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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COMPLAINT FOR ENFORCEMENT UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA
LABOR CODE § 2698, ET SEQ.

1 2. Representative Plaintiff is informed and believes, and based on such information
2 and belief, alleges that at all times mentioned herein, Defendants is a California Corporation,
3 licensed to do business and actually doing business in the State of California. Defendant does
4 business within the State of California, including, but not limited to, the County of Los Angeles.
5 Thus, Defendant is subject to the applicable California laws as alleged in this action.

6 3. Upon information and belief, Defendant KIRILL ZAGALSKY (hereinafter,
7 “ZAGALSKY”) is an individual who resides in the State of California and the County of Los
8 Angeles. Defendant ZAGALSKY was and is an agent of Defendant, and in that capacity was and is
9 responsible for overseeing and implementing Defendants timekeeping policies and procedures that
10 Representative Plaintiff and the other aggrieved employees were made to follow.

11 4. Representative Plaintiff is unaware of the true names and capacities, whether
12 corporate or individual, or otherwise, of defendants named as DOES 1 through 100, inclusive.
13 Pursuant to California Code of Civil Procedure section 474, Representative Plaintiff will seek leave
14 of court to amend this complaint to state said defendants’ true names and capacities when the same
15 have been ascertained. Representative Plaintiff is informed and believes and based on such
16 information and belief alleges that said fictitiously-named defendants are responsible in some
17 manner for the injuries and damages to Representative Plaintiff, and other aggrieved employees as
18 further alleged herein.

19 5. This is only a Private Attorney General Action Complaint, pursuant to California
20 Labor Code section 2699 et seq., on behalf of MOUHAMADOU BA and all other persons
21 similarly situated who worked for Defendants in its California locations as non-exempt, hourly
22 employees (herein collectively identified as “other aggrieved employees”) for:

- 23 (i) failure to pay overtime and double time in violation of Labor Code sections 510,
24 1198, and the applicable Wage Orders;
25 (ii) failure to pay minimum wage in violation of Labor Code 1182.12, 1194, 1197,
26 1197.1, 1198, and the applicable Wage Orders;

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- 1 (iii) failure to provide rest and meal periods in violation of Labor Code sections 226.7,
2 512(a), 1198, and the applicable Wage Orders;
- 3 (iv) failure to keep accurate payroll records and provide itemized wage statements in
4 violation of Labor Code 226(a), 1174(d), 1198, and the applicable Wage Orders;
- 5 (v) failure to pay split shift pay in violation of Labor Code 1198 and California Code of
6 Regulations 11050(4)(C);
- 7 (vi) failure to pay all wages earned on time in violation of Labor Code sections 204;
- 8 (vii) failure to pay all wages earned upon discharge or resignation in violation of Labor
9 Code sections 201, 202, and 203;
- 10 (viii) failure to provide basic information at the time of hiring and when employment
11 changes occur in violation of Labor Code 2810.5(a)(1)(A)-(C) (Wage Theft
12 Prevention Act).
- 13 (ix) failure to reimburse necessary, business-related expenses in violation of Labor Code
14 sections 2800 and 2802;
- 15 (x) failure to provide notice of paid sick time and accrual in violation of Labor Code
16 246.

17 **VENUE AND JURISDICTION**

18 6. Venue is proper under California Code of Civil Procedure section 395 and under
19 California Government Code section 12965(b), in that Representative Plaintiff's injuries were
20 incurred within the County of Los Angeles, the actions giving rise to Representative Plaintiff's
21 complaint arose within the County of Los Angeles, and Defendant is located in the County of Los
22 Angeles.

23 **STATEMENT OF FACTS**

24 7. Representative Plaintiff was hired by Defendants as an hourly paid, non-exempt
25 employee and worked as a Customer Service Representative from on or about September 29, 2019.
26 Representative Plaintiff worked for Defendants up until approximately June 11, 2020 when his
27 employment terminated. Defendants are doing business in California as an investment company
28 specializing in the conversion of existing IRA or eligible 401(k) plans into self-directed IRAs that

1 provide for alternative investments, including precious metals such as gold, silver, platinum, and
2 palladium.

3 8. While employed with Defendants, Representative Plaintiff and other aggrieved
4 employees that worked with him at the Company's California locations, which include other
5 aggrieved employees that he seeks to represent in this action, working as non-exempt, hourly
6 employees (herein collectively identified as "other aggrieved employees") were regularly required
7 to work off-the-clock, and during their rest and meal periods.

8 9. Defendants failed to pay its aggrieved employees' overtime in accordance with
9 California law when they worked in excess of eight (8) hours in a day and/or 40 hours within a
10 workweek. Defendants also failed to pay its aggrieved employees' double time in accordance with
11 California law when they worked in excess of 12 hours in a workday.

12 10. Defendants failed to provide Representative Plaintiff and other aggrieved employees
13 with meal periods in accordance with Labor Code Sections 512(a) and 226.7, as aggrieved
14 employees were often not afforded an opportunity to take an off-duty meal period of at least 30
15 minutes within the first five (5) hours of their shift, because of work understaffing, inadequate
16 coverage, unreasonably high workload and expectations, and/or other actions, inactions, or
17 decisions made by and within the sole control and discretion of Defendants.

18 11. Additionally, when Representative Plaintiff and aggrieved employees worked in
19 excess of 10 hours in a day, they were not offered an opportunity to take a second meal period in
20 accordance with Labor Code section 512(a).

21 12. Defendants also failed to pay its aggrieved employees a premium pursuant to Labor
22 Code section 226.7 when it failed to provide its employees with legally adequate meal periods as
23 described above.

24 13. Defendants also failed to provide Representative Plaintiff and other aggrieved
25 employees with a 10-minute rest break for every four hours of work, or every major fraction
26 thereof, as employees were forced to work extended periods without rest breaks due to
27 understaffing, inadequate coverage, unreasonably high workload and expectations, and/or other
28 actions, inactions, or decisions made by and within the sole control and discretion of Defendants.

1 Defendants also failed to provide its employees with a premium payment pursuant to Labor Code
2 section 226.7 when it failed to provide its employees with legally adequate rest breaks.

3 14. Additionally, Plaintiff and other aggrieved employees were not provided a premium
4 wage pursuant to Labor Code section 226.7 for their legally inadequate meal and rest periods, as
5 they were not relieved of all duties and responsibilities for the respective time periods as required
6 by the law. Defendants' failure to properly pay Plaintiff and other aggrieved employees for all
7 hours worked in these instances violates Labor Code sections 226.7, 512(a), 1198 and the
8 applicable Wage Orders.

9 15. Representative Plaintiff and other aggrieved employees were often required to work
10 off-the-clock before their shifts started, after their shifts were completed, and during their meal and
11 rest periods. During this off-the-clock time and these so-called "working lunches", employees were
12 required by Defendants to finish work tasks that they did not have time to finish during their shift
13 because of understaffing, inadequate coverage, unreasonably high workload and expectations,
14 and/or other actions, inactions, or decisions made by and within the sole control and discretion of
15 Defendants'.

16 16. Defendants, being aware of these occurrences, still deducted 30 minutes from their
17 pay on these days that they were required to continue working without a legal meal period. The
18 Companies altered and adjusted time-sheets and time-cards in order to obfuscate this fact.

19 17. Defendants required Plaintiff and other aggrieved employees to work without
20 appropriate compensation, including the payment of at least minimum wage, for such work time as
21 described above in violation of Labor Code sections 1182.12, 1194, 1197, 1197.1 and 1198, and
22 the applicable Wage Orders.

23 18. California Labor Code section 226(a) provides that every employer shall furnish to
24 each of its employees an accurate, itemized wage statement in writing, showing, among other
25 things, all applicable hourly rates in effect during the pay period and the corresponding correct
26 number of hours worked at each hourly rate by the employee. Defendants' wage statements fail to
27 comply with this section of the Labor Code as they list the incorrect rates of pay and the incorrect
28 number of hours worked at each rate of pay. The number of hours that the employees actually spent

1 working for the Companies, which are listed on the pay stubs, is incorrect because of, among other
2 things, the Companies' failure to properly compensate its employees for all of the time that they
3 spent working under their employer's control.

4 19. Defendants wage statements listed the incorrect rates of pay and earnings. Thus, the
5 total earnings and the overtime hours listed on the employee's pay stubs are incorrect. The number
6 of hours that the employees actually spent working for the Companies that is listed on the wage
7 statement is also incorrect because of the Companies' failure to record and compensate its
8 employees for all of the time that they are under its control, including, but not limited to, time that
9 they spend complying with the Companies' required "working lunches" and off-the-clock work,
10 and when Defendants deducted 30-minutes for meal periods that were not legally adequate.

11 20. Defendants regularly scheduled and required Representative Plaintiff and the other
12 aggrieved employees to work "split shifts". California Code of Regulations 11050(4)(C) requires
13 employer to furnish to employees one (1) hour's pay at the minimum wage in addition to the wages
14 for that work day for any day in which an employee works a "split shift". However, despite
15 regularly scheduling Representative Plaintiff and the other aggrieved employees for "split shifts",
16 Defendants failed to pay Representative Plaintiff and the other aggrieved employees one (1) hour's
17 pay at the minimum wage in addition to the wages for that work day as required by law.

18 21. Representative Plaintiff and all aggrieved employees who worked for Defendants
19 did not receive all wages earned on time as defined by California Labor Code section 204. As a
20 consequence of Defendants failures as described above, Representative Plaintiff and other
21 aggrieved employees did not receive, among other things, their straight time, overtime, or double
22 time pay, minimum wages for off-the-clock work, rest period premium wages, meal period
23 premium wages.

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1 22. Representative Plaintiff and all aggrieved employees who were separated from their
2 employment with Defendants, to whom Defendants willfully failed to pay for all hours worked as
3 described herein, are also entitled to up to thirty days of wages pursuant to California Labor Code
4 sections 201, 202, and 203.

5 23. Defendants failed to provide employees with basic information at the time of hiring
6 and when changes occurred to their employment, including, rate of pay (including overtime),
7 whether employee would be paid hourly, salary, piece rate, or by shift, day, week, commission, or
8 otherwise, and information regarding allowances, such as for as meals and lodging, and
9 information regarding the right to accrue and use paid sick leave and the legal protections for
10 employee when so doing.

11 24. Defendants directed Representative Plaintiff and other aggrieved employees to incur
12 personal expenses on behalf of Defendants while performing their respective job duties. Such
13 personal expenses include, but are not limited to: use of personal cell phone, travel expenses, and
14 parking expenses. Without incurring these expenses, Representative Plaintiff and other aggrieved
15 employees would not be able to accomplish their job duties. Defendants failed to indemnify
16 Representative Plaintiff and other aggrieved for all of these necessary expenditures.

17 25. Defendants failed to provide to Representative Plaintiff and other aggrieved
18 employees who worked for them for more than 30 days with written notice setting the amount of
19 sick leave available, or paid time off in lieu thereof, on either their itemized wage statements or in a
20 separate writing accompanying such statements.

21 26. Plaintiff complied with the procedures for brining suit specified in Labor Code
22 sections 2699.3 and 2699.5. Plaintiff gave written notice via certified mail postmarked August 24,
23 2020 to the California Labor and Workforce Development Agency (“LWDA”) in addition to
24 notice via electronic filing <https://dir.tfaforms.net/295>, and via certified mail to Defendants, of the
25 specific provisions of the Labor Code and Wage Orders allegedly violated, including the facts and
26 theories to support the alleged violations. A true and correct copy of Plaintiff’s notice is attached
27 hereto as “Exhibit A.”

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27. Under Labor Code section 2699.3, the LWDA must give written notice by certified mail to the parties it intends to investigate the alleged violations within 65 days of the date of the Plaintiff's written notice. As of the exhaustion of the statutory period, on October 28, 2020, the LWDA has not provided the parties any notice of its intention to investigate Plaintiff's claims on behalf of himself and other similarly aggrieved employees. Defendant has not responded to Plaintiff's PAGA notice in an attempt to cure. Accordingly, Plaintiff has exhausted all administrative remedies required by law.

FIRST CAUSE OF ACTION

(VIOLATION OF LABOR CODE § 2698, *ET SEQ.*)

(By Plaintiff Against Defendants and Does 1 through 10, inclusive)

28. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 21, and each and every part thereof with the same force and effect as though fully set forth herein.

29. PAGA expressly establishes that any provisions of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

30. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

31. Plaintiff and the other hourly-paid or non-exempt employees, are “aggrieved employees” within the meaning of California Labor Code section 2699(c) as they are all current or former employees of Defendants, and one or more of the alleged violations was committed against them.

Failure to Pay Overtime

32. Defendants' failure to pay legally required overtime wages to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity

1 prohibited by California Labor Code sections 510 and 1198.

2 **Failure to Provide Meal Periods**

3 33. Defendants' failure to provide legally required meal periods to Plaintiff and the
4 other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair
5 activity prohibited by California Labor Code sections 226.7, 512(a), 1198, and the applicable Wage
6 Orders.

7 **Failure to Provide Rest Periods**

8 34. Defendants' failure to provide legally required rest periods to Plaintiff and the other
9 aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity
10 prohibited by California Labor Code section 226.7.

11 **Failure to Pay Minimum Wages**

12 35. Defendants' failure to pay legally required minimum wages to Plaintiff and the
13 other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair
14 activity prohibited by California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

15 **Failure to Keep Accurate and Provide Itemized Wage Statements**

16 36. Defendants' failure to keep accurate, and provide itemized wage statements to
17 Plaintiff and the other aggrieved employees in accordance with Labor Code section 226(a),
18 1174(d), and 1198 constitutes unlawful and/or unfair activity prohibited by California Labor Code
19 section 226(a), 1174(d), and 1198.

20 **Failure to Pay "Split Shift" Premiums**

21 37. Defendants' failure to pay Representative Plaintiff and the other aggrieved
22 employees one (1) hour's pay at the minimum wage in addition to the wages for that workday for
23 any workday in which Representative Plaintiff and the other aggrieved employees were scheduled
24 for and required to work a "split shift" constitutes unlawful or unfair activity prohibited by
25 California Labor Code 1198 and California Code of Regulations 11050(4)(C).

26 **Failure to Timely Pay Wages During Employment**

27 38. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved
28 employees during employment in accordance with Labor Code section 204 constitutes unlawful

1 and/or unfair activity prohibited by California Labor Code section 204.

2 **Failure to Timely Pay Wages Upon Termination**

3 39. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved
4 employees upon termination in accordance with Labor Code sections 201, 202, and 203 constitutes
5 unlawful and/or unfair activity prohibited by California Labor Code sections 201, 202, and 203.

6 **Failure to Provide Basic Information upon Hiring / When Conditions of Employment Change**

7 40. Defendants' failure to provide basic information to Plaintiff and the other aggrieved
8 employees related to the conditions of their pay and their rights regarding sick leave in accordance
9 with California Labor Code section 2810.5(a)(1)(A)-(C) constitutes unlawful and/or unfair activity
10 prohibited by California Labor Code section 2810.5(a)(1)(A)-(C).

11 **Failure to Reimburse Necessary Business-Related Expenses and Costs**

12 41. Defendants' failure to reimburse Plaintiff and the other aggrieved employees for
13 necessary business-related expenses and costs in accordance with California Labor Code sections
14 2800 and 2802 constitutes unlawful and/or unfair activity prohibited by California Labor Code
15 sections 2800 and 2802.

16 **Failure to Provide Notice of Paid Sick Time and Accrual**

17 42. Defendants' failure to provide Plaintiff and the other aggrieved employees that
18 works for the same employer for more than 30 days with written notice setting the amount of sick
19 leave available (or paid time off in lieu thereof) for use in their itemized wage statements or in a
20 separate writing accompanying such statements in accordance with Labor Code 246 constitutes
21 unlawful and/or unfair activity prohibited by California Labor Code section 246.

22 43. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on
23 behalf of all aggrieved employees, requests and is entitled to recover from Defendants and each of
24 them, business expenses, unpaid wages, and/or untimely wages according to proof, interest,
25 attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all statutory
26 penalties against Defendants, and each of them, including but not limited to:

27 a. Penalties under California Labor Code section 2699 in the amount of a
28 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation,

1 and two hundred dollars (\$200) for each aggrieved employee per pay period for each
2 subsequent violation;

3 b. Penalties under California Code of Regulations Title 8 section 11010, et seq.
4 in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the
5 initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay
6 period for each subsequent violation;

7 c. Penalties under California Labor Code section 210 in addition to, and
8 entirely independent and apart from, any other penalties provided in the California Labor
9 Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay
10 period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee
11 per pay period for each subsequent violation; and

12 d. Any and all additional penalties and sums as provided by the California
13 Labor Code and/or other statutes.

14 44. Pursuant to California Labor Code section 2699(i), civil penalties recovered by
15 aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor and
16 Workforce Development Agency for the enforcement of labor laws and education of employers
17 and employees about their rights and responsibilities and twenty-five percent (25%) to the
18 aggrieved employees.

19 45. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and costs
20 pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable statute.

21 THEREFORE, Representative Plaintiff and the individuals he seeks to represent request
22 relief as described below:

23 **PRAYER**

24 THEREFORE, Representative Plaintiff prays for judgment against Defendants, and Does 1
25 through 100, and each of them, as follows:

26 1. Statutory attorneys' fees and costs under PAGA and California Code of Civil
27 Procedure Section 1021.5;

28 2. Statutory penalties under PAGA;

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Exhibit A

**HAIG B.
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August 24, 2020

BY U.S. CERTIFIED MAIL

California Labor & Workforce Development Agency
Attn. PAGA Administrator
800 Capitol Mall, MIC-55
Sacramento, California 95814

Advantage Gold LLC
Agent for Service of Process
Kirill Zagalsky
12100 Wilshire Blvd., Suite 1450
Los Angeles, CA 90025

KIRILL ZAGALSKY
Agent for Service of Process
Kirill Zagalsky
12100 Wilshire Blvd., Suite 1450
Los Angeles, CA 90025

**Re: Notice of Labor Law Violations, California Labor Code Section 2698 Et. Seq. to
Advantage Gold LLC, and KIRILL ZAGALSKY**

Dear Labor and Workforce Development Agency Representative,

We are writing on behalf of Mr. MOUHAMADOU BA ("EMPLOYEE") who seeks penalties from Advantage Gold LLC ("EMPLOYER"), and KIRILL ZAGALSKY ("AGENT") on his own behalf, on behalf of the State of California, and on behalf of all others similarly situated for violations of the California Labor Code and applicable wage law, including but not limited to: California Labor Code sections 201, 202, 203, 204, 206, 226(a), 226.7, 246, 510, 512(a), 1174(d), 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

EMPLOYEE intends to seek civil penalties, attorney's fees, costs, and any and all other available relief for violations of the California Labor Code made recoverable under sections 2698, *et seq.*, the Labor Code Private Attorney General Act of 2004 ("PAGA"). EMPLOYEE seeks relief on his own behalf, on behalf of the State of California, and on behalf of all others who were employed by EMPLOYER, each who suffered one or more Labor Code violations specifically enumerated in the Private Attorney General Act ("aggrieved employees"). This letter is sent in compliance with and pursuant to the reporting requirements of California Labor Code section 2699.3.

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Factual Background

EMPLOYER employed EMPLOYEE as an hourly-paid, non-exempt employee at its 12100 Wilshire Blvd., Suite 1450, Los Angeles, California 90025 location from approximately September 29, 2019 through approximately June 11, 2020 at which time EMPLOYEE was terminated. EMPLOYEE did not receive their final pay until June 15, 2020. While employed by EMPLOYER, EMPLOYEE worked as a Sales Representative. In that capacity, EMPLOYEE was required to solicit prospective and existing customers of EMPLOYER for purposes of promoting and consummating sales of EMPLOYER's products, merchandise, and for servicing and establishing good business relationships between EMPLOYER and its customers, including follow-up with existing customers. In essence, EMPLOYEE was a Customer Service Representative.

EMPLOYEE is informed, believes, and thereupon alleges that EMPLOYER is a California corporation, registered to do and doing business in California. EMPLOYER operates an investment company specializing in the conversion of existing IRA or eligible 401(k) plans into self-directed IRAs that provide for alternative investments, including precious metals such as gold, silver, platinum, and palladium. EMPLOYER operates out of and is headquartered in Southern California.

EMPLOYEE is informed, believes, and thereupon alleges that AGENT is an officer and/or agent of the above entity. Acting in that capacity, at all relevant times AGENT oversaw, managed, and/or was otherwise personally responsible for employee compliance with California Labor Code 558 and 558.1. This includes, but is not limited to, employee use of the "Intuit" timekeeping and payroll processing system for payroll processing and dissemination of wage statements.

EMPLOYEE is informed, believes, and thereupon alleges that at all relevant times, the above-named EMPLOYER instituted and implemented standard practices and procedures for all hourly and/or non-exempt employees in California. This includes, but is not limited to, using the "Intuit" timekeeping and payroll processing system for payroll processing and dissemination of wage statements.

EMPLOYEE seeks penalties on behalf of the State of California and all current and former hourly-paid, non-exempt employees (EMPLOYEE approximates EMPLOYER employs 1001-5000 "aggrieved employees") who worked for EMPLOYER during the relevant time period pursuant to California Labor Code section 2698, et. seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA"). The purpose of this letter is to comply with the statutory requirements of California Labor Code section 2699.3 and shall constitute notice of the same.

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The facts¹ of the aforementioned violations of the California wage-and-hour laws include, but are not limited to, the facts referenced herein.

Violation of Labor Code 226, 432, 1198.5 (Failure to Provide Employment Records)

California Labor Code Section 226 provides, "An employer who receives a written or oral request to inspect or copy records pursuant to subdivision (b) pertaining to a current or former employee [records of hours worked and wages paid]... shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request."

California Labor Code Section 432 provides, "If an employee signs any instrument relating to the obtaining or holding of employment, he shall be given a copy of the instrument upon request."

California Labor Code Section 1198.5 provides that every employee shall be permitted to inspect and obtain a copy of their personnel records upon request.

In accordance with the process set out in Labor Code Section 226, EMPLOYEE requested, in writing by letter via certified first class mail to EMPLOYER, and regular first class mail to EMPLOYERS' California agent for service of process, that EMPLOYER provide him with his wage and payroll history, all documents signed by EMPLOYEE pursuant to Labor Code Section 432, and a copy of his personnel records pursuant to Labor Code Section 1198.5. Receipts indicate that the correspondence was delivered to EMPLOYERS' principal place of business.

Attached as "EXHIBIT A" is a true and correct copy of the aforementioned correspondence.

More than 30 days passed since EMPLOYER received EMPLOYEE'S correspondence requesting documents pursuant to Labor Code Section 226 and 432, and a copy of his personnel records pursuant to Labor Code Section 1198.5, yet EMPLOYER has not provided any of the information and/or documents requested. Specifically, EMPLOYER failed to provide the timesheets for EMPLOYEE.

Pursuant to the foregoing, EMPLOYEE is entitled to recover a \$750 penalty pursuant to Labor Code Section 226(f), a \$750 penalty pursuant to Labor Code Section 1198.5(k), and reimbursement for costs, including attorney's fees as afforded under applicable law, including, but not limited to, Labor Code Sections 226(f) and 1198.5(k).

¹ EMPLOYEE reserves the right to present and/or reference further evidence as it is discovered.

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Violation of Labor Code 510 (Overtime and Double Time)

California Labor Code sections 510 and the applicable Wage Orders require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a week at the rate of at least time-and-one-half (1.5) times their regular rate of pay ("overtime") for time such worked, and two (2) times their regular rate of pay ("double time") for such hours worked in excess of twelve (12) hours in a day. "Regular rate" includes all remuneration, including non-discretionary bonuses and incentives.

Non-exempt, salaried employees who work over the maximum number of hours must be paid based on California overtime laws.

During the relevant time period, EMPLOYEE and other aggrieved employees regularly worked in excess of eight (8), and in excess twelve (12), hours in a workday and/or forty (40) hours in a workweek.

EMPLOYER willfully failed to pay EMPLOYEE and other hourly-paid, non-exempt employees the wages to which they were entitled. EMPLOYER routinely required this work to be performed before and/or after scheduled shifts, and/or during off-the-clock meal breaks, and/or during rest breaks.

Attached hereto as "Exhibit B" are examples of such violations.

Pages one (1) through 17 of Exhibit B show that EMPLOYER records indicate that EMPLOYEE regularly received a "salary" of \$3200 per month. However, EMPLOYEE regularly worked from 7:00 a.m. through 5:00 p.m. As such, EMPLOYEE was entitled to two (2) hours of overtime, per day, to which he was not paid. Moreover, EMPLOYEE would routinely work between two (2) and four (4) hours each Sunday, for a total of between 52 and 54 hours per week. However, EMPLOYER records indicate that EMPLOYEE was only paid for 40 hours of work.

Pursuant to the foregoing, EMPLOYEE and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558, 1194, and/or 2699(a), (f)-(g).

Violation of Labor Code 226.7 and 512(a) (Rest and Meal Breaks)

California Labor Code sections 226.7, 512(a), and the applicable Wage Orders require employers to pay employees one (1) additional hour of pay at the employees' regular rate for each work day that a meal or rest period was not provided. Additionally, employers cannot require, cause, or permit an employee to work more than five (5) hours per day without providing an uninterrupted meal break. If an employee works over ten (10) hours in a workday, employers are required to either provide a second, uninterrupted thirty (30) minute meal break or pay employees an additional one (1) hour of pay at the employees' regular rate. No employer shall require an

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employee to work during any rest period. Rest periods are based on the total hours worked in a day, at ten (10) minutes per four (4) hours or major fraction thereof.

EMPLOYER failed to provide EMPLOYEE and other aggrieved employees with the required rest and meal break periods. EMPLOYEE and other aggrieved employees were routinely required to work through these periods instead, because of understaffing, inadequate coverage, unreasonably high workload and expectations, and/or other actions, inactions, or decisions made by and within the sole control and discretion of EMPLOYER.

EMPLOYEE and other aggrieved employees worked shifts in excess of five (5) hours without a meal break, and worked shifts of ten (10) hours or more without a second meal break, due to understaffing, inadequate coverage, unreasonably high workload and expectations, and/or other actions, inactions, or decisions made by and within the sole control and discretion of EMPLOYER.

EMPLOYEE alleges that any purported appearance of meal and rest break compliance is because EMPLOYER systematically and routinely clocked out for and/or otherwise altered the timekeeping records of EMPLOYEE and other aggrieved employees in an attempt to hide the aforementioned infractions. EMPLOYER, knowingly and contrary to law and public policy, employed a tactic of clocking-out employees for rest and/or meal periods that were never taken and/or otherwise falsifying or altering timekeeping records.

EMPLOYER knew, or should have known, that their behavior caused EMPLOYEE and other aggrieved employees to work through the above-described meal and/or rest periods. As a company-wide policy, EMPLOYER still chose not to pay meal and rest period premiums required by law.

Pursuant to the foregoing, EMPLOYER violated California Labor Code sections 226.7, 512(a), and 1198. EMPLOYEE and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558, and/or 2699(a), (f)-(g), and any and all other applicable law.

Violation of Labor Code 1182.12, 1194, 1197, and 1197.1 (Minimum Wage)

California Labor Code sections 1182.12, 1194, 1197, and 1197.1 require employers to pay the minimum wage as set by the IWC. California Labor Code section 1182.12, as amended by Senate Bill 3, Chapter 4, Section 3, defines the minimum wage as;

- (1) For any employer who employs 26 or more employees:
 - (A) From January 1, 2017, to December 31, 2017, \$10.50 per hour.
 - (B) From January 1, 2018, to December 31, 2018, \$11 per hour.
 - (C) From January 1, 2019, to December 31, 2019, \$12 per hour.
 - (D) From January 1, 2020, to December 31, 2020, \$13 per hour.

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- (E) From January 1, 2021, to December 31, 2021, \$14 per hour.
- (F) From January 1, 2022, and until adjusted by subdivision (c) \$15 per hour.
- (2) For any employer who employs 25 or fewer employees:
 - (A) From January 1, 2018, to December 31, 2018, \$10.50 per hour.
 - (B) From January 1, 2019, to December 31, 2019, \$11 per hour.
 - (C) From January 1, 2020, to December 31, 2020, \$12 per hour.
 - (D) From January 1, 2021, to December 31, 2021, \$13 per hour.
 - (E) From January 1, 2022, to December 31, 2022, \$14 per hour.
 - (F) From January 1, 2023, and until adjusted by subdivision (c) \$15 per hour.

Attached hereto as "Exhibit B" are examples of such violations.

Pages one (1) through 17 of Exhibit B show that EMPLOYER records indicate that EMPLOYEE regularly received a "salary" of \$3200 per month. However, EMPLOYEE regularly worked from 7:00 a.m. through 5:00 p.m. As such, EMPLOYEE was entitled to two (2) hours of overtime, per day, to which he was not paid. Moreover, EMPLOYEE would routinely work between two (2) and four (4) hours each Sunday, for a total of between 52 and 54 hours per week. However, EMPLOYER records indicate that EMPLOYEE was only paid for 40 hours of work.

Due to the company-wide failures of EMPLOYER, EMPLOYEE and other aggrieved employees were also forced to work off-the-clock, and/or during rest breaks, and/or during meal breaks. EMPLOYER failed to pay EMPLOYEE and other aggrieved employees minimum wage for this time and/or falsified timekeeping records to hide this fact.

Pursuant to the foregoing, EMPLOYEE and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1, and/or 2699(a), (f)-(g), and any and all other applicable law.

Violation of Labor Code 515 (Misclassification as an Exempt Employee)

California Labor Code section 515(a) requires that in order for an employee to be considered "exempt" from overtime pay requirements as otherwise provided by law, that an employee must;

- 1) Be primarily engaged (defined as "more than one half" in California Labor Code section 515(e)) in the executive, administrative, or professional duties;
- 2) Customarily and regularly exercise discretion and independent judgment in performing those duties, and
- 3) Earn a monthly salary equivalent to no less than two times the state minimum wage for full-time employment. As of January 1, 2020, the minimum required amount in order to meet this exemption is \$54,080 per year (\$4505.67 per month) for employers with more than 26 or more employees, and \$49,920 per year (\$4160 per month) for employers with fewer that 26 employees.

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EMPLOYEE, while working for EMPLOYER, was neither required nor allowed to engage in executive, administrative, or professional duties. As such, EMPLOYEE did not regularly exercise discretion or independent judgment in performing such duties. Finally, EMPLOYEE's "salary" was \$38,400 (\$3200 per month) which is less than the minimum required amount.

Attached as "Exhibit B" are examples of such violations.

Pages one (1) through 17 of Exhibit B show that EMPLOYER records indicate that EMPLOYEE regularly received a "salary" of \$3200 per month. As such, EMPLOYEE was misclassified as an exempt employee.

Pursuant to the foregoing, EMPLOYEE and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to 29 U.S.C. 216(b), Labor Code 2699(a), (f)-(g), and any and all other applicable law.

Violation of Labor Code 226(a), 1174(d), and 1198 (Accurate Employment Records)

California Labor Code 226(a) requires employers to create and provide to employees true and accurate employment records. California Labor Code section 226(e) provides that if an employer fails to provide an employee with same, the employee is entitled to recover the greater of all actual damages, or \$50.00 for an initial infraction, and \$100 per employee for each subsequent violation in any pay period. California Labor Code 226.3 imposes civil penalties on any employer in violation of section 226(a) at \$250 per employee violation in an initial citation, and \$1,000 per employee for each subsequent violation.

California Labor Code 1174(d) requires employers to keep payroll records showing hours worked, and wages paid to and/or number of piece-rate units earned, for all employees. California Labor Code section 1174.5 subjects employers to a \$500 penalty for failing to maintain same.

California Labor Code section 1198 provides that maximum hours and standard conditions of labor are fixed by the Labor Commissioner in the applicable Wage Orders. Pursuant to the applicable Wage Order, employers must keep accurate records of when employees begin and end each work period and each meal period.

EMPLOYER knowingly provided employees with records that do not meet the statutory requirements of truth and accuracy, because, EMPLOYER failed to truthfully and accurately document, among other things, employees off-the-clock work. Accordingly, EMPLOYER did not list the correct amount of gross or net wages earned by EMPLOYEE and other aggrieved employees.

The statements in question are deficient in many other ways, including, but not limited to: failure to list total hours worked, failing to list applicable hourly rates and the numbers of hours

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worked at each rate, failure to track sick leave, failure to list the employee and SSN/EID properly, and failure to state all hours worked as a result of off-the-clock work.

EMPLOYER willfully failed to maintain accurate payroll records for EMPLOYEE and other aggrieved employees as a result of EMPLOYER failure to accurately record employees rest breaks, meal breaks, and off-the-clock work.

EMPLOYER failed to accurately keep records of start and stop times for meal periods and/or work shifts. EMPLOYER failure makes it impossible for EMPLOYEE and other aggrieved employees to accurately determine the extent of their underpayment, thereby causing further injuries to each of them.

Pursuant to the foregoing, EMPLOYEE and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 226(e), 226.3, 1174.5, and/or 2699(a), (f)-(g), and any and all other applicable law.

Violation of Labor Code 204 (All Wages Paid on Time)

California Labor Code section 204 requires that all wages earned, other than those due upon termination, be paid on time as defined by the statute.

EMPLOYER failed to pay EMPLOYEE and other aggrieved employees all wages due to them, including, but not limited to: straight time pay, overtime pay, double time pay, and minimum wages.

Attached hereto as "Exhibit B" are examples of such violations.

Pages one (1) through 17 of Exhibit B show that EMPLOYER records indicate that EMPLOYEE regularly received a "salary" of \$3200 per month. However, EMPLOYEE regularly worked from 7:00 a.m. through 5:00 p.m. As such, EMPLOYEE was entitled to two (2) hours of overtime, per day, to which he was not paid. Moreover, EMPLOYEE would routinely work between two (2) and four (4) hours each Sunday, for a total of between 52 and 54 hours per week. However, EMPLOYER records indicate that EMPLOYEE was only paid for 40 hours of work.

Pursuant to the foregoing, EMPLOYEE and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210, and/or 2699(a), (f)-(g), and any and all other applicable law.

Violation of Labor Code 201, 202, and 203 (Timely Payment Upon Discharge or Resignation)

California Labor Code sections 201, 202, and 203 provide that employees who are terminated are due all wages earned immediately. Employees who resign their employment without 72-hour notice are due all wages earned in 72 hours. Employees who resign their

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employment giving 72-hour notice are entitled to all wages earned at the time their resignation becomes effective.

EMPLOYER terminated their employment relationship with EMPLOYEE on June 11, 2020 and accordingly EMPLOYEE was entitled to all wages earned immediately at that time. However, EMPLOYEE did not receive their final paycheck until June 15, 2020.

Attached hereto as "Exhibit B" is an example of such violation.

Page 17 of Exhibit B shows that EMPLOYER records indicate that EMPLOYEE received his final paycheck on the "Pay Date" of June 15, 2020.

When EMPLOYEE did receive their final paycheck from EMPLOYER, that final paycheck was legally deficient in that it did not account for all wages earned, despite EMPLOYER knowing that such wages were due to EMPLOYEE.

EMPLOYER willfully failed to timely pay EMPLOYEE and other aggrieved employees who are no longer employed by EMPLOYER all wages earned, including, but not limited to: overtime, minimum wages, rest period premium wages, meal period premium wages, and accrued time off.

Pursuant to the foregoing, EMPLOYEE and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g), and any and all other applicable law.

Violation of Labor Code 2810.5(a)(1)(A)-(C) (Wage Theft Prevention Act)

Codified in California Labor Code section 2810.5, California's Wage Theft Protection Act requires employers to provide employees with basic information at the time of hiring and when changes occur to their employment. The Wage Theft Protection Act provides that an employee must be furnished with written notice of, at the time of hiring; rate of pay (including overtime), whether paid by hour, salary, piece-rate, shift, day, week, commission, or otherwise, and allowances claimed such as meal or lodging. This notice must include a statement that the employee can accrue and use sick leave, has the right to request and use paid sick leave, may not be terminated or retaliated against for requesting or using paid sick leave, and has the right to file a complaint against any employer who does so retaliate.

EMPLOYER hired EMPLOYEE on or about September 26 2019, and EMPLOYEE continued to work for EMPLOYER until on or about June 11, 2020. During that time, changes, including, but not limited to, raises, promotions, title changes, relocations, and new and additional assignments were earned by and/or assigned to EMPLOYEE. As a result of each of these, changes occurred to EMPLOYEE's employment as defined by Labor Code 2810.5(a)(1)(A)-(C) and the Wage Theft Prevention Act.

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When hired and each time such changes to EMPLOYEE's employment occurred, EMPLOYER was required to furnish documents to EMPLOYEE with such basic information and written notice of, among other things, his rate of pay (including overtime), his right to accrue and request paid sick leave, and his right to file a complaint against EMPLOYER should they infringe upon such rights. EMPLOYER failed to furnish EMPLOYEE and other aggrieved employees with such written notices as required.

Pursuant to the foregoing, EMPLOYEE and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g), and any and all other applicable law.

Violation of Labor Code 2800, 2802 (Reimbursement of Necessary Expenditures)

California Labor Code Sections 2800 and 2802 require that an employer indemnify employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties.

EMPLOYEE and other aggrieved employees were directed and expected to incur personal expenses on behalf of EMPLOYER while performing their job duties. Such personal expenses include, but are not limited to: use of personal cell phone, travel expenses, and parking expenses. EMPLOYEE and the other aggrieved employees would not have been able to successfully accomplish their job duties absent incurring these personal expenses. EMPLOYER(S) failed to indemnify EMPLOYEE and other aggrieved employees for all necessary expenditures or losses accordingly.

Pursuant to the foregoing, EMPLOYEE and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g), and any and all other applicable law.

Violation of Labor Code 246 (Notice of Paid Sick Time and Accrual)

California Labor Code section 246 provides that an employee who works for the same employer for more than 30 days is entitled to paid sick days. Paid sick leave is to accrue at a rate not less than one hour per every 30 hours worked, such accrual beginning at the commencement of employment. Employers must provide employees with written notice setting the amount of sick leave available (or paid time off in lieu thereof) for use on either itemized wage statements (as described in Labor Code section 226) or in a separate writing accompanying such wage statements.

EMPLOYER failed to furnish upon EMPLOYEE, either on itemized wage statements or in a separate writing accompanying such wage statements, the amount of sick leave available to EMPLOYEE.

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Pursuant to the foregoing, EMPLOYEE and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g), 248.5(e) and any and all other applicable law.

California Labor Code 558(a) (Civil Penalties)

California Labor Code section 558(a) provides that any employer, including individuals acting on behalf of employers, that violates, or causes to be violated, a section of the Labor Code or any applicable Wage Orders are subject to the following penalties;

- \$50 for any initial violation for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover unpaid wages;
- \$100 for each subsequent violation for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount to recover unpaid wages;

Labor Code section 558(c) provides that the penalties in this section are in addition to any other civil penalty.

EMPLOYER was and is an employer, and AGENT, acting on behalf thereof, violated EMPLOYEE and other aggrieved employees' rights by violating, or causing to be violated, various sections of this code as described throughout this notice letter.

Conclusion

Pursuant to the foregoing, EMPLOYEE seeks remedies set forth in Labor Code section 558 for themselves, the State of California, and all other aggrieved employees. Pursuant to California Labor Code sections 2699(a), 2699.3(a), 2699.3(c), 2699.5, and 558, EMPLOYEE, acting in the public interest as Private Attorney General, seeks the applicable penalties for themselves, all other aggrieved employees, and the State of California against EMPLOYER for violations of Labor Code sections, including, but not limited to: 201, 202, 203, 204, 206, 226(a), 226.7, 246, 510, 512(a), 1174(d), 1174.5, 1182.12, 1194, 1197, 1197.1 1198, 2802, and 2810.5, and any and all other applicable law.

If you have questions or require additional information, please do not hesitate to contact us. Thank you in advance for your attention to this matter.

Very truly yours,

Haig B. Kazandjian Lawyers, APC



EXHIBIT A

HAIG B.
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July 22, 2020

VIA US CERTIFIED MAIL

Advantage Gold LLC
Agent for Service of Process
Kirill Zagalsky
12100 Wilshire Blvd., Suite 1450
Los Angeles, CA 90025

Re: Statutory Demand for Inspection and Copying of Employment Records

Dear Advantage Gold LLC and Kirill Zagalsky,

I am writing on behalf of Mouhamadou Ba (hereinafter "employee") with respect to his recent employment with your company. Pursuant to California Labor Code §§ 226, 432, and 1198.5, we are requesting that Advantage Gold LLC send us copies of all of the following records relating to employee including:

- (1) Any instrument or document signed by employee relating to the obtaining and/or holding of his or her employment, (2) employee personnel file, (3) gross and net wages earned, pay stubs, wage statements, and time records, (4) the name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification member other than a social security number may be shown on the itemized statement, (5) the name and address of the legal entity that is the employer, (6) any and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, (7) any and all records relating to business-related expense reimbursements, (8) any and all records relating to employee's missed, late, or interrupted meal and/or rest breaks, (9) any and all records relating to overtime worked by employee, including overtime compensation received by employee, (10) any and all arbitration and/or employment agreements signed by employee, if any, (11) any and all settlement/release agreements, and non-compete agreements signed by employee, if any, (12) job description(s) and employee handbook(s), and (13) any and all other records that relate to employee's compensation, time worked/ scheduled, or other employment-related issues.

Additionally, pursuant to Labor Code § 1198.5, we request any and all records relating to employee's performance, including but not limited to: performance reviews, promotions, demotions, change of rate(s) of pay, change of job position(s) and/or job title(s), verbal or written warnings, reprimands, discipline or adverse actions.

Additionally, you are required to produce a complete copy of all Employee's records as required by Paragraph 7 of the applicable California Industrial Wage Order, including but not

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limited to time-sheets documenting all Employee's time in and time out records and pay stubs. Additionally, any agreements signed between you and the Employee including but not limited to an Agreement to Arbitrate.

Labor Code § 226 further provides that "an employer who receives a written or oral request to inspect or copy records...pertaining to a current or former employee shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request." Failure to promptly comply with the above demand may result in a seven hundred fifty-dollar (\$750) penalty and may result in employee bringing an action for injunctive relief to ensure compliance, entitling them to an award of costs and reasonable attorney's fees.

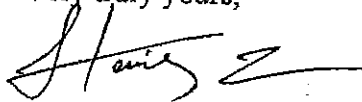
Employee also requests, pursuant to Labor Code § 1198.5, that they be allowed as soon as possible to inspect all records Advantage Gold LLC "maintain relating to the employee's performance or to any grievance concerning the employee..."

Please call me if you have any questions or concerns. I look forward to receiving the requested records at my office promptly so that I can advise employee.

Employee has also signed this request below and is authorizing and consenting to the release of the requested information to this office.

Thank you for your attention to this matter.

Very truly yours,



Haig B. Kazandjian, Esq.



Mouhamadou Ba

07/22/2020

Date

EXHIBIT B

Advantage Gold LLC
12100 Wilshire Blvd., Ste. 1450
Los Angeles, CA 90025

Mouhamadou Ba
4802 River Creek Terrace
Beltsville, MD 20705

Direct Deposit

Employee Pay Stub

Check number: DD3994

Pay Period: 09/18/2019 - 09/30/2019

Pay Date: 10/03/2019

Employee

Mouhamadou Ba, 4802 River Creek Terrace, Beltsville, MD 20705

Earnings and Hours	Qty	Rate	Current	YTD Amount
Salary			480.00	480.00
Break @ \$4/day			40.00	40.00
	0.00		520.00	520.00
Taxes			Current	YTD Amount
Medicare Employee Addl Tax			0.00	0.00
Federal Withholding			-38.00	-38.00
Social Security Employee			-32.24	-32.24
Medicare Employee			-7.54	-7.54
CA - Withholding			0.00	0.00
CA - Disability Employee			-5.20	-5.20
			-80.98	-80.98
Net Pay			439.02	439.02

Direct Deposit

Amount

Checking - *****4833

439.02

Memo

Direct Deposit

Advantage Gold LLC
12100 Wilshire Blvd., Ste. 1450
Los Angeles, CA 90025

Mouhamadou Ba
4802 River Creek Terrace
Beltsville, MD 20705

Direct Deposit

Employee Pay Stub

Check number: DD4029

Pay Period: 10/01/2019 - 10/15/2019

Pay Date: 10/15/2019

Employee

Mouhamadou Ba, 4802 River Creek Terrace, Beltsville, MD 20705

Earnings and Hours	Qty	Rate	Current	YTD Amount
Salary			1,800.00	2,080.00
Break @ \$4/day			40.00	80.00
	0.00		1,840.00	2,160.00
Taxes			Current	YTD Amount
Medicare Employee Addl Tax			0.00	0.00
Federal Withholding			0.00	-38.00
Social Security Employee			-101.68	-133.92
Medicare Employee			-23.78	-31.32
CA - Withholding			0.00	0.00
CA - Disability Employee			-16.40	-21.60
			-141.88	-222.84
Not Pay			1,498.14	1,937.16

Direct Deposit

Amount

Checking - *****4833

1,498.14

Memo

Direct Deposit

Advantage Gold LLC
12100 Wilshire Blvd., Ste. 1450
Los Angeles, CA 90025

Mouhamadou Ba
4802 River Creek Terrace
Beltsville, MD 20705

Employee Pay Stub

Check number: 5475

Pay Period: 10/16/2019 - 10/31/2019

Pay Date: 11/04/2019

Employee

Mouhamadou Ba, 4802 River Creek Terrace, Beltsville, MD 20705

Earnings and Hours	Qty	Rate	Current	YTD Amount
Salary			1,800.00	3,600.00
Break @ \$4/day			40.00	120.00
	0.00		1,840.00	3,800.00
Taxes			Current	YTD Amount
Medicare Employee Addl Tax			0.00	0.00
Federal Withholding			0.00	-36.00
Social Security Employee			-101.68	-235.80
Medicare Employee			-23.78	-55.10
CA - Withholding			0.00	0.00
CA - Disability Employee			-18.40	-38.00
			-141.86	-384.70
Net Pay			1,498.14	3,436.30

Advantage Gold LLC
12100 Wilshire Blvd., Ste. 1450
Los Angeles, CA 90025

Mouhamadou Ba
4802 River Creek Terrace
Beltsville, MD 20705

Direct Deposit

Employee Pay Stub		Check number: DD4108		Pay Period: 11/01/2019 - 11/15/2019		Pay Date: 11/15/2019	
Employee							
Mouhamadou Ba, 4802 River Creek Terrace, Beltsville, MD 20705							
Earnings and Hours		Qty	Rate	Current	YTD Amount	Direct Deposit	Amount
Salary				1,600.00	5,280.00	Checking - *****4833	1,498.14
Break @ \$4/day				40.00	160.00	Memo	
		0.00		1,640.00	5,440.00	Direct Deposit	
Taxes				Current	YTD Amount		
Medicare Employee Addl Tax				0.00	0.00		
Federal Withholding				0.00	-38.00		
Social Security Employee				-101.88	-337.28		
Medicare Employee				-23.78	-78.88		
CA - Withholding				0.00	0.00		
CA - Disability Employee				-16.40	-54.40		
				-141.66	-506.66		
Net Pay				1,498.14	4,933.44		

Advantage Gold LLC
12100 Wilshire Blvd., Ste. 1450
Los Angeles, CA 90025

Mouhamadou Ba
4802 River Creek Terrace
Beltsville, MD 20705

Direct Deposit

Employee Pay Stub Check number: DD4127

Pay Period: 11/16/2019 - 11/30/2019

Pay Date: 11/29/2019

Employee

Mouhamadou Ba, 4802 River Creek Terrace, Beltsville, MD 20705

Earnings and Hours	Qty	Rate	Current	YTD Amount
Salary			1,800.00	6,880.00
Break @ \$4/day			40.00	200.00
	0.00		1,840.00	7,080.00
Taxes			Current	YTD Amount
Medicare Employee Addl Tax			0.00	0.00
Federal Withholding			0.00	-38.00
Social Security Employee			-101.68	-438.88
Medicare Employee			-23.78	-102.68
CA - Withholding			0.00	0.00
CA - Disability Employee			-18.40	-70.80
			-141.86	-648.42
Net Pay			1,498.14	6,431.58

Direct Deposit	Amount
Checking - *****4833	1,498.14
Memo	
Direct Deposit	

Advantage Gold LLC
12100 Wilshire Blvd., Ste. 1450
Los Angeles, CA 90025

Mouhamadou Ba
4802 River Creek Terrace
Beltsville, MD 20705

Direct Deposit

Employee Pay Stub		Check number: DD4197		Pay Period: 12/01/2019 - 12/15/2019		Pay Date: 12/13/2019	
Employee							
Mouhamadou Ba, 4802 River Creek Terrace, Beltsville, MD 20705							
Earnings and Hours		Qty	Rate	Current	YTD Amount	Direct Deposit	Amount
Salary				1,600.00	8,480.00	Checking - *****4833	1,498.14
Break @ \$4/day				40.00	240.00		
		0.00		1,640.00	8,720.00		
Taxes				Current	YTD Amount	Memo	
						Direct Deposit	
Medicare Employee Addl Tax				0.00	0.00		
Federal Withholding				0.00	-38.00		
Social Security Employee				-101.88	-540.64		
Medicare Employee				-23.78	-128.44		
CA - Withholding				0.00	0.00		
CA - Disability Employee				-16.40	-87.20		
				-141.86	-780.28		
Net Pay				1,498.14	7,929.72		

Advantage Gold LLC
 12100 Wilshire Blvd., Ste. 1450
 Los Angeles, CA 90025

Mouhamadou Ba
 4802 River Creek Terrace
 Beltsville, MD 20705

Direct Deposit

Employee Pay Stub		Check number: DD4216		Pay Period: 12/18/2018 - 12/31/2018		Pay Date: 12/31/2018	
Employee							
Mouhamadou Ba, 4802 River Creek Terrace, Beltsville, MD 20705							
Earnings and Hours		Qty	Rate	Current	YTD Amount	Direct Deposit	Amount
Salary				1,800.00	10,080.00	Checking - *****4833	1,498.14
Break @ \$4/day				40.00	280.00		
		0.00		1,840.00	10,360.00	Memo	
Taxes				Current	YTD Amount	Direct Deposit	
Medicare Employee Addl Tax				0.00	0.00		
Federal Withholding				0.00	-38.00		
Social Security Employee				-101.88	-842.32		
Medicare Employee				-23.78	-150.22		
CA - Withholding				0.00	0.00		
CA - Disability Employee				-16.40	-103.60		
				-141.86	-932.14		
Net Pay				1,498.14	9,427.86		

Advantage Gold LLC
12100 Wilshire Blvd., Ste. 1450
Los Angeles, CA 90025

Mouhamadou Ba
4802 River Creek Terrace
Beltsville, MD 20705

Direct Deposit

Employee Pay Stub		Check number: DD4285		Pay Period: 01/01/2020 - 01/15/2020		Pay Date: 01/15/2020	
Employee							
Mouhamadou Ba, 4802 River Creek Terrace, Beltsville, MD 20705							
Earnings and Hours		Qty	Rate	Current	YTD Amount	Direct Deposit	Amount
Salary				1,600.00	1,600.00		
Break @ \$4/day				40.00	40.00	Checking - *****4833	1,498.14
		0.00		1,640.00	1,640.00	Memo	
Taxes				Current	YTD Amount	Direct Deposit	
Medicare Employee Addl Tax				0.00	0.00		
Federal Withholding				0.00	0.00		
Social Security Employee				-101.88	-101.88		
Medicare Employee				-23.78	-23.78		
CA - Withholding				0.00	0.00		
CA - Disability Employee				-18.40	-18.40		
				-141.88	-141.88		
Net Pay				1,498.14	1,498.14		

Advantage Gold LLC
12100 Wilshire Blvd., Ste. 1450
Los Angeles, CA 90025

Mouhamadou Ba
4802 River Creek Terrace
Beltsville, MD 20705

Direct Deposit

Employee Pay Stub		Check number: DD4302		Pay Period: 01/16/2020 - 01/31/2020		Pay Date: 01/31/2020	
Employee							
Mouhamadou Ba, 4802 River Creek Terrace, Beltsville, MD 20705							
Earnings and Hours		Qty	Rate	Current	YTD Amount		
Salary				1,600.00	3,200.00		
Break @ \$4/day				40.00	80.00		
		0.00		1,640.00	3,280.00		
Taxes				Current	YTD Amount		
Medicare Employee Addl Tax				0.00	0.00		
Federal Withholding				0.00	0.00		
Social Security Employee				-101.88	-203.38		
Medicare Employee				-23.78	-47.58		
CA - Withholding				0.00	0.00		
CA - Disability Employee				-16.40	-32.80		
				-141.86	-283.72		
Net Pay				1,498.14	2,996.28		
Direct Deposit						Amount	
Checking - *****4833						1,498.14	
Memo							
Direct Deposit							

Advantage Gold LLC
12100 Wilshire Blvd., Ste. 1450
Los Angeles, CA 90025

Mouhamadou Ba
4802 River Creek Terrace
Beltsville, MD 20705

Direct Deposit

Employee Pay Stub		Check number: DD4385		Pay Period: 02/01/2020 - 02/15/2020		Pay Date: 02/14/2020		
Employee								
Mouhamadou Ba, 4802 River Creek Terrace, Beltsville, MD 20705								
Earnings and Hours		Qty	Rate	Current	YTD Amount	Direct Deposit	Amount	
Salary				1,800.00	4,800.00	Checking - *****4833	1,498.14	
Break @ \$4/day				40.00	120.00			
		0.00		1,840.00	4,920.00	Memo		
Taxes				Current	YTD Amount	Direct Deposit		
Medicare Employee Addl Tax				0.00	0.00			
Federal Withholding				0.00	0.00			
Social Security Employee				-101.88	-305.04			
Medicare Employee				-23.78	-71.34			
CA - Withholding				0.00	0.00			
CA - Disability Employee				-18.40	-49.20			
				-141.88	-425.58			
Net Pay				1,498.14	4,494.42			

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Mouhamadou Ba
4802 River Creek Terrace
Beltsville, MD 20705

Direct Deposit

Employee Pay Stub		Check number: DD4420		Pay Period: 02/16/2020 - 02/29/2020		Pay Date: 03/04/2020	
Employee							
Mouhamadou Ba, 4802 River Creek Terrace, Beltsville, MD 20705							
Earnings and Hours		Qty	Rate	Current	YTD Amount		
Salary				1,120.00	5,820.00		
Break @ 54/day				28.00	148.00		
		0.00		1,148.00	8,068.00		
Taxes				Current	YTD Amount		
Medicare Employee Addl Tax				0.00	0.00		
Federal Withholding				0.00	0.00		
Social Security Employee				-71.18	-376.22		
Medicare Employee				-16.65	-87.99		
CA - Withholding				0.00	0.00		
CA - Disability Employee				-11.48	-60.68		
				-99.31	-524.89		
Net Pay				1,048.69	5,543.11		
Direct Deposit						Amount	
Checking - *****4833						1,048.69	
Memo							
Direct Deposit							

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Mouhamadou Ba
4802 River Creek Terrace
Beltsville, MD 20705

Direct Deposit

Employee Pay Stub Check number: DD4458 Pay Period: 03/01/2020 - 03/15/2020 Pay Date: 03/13/2020

Employee

Mouhamadou Ba, 4802 River Creek Terrace, Beltsville, MD 20705

Earnings and Hours	Qty	Rate	Current	YTD Amount
Salary			1,600.00	7,520.00
Break @ \$4/day			40.00	188.00
	0.00		1,640.00	7,708.00
Taxes			Current	YTD Amount
Medicare Employee Addl Tax			0.00	0.00
Federal Withholding			0.00	0.00
Social Security Employee			-101.68	-477.90
Medicare Employee			-23.78	-111.77
CA - Withholding			0.00	0.00
CA - Disability Employee			-15.40	-77.08
			-141.86	-666.75
Not Pay			1,498.14	7,041.25

Direct Deposit	Amount
Checking - *****4833	1,498.14
Memo	
Direct Deposit	

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Mouhamadou Ba
4802 River Creek Terrace
Beltsville, MD 20705

Direct Deposit

Employee Pay Stub		Check number: DD4499		Pay Period: 03/18/2020 - 03/31/2020		Pay Date: 04/03/2020	
Employee							
Mouhamadou Ba, 4802 River Creek Terrace, Beltsville, MD 20705							
Earnings and Hours		Qty	Rate	Current	YTD Amount	Direct Deposit	
Salary				1,600.00	9,120.00	Amount	
Break @ \$4/day				40.00	228.00	Checking - *****4833	
		0.00		1,640.00	9,348.00	1,498.14	
Taxes				Current	YTD Amount	Memo	
Medicare Employee Addl Tax				0.00	0.00	Direct Deposit	
Federal Withholding				0.00	0.00		
Social Security Employee				-101.88	-579.58		
Medicare Employee				-23.78	-135.55		
CA - Withholding				0.00	0.00		
CA - Disability Employee				-18.40	-93.48		
				-141.86	-808.81		
Net Pay				1,498.14	8,539.39		

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Mouhamadou Ba
4802 River Creek Terrace
Beltsville, MD 20705

Direct Deposit

Employee Pay Stub		Check number: DD4552		Pay Period: 04/01/2020 - 04/15/2020		Pay Date: 04/15/2020	
Employee							
Mouhamadou Ba, 4802 River Creek Terrace, Beltsville, MD 20705							
Earnings and Hours		Qty	Rate	Current	YTD Amount	Direct Deposit	
Salary				1,600.00	10,720.00	Amount	
Break @ \$4/day				40.00	268.00	Checking - *****4833	
		0.00		1,640.00	10,988.00	1,198.64	
Taxes				Current	YTD Amount	Memo	
Medicare Employee Addl Tax				0.00	0.00	Direct Deposit	
Federal Withholding				0.00	0.00		
Social Security Employee				-101.68	-881.28		
Medicare Employee				-23.78	-159.33		
CA - Withholding				0.00	0.00		
CA - Disability Employee				-16.40	-109.88		
				-141.88	-950.47		
Adjustments to Net Pay				Current	YTD Amount		
Wage Garnish - M. Ba				-289.50	-289.50		
Net Pay				1,198.64	9,738.03		

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Mouhamadou Ba
4802 River Creek Terrace
Beltsville, MD 20705

Direct Deposit

Employee Pay Stub		Check number: DD4825		Pay Period: 05/01/2020 - 05/15/2020		Pay Date: 05/15/2020	
Employee							
Mouhamadou Ba, 4802 River Creek Terrace, Beltsville, MD 20705							
Earnings and Hours		Qty	Rate	Current	YTD Amount	Direct Deposit	Amount
Salary				1,600.00	13,920.00		
Break @ \$4/day				40.00	348.00	Checking - *****4833	1,202.10
		0.00		1,640.00	14,268.00	Memo	
Taxes				Current	YTD Amount	Direct Deposit	
Medicare Employee Addl Tax				0.00	0.00		
Federal Withholding				0.00	0.00		
Social Security Employee				-89.20	-879.68		
Medicare Employee				-23.20	-205.73		
CA - Withholding				0.00	0.00		
CA - Disability Employee				-16.00	-141.88		
				-138.40	-1,227.27		
Adjustments to Net Pay				Current	YTD Amount		
Wage Garnish - M. Ba				-299.50	-898.50		
Net Pay				1,202.10	12,142.23		

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Mouhamadou Ba
4802 River Creek Terrace
Beltsville, MD 20705

Direct Deposit

Employee Pay Stub

Check number: DD4867

Pay Period: 05/16/2020 - 05/31/2020

Pay Date: 06/03/2020

Employee

Mouhamadou Ba, 4802 River Creek Terrace, Beltsville, MD 20705

Earnings and Hours	Qty	Rate	Current	YTD Amount
Salary			1,600.00	15,520.00
Break @ \$4/day			40.00	388.00
	0.00		1,640.00	15,908.00
Taxes			Current	YTD Amount
Medicare Employee Addl Tax			0.00	0.00
Federal Withholding			0.00	0.00
Social Security Employee			-99.20	-978.88
Medicare Employee			-23.20	-228.93
CA - Withholding			0.00	0.00
CA - Disability Employee			-16.00	-157.88
			-138.40	-1,365.67
Adjustments to Net Pay			Current	YTD Amount
Wage Garnish - M. Ba			-299.50	-1,188.00
Net Pay			1,202.10	13,344.33

Direct Deposit	Amount
Checking - *****4833	1,202.10
Memo	
Direct Deposit	

Advantage Gold LLC
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Los Angeles, CA 90025

Mouhamadou Ba
4802 River Creek Terrace
Beltsville, MD 20705

Direct Deposit

Employee Pay Stub

Check number: DD4687

Pay Period: 06/01/2020 - 06/15/2020

Pay Date: 08/15/2020

Employee

Mouhamadou Ba, 4802 River Creek Terrace, Beltsville, MD 20705

Earnings and Hours	Qty	Rate	Current	YTD Amount
Salary			1,440.00	18,980.00
Break @ \$4/day			40.00	428.00
	0.00		1,480.00	17,388.00
Taxes			Current	YTD Amount
Medicare Employee Addl Tax			0.00	0.00
Federal Withholding			0.00	0.00
Social Security Employee			-89.28	-1,088.14
Medicare Employee			-20.88	-249.81
CA - Withholding			0.00	0.00
CA - Disability Employee			-14.40	-172.28
			-124.58	-1,490.23
Adjustments to Net Pay			Current	YTD Amount
Wage Garnish - M. Ba			-299.50	-1,497.50
Net Pay			1,055.94	14,480.27

Direct Deposit	Amount
Checking - *****4833	1,055.94
Memo	
Direct Deposit	