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**SUPERIOR COURT OF THE STATE OF CALIFORNIA****COUNTY OF LOS ANGELES**

MARIE BELARDINELLI, an individual,

Plaintiff,

vs.

ALCOA TRAFFIC CONTROL, INC. and DOES  
1-10, Inclusive,

Defendants.

**Case No.:****COMPLAINT FOR:****(1) VIOLATION OF PAGA (Labor Code  
§2698 et seq.)****JURY TRIAL DEMANDED**

1 Plaintiff Marie Belardinelli ("Plaintiff"), on behalf of herself and all others as an "aggrieved  
2 employee" under the Labor Code Private Attorneys General Act of 2004, complains of Alcoa Traffic  
3 Control, Inc., a California corporation, ("ALCOA") and alleges as follows:

4 **FACTUAL OVERVIEW**

5 1. This is a Representative Action, pursuant to Labor Code § 2698 et seq., on behalf of  
6 Plaintiff and other non-exempt California employees who currently work or formerly worked for  
7 defendant ALCOA ("Aggrieved Employees").

8 2. Plaintiff worked as a Human Resources Assistant traffic coordinator for ALCOA for a  
9 number of years. Her employment with the company ended in February of 2022. At all relevant  
10 times, Plaintiff was employed by Defendant as a non-exempt hourly employee.

11 3. ALCOA has a practice of not paying employees for all hours worked. For example, the  
12 company initially did not record meal breaks and arbitrarily deducted 30 minutes from the hours of  
13 aggrieved employees, with no evidence that a meal period was ever taken. Particularly with the field  
14 employees, who were in sensitive positions directing traffic, there was often no opportunity to take  
15 either an uninterrupted meal or rest breaks. However, 30 minutes was still deducted from the  
16 aggrieved employees' pay.  
17

18 4. Moreover, despite the inability to take meal or rest breaks within the required time  
19 frames, ALCOA failed to pay meal and rest period premiums.  
20

21 5. Additionally, the field technicians and the internal administrative staff all used their  
22 cell personal cell phones to carry out work assignments. Nevertheless, ALCOA refused to reimburse  
23 the aggrieved employees for these necessarily incurred business expenses, as well as other business-  
24 related expenses.  
25

26 6. ALCOA also paid technicians pre-determined amounts for travel time, even though the  
27 actual travel to job sites was often much longer than the pre-determined amount, resulting in minimum  
28

1 wage, reimbursement, and overtime violations. The failure to pay all of these wages, including for  
2 overtime pay and meal and rest period premiums, and make required reimbursements led to the failure  
3 to pay wages by the Labor Code deadlines for payment during a pay cycle and also at separation, in  
4 violation of Labor Code §201-204 and failure to reimburse pursuant to Labor Code 2802.

5  
6 7. These failures to pay all wages and record hours properly, in turn, led to inaccurate  
7 wage statements that violated Labor Code §226(a) and 226.3.

8  
9 **GENERAL ALLEGATIONS**

10 8. Plaintiff Marie Belardinelli is, and at all relevant times was, an individual residing in  
11 the County of Los Angeles, California.

12 9. Defendant ALCOA is a Corporation doing business in the County of Los Angeles,  
13 California. Defendant employed Plaintiff and Aggrieved Employees throughout the State of  
14 California, including in Los Angeles County, California.

15 10. The true names and capacities of the DOE Defendants sued herein as DOES 1 through  
16 10, inclusive, are currently unknown to Plaintiff, who therefore sues such Defendants by fictitious  
17 names. Each of the Defendants designated herein as a DOE is legally responsible for the unlawful acts  
18 alleged herein. Plaintiff will seek leave of Court to amend this Complaint to reflect the true names and  
19 capacities of the DOE Defendants when such identities become known.

20 11. Plaintiff is informed and believes, and based thereon alleges, that at all relevant times,  
21 each and every Defendant was acting as an agent and/or employee of each of the other Defendants and  
22 was acting within the course and/or scope of said agency and/or employment with the full knowledge  
23 and consent of each of the Defendants. Each of the acts and/or omissions complained of herein were  
24 alleged and made known to, and ratified by, each of the other Defendants.

25  
26 **FIRST CAUSE OF ACTION**

27 **Violation of California Labor Code §§ 2698, et seq. ("PAGA")**

28 **(By the Plaintiffs and Aggrieved Employees and against all Defendants)**

1           12.     Plaintiffs incorporate all paragraphs above as though fully set forth herein.

2           13.     California Labor Code §§ 2698, et seq. ("PAGA") permits Plaintiffs to recover civil  
3 penalties for the violation(s) of the California Labor Code section enumerated in California Labor  
4 Code § 2699.5.

5           14.     At all times herein set forth, PAGA was applicable to Plaintiff's employment by  
6 Defendants.

7           15.     At all times herein set forth, PAGA provides that any provision of law under the  
8 California Labor Code that provides for a civil penalty to be assessed and collected by the LWDA  
9 for violations of the California Labor Code may, as an alternative, be recovered through a civil  
10 action brought by an aggrieved employee on behalf of himself and other current or former  
11 employees pursuant to procedures outlined in California Labor Code § 2699.3.

12           16.     Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved  
13 employee," who is any person that was employed by the alleged violator and against whom one or  
14 more of the alleged violations was committed.

15           17.     Plaintiffs are employed by Defendant and the alleged violations were committed  
16 against them during their time of employment and they are, therefore, aggrieved employees.  
17 Plaintiffs and other employees are aggrieved employees as defined by California Labor Code §  
18 2699(c) in that they are all current or former employees of Defendants who are or were employed by  
19 Defendants, and one or more of the alleged violations were committed against them, as described in  
20 more detail above.

21           18.     Pursuant to California Labor Code §§ 2699.3 and 2699.5, an aggrieved employee,  
22 including Plaintiff, may pursue a civil action arising under PAGA after the following requirements  
23 have been met:

24                   **The aggrieved employee shall give written notice by filing online ("Employee's**  
25                   **Notice") to the LWDA and providing written notice by certified mail to the**  
26                   **employer of the specific provisions of the California Labor Code alleged to**  
27                   **have been violated, including the facts and theories to support the alleged**  
28                   **violations.**

1           a)     **The LWDA shall provide notice (“LWDA Notice”) to the employer and the**  
2                   **aggrieved employee by certified mail that it does not intend to investigate**  
3                   **the alleged violation within sixty calendar days of the postmark date of the**  
4                   **Employee’s Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice**  
5                   **is not provided within sixty-five calendar days of the postmark date of the**  
6                   **Employee’s Notice, the aggrieved employee may commence a civil action**  
7                   **pursuant to California Labor Code § 2699 to recover civil penalties in addition**  
8                   **to any other penalties to which the employee may be entitled.**

9           19.     On March 3, 2022, Plaintiff submitted to the LWDA online as well as provided  
10           written notice by certified mail to Defendants of the specific provisions of the California Labor  
11           Code alleged to have been violated, including the facts and theories to support the alleged  
12           violations.

13           20.     Plaintiff satisfied the administrative prerequisites under California Labor Code §  
14           2699.3(a) to recover civil penalties against Defendants, in addition to other remedies, for violations  
15           of California Labor Code §§ 201, 202, 203, 204, 206, 223, 210, 218.6, 223, 226, 226(a), 226.3,  
16           226.7, 256, 510, 512, 512(a), 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, and 1198,  
17           1720.9, 2802, as well as Section VII of the Wage Order regarding recordkeeping obligations for  
18           hours worked.

19           21.     Defendants’ conduct, as alleged herein, violates numerous sections of the California  
20           Labor Code including but not limited to the following:

21                   (a)     Violation of California Labor Code §§ 510 and 1198 for Defendants’ failure  
22                           to compensate Plaintiff and other aggrieved employees with all required  
23                           wages, including minimum wages and overtime wages. In addition, a  
24                           violation of 29 USC Section 207 et seq., which provides for overtime wages  
25                           under Federal Law. These underpaid wages were late, in violation of Labor  
26                           Code Section 204, late at termination in violation of Labor Code 201 and 202,  
27                           and are subject to civil penalties due to the underlying underpayment under  
28                           Labor Code Section 558.

- 1 (b) Violation of California Labor Code § 201, 202 and 203 for failure to timely  
2 pay all wages owed upon termination as herein alleged.
- 3 (c) Violation of California Labor Code § 226(a) and 226.3 for failing to provide  
4 wage statements which accurately show the total number of hours worked and  
5 gross wages earned, and the correct hourly rates in effect, as well as failing to  
6 include some wages on the paystub at all.
- 7 (d) Violation of Labor Code §226.7 and §512 for failure to pay meal and rest  
8 premiums, and §2802 for failure to reimburse for various business expenses.

9 22. Pursuant to California Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff and all  
10 other aggrieved employees are entitled to recover civil penalties against Defendants, in addition to  
11 other remedies, for violations of California Labor Code §§ 201, 202, 203, 204, 206, 223, 226(a),  
12 226.3, 226.7, 510, 512, 512(a), 551, 552, 558, 1174, 1182.12, 1194, 1197, 1198, 1771, 1775, 1776,  
13 1777.5, 1720.9, 2802, and 2810.5.

14 23. Further Plaintiff is entitled to seek and recover reasonable attorneys' fees and costs  
15 pursuant to California Labor Code § 2699 and any other applicable statute.

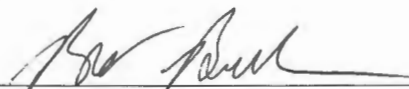
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17 **PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiff prays for relief and judgment as follows:

- 19 1. An award providing for payment of attorneys' fees pursuant to Labor Code§ 2699(g)(1)  
20 and other applicable and costs reasonably incurred pursuant to Labor Code § 2699(g)(1)  
21 and other applicable law;
- 22 2. For Civil Penalties under the Private Attorney General Act Labor Code § 2698 *et seq.*  
23 for Plaintiff and all other Aggrieved Employees;
- 24 3. Such other relief that the Court deems proper.
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1 Dated: February 21, 2023

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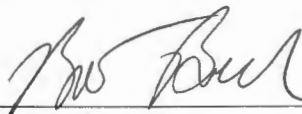
2 By:   
3 Brent S. Buchsbaum,  
4 Attorney for Plaintiff

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6 **DEMAND FOR JURY TRIAL**

7 Plaintiff hereby demands a trial by jury of all claims and causes of action so triable in this  
8 lawsuit.

9  
10 Dated: February 21, 2023

BUCHSBAUM & HAAG, LLP

11 By:   
12 Brent S. Buchsbaum  
13 Attorney for Plaintiff  
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