

May 7, 2020

ELECTRONICALLY FILED

Attn: PAGA Administrator
Labor and Workforce Development Agency
1515 Clay Street, Suite 801
Oakland, California 94612
PAGAfilings@dir.ca.gov

Re: Private Attorneys General Act of 2004 Notice

Employees: William Spinner

Employer: RHN, Inc. d/b/a Nissani Bros. Nissan; RHH Automotive, Inc. d/b/a Nissani Bros. Hyundai; NBA Automotive, Inc. d/b/a Nissani Bros. Chevrolet; RHC Automotive, Inc. d/b/a Nissani Bros. Chrysler Dodge Jeep Ram; R&H Automotive, Inc. d/b/a Nissani Bros. Acura; Hooman Nissani; and Rayan Nissani

To Whom It May Concern:

We represent William Spinner, a former employee of RHN, Inc. d/b/a Nissani Bros. Nissan; RHH Automotive, Inc. d/b/a Nissani Bros. Hyundai; NBA Automotive, Inc. d/b/a Nissani Bros. Chevrolet; RHC Automotive, Inc. d/b/a Nissani Bros. Chrysler Dodge Jeep Ram; R&H Automotive, Inc. d/b/a Nissani Bros. Acura; Hooman Nissani; and Rayan Nissani (“Nissani Bros.”). We intend to file a complaint against Nissani Bros. on behalf of our client and all non-exempt employees of Nissani Bros. who work at car dealerships in California. Pursuant to California Labor Code § 2699.3, we hereby provide notice of our client’s intent to bring Private Attorneys General Act (“PAGA”) claims under California Labor Code § 2699(a) and (f).

Mr. Spinner and the alleged aggrieved employees are current and former similarly situated, non-exempt employees of Nissani Bros. who work at car dealerships in California. Mr. Spinner intends to file a complaint against Nissani Bros. on behalf of himself and other current and former non-exempt employees of Nissani Bros. who have been denied minimum wages, proper overtime compensation, payment for all hours worked, compliant meal and rest breaks, premium pay for non-compliant meal and rest breaks, accurate and itemized wage statements, and reimbursements for business-related expenditures. Mr. Spinner will pursue claims pursuant to California Labor Code § 1194 (failure to pay minimum wage); § 510 (failure to pay overtime wages); § 204 (failure to compensate for all hours worked); §§ 226.7 and 512 (failure to provide meal and rest periods); §§ 226 and 226.3 (failure to provide timely and itemized wage statements); §§ 201-203, 225.5 and 256 (failure to timely pay all wages owed during employment and following separation from employment); § 2802 (failure to reimburse for necessary business expenses); and California Business and Professions Code §§ 17200 *et seq.* (engaging in unfair business practices).



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Mr. Spinner intends to plead causes of action pursuant to California Labor Code §§ 2699(a) and (f) for civil penalties for violating the various California Labor Code provisions enumerated above. Pursuant to Section 2699(a), Mr. Spinner will seek civil penalties pursuant to each provision of the Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, including but not limited to those Labor Code provisions referenced above, as well as Sections 225.5, 226.3, and 256 of the California Labor Code. To the extent a provision of the Labor Code does not provide for a civil penalty, Mr. Spinner will seek civil penalties pursuant to California Labor Code Section 2699(f). Nissani Bros., at all relevant times, was an employer who violated the rights of Mr. Spinner and other aggrieved employees by violating various sections of the California Labor Code as outlined in this letter.

Nissani Bros. is a chain of car dealerships in California. Nissani Bros. employed Mr. Spinner and other non-exempt employees to staff its car dealerships. Nissani Bros. employs the aggrieved employees to perform duties including but not limited to completing car sales at Nissani Bros.' dealerships in California.

Like aggrieved employees, Mr. Spinner worked for Nissani Bros. in this role in California from approximately October 2019 until November 2019. He was paid at a rate of approximately \$14.50 per hour, and was additionally promised commission payments. His duties included completing training, interacting with customers, communicating with Nissani Bros. managers, negotiating and completing sales, and completing paperwork. Mr. Spinner routinely worked shifts of 12 hours per day and more.

Nissani Bros. requires Mr. Spinner and aggrieved employees to perform work off-the-clock without compensation. At the beginning of the employee's tenure, Nissani Bros. requires Mr. Spinner and aggrieved employees to work for multiple days without any compensation whatsoever. Mr. Spinner and aggrieved employees further experience unpaid training time. These workers are required to complete mandatory training at the beginning of their employment with Nissani Bros. They are required to complete considerable amounts of this training, including but not limited to training required by auto manufacturers, outside of their scheduled hours using their own personal computers and cellular phones. As a result of its policies and practices, Nissani Bros. does not pay Mr. Spinner and aggrieved employees for this training time. As this unpaid time is performed in the context of 12+ hour days and 40+ hour workweeks, much of it should be compensated at overtime rates. As a result, Nissani Bros. has denied Mr. Spinner and aggrieved employees compensation for all hours worked and proper overtime compensation.

Even without considering this off-the-clock work, Nissani Bros. does not pay Mr. Spinner and aggrieved employees at the overtime rates required by California law. Despite routinely working 12+ hours in "on the clock" time per day, Nissani Bros. only pays Mr. Spinner and aggrieved employees at regular rates of pay (i.e., straight time) for all of their hours worked. This is true even for hours worked above eight per day and 40 per week. As a result of these policies



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and practices, Nissani Bros. does not pay required overtime to Mr. Spinner and aggrieved employees.

Nissani Bros. also requires Mr. Spinner and aggrieved employees to work beyond the statutory maximum times without meal and rest periods. Nissani Bros. regularly fails to provide a meal period to Mr. Spinner and aggrieved employees before the end of the employee's fifth hour of work. Where Mr. Spinner and aggrieved employees work longer shifts of over 10 hours, Nissani Bros. regularly fails to provide a second meal period to these workers, let alone before the end of the employee's tenth hour of work. Additionally, Nissani Bros. fails to provide off-duty, ten-minute rest periods to these workers per every four hours of work or major fraction thereof. Mr. Spinner and aggrieved employees are not provided premium payments for missed or non-compliant meal and rest periods.

As Mr. Spinner and aggrieved employees perform off-the-clock work, including overtime work, which goes unrecorded and unpaid by Nissani Bros., these workers do not receive accurate, itemized wage statements that accurately reflect hours worked. Compensation for off-the-clock work, unpaid overtime, unpaid commissions, and premium pay for missed breaks remains outstanding after termination. Additionally, Nissani Bros. fails to pay these workers commission payments that are owed at the end of their employment. As a result of these issues, Mr. Spinner and aggrieved employees are owed for unpaid wages at the end of their employment.

Nissani Bros. also requires Mr. Spinner and aggrieved employees to incur numerous work-related expenses, including but not limited to paying for background checks, fingerprinting, salesperson license fees, use of personal cellphones for their work, and use of personal computers for training, but does not reimburse its workers for these expenditures.

Mr. Spinner is represented by Schneider Wallace Cottrell Konecky LLP ("SWCK"), a law firm based in Emeryville, California. SWCK has extensive experience in the successful litigation and resolution of employment and class actions nationwide. A description of the work, mission, and credentials of the firms can be found at www.schneiderwallace.com. Mr. Spinner and his counsel are committed to zealously pursuing redress on behalf of the State of California and all other similarly situated employees for the violations and civil penalties set forth above.

Sincerely,

SCHNEIDER WALLACE
COTTRELL KONECKY LLP

/s/ Carolyn Hunt Cottrell

CAROLYN HUNT COTTRELL
Attorney at Law



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CC via certified mail:

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