleges and incorporates by reference each and every allegation in
9 paragraphs 1 through 115, inclusive, of this Complaint as though fully set forth herein.

10 117. Labor Code section 226 sub-section (b) dictates "an employer...shall afford current
11 and former employees the right to inspect or copy records pertaining to their employment,
12 upon reasonable request to the employer..."

13 118. Moreover, pursuant to sub-section (c) of Labor Code section 226, "an employer who
14 receives a written or oral request to inspect or copy records pursuant to subdivision (b)
15 pertaining to a current or former employee shall comply with the request as soon as
16 practicable, but no later than 21 calendar days from the date of the request." On information
17 and belief, Defendants intentionally failed to provide Plaintiff with pay records when requested
18 by Plaintiff via certified letter, return receipt requested, on February 24, 2021, and as required
19 by law. Plaintiff requested his personnel records in accordance with California Labor Code
20 section 1198.5(k) on February 24, 2021 via certified mail. Defendant failed to provide Plaintiff
21 with an opportunity to inspect or copy his personnel records within 30 days.
22

23 119. As a direct result of Defendants' violations alleged herein, Plaintiff has suffered and
24 continues to suffer substantial losses related to Defendants' failure to provide pay records.
25 Pursuant to Labor Code section 1198.5, Plaintiff prays for judgment against Defendants
26 in the amount of \$750.00, along with costs and attorney's fees.
27
28

1 120. Plaintiff seeks all available remedies for Defendants' violations including, but not
2 limited penalties, and costs to the extent permitted by law and according to proof at trial.

3 **FIFTEENTH CAUSE OF ACTION**

4 **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

5 **(California Business and Professions Code Section 17200)**

6 **(Plaintiff against All Named Defendants and all DOE defendants)**

7
8 121. Plaintiff re-alleges and incorporates by reference each and every allegation in
9 paragraphs 1 through 120, inclusive, of this Complaint as though fully set forth herein.

10 122. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants
11 constitutes unfair and unlawful business practices under California Business and Professions
12 Code Section 17200, et seq.

13 123. Defendant's violations of California labor laws constitutes a business practice because
14 it was done repeatedly over a significant period of time in a systematic manner that was
15 detrimental to Plaintiff and other similarly situated aggrieved employees.

16 124. For the four years preceding the filing of this action, Plaintiff has suffered damages
17 and request damages and/or restitution of all monies and profits to be disgorged from
18 Defendants in an amount according to proof at time of trial, but in excess of the
19 jurisdiction of this Court.

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiff prays for Judgment against Defendants and each of them, as
22 follows:

- 23 1. For compensatory damages, according to proof;
- 24 2. For special and consequential damages to the extent allowed by law;
- 25 3. For damages for wages and overtime not paid to Plaintiff in an amount subject to proof
- 26 at trial;
- 27 4. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount
- 28

subject to proof at trial;

5. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to proof at trial;
6. For restitution and disgorgement for all unfair business practices by Defendants against Plaintiff in an amount according to proof;
7. For an order enjoining Defendants from further unfair and unlawful business practices in violation of Business and Professions Code section 17200, et seq.;
8. For maximum civil penalties available under the Labor Code and applicable Wage Order against Defendants as described more particularly in the Complaint and representative PAGA claims;
9. For all remedies available to Plaintiff under the applicable Wage Order and the Labor Code including an award of unpaid wages, attorney's fees, costs, interest, liquidated damages, damages, penalties, and waiting time penalties according to proof to the extent permitted by law via PAGA;
10. For the imposition of civil penalties and/or statutory penalties;
11. Reasonable attorney's fees where available by law, including but not limited to, pursuant to Labor Code section 2698 et seq., and the Labor Code generally;
12. For one hour of wages due to Plaintiff for each work period of more than five (5) hours when Plaintiff did not receive an uninterrupted thirty (30) minute meal period.
13. For one hour of wages due to Plaintiff for each work period of at least three-and-a-half (3.5) hours when Plaintiff did not receive an uninterrupted ten (10) minute rest period.
14. Costs and expenses of suit incurred herein;
15. For all interest as allowed by law;

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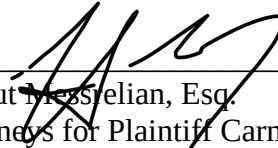
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1 16. For such other and further relief as the Court deems just and proper.

2
3 DATED: June 6, 2021

MESSRELIAN LAW INC.

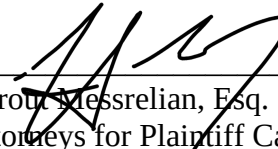
4
5 By 
6 Harout Messrelian, Esq.
Attorneys for Plaintiff Carmine Scialfo

7 **DEMAND FOR JURY TRIAL**

8 Plaintiff hereby demands, as a matter of right, a trial by jury in this case.

9
10
11 DATED: June 6, 2021

MESSRELIAN LAW INC.

12
13 By 
14 Harout Messrelian, Esq.
Attorneys for Plaintiff Carmine Scialfo