

Electronically FILED by Superior Court of California, County of Los Angeles on 12/11/2020 05:30 PM Sherri R. Carter, Executive Officer/Clerk of Court, by M. Barel, Deputy Clerk

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

ROBERT SCHEFF, individually, and on behalf  
of other aggrieved employees pursuant to the  
California Private Attorneys General Act;

Plaintiff,

vs.

THE HARTFORD GOLD GROUP, LLC, a  
California limited liability corporation; and  
DOES 1 through 25, inclusive,

Defendants.

Case No. **20ST CV 47565**

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

**DEMAND FOR JURY TRIAL**

**COMPLAINT FOR ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT,  
CALIFORNIA LABOR CODE §§ 2698 ET SEQ. AND DEMAND FOR JURY TRIAL**

COMES NOW, Plaintiff ROBERT SCHEFF (“Plaintiff”), individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, and alleges as follows:

### **JURISDICTION AND VENUE**

1. This is an enforcement action under the Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, et seq. (“PAGA”) to recover civil penalties on behalf of Plaintiff, the State of California, and all individuals who worked for Defendants in the State of California as hourly-paid and/or exempt employees at any time during the period from November 9, 2019 to final judgment (“aggrieved employees”).

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section 10. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over all Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because a majority of the acts, events, and violations occurred in this County. Upon information and belief, Defendants maintain offices, have agents, employ individuals, and/or transact business in the State of California, County of Los Angeles.

### **THE PARTIES**

5. At all times herein mentioned, Plaintiff Robert Scheff was a resident of the County of Los Angeles, State of California.

6. At all times herein mentioned, Defendant THE HARTFORD GOLD GROUP, LLC, a California limited liability corporation, was and is an employer whose employees are engaged in the State of California, including the County of Los Angeles.

7. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under the fictitious names DOES 1 through 25 but will seek leave of this Court to amend the complaint and serve such fictitiously named Defendants once their names and capacities become known.

8. Plaintiff is informed and believes, and based thereon alleges, that each and all of the

1 acts and omissions alleged herein were performed by, or are attributable to Defendant THE  
2 HARTFORD GOLD GROUP, LLC and/or DOES 1 through 25 (collectively “Defendants”), each  
3 acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of  
4 the other co-Defendants and within the course and scope of such agency, employment, joint venture,  
5 or concerted activity with legal authority to act on the others’ behalf. The acts of any and all  
6 Defendants represent and were in accordance with Defendants’ official policy.

7 9. At all relevant times, Defendants were the employer of Plaintiff within the meaning of  
8 all applicable state laws and statutes. Defendants directly or indirectly controlled or affected the  
9 working conditions, wages, working hours, and conditions of employment of Plaintiff so as to make  
10 each of said Defendants employers and employers liable under the statutory provisions set forth herein.

11 10. At all relevant times, Defendants, and each of them, ratified each and every act or  
12 omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted  
13 the acts and omissions of each and all the other Defendants in proximately causing the damages herein  
14 alleged.

15 11. Plaintiff is informed and believes, and based thereon alleges, that each of said  
16 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,  
17 omissions, occurrences, and transactions alleged herein.

### 18 **GENERAL ALLEGATIONS**

19 12. From approximately August 21, 2019 to approximately September 25, 2020,  
20 Defendants, jointly and severally, employed Plaintiff as a non-exempt Sales Representative in the  
21 County of Los Angeles.

22 13. Defendants sell precious metals, including gold, silver, and platinum, in both bars and  
23 coins, to consumers.

24 14. As a Sales Representative, Plaintiff’s job duties included making calls to existing and  
25 potential consumers and making sales of precious metals.

26 15. Defendants hired Plaintiff and the aggrieved employees but failed to properly pay them  
27 all overtime wages and minimum wages due, failed to provide them with all meal periods and rest  
28 periods to which they were entitled, failed to timely pay them all wages during their employment,

1 failed to timely pay them all wages due upon termination of their employment, failed to provide them  
2 with accurate itemized wage statements, failed to maintain accurate payroll records, failed to  
3 reimburse them for necessary business expenses, and failed to provide and adhere to other related  
4 protections afforded by the California Labor Code and applicable Industrial Welfare Commission  
5 Wage Order.

6 16. Defendants had the authority to hire and terminate Plaintiff and the other aggrieved  
7 employees, to set work rules and conditions governing Plaintiff's and the other aggrieved  
8 employees' employment, and to supervise their daily employment activities.

9 17. Defendants exercised sufficient authority over the terms and conditions of Plaintiff's  
10 and the other aggrieved employees' employment for them to be joint employers of Plaintiff and the  
11 other aggrieved employees.

12 18. Defendants directly hired and paid wages and benefits to Plaintiff and the other  
13 aggrieved employees.

14 19. Defendants continue to employ hourly paid and/or non-exempt employees within the  
15 State of California.

16 20. Plaintiff and the other aggrieved employees worked over eight (8) hours in a day,  
17 and/or forty (40) hours in a week during their employment with Defendants.

18 21. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or  
19 should have known that Plaintiff and the other aggrieved employees were entitled to receive certain  
20 wages for overtime compensation and that Plaintiff and the other aggrieved employees were not  
21 receiving certain wages for overtime compensation.

22 22. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or  
23 should have known that Plaintiff and the other aggrieved employees were entitled to receive at least  
24 minimum wages for hours worked and that Plaintiff and the other aggrieved employees were not  
25 receiving minimum wages for all hours worked.

26 23. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or  
27 should have known that Plaintiff and the other aggrieved employees were entitled to receive all meal  
28 periods or payment of one (1) additional hour of pay at their regular rate of compensation when they

1 were not provided with an uninterrupted meal period of no less than thirty (30) minutes for a work  
2 period of more than five hours per day, and that Plaintiff and the other aggrieved employees did not  
3 receive all meal periods or payment of one (1) additional hour of pay at their regular rate of  
4 compensation when a meal period was missed, shortened, taken late, and/or interrupted.

5 24. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or  
6 should have known that Plaintiff and the other aggrieved employees were entitled to receive all meal  
7 periods or payment of one (1) additional hour of pay at their regular rate of compensation when they  
8 were not provided with an uninterrupted second meal period of no less than thirty (30) minutes for a  
9 work period of more than ten (10) hours per day, and that Plaintiff and the other aggrieved employees  
10 did not receive all second meal periods or payment of one (1) additional hour of pay at their regular  
11 rate of compensation when a second meal period was missed, shortened, taken late, and/or interrupted.

12 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or  
13 should have known that Plaintiff and the other aggrieved employees were entitled to receive all rest  
14 periods or payment of one (1) additional hour of pay at their regular rate of compensation when they  
15 were not provided with an uninterrupted rest period of no less than ten (10) minutes for every four  
16 hours, or major fraction thereof, worked, and that Plaintiff and the other aggrieved employees did not  
17 receive all rest periods or payment of one (1) additional hour of pay at their regular rate of  
18 compensation when a rest period was missed, shortened, taken late, and/or interrupted.

19 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or  
20 should have known that Plaintiff and the other aggrieved employees were entitled to timely payment  
21 of wages during their employment. In violation of the California Labor Code, Plaintiff and the other  
22 aggrieved employees did not receive payment of all wages, including, but not limited to, overtime  
23 wages, minimum wages, meal period premium wages, and rest period premium wages within  
24 permissible time periods.

25 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or  
26 should have known that Plaintiff and the other aggrieved employees were entitled to receive all wages  
27 upon termination of employment, including, without limitation, overtime wages, minimum wages,  
28 meal period premium wages, and rest period premium wages, and that Plaintiff and the other aggrieved

1 employees did not receive payment of all wages upon termination of employment.

2 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew  
3 or should have known that Plaintiff and the other aggrieved employees were entitled to receive  
4 complete and accurate wage statements in accordance with California law, but, in fact, Plaintiff and  
5 the other aggrieved employees did not receive complete and accurate wage statements from  
6 Defendants.

7 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew  
8 or should have known that Defendants had to keep complete and accurate payroll records for  
9 Plaintiff and the other aggrieved employees in accordance with California law, but, in fact, did not  
10 keep complete and accurate payroll records.

11 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew  
12 or should have known that Plaintiff and the other aggrieved employees were entitled to  
13 reimbursement for necessary business-related expenses, but, in fact, did not reimburse Plaintiff and  
14 the other aggrieved employees for necessary business-related expenses.

15 31. At all times set forth herein, PAGA was applicable to Plaintiff's employment by  
16 Defendants.

17 32. At all times set forth herein, PAGA provides that any provision of law under the  
18 California Labor Code that provides for a civil penalty, including unpaid wages and premium wages,  
19 to be assessed and collected by the California Labor & Workforce Development Agency ("LWDA")  
20 for violations of the California Labor Code may, as an alternative, be recovered through a civil action  
21 brought by an aggrieved employee on behalf of herself and other current or former employees pursuant  
22 to procedures outlined in California Labor Code section 2699.3.

23 33. Pursuant to PAGA, a civil action may be brought by an "aggrieved employee," who is  
24 any person that was employed by the alleged violator and against whom one or more of the alleged  
25 violations was committed.

26 34. Plaintiff was employed by Defendants and the alleged violations were committed  
27 against him during his time of employment and he is, therefore, an aggrieved employee. Plaintiff and  
28 the other employees are "aggrieved employees" as defined by California Labor Code section 2699(c)

1 in that they are current or former employees of Defendants and one of more of the alleged violations  
2 were committed against them.

3 35. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee,  
4 including Plaintiff, may pursue a civil action arising under PAGA after the following requirements  
5 have been met:

6 (a) The aggrieved employee shall give written notice by certified mail (hereinafter  
7 “Employee’s Notice”) to the LWDA and the employer of the specific provisions of the  
8 Labor Code alleged to have been violated, including the facts and theories to support the  
9 alleged violations.

10 (b) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and the  
11 aggrieved employee by certified mail that it does not intend to investigate the alleged  
12 violation within sixty (60) calendar days of the postmark date of the Employee’s Notice.  
13 Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty  
14 five (65) calendar days of the postmark date of the Employee’s Notice, the aggrieved  
15 employee may commence a civil action pursuant to California Labor Code section 2699  
16 to recover civil penalties in addition to any other penalties to which the employee may be  
17 entitled.

18 36. On November 9, 2020, Plaintiff provided notice by electronic submission to the LWDA  
19 and by certified mail to Defendants regarding the specific provisions of the Labor Code alleged to  
20 have been violated, including the facts and theories to support the alleged violations, pursuant to Labor  
21 Code section 2699.3.

22 37. Therefore, the administrative prerequisites under California Labor Code section  
23 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies for violations of  
24 California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197,  
25 1197.1, 1198, 2800 and 2802 will be satisfied upon expiration of the 65-day notice period.

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1 **FIRST CAUSE OF ACTION**

2 **Violation of California Labor Code §§ 2698, Et Seq.**

3 **(Against THE HARTFORD GOLD GROUP, LLC and DOES 1-25)**

4 38. Plaintiff incorporates herein by specific reference, as though fully set forth, the  
5 allegations in all preceding paragraphs.

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

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

14 41. Plaintiff and the other hourly-paid, non-exempt employees are “aggrieved employees”  
15 as defined by California Labor Code section 2699(c) in that they are all current or former employees  
16 of Defendants, and one or more of the alleged violations were committed against them.

17 42. Defendants’ conduct, as alleged herein, violates numerous sections of the California  
18 Labor Code, including, but not limited to, the following:

- 19 (a) Violation of California Labor Code sections 510 and 1198 for failure to pay  
20 overtime wages, as set forth more fully below;
- 21 (b) Violation of California Labor Code sections 1194, 1197, and 1197.1 for failure to  
22 pay minimum wages, as set forth more fully below;
- 23 (c) Violation of California Labor Code sections 226.7 and 512(a) for failure to provide  
24 legally required meal periods, as set forth more fully below;
- 25 (d) Violation of California Labor Code section 226.7 for failure to provide legally  
26 required rest periods, as set forth more fully below;
- 27 (e) Violation of California Labor Code section 204 for failure to timely pay wages to  
28 Plaintiff and other aggrieved employees during employment, as set forth more fully

before;

- (f) Violation of California Labor Code sections 201, 202, and 203 for failure to pay all wages at time of discharge from employment, as set forth more fully below;
- (g) Violation of California Labor Code section 226(a) for failure to provide accurate wage statements to Plaintiff and other aggrieved employees, as set forth more fully below;
- (h) Violation of California Labor Code section 1174(d) for failure to keep complete and accurate payroll records relating to Plaintiff and other aggrieved employees, as set forth more fully below; and
- (i) Violation of California Labor Code sections 2800 and 2802 for failure to reimburse Plaintiff and other aggrieved employees for necessary business-related expenses, as set forth more fully below.

43. Pursuant to PAGA, and in particular Labor Code sections 2699(a), 2699.3, and 2699.5, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for Plaintiff, all other aggrieved employees, and the State of California against Defendants, in addition to other remedies, for violations of Labor Code sections set forth herein. Pursuant to California Labor Code section 2699(i), civil penalties recovered by aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the LWDA for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five (25%) to the aggrieved employees. Further, and as authorized by the California Labor Code sections 210, 218.5, and 2699, Plaintiff seeks recovery of his attorneys' fees and costs.

#### **Failure to Pay Overtime Wages**

44. California Labor Code section 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

45. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and aggrieved employees employed by Defendants, and working more than

eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

46. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiff and aggrieved employees employed by Defendants, and working more than twelve (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay.

47. California Labor Code section 510 codifies the right to overtime compensation at one-and-one half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

48. During the relevant time period, Plaintiff and aggrieved employees regularly worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week performing work duties “off-the-clock,” including, but not limited to reviewing and/or responding to phone calls and text messages.

49. Defendants’ failure to pay Plaintiff and aggrieved employees the unpaid balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

50. Pursuant to California Labor Code section 1194, Plaintiff and aggrieved employees are entitled to recover their unpaid overtime compensation, as well as interest, costs, and attorneys’ fees.

#### **Failure to Pay Minimum Wages**

51. At all relevant times, California Labor Code sections 1194, 1197 and 1197.1 provide that the minimum wage for employees fixed by the Industrial Welfare Commission is the minimum wage to be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful. Defendants’ failure to pay minimum wages included, inter alia, Defendants’ effective payment of zero dollars per hour for time spent working “off-the-clock” performing duties, including, but not limited to, reviewing and/or responding to phone calls and text messages. Accordingly, Defendants regularly failed to pay at least minimum wages to Plaintiff and aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1194, 1197 and 1197.1.

52. Defendants' failure to pay Plaintiff and aggrieved employees the minimum wage as required violates California Labor Code sections 1194, 1197 and 1197.1. Pursuant to those sections, Plaintiff and aggrieved employees are entitled to recover the unpaid balance of their minimum wage compensation, as well as interest, costs, and attorney's fees.

### **Failure to Provide Meal Periods**

53. At all relevant times herein set forth, the applicable IWC Wage Order(s) and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiff's and the other aggrieved employees' employment by Defendants and each of them.

54. At all relevant times herein set forth, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal period mandated by an applicable IWC Order.

55. At all relevant times herein set forth, California Labor Code section 512(a) provides that an employer may not require, cause, or permit an employee to work for a period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee.

56. During the relevant time period, Plaintiff and other aggrieved employees scheduled to work for a period of time no longer than six (6) hours, and who did not waive their legally mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours without a meal period of not less than thirty (30) minutes.

57. During the relevant time period, Plaintiff and the other aggrieved employees, who were scheduled to work for a period of time in excess of six (6) hours, were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

58. During the relevant time period, Plaintiff and the other aggrieved employees, who were scheduled to work for a period of time in excess of ten (10) hours but no longer than twelve (12) hours, and who did not waive their legally-mandated meal periods by mutual consent, were required to work in excess of ten (10) hours without receiving a second uninterrupted meal period of

1 not less than thirty (30) minutes.

2 59. During the relevant time period, Plaintiff and the other aggrieved employees,  
3 who were scheduled to work for a period of time in excess of twelve (12) hours, were required to work  
4 for periods longer than ten (10) hours without a second uninterrupted meal period of not less than  
5 thirty (30) minutes.

6 60. Pursuant to the applicable IWC Wage Order and California Labor Code section  
7 226.7(b), Plaintiff and other aggrieved employees are entitled to recover from Defendants one (1)  
8 additional hour of pay at the employee's regular hourly rate of compensation for each work day that  
9 the meal period was not provided.

10 61. During the relevant time period, Defendants willfully required Plaintiff and aggrieved  
11 employees to work during meal periods and failed to compensate Plaintiff and aggrieved employees  
12 for work performed during meal periods. By way of example, Defendants altered Plaintiff's time  
13 records to make it appear that he was taking meal periods when he was not in fact taking meal periods.  
14 In addition, Defendants created financial incentives for Plaintiff and aggrieved employees to forego  
15 their meal periods.

16 62. Defendants failed to pay Plaintiff and aggrieved employees the full meal period  
17 premium due in violation of California Labor Code sections 226.7 and 512 on each occasion when a  
18 timely, uninterrupted meal period was not provided.

19 63. Defendants' conduct violates applicable IWC Wage Order(s), and California Labor  
20 Code sections 226.7 and 512(a).

21 **Failure to Provide Rest Periods**

22 64. At all relevant times herein set forth, the applicable IWC Wage Order and California  
23 Labor Code section 226.7 were applicable to Plaintiff's and aggrieved employees' employment by  
24 Defendants.

25 65. At all relevant times, California Labor Code section 226.7 provides that no employer  
26 shall require an employee to work during any rest period mandated by an applicable order of the  
27 California IWC.

28 66. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer

1 shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in  
2 the middle of each work period” and that the “rest period time shall be based on the total hours worked  
3 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless  
4 the total daily work time is less than three and one-half (3½) hours.

5 67. Pursuant to the applicable IWC Wage Order and California Labor Code section  
6 226.7(b), Plaintiff and aggrieved employees are entitled to recover from Defendants one (1) additional  
7 hour of pay at the employee’s regular hourly rate of compensation for each work day that the rest  
8 period was not provided.

9 68. During the relevant time period, Defendants required Plaintiff and aggrieved  
10 employees to work four (4) or more hours without authorizing or permitting a ten (10) minute rest  
11 period per each four (4) hour period, or major fraction thereof worked. During the relevant time  
12 period, Defendants willfully required Plaintiff and the other aggrieved employees to work during rest  
13 periods. By way of example, Defendants failed to relieve Plaintiff of all duties such that Plaintiff  
14 could take compliant rest breaks. As a result, Plaintiff worked through mandated rest periods. In  
15 addition, Defendants created financial incentives for Plaintiff and aggrieved employees to forego their  
16 rest periods.

17 69. Defendants failed to pay Plaintiff and aggrieved employees the full rest-period  
18 premium due in violation of California Labor Code sections 226.7 and 512 on each occasion when a  
19 timely, uninterrupted rest period was not provided.

20 70. Defendants’ conduct violates the applicable IWC Wage Orders and California Labor  
21 Code section 226.7.

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

23 71. At all relevant times herein set forth, California Labor Code section 204 provides that  
24 all wages earned by any person in any employment between the 1st and 15th days, inclusive, of any  
25 calendar month, other than those wages due upon termination of an employee, are due and payable  
26 between the 16th and the 26th day of the month during which the labor was performed.

27 72. At all times herein set forth, California Labor Code section 204 provides that all wages  
28 earned by any person in any employment between the 16th and the last day, inclusive, of any calendar

month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

73. At all times herein set forth, California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

74. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the other aggrieved employees all wages due to them, within any time period permissible under California Labor Code section 204, including wages for overtime compensation, minimum wage compensation, commissions, meal period premiums, and rest period premiums.

**Failure to Timely Pay Wages Upon Termination**

75. Pursuant to California Labor Code sections 201, 202, and 203, Defendants are required to pay all earned and unpaid wages to an employee who is discharged. California Labor Code section 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 mandates that if an employee quits, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

76. California Labor Code section 203 provides that if an employer willfully fails to pay, in accordance with California Labor Code sections 201 and 202, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than thirty (30) days.

77. At the time that Plaintiff and the other aggrieved employees' employment with Defendants ended, Defendants knowingly and willfully failed to pay Plaintiff and the other aggrieved employees all wages owed to them pursuant to California Labor Code sections 201 and 202, including, without limitation, overtime wages, minimum wages, commissions, meal period premium wages, and rest period premium wages.

**Failure to Provide Compliant Wage Statements**

78. At all relevant times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of its employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

79. Defendants have intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to state all rates of pay, all hours worked, all meal period premium wages, and all rest period premium wages.

80. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff and aggrieved employees have suffered injury and damage to their statutorily protected rights.

81. Specifically, Plaintiff and aggrieved employees have been injured by Defendants' intentional violation of California Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate, itemized wage statements under California Labor Code section 226(a). In addition, because Defendants failed to provide the accurate number of total hours worked on wage statements, Plaintiff has been prevented by Defendants from determining if all hours worked were paid and the extent of the underpayment. Plaintiff has had to file this lawsuit, and will further have to conduct discovery, reconstruct time records, and perform computations in order to analyze whether in fact Plaintiff was paid correctly and the extent of the underpayment, thereby causing Plaintiff to incur expenses and lost time. Plaintiff would not have had

1 to engage in these efforts and incur these costs had Defendants provided the accurate number of total  
2 hours worked. This has also delayed Plaintiff's ability to demand and recover the underpayment of  
3 wages from Defendants.

4 **Failure to Keep Requisite Payroll Records**

5 82. At all relevant times set forth herein, California Labor Code section 1174(d) requires  
6 an employer to keep, at a central location in the state or at the plants or establishments at which  
7 employees are employed, payroll records showing the hours worked daily by and the wages paid to,  
8 and the number of piece-rate units earned by and any applicable piece rate paid to, employees  
9 employed at the respective plants or establishments. These records shall be kept in accordance with  
10 rules established for this purpose by the commission, but in any case shall be kept on file for not less  
11 than two years.

12 83. Defendants have intentionally and willfully failed to keep accurate and complete  
13 payroll records showing the hours worked daily and the wages paid, to Plaintiff and the other aggrieved  
14 employees.

15 84. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiff  
16 and the other aggrieved employees have suffered injury and damage to their statutorily-protected  
17 rights.

18 85. More specifically, Plaintiff and the other aggrieved employees have been injured by  
19 Defendants' intentional and willful violation of California Labor Code section 1174(d) because they  
20 were denied both their legal right and protected interest, in having available, accurate and complete  
21 payroll records pursuant to California Labor Code section 1174(d).

22 **Failure to Reimburse Necessary Business Expenses**

23 86. Pursuant to California Labor Code sections 2800 and 2802, an employer must  
24 reimburse its employees for all necessary expenditures incurred by the employee in direct consequence  
25 of the discharge of his or her job duties or in direct consequence of his or her job duties or in direct  
26 consequence of his or her obedience to the directions of the employer.

27 87. Plaintiff and the other aggrieved employees incurred necessary business-related  
28 expenses and costs that were not fully reimbursed by Defendants, including, but not limited to, the use

1 of personal cell phones and computers for work-related purposes.

2 88. Defendants intentionally and willfully failed to reimburse Plaintiff and the other  
3 aggrieved employees for all necessary business-related expenses and costs.

4 **PRAYER FOR RELIEF**

5 Plaintiff prays for relief and judgment against Defendants, jointly and severally, as follows:

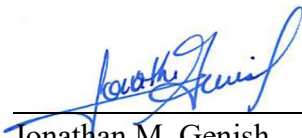
6 1. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and (g), plus  
7 costs and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204, 226(a),  
8 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802; and

9 2. For such other and further relief as the Court may deem proper.

10  
11 Respectfully Submitted,

12 Dated: December 11, 2020

**BLACKSTONE LAW, APC**

13  
14 By: 

15 Jonathan M. Genish  
16 Attorneys for Plaintiff Robert Scheff  
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1 **DEMAND FOR JURY TRIAL**

2 Plaintiff Robert Scheff, individually, and on behalf of all other members of the general public  
3 similarly situated, hereby demands a jury trial as to all issues so triable.  
4

5 DATED: December 11, 2020

**BLACKSTONE LAW, APC**

6  
7  
8 By:



9 Jonathan M. Genish  
10 Attorneys for Plaintiff Robert Scheff  
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