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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

CELIA ARREOLA, as an aggrieved
employee pursuant to the Private Attorneys
General Act ("PAGA"), on behalf of the
State of California and other aggrieved
employees,

Plaintiff,

vs.

PREMIER NISSAN OF SAN JOSE, LLC,
a California limited liability company;
PREMIER AUTOMOTIVE C OF
CARLSBAD LLC, a California limited
liability company; PREMIER
AUTOMOTIVE CJDR OF BUENA PARK,
LLC, a California limited liability
company; PREMIER AUTOMOTIVE
HCDJ OF CALIFORNIA, LLC, a
California limited liability company;
PREMIER AUTOMOTIVE IMPORTS OF
CA, LLC, a California limited liability
company; PREMIER AUTOMOTIVE K
OF CARLSBAD LLC, a California limited
liability company; PREMIER
AUTOMOTIVE MANAGEMENT,
L.L.C., a Louisiana limited liability
company; PREMIER AUTOMOTIVE OF
BUENA PARK, LLC, a California limited
liability company; PREMIER
AUTOMOTIVE OF CA, LLC, a California
limited liability company; PREMIER
AUTOMOTIVE OF CLAREMONT, LLC,

Case No.: **20CV369049**
**COMPLAINT – PAGA ENFORCEMENT
ACTION**
(1) Claim for Civil Penalties for Violations
of California Labor Code, Pursuant to
PAGA, §§ 2698, *et seq.*

Jury Trial Demanded

a California limited liability company;
PREMIER AUTOMOTIVE OF NEWARK,
LLC, a California limited liability
company; PREMIER AUTOMOTIVE OF
OAKLAND PAH, LLC, a California
limited liability company; PREMIER
AUTOMOTIVE OF PLACENTIA, LLC, a
California limited liability company;
PREMIER AUTOMOTIVE OF SEASIDE,
LLC, a California limited liability
company; PREMIER AUTOMOTIVE OF
STEVENS CREEK, LLC, a California
limited liability company; and/or
PREMIER AUTOMOTIVE OF WEST
COVINA, LLC, a California limited
liability company; and DOES 1 through 10,
inclusive,

Defendants.

1 Plaintiff Celia Arreola, as an aggrieved employee and on behalf of the State of
2 California and all other aggrieved employees, alleges as follows:

3 JURISDICTION AND VENUE

4 1. This is an enforcement action under the Labor Code Private Attorneys General
5 Act of 2004, California Labor Code sections 2698 *et seq.* (“PAGA”) to recover civil penalties
6 and any other available relief on behalf of Plaintiff, the State of California, and other current
7 and former employees who worked for Defendants in California as a non-exempt, hourly paid
8 employee and received at least one wage statement and against whom one or more violations
9 of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating
10 hours and days of work in the applicable Industrial Welfare Commission (“IWC”) Wage
11 Order were committed, as set forth in this complaint, at any time between one year prior to the
12 filing of the pre-filing written notice to the Labor and Workforce Development Agency
13 (“LWDA”) in this case on June 5, 2020, until judgment (“non-party Aggrieved Employees”).
14 Plaintiff’s share of civil penalties sought in this action does not exceed \$75,000.

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

18 3. This Court has jurisdiction over all Defendants because, on information and
19 belief, Defendants are either citizens of California, have sufficient minimum contacts in
20 California, or otherwise intentionally avail themselves of the California market so as to render
21 the exercise of jurisdiction over them by the California courts consistent with traditional
22 notions of fair play and substantial justice. There is no basis for federal diversity jurisdiction
23 in this action given that the State of California, as the real party in interest in this action, is not
24 a “citizen” for purposes of satisfying diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*,
25 726 F.3d 1118, 1123 (9th Cir. Cal. 2013). *Urbino* also holds that civil penalties cannot be
26 aggregated to satisfy the amount in controversy requirement for federal diversity jurisdiction
27 in this action, and that diversity jurisdiction cannot be established when Plaintiff’s share of the
28 civil penalties attributable to violations personally suffered are less than \$75,000. *Id.* at 1122.

4. Venue is proper in this Court, because Defendants employ persons in this county, and employed Plaintiff in this county, and thus a substantial portion of the transactions and occurrences related to this action occurred in this county.

5. California Labor Code sections 2698, *et seq.*, the “Labor Code Private Attorneys General Act of 2004” (“PAGA”), authorize aggrieved employees to sue as private attorneys general their current or former employers for various civil penalties for violations of various provisions in the California Labor Code.

THE PARTIES

6. Plaintiff Celia Arreola is a resident of San Jose, in Santa Clara County, California. Defendants employed Plaintiff as an hourly paid, non-exempt Internet Salesperson/Sales Manager from April 2011 to 2016, and then as a Salesperson/Sales Development Associate until October 2019. Plaintiff worked for Defendants at their dealership located at 1120 West Capitol Expressway, San Jose, California 95136. During her employment, Plaintiff typically worked eight (8) hours or more per day, five (5) to six (6) days per week. At the time her employment ended, Plaintiff earned approximately \$15.00 per hour, plus commissions and bonuses. Her job duties included, without limitation, assisting and finalizing car sales, responding to sales phone calls, completing sales documentation, and delivering vehicles to customers.

7. On information and belief, Defendants required some employees, including Plaintiff, to execute a dispute resolution policy and/or arbitration agreement at the time of their hire or during their employment. On further information and belief, Defendants' dispute resolution policy and/or arbitration agreement was and is both procedurally and substantively unconscionable. Specifically, Defendants presented new hires with an Applicant's Statement & Agreement ("Arbitration Agreement") during the onboarding process, which had to be reviewed and signed immediately. In fact, upon information and belief, the Arbitration Agreement was one of several documents presented to new employees for signature during the orientation process, including the Drug & Alcohol Policy, among other documents. Also, employees did not have a meaningful opportunity to negotiate the terms of the Arbitration

1 Agreement. Rather, it was provided to Defendants' employees for them to sign on a take-it or
2 leave-it basis at the time they were hired, along with other on-boarding documents. Further,
3 Defendants did not set forth in the agreement or otherwise provide employees with the rules
4 which will govern the arbitration, instead forcing employees to seek this information out on
5 their own.

6 8. PREMIER NISSAN OF SAN JOSE, LLC was and is, upon information and
7 belief, a California limited liability company, and at all times hereinafter mentioned, an
8 employer whose employees are engaged throughout this county and the State of California.

9 9. PREMIER AUTOMOTIVE C OF CARLSBAD LLC was and is, upon
10 information and belief, a California limited liability company, and at all times hereinafter
11 mentioned, an employer whose employees are engaged throughout this county and the State of
12 California.

13 10. PREMIER AUTOMOTIVE CJDR OF BUENA PARK, LLC was and is, upon
14 information and belief, a California limited liability company, and at all times hereinafter
15 mentioned, an employer whose employees are engaged throughout this county and the State of
16 California.

17 11. PREMIER AUTOMOTIVE HCDJ OF CALIFORNIA, LLC was and is, upon
18 information and belief, a California limited liability company, and at all times hereinafter
19 mentioned, an employer whose employees are engaged throughout this county and the State of
20 California.

21 12. PREMIER AUTOMOTIVE IMPORTS OF CA, LLC was and is, upon
22 information and belief, a California limited liability company, and at all times hereinafter
23 mentioned, an employer whose employees are engaged throughout this county and the State of
24 California.

25 13. PREMIER AUTOMOTIVE K OF CARLSBAD LLC was and is, upon
26 information and belief, a California limited liability company, and at all times hereinafter
27 mentioned, an employer whose employees are engaged throughout this county and the State of
28 California.

1 14. PREMIER AUTOMOTIVE MANAGEMENT, L.L.C. was and is, upon
2 information and belief, a Louisiana limited liability company, and at all times hereinafter
3 mentioned, an employer whose employees are engaged throughout this county and the State of
4 California.

5 15. PREMIER AUTOMOTIVE OF BUENA PARK, LLC was and is, upon
6 information and belief, a California limited liability company, and at all times hereinafter
7 mentioned, an employer whose employees are engaged throughout this county and the State of
8 California.

9 16. PREMIER AUTOMOTIVE OF CA, LLC was and is, upon information and
10 belief, a California limited liability company, and at all times hereinafter mentioned, an
11 employer whose employees are engaged throughout this county and the State of California.

12 17. PREMIER AUTOMOTIVE OF CLAREMONT, LLC was and is, upon
13 information and belief, a California limited liability company, and at all times hereinafter
14 mentioned, an employer whose employees are engaged throughout this county and the State of
15 California.

16 18. PREMIER AUTOMOTIVE OF NEWARK, LLC was and is, upon information
17 and belief, a California limited liability company, and at all times hereinafter mentioned, an
18 employer whose employees are engaged throughout this county and the State of California.

19 19. PREMIER AUTOMOTIVE OF OAKLAND PAH, LLC was and is, upon
20 information and belief, a California limited liability company, and at all times hereinafter
21 mentioned, an employer whose employees are engaged throughout this county and the State of
22 California.

23 20. PREMIER AUTOMOTIVE OF PLACENTIA, LLC was and is, upon
24 information and belief, a California limited liability company, and at all times hereinafter
25 mentioned, an employer whose employees are engaged throughout this county and the State of
26 California.

27 21. PREMIER AUTOMOTIVE OF SEASIDE, LLC was and is, upon information
28 and belief, a California limited liability company, and at all times hereinafter mentioned, an

1 employer whose employees are engaged throughout this county and the State of California.

2 22. PREMIER AUTOMOTIVE OF STEVENS CREEK, LLC was and is, upon
3 information and belief, a California limited liability company, and at all times hereinafter
4 mentioned, an employer whose employees are engaged throughout this county and the State of
5 California.

6 23. PREMIER AUTOMOTIVE OF WEST COVINA, LLC was and is, upon
7 information and belief, a California limited liability company, and at all times hereinafter
8 mentioned, an employer whose employees are engaged throughout this county and the State of
9 California.

10 24. Plaintiff is unaware of the true names or capacities of the Defendants sued
11 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
12 amend the complaint and serve such fictitiously named Defendants once their names and
13 capacities become known.

14 25. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
15 were the partners, agents, owners, or managers of PREMIER NISSAN OF SAN JOSE, LLC;
16 PREMIER AUTOMOTIVE C OF CARLSBAD LLC; PREMIER AUTOMOTIVE CJDR OF
17 BUENA PARK, LLC; PREMIER AUTOMOTIVE HCDJ OF CALIFORNIA, LLC;
18 PREMIER AUTOMOTIVE IMPORTS OF CA, LLC; PREMIER AUTOMOTIVE K OF
19 CARLSBAD LLC; PREMIER AUTOMOTIVE MANAGEMENT, L.L.C.; PREMIER
20 AUTOMOTIVE OF BUENA PARK, LLC; PREMIER AUTOMOTIVE OF CA, LLC;
21 PREMIER AUTOMOTIVE OF CLAREMONT, LLC; PREMIER AUTOMOTIVE OF
22 NEWARK, LLC; PREMIER AUTOMOTIVE OF OAKLAND PAH, LLC; PREMIER
23 AUTOMOTIVE OF PLACENTIA, LLC; PREMIER AUTOMOTIVE OF SEASIDE, LLC;
24 PREMIER AUTOMOTIVE OF STEVENS CREEK, LLC; and/or PREMIER AUTOMOTIVE
25 OF WEST COVINA, LLC, at all relevant times.

26 26. Plaintiff is informed and believes, and thereon alleges, that each and all of the
27 acts and omissions alleged herein was performed by, or is attributable to, PREMIER NISSAN
28 OF SAN JOSE, LLC; PREMIER AUTOMOTIVE C OF CARLSBAD LLC; PREMIER

1 AUTOMOTIVE CJDR OF BUENA PARK, LLC; PREMIER AUTOMOTIVE HCDJ OF
2 CALIFORNIA, LLC; PREMIER AUTOMOTIVE IMPORTS OF CA, LLC; PREMIER
3 AUTOMOTIVE K OF CARLSBAD LLC; PREMIER AUTOMOTIVE MANAGEMENT,
4 L.L.C.; PREMIER AUTOMOTIVE OF BUENA PARK, LLC; PREMIER AUTOMOTIVE
5 OF CA, LLC; PREMIER AUTOMOTIVE OF CLAREMONT, LLC; PREMIER
6 AUTOMOTIVE OF NEWARK, LLC; PREMIER AUTOMOTIVE OF OAKLAND PAH,
7 LLC; PREMIER AUTOMOTIVE OF PLACENTIA, LLC; PREMIER AUTOMOTIVE OF
8 SEASIDE, LLC; PREMIER AUTOMOTIVE OF STEVENS CREEK, LLC; PREMIER
9 AUTOMOTIVE OF WEST COVINA, LLC; and/or DOES 1 through 10 (collectively,
10 “Defendants” or “PREMIER”), each acting as the agent, employee, alter ego, and/or joint
11 venturer of, or working in concert with, each of the other co-Defendants and was acting within
12 the course and scope of such agency, employment, joint venture, or concerted activity with
13 legal authority to act on the others’ behalf. The acts of any and all Defendants were in
14 accordance with, and represent, the official policy of Defendants.

15 27. At all relevant times, Defendants, and each of them, ratified each and every act
16 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
17 and abetted the acts and omissions of each and all the other Defendants in proximately causing
18 the damages herein alleged.

19 28. Plaintiff is informed and believes, and thereon alleges, that each of said
20 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
21 omissions, occurrences, and transactions alleged herein.

22 29. Under California law, Defendants are jointly and severally liable as employers
23 for the violations alleged herein because they have each exercised sufficient control over the
24 wages, hours, working conditions, and employment status of Plaintiff and class members.
25 Each Defendant had the power to hire and fire Plaintiff and class members, supervised and
26 controlled their work schedule and/or conditions of employment, determined their rate of pay,
27 and maintained their employment records. Defendants suffered or permitted Plaintiff and
28 class members to work and/or “engaged” Plaintiff and class members so as to create a

1 common-law employment relationship. As joint employers of Plaintiff and class members,
2 Defendants are jointly and severally liable for the civil penalties and all other relief available
3 to Plaintiff and class members under the law.

4 30. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
5 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and class
6 members because Defendants have:

- 7 (a) jointly exercised meaningful control over the work performed by
8 Plaintiff and class members;
- 9 (b) jointly exercised meaningful control over Plaintiff's and class members'
10 wages, hours, and working conditions, including the quantity, quality
11 standards, speed, scheduling, and operative details of the tasks
12 performed by Plaintiff and class members;
- 13 (c) jointly required that Plaintiff and class members perform work which is
14 an integral part of Defendants' businesses; and
- 15 (d) jointly exercised control over Plaintiff and class members as a matter of
16 economic reality in that Plaintiff and class members were dependent on
17 Defendants, who shared the power to set the wages of Plaintiff and class
18 members and determined their working conditions, and who jointly
19 reaped the benefits from the underpayment of their wages and
20 noncompliance with other statutory provisions governing their
21 employment.

22 31. Plaintiff is informed and believes, and thereon alleges, that at all relevant times
23 there has existed a unity of interest and ownership between Defendants such that any
24 individuality and separateness between the entities has ceased.

25 32. PREMIER NISSAN OF SAN JOSE, LLC; PREMIER AUTOMOTIVE C OF
26 CARLSBAD LLC; PREMIER AUTOMOTIVE CJDR OF BUENA PARK, LLC; PREMIER
27 AUTOMOTIVE HCDJ OF CALIFORNIA, LLC; PREMIER AUTOMOTIVE IMPORTS OF
28 CA, LLC; PREMIER AUTOMOTIVE K OF CARLSBAD LLC; PREMIER AUTOMOTIVE

1 MANAGEMENT, L.L.C.; PREMIER AUTOMOTIVE OF BUENA PARK, LLC; PREMIER
2 AUTOMOTIVE OF CA, LLC; PREMIER AUTOMOTIVE OF CLAREMONT, LLC;
3 PREMIER AUTOMOTIVE OF NEWARK, LLC; PREMIER AUTOMOTIVE OF
4 OAKLAND PAH, LLC; PREMIER AUTOMOTIVE OF PLACENTIA, LLC; PREMIER
5 AUTOMOTIVE OF SEASIDE, LLC; PREMIER AUTOMOTIVE OF STEVENS CREEK,
6 LLC; PREMIER AUTOMOTIVE OF WEST COVINA, LLC; and DOES 1 through 10 are
7 therefore alter egos of each other.

8 33. Adherence to the fiction of the separate existence of Defendants would permit
9 an abuse of the corporate privilege, and would promote injustice by protecting Defendants
10 from liability for the wrongful acts committed by them under the name PREMIER.

11 34. Plaintiff further alleges, upon information and belief, that Defendants
12 PREMIER NISSAN OF SAN JOSE, LLC; PREMIER AUTOMOTIVE C OF CARLSBAD
13 LLC; PREMIER AUTOMOTIVE CJDR OF BUENA PARK, LLC; PREMIER
14 AUTOMOTIVE HCDJ OF CALIFORNIA, LLC; PREMIER AUTOMOTIVE IMPORTS OF
15 CA, LLC; PREMIER AUTOMOTIVE K OF CARLSBAD LLC; PREMIER AUTOMOTIVE
16 MANAGEMENT, L.L.C.; PREMIER AUTOMOTIVE OF BUENA PARK, LLC; PREMIER
17 AUTOMOTIVE OF CA, LLC; PREMIER AUTOMOTIVE OF CLAREMONT, LLC;
18 PREMIER AUTOMOTIVE OF NEWARK, LLC; PREMIER AUTOMOTIVE OF
19 OAKLAND PAH, LLC; PREMIER AUTOMOTIVE OF PLACENTIA, LLC; PREMIER
20 AUTOMOTIVE OF SEASIDE, LLC; PREMIER AUTOMOTIVE OF STEVENS CREEK,
21 LLC; and PREMIER AUTOMOTIVE OF WEST COVINA, LLC are alter egos of each other
22 for the following reasons:

- 23 (a) According to their most recent “Statement of Information” forms filed
24 with the California Secretary of State and forms filed with the Louisiana
25 Secretary of State, PREMIER NISSAN OF SAN JOSE, LLC;
26 PREMIER AUTOMOTIVE C OF CARLSBAD LLC; PREMIER
27 AUTOMOTIVE CJDR OF BUENA PARK, LLC; PREMIER
28 AUTOMOTIVE HCDJ OF CALIFORNIA, LLC; PREMIER

1 AUTOMOTIVE IMPORTS OF CA, LLC; PREMIER AUTOMOTIVE
2 K OF CARLSBAD LLC; PREMIER AUTOMOTIVE
3 MANAGEMENT, L.L.C.; PREMIER AUTOMOTIVE OF BUENA
4 PARK, LLC; PREMIER AUTOMOTIVE OF CA, LLC; PREMIER
5 AUTOMOTIVE OF CLAREMONT, LLC; PREMIER AUTOMOTIVE
6 OF NEWARK, LLC; PREMIER AUTOMOTIVE OF OAKLAND
7 PAH, LLC; PREMIER AUTOMOTIVE OF PLACENTIA, LLC;
8 PREMIER AUTOMOTIVE OF SEASIDE, LLC; PREMIER
9 AUTOMOTIVE OF STEVENS CREEK, LLC; and PREMIER
10 AUTOMOTIVE OF WEST COVINA, LLC share the same manager,
11 Troy Duhon, who is also listed as the owner of the aforementioned
12 entities on Premier Automotive's website,
13 <https://www.premieraautomotive.com/about-us>;

14 (b) On information and belief, PREMIER NISSAN OF SAN JOSE, LLC;
15 PREMIER AUTOMOTIVE C OF CARLSBAD LLC; PREMIER
16 AUTOMOTIVE CJDR OF BUENA PARK, LLC; PREMIER
17 AUTOMOTIVE HCDJ OF CALIFORNIA, LLC; PREMIER
18 AUTOMOTIVE IMPORTS OF CA, LLC; PREMIER AUTOMOTIVE
19 K OF CARLSBAD LLC; PREMIER AUTOMOTIVE
20 MANAGEMENT, L.L.C.; PREMIER AUTOMOTIVE OF BUENA
21 PARK, LLC; PREMIER AUTOMOTIVE OF CA, LLC; PREMIER
22 AUTOMOTIVE OF CLAREMONT, LLC; PREMIER AUTOMOTIVE
23 OF NEWARK, LLC; PREMIER AUTOMOTIVE OF OAKLAND
24 PAH, LLC; PREMIER AUTOMOTIVE OF PLACENTIA, LLC;
25 PREMIER AUTOMOTIVE OF SEASIDE, LLC; PREMIER
26 AUTOMOTIVE OF STEVENS CREEK, LLC; and PREMIER
27 AUTOMOTIVE OF WEST COVINA, LLC share the same agent for
28 service of process, "RICHARD RITCHIE;"

- 1 (c) According to their most recent "Statement of Information" forms filed
2 with the California Secretary of State and forms filed with the Louisiana
3 Secretary of State, PREMIER AUTOMOTIVE MANAGEMENT,
4 L.L.C. and PREMIER AUTOMOTIVE OF SEASIDE, LLC share the
5 same entity address, "13040 I-10 SERVICE ROAD, NEW ORLEANS,
6 LA 70128", which is also the same address for the abovementioned
7 agent for service of process, "RICHARD RITCHIE;"
- 8 (d) According to their most recent "Statement of Information" forms filed
9 with the California Secretary of State, PREMIER AUTOMOTIVE C OF
10 CARLSBAD LLC; PREMIER AUTOMOTIVE CJDR OF BUENA
11 PARK, LLC; PREMIER AUTOMOTIVE K OF CARLSBAD LLC;
12 PREMIER AUTOMOTIVE OF CLAREMONT, LLC; PREMIER
13 AUTOMOTIVE OF NEWARK, LLC; PREMIER AUTOMOTIVE OF
14 OAKLAND PAH, LLC; PREMIER AUTOMOTIVE OF STEVENS
15 CREEK, LLC; and PREMIER AUTOMOTIVE OF WEST COVINA,
16 LLC share the same entity and/or mailing address, "350 TENTH AVE,
17 SUITE 1000, SAN DIEGO CA 92101;"
- 18 (e) PREMIER NISSAN OF SAN JOSE, LLC; PREMIER AUTOMOTIVE
19 C OF CARLSBAD LLC; PREMIER AUTOMOTIVE CJDR OF
20 BUENA PARK, LLC; PREMIER AUTOMOTIVE HCDJ OF
21 CALIFORNIA, LLC; PREMIER AUTOMOTIVE IMPORTS OF CA,
22 LLC; PREMIER AUTOMOTIVE K OF CARLSBAD LLC; PREMIER
23 AUTOMOTIVE MANAGEMENT, L.L.C.; PREMIER AUTOMOTIVE
24 OF BUENA PARK, LLC; PREMIER AUTOMOTIVE OF CA, LLC;
25 PREMIER AUTOMOTIVE OF CLAREMONT, LLC; PREMIER
26 AUTOMOTIVE OF NEWARK, LLC; PREMIER AUTOMOTIVE OF
27 OAKLAND PAH, LLC; PREMIER AUTOMOTIVE OF PLACENTIA,
28 LLC; PREMIER AUTOMOTIVE OF SEASIDE, LLC; PREMIER

1 AUTOMOTIVE OF STEVENS CREEK, LLC; and PREMIER
2 AUTOMOTIVE OF WEST COVINA, LLC each utilize similar
3 marketing coloring schemes, fonts, and logo(s) and share a common
4 website at <https://www.premieraautomotive.com/>; and

5 (f) On information and belief, PREMIER NISSAN OF SAN JOSE, LLC;
6 PREMIER AUTOMOTIVE C OF CARLSBAD LLC; PREMIER
7 AUTOMOTIVE CJDR OF BUENA PARK, LLC; PREMIER
8 AUTOMOTIVE HCDJ OF CALIFORNIA, LLC; PREMIER
9 AUTOMOTIVE IMPORTS OF CA, LLC; PREMIER AUTOMOTIVE
10 K OF CARLSBAD LLC; PREMIER AUTOMOTIVE
11 MANAGEMENT, L.L.C.; PREMIER AUTOMOTIVE OF BUENA
12 PARK, LLC; PREMIER AUTOMOTIVE OF CA, LLC; PREMIER
13 AUTOMOTIVE OF CLAREMONT, LLC; PREMIER AUTOMOTIVE
14 OF NEWARK, LLC; PREMIER AUTOMOTIVE OF OAKLAND
15 PAH, LLC; PREMIER AUTOMOTIVE OF PLACENTIA, LLC;
16 PREMIER AUTOMOTIVE OF SEASIDE, LLC; PREMIER
17 AUTOMOTIVE OF STEVENS CREEK, LLC; and PREMIER
18 AUTOMOTIVE OF WEST COVINA, LLC utilize the same
19 standardized employment forms and issue the same employment
20 policies.

21 **PAGA REPRESENTATIVE ALLEGATIONS**

22 35. Defendants are a privately held car dealership group serving customers in
23 California, Kansas, Louisiana, Texas, and Missouri. There are approximately nine (9)
24 dealership locations that are owned and operated by Defendants in California. Upon
25 information and belief, Defendants maintain a single, centralized Human Resources (“HR”)
26 department at their corporate headquarters in New Orleans, Louisiana, which is responsible
27 for the recruiting and hiring of new employees, and communicating and implementing
28 Defendants’ company-wide policies, including timekeeping policies and meal and rest period

1 policies, to employees throughout California.

2 36. In particular, Plaintiff and other non-party Aggrieved Employees, on
3 information and belief, received the same standardized documents and/or written policies.
4 Upon information and belief, the usage of standardized documents and/or written policies,
5 including new-hire documents, indicate that Defendants dictated policies at the corporate level
6 and implemented them company-wide, regardless of their employees' assigned locations or
7 positions. Upon information and belief, Defendants set forth uniform policies and procedures
8 in several documents provided at an employee's time of hire.

9 37. Upon information and belief, Defendants maintain a centralized Payroll
10 department at their corporate headquarters in New Orleans, Louisiana, which processes
11 payroll for all non-exempt, hourly paid employees working for Defendants at their various
12 locations and jobsites in California, including Plaintiff and other non-party Aggrieved
13 Employees. Based upon information and belief, Defendants issue the same formatted wage
14 statements to all non-exempt, hourly paid employees in California, irrespective of their work
15 locations. Upon information and belief, Defendants process payroll for departing employees
16 in the same manner throughout the State of California, regardless of the manner in which each
17 employee's employment ends.

18 38. Defendants continue to employ non-exempt or hourly paid employees in
19 California.

20 39. Plaintiff is informed and believes, and thereon alleges, that at all times herein
21 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
22 and advisors knowledgeable about California labor and wage law, employment and personnel
23 practices, and about the requirements of California law.

24 40. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and other
25 non-party Aggrieved Employees were not paid for all hours worked because all hours worked
26 were not recorded.

27 41. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
28 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to

1 receive certain wages for overtime compensation and that they were not receiving certain
2 wages for overtime compensation.

3 42. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
5 be paid at a regular rate of pay, and corresponding overtime rates of pay, that included as
6 eligible income all income derived from commissions, incentive pay, nondiscretionary
7 bonuses, and/or other forms of compensation.

8 43. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
9 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
10 receive at least minimum wages for compensation and that they were not receiving at least
11 minimum wages for work that was required to be done off-the-clock. In violation of the
12 California Labor Code, Plaintiff and other non-party Aggrieved Employees were not paid at
13 least minimum wages for work done off-the-clock.

14 44. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
15 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
16 meal periods in accordance with the Labor Code or payment of one (1) additional hour of pay
17 at their regular rates of pay when they were not provided with timely, uninterrupted, thirty
18 (30) minute meal periods and that Plaintiff and other non-party Aggrieved Employees were
19 not provided with all meal periods or payment of one (1) additional hour of pay at their
20 regular rates of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal
21 period.

22 45. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
23 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
24 rest periods in accordance with the Labor Code and applicable IWC Wage Order or payment
25 of one (1) additional hour of pay at their regular rates of pay when they were not authorized
26 and permitted to take a compliant rest period. In violation of the California Labor Code,
27 Plaintiff and other non-party Aggrieved Employees were not authorized and permitted to take
28 compliant rest periods, nor did Defendants provide Plaintiff and other non-party Aggrieved

1 Employees with payment of one (1) additional hour of pay at their regular rates of pay when
2 they were not authorized and permitted to take a compliant rest period.

3 46. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
5 receive complete and accurate wage statements in accordance with California law. In
6 violation of the California Labor Code, Plaintiff and other non-party Aggrieved Employees
7 were not provided complete and accurate wage statements.

8 47. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
9 should have known that they had a duty to maintain accurate and complete payroll records in
10 accordance with the Labor Code and applicable IWC Wage Order, but willfully, knowingly,
11 and intentionally failed to do so.

12 48. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
13 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
14 timely payment of all wages earned upon termination of employment. In violation of the
15 California Labor Code, Plaintiff and other non-party Aggrieved Employees did not receive
16 payment of all wages due, including, but not limited to, overtime wages, minimum wages,
17 and/or meal and rest period premiums, within permissible time periods.

18 49. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
19 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
20 timely payment of wages during their employment. In violation of the California Labor Code,
21 Plaintiff and other non-party Aggrieved Employees did not receive payment of all wages,
22 including, but not limited to, overtime wages, minimum wages, and/or meal and rest period
23 premiums, within permissible time periods.

24 50. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
25 should have known that other non-party Aggrieved Employees were entitled to receive their
26 full wages due without having to execute a release of claims.

27 51. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
28 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to

1 the portion of wages previously paid and subsequently unlawfully deducted by Defendants.

2 52. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
3 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
4 payment of wages as designated by statute. In violation of the California Labor Code,
5 Defendants secretly paid Plaintiff and other non-party Aggrieved Employees lower wages
6 than required by statute while purporting to pay them proper wages.

7 53. Plaintiff is informed and believes, and thereon alleges, that at all time herein
8 mentioned, Defendants knew or should have known that they had a duty to cover the costs and
9 expenses other non-party Aggrieved Employees incurred obtaining mandatory examinations
10 and/or drug tests, but willfully, knowingly, and intentionally failed to do so.

11 54. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
12 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
13 receive itemized wage statements or separate written statements showing the amount of paid
14 sick leave available, or paid time off provided in lieu of sick leave. In violation of the
15 California Labor Code, Defendants failed to provide Plaintiff and other non-party Aggrieved
16 Employees with written itemized wage statements or separate written statements showing this
17 information.

18 55. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
19 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
20 receive reimbursement for all business-related expenses and costs they incurred during the
21 course and scope of their employment and that they did not receive reimbursement of
22 applicable business-related expenses and costs incurred.

23 56. Plaintiff is informed and believes, and thereon alleges, that at all times herein
24 mentioned, Defendants knew or should have known that they had a duty to compensate
25 Plaintiff and other non-party Aggrieved Employees for all hours worked, and that Defendants
26 had the financial ability to pay such compensation, but willfully, knowingly, and intentionally
27 failed to do so, and falsely represented to Plaintiff and other non-party Aggrieved Employees
28 that they were properly denied wages, all in order to increase Defendants' profits.

1 57. At all times herein set forth, PAGA provides that any provision of law under
2 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be
3 assessed and collected by the LWDA for violations of the California Labor Code and
4 applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a
5 civil action brought on behalf of themselves and other current or former employees pursuant
6 to procedures outlined in California Labor Code section 2699.3.

7 58. PAGA defines an “aggrieved employee” in Labor Code section 2699(c) as “any
8 person who was employed by the alleged violator and against whom one or more of the
9 alleged violations was committed.”

10 59. Plaintiff and other current and former employees of Defendants are “aggrieved
11 employees” as defined by Labor Code section 2699(c) in that they are all Defendants’ current
12 or former employees and one or more of the alleged violations were committed against them.

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

16 (a) The aggrieved employee shall give written notice by online filing
17 (hereinafter “Employee’s Notice”) to the LWDA and by certified mail
18 to the employer of the specific provisions of the California Labor Code
19 alleged to have been violated, including the facts and theories to support
20 the alleged violations.

21 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
22 2699.3(a) and any employer response to that notice shall be
23 accompanied by a filing fee of seventy-five dollars (\$75).

24 (c) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
25 employer and the aggrieved employee by certified mail that it does not
26 intend to investigate the alleged violation within sixty (60) calendar
27 days of the postmark date of the Employee’s Notice. Upon receipt of
28 the LWDA Notice, or if the LWDA Notice is not provided within sixty-

1 five (65) calendar days of the postmark date of the Employee's Notice,
2 the aggrieved employee may commence a civil action pursuant to
3 California Labor Code section 2699 to recover civil penalties in addition
4 to any other penalties to which the employee may be entitled.

5 61. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees,
6 through Plaintiff, may pursue a civil action arising under PAGA for violations of any
7 provision other than those listed in Section 2699.5 after the following requirements have been
8 met:

- 9 (a) The aggrieved employee or representative shall give written notice by
10 online filing to the LWDA and by certified mail to the employer of the
11 specific provisions of the California Labor Code alleged to have been
12 violated (other than those listed in Section 2699.5), including the facts
13 and theories to support the alleged violation.
- 14 (b) An aggrieved employee's notice filed with the LWDA pursuant to
15 2699.3(c) and any employer response to that notice shall be
16 accompanied by a filing fee of seventy-five dollars (\$75).
- 17 (c) The employer may cure the alleged violation within thirty-three (33)
18 calendar days of the postmark date of the notice. The employer shall
19 give written notice by certified mail within that period of time to the
20 aggrieved employee or representative and the agency if the alleged
21 violation is cured, including a description of actions taken, and no civil
22 action pursuant to Section 2699 may commence. If the alleged violation
23 is not cured within the 33-day period, the employee may commence a
24 civil action pursuant to Section 2699.

25 62. On June 5, 2020, Plaintiff provided written notice by online filing to the
26 LWDA and by certified mail to Defendants of the specific provisions of the California Labor
27 Code alleged to have been violated, including facts and theories to support the alleged
28 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written

1 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
2 LWDA PAGA Administrator has confirmed receipt of Plaintiff's written notice and assigned
3 Plaintiff PAGA Case Number LWDA-CM-792467-20. A true and correct copy of Plaintiff's
4 written notice to the LWDA and Defendants dated June 5, 2020, is attached hereto as "Exhibit
5 1."

6 63. As of the filing date of this complaint, over 65 days have passed since Plaintiff
7 sent the LWDA Notice described above, and the LWDA has not responded that it intends to
8 investigate Plaintiff's claims, and Defendants have not cured the violations.

9 64. Thus, Plaintiff has satisfied the administrative prerequisites under California
10 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
11 violations of California Labor Code sections 201, 202, 203, 204, 206.5, 221, 222.5, 223, 224,
12 226(a), 226.7, 246, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, and 2802.

13 65. Labor Code section 558(a) provides "[a]ny employer or other person acting on
14 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
15 provision regulating hours and days of work in any order of the Industrial Welfare
16 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
17 dollars (\$50) for each underpaid employee for each pay period for which the employee was
18 underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each
19 underpaid employee for each pay period for which the employee was underpaid" Labor
20 Code section 558(c) provides "[t]he civil penalties provided for in this section are in addition
21 to any other civil or criminal penalty provided by law." Plaintiff, acting in the public interest
22 as a private attorney general, seeks assessment and collection of civil penalties under Labor
23 Code section 558 for herself, all other non-party Aggrieved Employees, and the State of
24 California against Defendants for violations of Labor Code sections 510, 512(a), 516, 1198,
25 and the applicable IWC wage order. Plaintiff, acting in the public interest as private attorney
26 general, does not seek the recovery of unpaid wages under Labor Code section 558 from
27 Defendants for violations of Labor Code sections 510, 512(a), 516, 1198, and the applicable
28 IWC wage order.

66. Defendants, at all times relevant to this complaint, were employers or persons acting on behalf of an employer(s) who violated Plaintiff's and other non-party Aggrieved Employees' rights by violating various sections of the California Labor Code as set forth above.

67. As set forth below, Defendants have violated numerous provisions of both the Labor Code sections regulating hours and days of work as well as the applicable IWC Wage Order.

68. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a), 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for herself, all other non-party Aggrieved Employees, and the State of California against Defendants for violations of California Labor Code sections 201, 202, 203, 204, 206.5, 221, 222.5, 223, 224, 226(a), 226.7, 246, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, and 2802.

FIRST CAUSE OF ACTION

For Civil Penalties, Pursuant to California Labor Code §§ 2698, et seq.

(Against all Defendants)

69. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

70. California Labor Code §§ 2698, *et seq.* (“PAGA”) permits Plaintiff to recover civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 203, 204, 206.5, 221, 222.5, 223, 224, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1198, and 2802. Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to recover civil penalties for violations of those Labor Code sections not found in section 2699.5, including sections 246, 516, and 1182.12.

71. Defendants' conduct, as alleged herein, violates numerous sections of the California Labor Code, including, but not limited to, the following:

(a) Violation of Labor Code sections 510, 1198, and the applicable IWC

1 wage order for Defendants' failure to compensate Plaintiff and other
2 non-party Aggrieved Employees with all required overtime pay and
3 failure to properly calculate the overtime rates paid to Plaintiff and other
4 non-party Aggrieved Employees, as set forth below;

5 (b) Violation of Labor Code sections 1182.12, 1194, 1197, 1198, and the
6 applicable IWC wage order for Defendants' failure to compensate
7 Plaintiff and other non-party Aggrieved Employees with at least
8 minimum wages for all hours worked as set forth below;

9 (c) Violation of Labor Code sections 226.7, 512(a), 516, 1198, and the
10 applicable IWC wage order for Defendants' failure to provide Plaintiff
11 and other non-party Aggrieved Employees with meal periods, as set
12 forth below;

13 (d) Violation of Labor Code sections 226.7, 516, 1198, and the applicable
14 IWC wage order for Defendants' failure to authorize and permit
15 Plaintiff and other non-party Aggrieved Employees to take rest periods,
16 as set forth below;

17 (e) Violation of Labor Code sections 226(a), 1198, and the applicable IWC
18 wage order for failure to provide accurate and complete wage statements
19 to Plaintiff and other non-party Aggrieved Employees, as set forth
20 below;

21 (f) Violation of Labor Code sections 1174(d), 1198, and the applicable
22 IWC wage order for failure to maintain payroll records as set forth
23 below;

24 (g) Violation of Labor Code section 204 for failure to pay all earned wages
25 during employment as set forth below;

26 (h) Violation of Labor Code sections 201, 202, and 203 for failure to pay all
27 earned wages upon termination as set forth below;

28 (i) Violation of Labor Code section 206.5 for requiring other non-party

Aggrieved Employees to execute a release of claims as a condition to receiving wages due to them, as set forth below;

- (j) Violation of Labor Code sections 221 and 224 for unlawfully deducting a portion of wages previously paid to Plaintiff and other non-party Aggrieved Employees, as set forth below;
- (k) Violation of Labor Code section 223 for secretly paying Plaintiff and other non-party Aggrieved Employees lower wages than required by statute, while purporting to pay the proper wages, as set forth below;
- (l) Violation of Labor Code section 222.5 for failure to compensate other non-party Aggrieved Employees for mandatory physical examinations and/or drug testing as set forth below;
- (m) Violation of Labor Code section 246 for failure to provide written notice of paid sick leave available, or paid time off, as set forth below; and
- (n) Violation of Labor Code section 2802 for failure to reimburse Plaintiff and other non-party Aggrieved Employees for all business expenses necessarily incurred, as set forth below.

FAILURE TO PAY OVERTIME

VIOLATION OF LABOR CODE SECTIONS 510 AND 1198

72. Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

73. California Labor Code section 1198 and the applicable 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.

74. Specifically, the applicable IWC Wage Order provides that Defendants are and

1 were required to pay Plaintiff and other non-party Aggrieved Employees working more than
2 eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time and
3 one-half (1½) for all hours worked in excess of eight (8) hours in a day or more than forty (40)
4 hours in a workweek.

5 75. The applicable IWC Wage Order further provides that Defendants are and were
6 required to pay Plaintiff and other non-party Aggrieved Employees working more than twelve
7 (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay.
8 An employee's regular rate of pay includes all remuneration for employment paid to, or on
9 behalf of, the employee, including nondiscretionary bonuses and incentive pay.

10 76. California Labor Code section 510 codifies the right to overtime compensation
11 at one and one-half (1½) times the regular rate of pay for hours worked in excess of eight (8)
12 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the
13 seventh (7th) day of work, and to overtime compensation at twice the employee's regular rate
14 of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
15 in a day on the seventh (7th) day of work.

16 77. During the relevant time period, Defendants willfully failed to pay all overtime
17 wages owed to Plaintiff and other non-party Aggrieved Employees. During the relevant time
18 period, Plaintiff and other non-party Aggrieved Employees were not paid overtime premiums
19 for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12)
20 hours in a day, and/or in excess of forty (40) hours in a week, because all hours worked were
21 not recorded.

22 78. First, during the relevant period, Defendants had, and continue to have, a
23 company-wide policy of pressuring Plaintiff and other non-party Aggrieved Employees to
24 maintain a sales quota based on the number of cars sold, in addition to meeting other metrics,
25 such as appointment show and close ratios, response times, survey scores, and calls made and
26 emails sent to prospective customers. Toward the end of her employment, Plaintiff was
27 required to sell a minimum of eight (8) cars per pay period. This policy resulted in Plaintiff
28 and other non-party Aggrieved Employees having to remain available for customers' and

1 supervisors' requests at all times in order to meet this quota, by keeping current and potential
2 customers satisfied at all times while selling as much inventory as possible. Thus, this
3 practice and/or policy of requiring employees to meet sales quotas and juggle a heavy
4 workload resulted in Plaintiff and other non-party Aggrieved Employees performing work-
5 related tasks while off-the-clock.

6 79. Plaintiff and other non-party Aggrieved Employees were forced to work off-
7 the-clock performing tasks before and after their scheduled shifts, such as driving to
8 customers' homes to close deals, responding to communications from supervisors and
9 customers on their personal cellular phones, and traveling to and attending mandatory
10 trainings, but were not provided a means by Defendants to account for this time. For example,
11 while clocked out, Plaintiff spent approximately three (3) hours per week driving to
12 customers' homes to obtain documentation and signatures, collecting down payments from
13 customers, and assisting with picking up and delivering purchased vehicles. As a further
14 example, Plaintiff was required to respond to calls and text messages from her supervisors
15 regarding work-related matters, such as collecting payments and contacting customers for
16 signatures on purchase documentation, spending a total of 1-2 hours off-the-clock responding
17 to these communications. Furthermore, Plaintiff was responsible for responding to incoming
18 calls to Defendants' toll-free number(s), which were forwarded to her personal cellular phone,
19 and would be required to answer these calls in order to generate sales, spending an additional
20 three (3) hours per week working while clocked out.

21 80. Finally, Plaintiff and other non-party Aggrieved Employees were required to
22 attend trainings on their off-days, but were not paid for their time spent traveling to or
23 attending these mandatory training sessions. Twice per year, Plaintiff would travel to
24 Milpitas, California, and spent up to 3.5 hours traveling to and attending the training/meeting
25 with Defendants' owner. Thus, Defendants failed to track all of this time spent working
26 before clocking in or after clocking out, and Plaintiff and other non-party Aggrieved
27 Employees received no compensation for this time.

28 81. Second, Defendants, on a company-wide basis, had a practice of failing to

1 schedule meal periods, which, in conjunction with the assignment of sales quotas and heavy
2 workloads, caused Plaintiff and other non-party Aggrieved Employees to not be relieved of
3 their duties for compliant meal periods. As a result of these policies and/or practices, Plaintiff
4 and other non-party Aggrieved Employees were required to work during and/or to return early
5 from meal periods, in order to complete their assigned tasks, such as closing a deal with a
6 customer, which could take 3-4 hours at a time, or responding to phone calls from supervisors
7 or customers.

8 82. Moreover, on information and belief, because Defendants frowned upon
9 employees accruing meal period penalties, when Plaintiff and other non-party Aggrieved
10 Employees failed to clock themselves out at their designated meal period start times, they
11 were subject to Defendants altering their time records and deducting time for meal periods
12 that were not taken. Alternatively, Defendants' management falsified employee time records
13 by clocking out Plaintiff and other non-party Aggrieved Employees at designated start and end
14 times to reflect compliant meal periods, regardless of whether they had received a compliant
15 meal period or not, in order to strictly limit meal penalties that Defendants would otherwise
16 owe. Consequently, Plaintiff and other non-party Aggrieved Employees performed work
17 during meal periods for which they were not paid.

18 83. Defendants knew or should have known that, as a result of these company-wide
19 practices and/or policies, Plaintiff and other non-party Aggrieved Employees were performing
20 their assigned duties off-the-clock and during meal periods, and were suffered or permitted to
21 perform work for which they were not paid. Because Plaintiff and other non-party Aggrieved
22 Employees regularly worked shifts of eight (8) hours a day or more or forty (40) hours a week
23 or more, some of this off-the-clock work qualified for overtime premium pay. Therefore,
24 Plaintiff and other non-party Aggrieved Employees were not paid overtime wages for all of
25 the overtime hours they actually worked.

26 84. Furthermore, Defendants did not pay Plaintiff and other non-party Aggrieved
27 Employees the correct overtime rate for the recorded overtime hours that they generated. In
28 addition to an hourly wage, Defendants paid Plaintiff and other non-party Aggrieved

1 Employees commissions, incentive pay, nondiscretionary bonuses, and/or other forms of
2 remuneration. However, in violation of the California Labor Code, Defendants failed to
3 incorporate all compensation, including commissions, incentive pay, nondiscretionary
4 bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for
5 purposes of calculating the overtime wage rate. Therefore, during times when Plaintiff and
6 other non-party Aggrieved Employees worked overtime and received these other forms of
7 pay, Defendants failed to pay all overtime wages by paying a lower overtime rate than
8 required.

9 85. Specifically, Defendants paid Plaintiff and other non-party Aggrieved
10 Employees commissions, nondiscretionary bonuses, and/or incentive pay for meeting certain
11 metrics. For example, Plaintiff and other non-party Aggrieved Employees earned a 30%
12 commission on “front commissionable gross profit” and a 10% commission on “back
13 commissionable gross profit.” Additionally, Plaintiff and other non-party Aggrieved
14 Employees were eligible for other bonuses, such as a “monthly leader board bonus” and “CSI
15 bonus” (relating to customer satisfaction surveys). During pay periods that Plaintiff and other
16 non-party Aggrieved Employees were paid overtime wages, Defendants failed to incorporate
17 the commissions, nondiscretionary bonuses, and/or incentive pay into Plaintiff’s and other
18 non-party Aggrieved Employees’ regular rate of pay and, as a result, paid them at incorrect
19 and lower rates of pay for overtime hours worked. Specifically, Defendants paid Plaintiff and
20 other non-party Aggrieved Employees 1.5 times their hourly rate of pay instead of 1.5 times
21 their regular rate of pay. Defendants’ failure to properly calculate the overtime rates of pay
22 based on all remuneration paid has resulted in an underpayment of overtime wages to Plaintiff
23 and other non-party Aggrieved Employees on a company-wide basis.

24 86. Defendants’ failure to pay Plaintiff and other non-party Aggrieved Employees
25 the balance of overtime compensation as required by California law, violates the provisions of
26 California Labor Code sections 510 and 1198. Plaintiff and other non-party Aggrieved
27 Employees are entitled to recover civil penalties pursuant to Labor Code sections 558 and/or
28 2699(a), (f), and (g).

1 **FAILURE TO PAY MINIMUM WAGES**

2 **VIOLATION OF LABOR CODE SECTIONS 1182.12, 1194, 1197, AND 1198**

3 87. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, and
4 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage
5 to be paid to employees, and the payment of a wage less than the minimum so fixed is
6 unlawful. Compensable work time is defined by the applicable wage order as “the time
7 during which an employee is subject to the control of an employer, and includes all the time
8 the employee is suffered or permitted to work, whether or not required to do so.” Cal. Code.
9 Regs. tit. 8, § 11070(2)(G) (defining “Hours Worked”).

10 88. As set forth above, due to Defendants’ uniform practice of requiring Plaintiff
11 and other non-party Aggrieved Employees to meet sales quotas and juggle a heavy workload,
12 Plaintiff and other non-party Aggrieved Employees were forced to work off-the-clock
13 performing tasks before and after their scheduled shifts, such as driving to customers’ homes
14 to close deals, responding to communications from supervisors and customers on their
15 personal cellular phones, and traveling to and attending mandatory trainings, but were not
16 provided a means by Defendants to account for this time. Additionally, due to Defendants’
17 uniform practice of failing to schedule meal periods, Plaintiff and other non-party Aggrieved
18 Employees were forced to forego meal periods and/or had their meal periods interrupted by
19 work. In addition, Defendants systematically failed to pay Plaintiff and other non-party
20 Aggrieved Employees for actual hours worked during unpaid meal periods because these
21 hours were not always correctly recorded.

22 89. Further, Defendants maintained and implemented a company-wide policy of
23 requiring all employees to travel to a medical facility on their own time and using their own
24 personal vehicles to undergo mandatory drug testing and/or physical examinations. At all
25 times, Defendants were in control of scheduling the date and time for the testing and/or
26 physical examinations, selecting the provider or facility where the testing and/or physical
27 examinations were to take place, and determining the scope of the testing and/or physical
28 examinations. Defendants gave other non-party Aggrieved Employees strict instructions to

1 obtain physical examinations and/or drug testing, and other non-party Aggrieved Employees
2 underwent the examinations and/or testing for the sole benefit of Defendants. Other non-party
3 Aggrieved Employees were required to travel in their own personal vehicles or obtain
4 alternate transportation and spend time undergoing Defendants' mandatory physical
5 examinations and/or drug tests. However, Defendants did not compensate other non-party
6 Aggrieved Employees for the time they spent traveling to and undergoing the mandatory drug
7 testing and/or physical examinations.

8 90. In addition, Defendants maintained and implemented a company-wide policy of
9 requiring other non-party Aggrieved Employees to undergo fingerprint-based background
10 checks upon hiring. This required other non-party Aggrieved Employees to travel to a
11 sheriff's office or a fingerprinting service provider on their own time and using their own
12 personal vehicles, to undergo fingerprinting. However, Defendants also did not compensate
13 other non-party Aggrieved Employees for the time they spent traveling to and from the
14 sheriff's office or fingerprinting service providers, or for the time they spent undergoing their
15 fingerprinting.

16 91. Thus, Defendants did not pay minimum wages for all hours worked by Plaintiff
17 and other non-party Aggrieved Employees. To the extent that these off-the-clock hours did
18 not qualify for overtime premium payment, Defendants did not pay at least minimum wages
19 for those hours worked off-the-clock in violation of California Labor Code sections 1182.12,
20 1194, 1197, and 1198.

21 92. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
22 minimum wages violates California Labor Code sections 1182.12, 1194, 1197, and 1198.
23 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
24 penalties pursuant to Labor Code sections 2699(a), (f), and (g).

25 **FAILURE TO PROVIDE AND RECORD MEAL PERIODS**

26 **VIOLATION OF LABOR CODE SECTIONS 226.7, 512(a), 516, AND 1198**

27 93. At all relevant times herein set forth, the applicable IWC Wage Order(s) and
28 California Labor Code sections 226.7, 512(a), 516, and 1198 were applicable to Plaintiff and

1 non-party Aggrieved Employees' employment by Defendants.

2 94. At all relevant times herein set forth, California Labor Code section 512(a)
3 provides that an employer may not require, cause, or permit an employee to work for a period
4 of more than five (5) hours per day without providing the employee with a meal period of not
5 less than thirty (30) minutes, except that if the total work period per day of the employee is
6 not more than six (6) hours, the meal period may be waived by mutual consent of both the
7 employer and the employee. Under California law, first meal periods must start after no more
8 than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (Cal.
9 2012).

10 95. At all relevant times herein set forth, California Labor Code section 226.7,
11 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
12 meal period mandated by an applicable order of the IWC.

13 96. At all relevant times herein set forth, Labor Code sections 226.7, 512(a), 1198,
14 and the applicable IWC Wage Order also require employers to provide a second meal period
15 of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay
16 an employee one (1) additional hour of pay at the employee's regular rate, except that if the
17 total hours worked is no more than twelve (12) hours, the second meal period may be waived
18 by mutual consent of the employer and the employee only if the first meal period was not
19 waived.

20 97. As stated, Defendants have, and continue to have, a uniform policy and/or
21 practice of pressuring employees to meet a sales quota, among other metrics, which impeded
22 Plaintiff and other non-party Aggrieved Employees from taking all timely, uninterrupted meal
23 periods to which they were entitled. Additionally, Defendants, on a company-wide basis, had
24 a practice of failing to schedule meal periods, which, in conjunction with the assignment of
25 sales quotas and heavy workloads, further caused Plaintiff and other non-party Aggrieved
26 Employees to not be relieved of their duties for compliant meal periods. As a result, Plaintiff
27 and other non-party Aggrieved Employees were forced to forego meal periods and/or have
28 their meal periods interrupted by work or delayed by work, and were not relieved of all duties

1 for unpaid meal periods, in order to attend to their assigned tasks, such as closing a deal with a
2 customer or responding to phone calls from supervisors or customers. Plaintiff and other non-
3 party Aggrieved Employees had to remain available to respond to requests from current or
4 potential customers or to assist supervisors with sales, including during their meal periods.

5 98. Additionally, as stated, because Defendants frowned upon employees accruing
6 meal period penalties, upon information and belief, Defendants' management would adjust
7 Plaintiff's and other non-party Aggrieved Employees' time records and/or pressured
8 employees to clock out for meal periods to reflect compliant meal periods, regardless of
9 whether they had received a compliant meal period or not, in order to strictly limit meal
10 penalties that would need to be paid by Defendants.

11 99. As a result of Defendants' practices and/or policies, Plaintiff and other non-
12 party Aggrieved Employees were forced to work in excess of five (5) hours before taking a
13 meal period and, at times, had their meal periods interrupted, and/or had to forgo their meal
14 periods altogether. For example, once or twice weekly, Plaintiff waited more than seven (7)
15 hours into her shift to take a meal period in order to assist a customer with a sale, which could
16 take 3-4 hours at a time, and three (3) times per week, would miss her meal periods entirely
17 because she was busy test driving vehicles, assisting customers with sales, or calling
18 prospective customers to encourage sales. As a further example, when Plaintiff was able to
19 take meal periods, she would have her meal periods interrupted by supervisors asking for
20 assistance with conducting a sale or to address work-related issues.

21 100. Moreover, Defendants did not provide Plaintiff and other non-party Aggrieved
22 Employees with second 30-minute meal periods on days that they worked in excess of ten (10)
23 hours in one day. During her employment, Plaintiff worked shifts in excess of ten (10) hours
24 or more hours per day, but was not provided an uninterrupted second 30-minute meal period.
25 Plaintiff and other non-party Aggrieved Employees did not sign valid meal period waivers on
26 days that they were entitled to meal periods and were not relieved of all duties.

27 101. Defendants knew or should have known that as a result of their company-wide
28 policies and/or practices, that Plaintiff and other non-party Aggrieved Employees were not

1 actually relieved of all duties to take timely, uninterrupted meal periods. Defendants further
2 knew or should have known that they did not pay Plaintiff and other non-party Aggrieved
3 Employees meal period premium wages when meal periods were missed, late, short, and/or
4 interrupted because Defendants engaged in a practice of altering employee time records to
5 reflect compliant meal periods, even if none were taken.

6 102. Defendants also have engaged in a company-wide practice and/or policy of not
7 paying meal period premiums owed when compliant meal periods are not provided. Because
8 of this practice and/or policy, Plaintiff and other non-party Aggrieved Employees have not
9 received premium pay for missed, interrupted, or late meal periods. Alternatively, to the
10 extent that Defendants did pay meal period premium wages to Plaintiff and other non-party
11 Aggrieved Employees, they did so at the incorrect rates. Because Defendants did not properly
12 calculate Plaintiff's and other non-party Aggrieved Employees' regular rates of pay by
13 including all remunerations, such as commissions, incentive pay, and/or nondiscretionary
14 bonuses, any premiums paid for meal period violations were also paid at an incorrect rate and
15 resulted in an underpayment of meal period premium wages.

16 103. Thus, Defendants failed to provide Plaintiff and other non-party Aggrieved
17 Employees compliant meal periods and failed to pay the full meal period premiums due.
18 Defendants' conduct violates the applicable IWC Wage Order, and California Labor Code
19 sections 226.7, 512(a), 516, and 1198. Plaintiff and other non-party Aggrieved Employees are
20 entitled to recover civil penalties pursuant to Labor Code sections 558 and/or 2699(a), (f), and
21 (g).

22 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**

23 **VIOLATION OF LABOR CODE SECTIONS 226.7, 516, AND 1198**

24 104. At all relevant times herein set forth, the applicable IWC Wage Order and
25 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff and other
26 non-party Aggrieved Employees' employment by Defendants.

27 105. At all relevant times, the applicable IWC Wage Order provides that "[e]very
28 employer shall authorize and permit all employees to take rest periods, which insofar as

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

5 106. At all relevant times, California Labor Code section 226.7 provides that no
6 employer shall require an employee to work during any rest period mandated by an applicable
7 order of the California IWC. To comply with its obligation to authorize and permit rest
8 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
9 employer must “relinquish any control over how employees spend their break time, and
10 relieve their employees of all duties—including the obligation that an employee remain on
11 call. A rest period, in short, must be a period of rest.” *Augustus v. ABM Security Services,*
12 *Inc.*, 2 Cal. 5th 257, 269-270 (2016).

13 107. Pursuant to the applicable IWC Wage Order and California Labor Code section
14 226.7, Plaintiff and other non-party Aggrieved Employees are entitled to recover from
15 Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a
16 required rest period was not authorized and permitted.

17 108. During the relevant time period, Defendants regularly failed to authorize and
18 permit Plaintiff and other non-party Aggrieved Employees to take a ten (10) minute rest
19 period per each four (4) hour period worked or major fraction thereof. As with meal periods,
20 Defendants’ company-wide policies and practices, including the assignment of sales quotas
21 and heavy workloads, prevented Plaintiff and other non-party Aggrieved Employees from
22 being relieved of all duty to take compliant rest periods. Defendants also failed to schedule
23 rest periods, which further led to Plaintiff and other non-party Aggrieved Employees not being
24 authorized and permitted to take rest periods. Furthermore, upon information and belief,
25 during the relevant time period, Defendants maintained and implemented a company-wide on-
26 premises rest period policy, which mandated that other non-party Aggrieved Employees
27 remain on the work premises during their rest periods. Upon information and belief,
28 Defendants’ company-wide on-premises rest period policy prevented other non-party

1 Aggrieved Employees from being relieved of all duties for rest periods and caused them to
2 perform work during rest periods.

3 109. As a result of Defendants' practices and policies, Plaintiff and other non-party
4 Aggrieved Employees would work shifts in excess of 3.5 hours, in excess of 6 hours, and/or in
5 excess of 10 hours without receiving all ten (10) minute rest periods to which they were
6 entitled. For example, throughout her employment, Plaintiff often missed her rest periods due
7 to Defendants' assignment of sales quotas and a heavy workload.

8 110. Defendants also have engaged in a company-wide practice and/or policy of not
9 paying all rest period premiums owed when compliant rest periods are not authorized or
10 permitted. Because of this practice and/or policy, Plaintiff and other non-party Aggrieved
11 Employees have not received premium pay for all missed rest periods. Alternatively, to the
12 extent that Defendants did pay rest period premium wages to Plaintiff and other non-party
13 Aggrieved Employees, they did so at the incorrect rates. Because Defendants did not properly
14 calculate Plaintiff's and other non-party Aggrieved Employees' regular rates of pay by
15 including all remunerations, such as commissions, incentive pay, and/or nondiscretionary
16 bonuses, any premiums paid for rest period violations were also paid at an incorrect rate and
17 resulted in an underpayment of rest period premium wages.

18 111. Defendants' conduct violates the applicable IWC Wage Order and California
19 Labor Code sections 226.7, 516, and 1198. Plaintiff and other non-party Aggrieved
20 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
21 558 and/or 2699(a), (f), and (g).

22 **FAILURE TO PROVIDE AND MAINTAIN COMPLIANT WAGE STATEMENTS**
23 **VIOLATION OF LABOR CODE SECTIONS 226(a), 1174(d), AND 1198**

24 112. At all relevant times herein, California Labor Code section 226(a) provides that
25 every employer shall furnish each of his or her employees an accurate and complete itemized
26 wage statement in writing, including, but not limited to, the name and address of the legal
27 entity that is the employer, the inclusive dates of the pay period, total hours worked, and all
28 applicable rates of pay.

1 113. During the relevant time period, Defendants have knowingly and intentionally
2 provided Plaintiff and other non-party Aggrieved Employees with uniform, incomplete, and
3 inaccurate wage statements. For example, Defendants issued uniform wage statements to
4 Plaintiff and other non-party Aggrieved Employees that fail to correctly list: gross wages
5 earned; total hours worked; net wages earned; and all applicable hourly rates in effect during
6 the pay period, including overtime rates of pay, and the corresponding number of hours
7 worked at each hourly rate. Specifically, Defendants violated sections 226(a)(1), 226(a)(2),
8 226(a)(5), and 226(a)(9).

9 114. Because Defendants did not record the time Plaintiff and other non-party
10 Aggrieved Employees spent working off-the-clock and deducted time from their records for
11 meal periods that were interrupted and/or missed (and therefore time for which they should
12 have been paid), Defendants did not list the correct amount of gross wages and net wages
13 earned by Plaintiff and other non-party Aggrieved Employees in compliance with section
14 226(a)(1) and 226(a)(5). For the same reason, Defendants failed to accurately list the total
15 number of hours worked by Plaintiff and other non-party Aggrieved Employees in violation of
16 section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay
17 period and corresponding accurate number of work hours worked at each hourly rate in
18 violation of section 226(a)(9).

19 115. Further, because Defendants did not calculate Plaintiff's and other non-party
20 Aggrieved Employees' regular rate of pay correctly for purposes of paying overtime wages,
21 Defendants did not list the correct amount of gross wages earned by Plaintiff and other non-
22 party Aggrieved Employees in compliance with section 226(a)(1) and did not list the correct
23 amount of net wages earned by Plaintiff and other non-party Aggrieved Employees in
24 violation of section 226(a)(5). Defendants also failed to correctly list all applicable hourly
25 rates in effect during the pay period, namely, correct overtime rates of pay and correct rates of
26 pay for premium wages, in violation of section 226(a)(9).

27 116. The wage statement deficiencies also include, without limitation, failing to list
28 the number of piece-rate units earned and any applicable piece rate if the employee is paid on

1 a piece-rate basis; failing to list all deductions; failing to list the name of the employee and
2 only the last four digits of his or her social security number or an employee identification
3 number other than a social security number; failing to list the name and address of the legal
4 entity that is the employer; failing to list the inclusive dates of the period for which aggrieved
5 employees were paid; and/or failing to state all hours worked as a result of not recording or
6 stating hours worked off-the-clock.

7 117. California Labor Code section 1198 provides that the maximum hours of work
8 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
9 set forth in the applicable IWC Wage Orders. Section 1198 further provides that “[t]he
10 employment of any employees for longer hours than those fixed by the order or under
11 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
12 Wage Order, employers are required to keep accurate time records showing when the
13 employee begins and ends each work period and meal period. During the relevant time
14 period, Defendants failed, on a company-wide basis, to keep accurate records of work period
15 and meal period start and stop times for Plaintiff and other non-party Aggrieved Employees,
16 in violation of section 1198. As stated, Defendants engaged in a company-wide practice
17 and/or policy of falsifying Plaintiff’s and other non-party Aggrieved Employees’ time records
18 by deducting meal periods or recording that compliant meal periods were taken regardless of
19 if or when meal periods were actually taken, and thereby failed to keep accurate records of
20 meal start and end times for Plaintiff and other non-party Aggrieved Employees.
21 Furthermore, in light of Defendants’ failure to provide Plaintiff and other non-party Aggrieved
22 Employees with second 30-minute meal periods to which they were entitled, Defendants kept
23 no records of meal start and end times for second meal periods.

24 118. California Labor Code section 1174(d) provides that “[e]very person employing
25 labor in this state shall ... [k]eep a record showing the names and addresses of all employees
26 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
27 plants or establishments at which employees are employed, payroll records showing the hours
28 worked daily by and the wages paid to, and the number of piece-rate units earned by and any

1 applicable piece rate paid to, employees employed at the respective plants or
2 establishments...” At all relevant times, and in violation of Labor Code section 1174(d),
3 Defendants willfully failed to maintain accurate payroll records for Plaintiff and other non-
4 party Aggrieved Employees showing the daily hours they worked and the wages paid thereto
5 as a result of failing to record the off-the-clock hours that they worked.

6 119. Because Defendants’ violations of 226(a) and 1174(d) were committed against
7 Plaintiff and other non-party Aggrieved Employees, Plaintiff and other non-party Aggrieved
8 Employees are entitled to recover civil penalties pursuant to Labor Code sections 226.3,
9 1174.5, and/or 2699(a), (f), and (g).

10 **FAILURE TO PAY WAGES DURING EMPLOYMENT**

11 **VIOLATION OF LABOR CODE SECTION 204**

12 120. At all relevant times herein set forth, California Labor Code section 204
13 requires that all wages earned by any person in any employment between the 1st and the 15th
14 days, inclusive, of any calendar month, other than those wages due upon termination of an
15 employee, are due and payable between the 16th and the 26th day of the month during which
16 the labor was performed. Labor Code section 204 further provides that all wages earned by
17 any person in any employment between the 16th and the last day, inclusive, of any calendar
18 month, other than those wages due upon termination of an employee, are due and payable
19 between the 1st and the 10th day of the following month.

20 121. At all relevant times herein, California Labor Code section 204 also requires
21 that all wages earned for labor in excess of the normal work period shall be paid no later than
22 the payday for the next regular payroll period. Alternatively, at all relevant times herein,
23 Labor Code section 204 provides that the requirements of this section are deemed satisfied by
24 the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not
25 more than seven (7) calendar days following the close of the payroll period.

26 122. During the relevant time period, Defendants willfully failed to pay Plaintiff and
27 other non-party Aggrieved Employees all wages due to them within any time period specified
28 by California Labor Code section 204 including, but not limited to, overtime wages, minimum

1 wages, and/or meal and rest period premium wages.

2 123. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
3 recover civil penalties pursuant to Labor Code sections 210 and/or 2699(a), (f), and (g).

4 **FAILURE TO PAY WAGES UPON TERMINATION**

5 **VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203**

6 124. At all times relevant herein set forth, Labor Code sections 201 and 202 provide
7 that if an employer discharges an employee, the wages earned and unpaid at the time of
8 discharge are due and payable immediately, and that if an employee voluntarily leaves his or
9 her employment, his or her wages shall become due and payable not later than seventy-two
10 (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of
11 his or her intention to quit, in which case the employee is entitled to his or her wages at the
12 time of quitting.

13 125. Defendants willfully failed to pay Plaintiff and other non-party Aggrieved
14 Employees who are no longer employed by Defendants the earned and unpaid wages set forth
15 above, including but not limited to, overtime wages, minimum wages, and/or meal and rest
16 period premium wages, either at the time of discharge, or within seventy-two (72) hours of
17 their leaving Defendants' employ.

18 126. Defendants' failure to pay Plaintiff and those non-party Aggrieved Employees
19 who are no longer employed by Defendants their wages earned and unpaid at the time of
20 discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates
21 Labor Code sections 201 and 202. Plaintiff and other non-party Aggrieved Employees are
22 therefore entitled to recover civil penalties pursuant to Labor Code sections 256 and/or
23 2699(a), (f), and (g).

24 **UNLAWFUL REQUIREMENT FOR RELEASE OF CLAIMS AS A CONDITION TO**
25 **RECEIVING WAGES**

26 **VIOLATION OF LABOR CODE SECTION 206.5**

27 127. California Labor Code section 206.5 prohibits employers from requiring
28 employees to execute releases of a claim or right "on account of wages due, or to become due,

1 or made as an advance on wages to be earned, unless payment of those wages has been made.
2 A release required or executed in violation of the provisions of this section shall be null and
3 void as between the employer and the employee.”

4 128. During the relevant time period, Defendants required other non-party
5 Aggrieved Employees to release their claims for unpaid wages as a condition to receiving
6 their paychecks. For example, on information and belief, on information and belief,
7 Defendants required other non-party Aggrieved Employees to sign verifications that they
8 agreed that “[they] have received all compensation and benefits owed to [them] to date from
9 [their] employment, including all final wages and that no additional compensation or benefits
10 are due.” Defendants compelled other non-party Aggrieved Employees to sign this false
11 verification when they, in fact, had not received all earned and unpaid wages, including
12 overtime wages, minimum wages, and/or meal and rest period premium wages.

13 129. Defendants’ policy and practice of requiring other non-party Aggrieved
14 Employees to release their claims for unpaid wages as a condition to receiving their wages is
15 in violation of California Labor Code section 206.5. Other non-party Aggrieved Employees
16 are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f),
17 and (g).

18 **COLLECTING OR RECEIVING WAGES ALREADY PAID**
19 **VIOLATION OF LABOR CODE SECTION 221 AND 224**

20 130. At all times relevant herein, California Labor Code section 221 provides that it
21 shall be unlawful for any employer to collect or receive from an employee any part of wages
22 theretofore paid by said employer to said employee. California Labor Code section 224 also
23 provides in pertinent part that it is lawful to withhold a portion of the employee’s wages if “a
24 deduction is expressly authorized in writing by the employee.”

25 131. During the relevant time period, Defendants unlawfully deducted a portion of
26 wages previously paid to Plaintiff and other non-party Aggrieved Employees in violation of
27 California Labor Code section 221. On information and belief, Defendants systematically,
28 and a company-wide basis, deducted wages from Plaintiff’s and other non-party Aggrieved

1 Employees' paychecks on a weekly basis for various programs, such as a "Pot of Gold" bonus
2 plan for employees (\$25.00 for each car that the dealership sold or leased as a retail sale
3 during a qualifying week) and donations to Defendants' HOPE Foundation (\$25.00 for each
4 sale of a vehicle to which employees were entitled commission was presumably donated to
5 this charitable effort). Pursuant to Defendants' employee programs, Defendants deducted
6 \$25.00 or more per pay period for every vehicle sold or leased from Plaintiff's and other non-
7 party Aggrieved Employees' paychecks, which constituted a deduction in their wages. On
8 information and belief, Defendants' programs were compulsory and mandatory. Plaintiff and
9 other non-party Aggrieved Employees did not expressly consent to and authorize the
10 deductions because they were not given the option to participate in the programs. Thus,
11 Defendants' policy of deducting these payments from Plaintiff's and other non-party
12 Aggrieved Employees' wages constitutes an unlawful deduction of wages in violation of
13 California Labor Code sections 221 and 224.

14 132. Defendants' conduct as alleged herein violates California Labor Code sections
15 221 and 224. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
16 recover civil penalties pursuant to Labor Code sections 225.5 and/or 2699(a), (f), and (g).

17 **SECRET PAYMENT OF A LOWER WAGE**

18 **VIOLATION OF LABOR CODE SECTION 223**

19 133. At all times, California Labor Code section 223 makes it unlawful for an
20 employer to secretly pay wages lower than required by statute while purporting to pay legal
21 wages.

22 134. During the relevant time period, as stated, Defendants implemented a policy of
23 deducting \$25.00 fees (*see supra*) from employees' wages, which, on information and belief,
24 resulted in the payment of less than statutorily required wages to Plaintiff and other non-party
25 Aggrieved Employees. In doing so, Defendants acted with the intent to deprive Plaintiff and
26 other non-party Aggrieved Employees of statutory wages, including, but not limited to,
27 overtime and minimum wages, to which they were entitled to under California law. Thus,
28 Defendants paid Plaintiff and other non-party Aggrieved Employees lower wages than those

1 they were entitled to while purporting that Plaintiff and other non-party Aggrieved Employees
2 were properly paid.

3 135. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
4 the correct designated wage, while purporting to pay legal wages, is a violation of California
5 Labor Code section 223. Plaintiff and other non-party Aggrieved Employees are therefore
6 entitled to recover civil penalties pursuant to sections 225.5 and/or 2699(a), (f), and (g).

7 **FAILURE TO PAY COSTS OF MEDICAL OR PHYSICAL EXAMINATION**
8 **VIOLATION OF LABOR CODE SECTION 222.5**

9 136. At all relevant times herein, California Labor Code section 222.5 requires
10 employers to pay for the costs an employee incurs for obtaining any required medical or
11 physical examination.

12 137. During the relevant time period, Defendants implemented, on a company-wide
13 basis, an employer-imposed requirement that other non-party Aggrieved Employees undergo
14 mandatory drug tests and/or physical examinations, but required them to do so at their own
15 expense. As stated, Defendants had a company-wide policy requiring that other non-party
16 Aggrieved Employees travel to a specified medical facility on their own time and use their
17 own means of transportation to undergo drug testing and/or physical examinations. At all
18 times, Defendants were in control of scheduling the date and time for the drug testing and/or
19 physical examinations, selecting the provider/facility where the drug testing and/or physical
20 examinations were to take place, and determining the scope of the drug test and/or physical
21 examinations.

22 138. However, Defendants did not compensate other non-party Aggrieved
23 Employees for the time they spent traveling to and from their drug tests and/or physical
24 examinations, or for the time they spent undergoing the testing and/or examinations, or
25 reimburse them for the travel expenses they incurred getting to and from the medical facilities.
26 Defendants' policy and/or practice of not paying for all costs other non-party Aggrieved
27 Employees incurred obtaining mandatory drug tests and/or physical examinations tests is in
28 violation of California Labor Code section 222.5.

1 139. Other non-party Aggrieved Employees are therefore entitled to recover civil
2 penalties pursuant to Labor Code sections 2699(a), (f), and (g).

3 **FAILURE TO PROVIDE WRITTEN NOTICE OF PAID SICK LEAVE BENEFITS**

4 **VIOLATION OF LABOR CODE SECTION 246**

5 140. California's Healthy Workplaces, Healthy Families Act of 2014 was enacted to
6 provide employees who have worked in California for 30 or more days from the
7 commencement of employment with paid sick days, to be accrued at least one hour for every
8 30 hours worked. Pursuant to California Labor Code section 246(b)(4), employers must
9 provide no less than 24 hours or three (3) days of paid sick leave (or equivalent paid leave or
10 paid time off) in each year of the employee's employment. Codified at California Labor Code
11 sections 245.5, 246, 246.5, 247, 247.5, 248.5, and 249, section 246(i) provides that an
12 employer must provide an employee with written notice that sets forth the amount of paid sick
13 leave available, or paid time off that an employer provides in lieu of sick leave, for use on
14 either the employee's itemized wage statement or in a separate written statement provided on
15 the designated pay date with the employee's wages. The penalties described in this article for
16 a violation of this subdivision shall be in lieu of the penalties for a violation of Section 226.

17 141. During the relevant time period, Defendants failed, on a company-wide basis, to
18 provide Plaintiff and other non-party Aggrieved Employees written notice on wage statements
19 and/or other separate written statements that listed the requisite information set forth in Labor
20 Code section 246(i). Defendants' ongoing and systematic failure to provide written notice of
21 sick leave benefits to Plaintiff and other non-party Aggrieved Employees violates California
22 Labor Code section 246(i).

23 142. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
24 recover civil penalties pursuant to Labor Code sections 248.5 and/or 2699(a), (f), and (g).

25 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

26 **VIOLATION OF LABOR CODE SECTION 2802**

27 143. At all times herein set forth, California Labor Code section 2802 provides that
28 an employer must reimburse employees for all necessary expenditures and losses incurred by

1 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
2 to prevent employers from passing off their cost of doing business and operating expenses on
3 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
4 (2014). The applicable wage order, IWC Wage Order 7-2001, provides that: "[w]hen the
5 employer requires the use of tools or equipment or they are necessary to the performance of a
6 job, such tools and equipment shall be provided and maintained by the employer, except that
7 an employee whose wages are at least two (2) times the minimum wage may provide and
8 maintain hand tools and equipment customarily required by the particular trade or craft."

9 144. First, during the relevant time period, Defendants had a company-wide policy
10 of requiring Plaintiff and other non-party Aggrieved Employees to utilize their own personal
11 cellular phones and cellular data to carry out their job duties, but Defendants failed to fully
12 reimburse them for the costs of their work-related cellular phone expenses. For example,
13 Plaintiff and other non-party Aggrieved Employees were required to use their personal
14 cellular phones to complete their work-related tasks, such as communicating with supervisors
15 and customers or clients. Although Defendants required Plaintiff and other non-party
16 Aggrieved Employees to utilize their personal cellular phones to carry out their work-related
17 responsibilities, Defendants failed to fully reimburse them for this cost.

18 145. Second, Defendants, on a company-wide basis, required Plaintiff and other
19 non-party Aggrieved Employees to utilize their own personal vehicles to carry out company
20 business, but failed to reimburse them for all costs of travel, including mileage. As stated,
21 Plaintiff and other non-party Aggrieved Employees were required to use their own vehicles to
22 drive to customers' homes to obtain documentation and signatures, collect down payments,
23 and assist with picking up and delivering cars, but were not reimbursed for their travel
24 expenses or mileage. Plaintiff estimates she drove 150 miles per month to and from San
25 Francisco, Concord, etc. delivering vehicles to customers and collecting documentation and
26 down payments. Additionally, Plaintiff and other non-party Aggrieved Employees were
27 required to attend meetings or trainings, but were not paid for their mileage to and from these
28 mandatory training sessions. Twice per year, Plaintiff would travel to Milpitas, California,

1 and spent up to 1-1.5 hours traveling to and from these meetings with Defendants' owner.

2 146. Moreover, as stated, Defendants had a company-wide policy of requiring other
3 non-party Aggrieved Employees to travel in their own personal vehicles to medical facilities
4 to undergo mandatory drug testing and/or physical examinations and to fingerprinting service
5 providers to undergo fingerprint-based background checks, but did not reimburse them for
6 their travel expenses. At all times, Defendants were control of scheduling the date and time
7 for the testing and/or physical examinations, selecting the provider or facility where the
8 testing and/or physical examinations were to take place, and determining the scope of the
9 testing and/or physical examinations. Defendants gave other non-party Aggrieved Employees
10 strict instructions to obtain drug testing and/or physical examinations, and other non-party
11 Aggrieved Employees underwent the examinations and/or testing for the sole benefit of
12 Defendants.

13 147. Also, other non-party Aggrieved Employees drove their personal vehicles to the
14 sheriff's office and/or other fingerprinting service providers to undergo fingerprinting, but
15 were not reimbursed for their mileage to and from these facilities. Although Defendants
16 required other non-party Aggrieved Employees to use their own vehicles or obtain alternate
17 transportation to undergo fingerprinting, physical examinations, and/or drug testing,
18 Defendants never reimbursed them for their travel expenses.

19 148. Third, Defendants, on a company-wide basis, required Plaintiff and other non-
20 party Aggrieved Employees to purchase basic office supplies that were necessary for
21 completion of assigned tasks. For example, Plaintiff was required to buy pens, sticky notes,
22 tape, and whiteout for the dealership; throughout her employment, she estimates spending
23 approximately \$40.00 per month on these expenses. Defendants failed to provide basic
24 supplies to Plaintiff and other non-party Aggrieved Employees, forcing them to procure their
25 own, and failed to reimburse Plaintiff and other non-party Aggrieved Employees for the costs
26 of these supplies.

27 149. Defendants could have provided Plaintiff and other non-party Aggrieved
28 Employees with the actual tools for use on the job, such as company phones and company

1 vehicles, as well as office supplies. Or, Defendants could have reimbursed employees for
2 their cellular phone, mileage, travel, and office supply expenses. Instead, Defendants passed
3 these operating costs off onto Plaintiff and other non-party Aggrieved Employees. At all
4 relevant times, Plaintiff and other non-party Aggrieved Employees did not earn at least two
5 (2) times the minimum wage.

6 150. Defendants' company-wide policy and/or practice of passing on their operating
7 costs to Plaintiff and other non-party Aggrieved Employees violates California Labor Code
8 section 2802. Defendants have intentionally and willfully failed to reimburse Plaintiff and
9 other non-party Aggrieved Employees for necessary business-related expenses and costs.

10 151. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
11 recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

12 **REQUEST FOR JURY TRIAL**

13 Plaintiff requests a trial by jury.

14 **PRAYER FOR RELIEF**

15 Plaintiff, on behalf of all other non-party Aggrieved Employees, prays for relief and
16 judgment against Defendants, jointly and severally, as follows:

17 1. For civil penalties and attorneys' fees in excess of twenty-five thousand dollars
18 (\$25,000). Plaintiff reserves the right to amend her prayer for relief to seek a different amount.

19 **As to the First Cause of Action**

20 2. That the Court declare, adjudge and decree that Defendants violated the
21 following California Labor Code provisions as to Plaintiff and/or other non-party Aggrieved
22 Employees: 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197,
23 and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512, 516,
24 and 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize
25 and permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage
26 statements and maintain accurate payroll records); 201, 202, and 203 (by failing timely to pay
27 all earned wages upon termination); 204 (by failing timely to pay all earned wages during
28 employment); 206.5 (by requiring employees to execute a release of claims for wages due);

221 and 224 (by collecting and/or receiving wages already paid); 223 (by secretly paying wages lower than required by statute); 222.5 (by failing to pay the costs of mandatory drug testing and/or physical examinations); 246 (by failing to provide written notice of paid sick leave or paid time off available); and 2802 (by failing to reimburse business expenses).

3. For civil penalties, pursuant to California Labor Code sections 210, 225.5, 226.3, 248.5, 256, 558, 1174.5, 2699(a), (f), and (g), for violations of California Labor Code sections 201, 202, 203, 204, 206.5, 221, 222.5, 223, 224, 226(a), 226.7, 246, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, and 2802;

4. For attorneys' fees and costs pursuant to California Labor Code section 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California Labor Code sections 201, 202, 203, 204, 206.5, 221, 222.5, 223, 224, 226(a), 226.7, 246, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, and 2802;

5. For pre-judgment and post-judgment interest as provided by law; and

6. For such other and further relief as the Court may deem equitable and appropriate.

Dated: August 10, 2020

Respectfully submitted,

Capstone Law APC

By: 

Bevin Allen Pike
Orlando Villalba
Joseph Hakakian

Attorneys for Plaintiff Celia Arreola

EXHIBIT “1”



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June 5, 2020

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.tfaforms.net/266>)

Subject: *Celia Arreola v. Premier Nissan of San Jose, LLC, et al.*

Dear PAGA Administrator:

This office represents Celia Arreola in connection with her claims under the California Labor Code. Ms. Arreola was an employee of PREMIER NISSAN OF SAN JOSE, LLC; PREMIER AUTOMOTIVE C OF CARLSBAD LLC; PREMIER AUTOMOTIVE CJDR OF BUENA PARK, LLC; PREMIER AUTOMOTIVE HCDJ OF CALIFORNIA, LLC; PREMIER AUTOMOTIVE IMPORTS OF CA, LLC; PREMIER AUTOMOTIVE K OF CARLSBAD LLC; PREMIER AUTOMOTIVE MANAGEMENT, L.L.C.; PREMIER AUTOMOTIVE OF BUENA PARK, LLC; PREMIER AUTOMOTIVE OF CA, LLC; PREMIER AUTOMOTIVE OF CLAREMONT, LLC; PREMIER AUTOMOTIVE OF NEWARK, LLC; PREMIER AUTOMOTIVE OF OAKLAND PAH, LLC; PREMIER AUTOMOTIVE OF PLACENTIA, LLC; PREMIER AUTOMOTIVE OF SEASIDE, LLC; PREMIER AUTOMOTIVE OF STEVENS CREEK, LLC; and/or PREMIER AUTOMOTIVE OF WEST COVINA, LLC. For the purpose of this letter, Ms. Arreola collectively refers to these entities as "PNSJ."

The employers may be contacted directly at the addresses below:

PREMIER NISSAN OF SAN JOSE, LLC
1120 W CAPITOL EXPY
SAN JOSE CA 95136

PREMIER AUTOMOTIVE C OF CARLSBAD
LLC
350 TENTH AVE, SUITE 1000
SAN DIEGO CA 92101

PREMIER AUTOMOTIVE CJDR OF BUENA
PARK, LLC
350 TENTH AVE, SUITE 1000
SAN DIEGO CA 92101

PREMIER AUTOMOTIVE HCDJ OF
CALIFORNIA, LLC
3460 NAGLEE ROAD
TRACY CA 95304

PREMIER AUTOMOTIVE IMPORTS OF CA,
LLC
5701 CUSHING PKWY
FREMONT CA 94538

PREMIER AUTOMOTIVE K OF CARLSBAD
LLC
350 TENTH AVE, SUITE 1000
SAN DIEGO CA 92101

PREMIER AUTOMOTIVE MANAGEMENT,
L.L.C.
13040 I-10 SERVICE ROAD
NEW ORLEANS, LA 70128

PREMIER AUTOMOTIVE OF BUENA PARK,
LLC
6195 AUTO CENTER DRIVE
BUENA PARK CA 90621

PREMIER AUTOMOTIVE OF CA, LLC
13631 POWAY ROAD
POWAY CA 92064

PREMIER AUTOMOTIVE OF CLAREMONT,
LLC
350 TENTH AVE, SUITE 1000
SAN DIEGO CA 92101

PREMIER AUTOMOTIVE OF NEWARK, LLC
350 TENTH AVE, SUITE 1000
SAN DIEGO CA 92101

PREMIER AUTOMOTIVE OF OAKLAND
PAH, LLC
350 TENTH AVE, SUITE 1000
SAN DIEGO CA 92101

PREMIER AUTOMOTIVE OF PLACENTIA,
LLC
7301 ARTESIA BLVD
BUENA PARK CA 90621

PREMIER AUTOMOTIVE OF SEASIDE, LLC
4 HEITZINGER PLAZA
SEASIDE CA 93955

PREMIER AUTOMOTIVE OF SEASIDE, LLC
13040 I-10 SERVICE ROAD
NEW ORLEANS LA 70128

PREMIER AUTOMOTIVE OF STEVENS
CREEK, LLC
350 TENTH AVE, SUITE 1000
SAN DIEGO CA 92101

PREMIER AUTOMOTIVE OF WEST COVINA,
LLC
350 TENTH AVE, SUITE 1000
SAN DIEGO CA 92101

Ms. Arreola intends to seek civil penalties, attorney's fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Ms. Arreola seeks relief on behalf of herself, the State of California, and other persons who are or were employed by PNSJ in California as a non-exempt, hourly paid employee and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

PNSJ employed Ms. Arreola as a non-exempt, hourly paid Internet Salesperson/Sales Manager from approximately April 2011 to 2016, and then as a Salesperson/Sales Development Associate until October 2019. Ms. Arreola worked for PNSJ at its dealership located at 1120 West Capitol Expressway, San Jose, California 95136. She typically worked eight (8) hours or more per day, five (5) to six (6) days per week. At the time her employment ended, Ms. Arreola was compensated approximately \$15.00 per hour, plus commissions and bonuses. Her job duties included assisting and finalizing car sales, responding to sales phone calls, completing sales documentation, and delivering vehicles to customers.

PNSJ has committed one or more of the following Labor Code violations against Ms. Arreola, the facts and theories of which follow, making her an “aggrieved employee” pursuant to California Labor Code section 2699(c):¹

PNSJ’s Company-Wide and Uniform Payroll and HR Practices

PNSJ is a privately held car dealership group serving customers in California, Kansas, Louisiana, Texas, and Missouri. PREMIER NISSAN OF SAN JOSE, LLC; PREMIER AUTOMOTIVE C OF CARLSBAD LLC; PREMIER AUTOMOTIVE CJDR OF BUENA PARK, LLC; PREMIER AUTOMOTIVE HCDJ OF CALIFORNIA, LLC; PREMIER AUTOMOTIVE IMPORTS OF CA, LLC; PREMIER AUTOMOTIVE K OF CARLSBAD LLC; PREMIER AUTOMOTIVE OF BUENA PARK, LLC; PREMIER AUTOMOTIVE OF CA, LLC; PREMIER AUTOMOTIVE OF CLAREMONT, LLC; PREMIER AUTOMOTIVE OF NEWARK, LLC; PREMIER AUTOMOTIVE OF OAKLAND PAH, LLC; PREMIER AUTOMOTIVE OF PLACENTIA, LLC; PREMIER AUTOMOTIVE OF SEASIDE, LLC; PREMIER AUTOMOTIVE OF STEVENS CREEK, LLC; and PREMIER AUTOMOTIVE OF WEST COVINA, LLC are California limited liability companies, while PREMIER AUTOMOTIVE MANAGEMENT, L.L.C. is a Louisiana limited liability company. There are approximately nine (9) PNSJ dealerships located in California. Upon information and belief, PNSJ maintains a single, centralized Human Resources (HR) department at its corporate headquarters in New Orleans, Louisiana, for all non-exempt, hourly paid employees working for PNSJ in California, including Ms. Arreola and other aggrieved employees. At all relevant times, PNSJ issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Arreola and other aggrieved employees, regardless of their location or position.

Upon information and belief, PNSJ maintains a centralized Payroll department at its corporate headquarters in New Orleans, Louisiana, which processes payroll for all non-exempt, hourly paid employees working for PNSJ in California, including Ms. Arreola and other aggrieved employees. Further, PNSJ issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Ms. Arreola and other aggrieved employees, irrespective of their location, position, or manner in which each employee’s employment ended. In other words, PNSJ utilized the same methods and formulas when calculating wages due to Ms. Arreola and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order require employers to pay employees 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 (1½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

¹ These facts, theories, and claims are based on Ms. Arreola’s experience and counsel’s review of those records currently available relating to Ms. Arreola’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Ms. Arreola reserves the right to supplement this letter with additional facts, theories, and claims if she becomes aware of them subsequent to the submission of this letter.

PNSJ willfully failed to pay all overtime wages owed to Ms. Arreola and other aggrieved employees. During the relevant time period, Ms. Arreola and other aggrieved employees were not paid overtime premiums for all of the hours they 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, because all hours that they worked were not recorded.

First, PNSJ had a company-wide policy of pressuring Ms. Arreola and other aggrieved employees to maintain a sales quota based on the number of cars sold, in addition to meeting other metrics, such as appointment show and close ratios, response times, survey scores, and calls made and emails sent to prospective customers. Toward the end of her employment, Ms. Arreola was required to sell a minimum of eight (8) cars per pay period. This policy resulted in Ms. Arreola and other aggrieved employees having to remain available for customers' and supervisors' requests at all times in order to meet this quota, by keeping current and potential customers satisfied at all times while selling as much inventory as possible. Thus, this practice and/or policy of requiring employees to meet sales quotas and juggle a heavy workload resulted in Ms. Arreola and other aggrieved employees performing work-related tasks while off-the-clock.

Ms. Arreola and other aggrieved employees were forced to work off-the-clock performing tasks before and after their scheduled shifts, such as driving to customers' homes to close deals, responding to communications from supervisors and customers on their personal cellular phones, and traveling to and attending mandatory trainings, but were not provided a means by PNSJ to account for this time. For example, while clocked out, Ms. Arreola spent approximately three (3) hours per week driving to customers' homes to obtain documentation and signatures, collecting down payments from customers, and assisting with picking up and delivering purchased vehicles. As a further example, Ms. Arreola was required to respond to calls and text messages from her supervisors regarding work-related matters, such as collecting payments and contacting customers for signatures on purchase documentation, spending a total of 1-2 hours off-the-clock responding to these communications. Furthermore, Ms. Arreola was responsible for responding to incoming calls to PNSJ's toll-free number(s), which were forwarded to her personal cellular phone, and would be required to answer these calls in order to generate sales, spending an additional three (3) hours per week working while clocked out. Finally, Ms. Arreola and other aggrieved employees were required to attend trainings on their off-days, but were not paid for their time spent traveling to or attending these mandatory training sessions. Twice per year, Ms. Arreola would travel to Milpitas, California, and spent up to 3.5 hours traveling to and attending the training/meeting with PNSJ's owner. Thus, PNSJ failed to track all of this time spent working before clocking in or after clocking out, and Ms. Arreola and other aggrieved employees received no compensation for this time.

Second, PNSJ, on a company-wide basis, had a practice of failing to schedule meal periods, which, in conjunction with the assignment of sales quotas and heavy workloads, caused Ms. Arreola and other aggrieved employees to not be relieved of their duties for compliant meal periods. As a result of these policies and/or practices, Ms. Arreola and other aggrieved employees were required to work during and/or to return early from meal periods, in order to complete their assigned tasks, such as closing a deal with a customer, which could take 3-4 hours at a time, or responding to phone calls from supervisors or customers. Moreover, on information and belief, because PNSJ frowned upon employees accruing meal period penalties, when Ms. Arreola and other aggrieved employees failed to clock themselves out at their designated meal period start times, they were subject to PNSJ altering their time records and deducting time for meal periods that were not taken. Alternatively, PNSJ's management falsified employee time records by clocking out Ms. Arreola and other aggrieved employees at designated start and end times to reflect compliant meal periods, regardless of whether they had received a compliant meal period or not, in order to strictly limit meal penalties that PNSJ would otherwise owe. Consequently, Ms. Arreola and other aggrieved employees performed work during meal periods for which they were not paid.

PNSJ knew or should have known that, as a result of these company-wide practices and/or policies, Ms. Arreola and other aggrieved employees were performing their assigned duties off-the-clock and during meal periods, and were suffered or permitted to perform work for which they were not paid. PNSJ also knew, or should have known, that it did not compensate Ms. Arreola and other aggrieved employees applicable overtime rates of pay for overtime hours that they worked.

Because Ms. Arreola and other aggrieved employees regularly worked shifts of eight (8) hours a day or more or forty (40) hours a week or more, much of this off-the-clock work qualified for overtime premium pay. Therefore, Ms. Arreola and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked. PNSJ's failure to pay Ms. Arreola and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198.

Furthermore, PNSJ did not pay Ms. Arreola and other aggrieved employees the correct overtime rates for the recorded overtime hours that they generated. In addition to an hourly wage, PNSJ paid Ms. Arreola and other aggrieved employees commissions, incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, PNSJ failed to incorporate all compensation, including, but not limited to, commissions, incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when Ms. Arreola and other aggrieved employees worked overtime and received these other forms of pay, PNSJ failed to pay all overtime wages by paying a lower overtime rate than required.

Specifically, PNSJ paid Ms. Arreola and other aggrieved employees commissions, nondiscretionary bonuses, and/or incentive pay for meeting certain metrics. For example, Ms. Arreola and other aggrieved employees earned a 30% commission on "front commissionable gross profit" and a 10% commission on "back commissionable gross profit." Additionally, Ms. Arreola and other aggrieved employees were eligible for other bonuses, such as a "monthly leader board bonus" and "CSI bonus" (relating to customer satisfaction surveys). During pay periods that Ms. Arreola and other aggrieved employees were paid overtime and double time wages, PNSJ failed to incorporate the commissions, nondiscretionary bonuses, and/or incentive pay into Ms. Arreola's and other aggrieved employees' regular rate of pay and, as a result, paid them at incorrect and lower rates of pay for overtime hours worked. Specifically, PNSJ paid Ms. Arreola and other aggrieved employees 1.5 times their hourly rate of pay instead of 1.5 times their regular rate of pay. PNSJ's failure to properly calculate the overtime and double time rates of pay based on all remuneration paid has resulted in an underpayment of overtime and double time wages to Ms. Arreola and other aggrieved employees on a company-wide basis.

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

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 7 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code. Regs. tit. 8, § 11070(2)(G) (defining "Hours Worked").

As set forth above, due to PNSJ's policy and/or practice of requiring Ms. Arreola and other aggrieved employees to meet sales quotas and juggle a heavy workload, Ms. Arreola and other aggrieved employees were forced to work off-the-clock performing tasks before and after their scheduled shifts, such as driving to customers' homes to close deals, responding to communications from supervisors and customers on their personal cellular phones, and traveling to and attending mandatory trainings, but were not provided a means by PNSJ to account for this time. Additionally, due to PNSJ's uniform practice of failing to schedule meal periods, Ms. Arreola and other aggrieved employees were forced to forego meal periods and/or had their meal periods interrupted by work. In addition, PNSJ systematically failed to pay Ms. Arreola and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

Further, PNSJ maintained and implemented a company-wide policy of requiring all employees to travel to a medical facility on their own time and using their own personal vehicles to undergo mandatory drug testing and/or physical examinations. At all times, PNSJ was in control of scheduling the date and time for the testing and/or physical examinations, selecting the provider or facility where the testing and/or physical examinations were to take place, and determining the scope of the testing and/or physical examinations. However, PNSJ did not compensate other aggrieved employees for the time they spent traveling to and undergoing the mandatory drug testing and/or physical examinations. In addition, PNSJ maintained and implemented a company-wide policy of requiring other aggrieved employees to undergo fingerprint-based background checks upon hiring. This required other aggrieved employees to travel to a sheriff's office or a fingerprinting service provider on their own time and using their own personal vehicles, to undergo fingerprinting. However, PNSJ also did not compensate other aggrieved employees for the time they spent traveling to and from the sheriff's office or fingerprinting service providers, or for the time they spent undergoing their fingerprinting.

Thus, PNSJ did not pay minimum wages for all hours worked by Ms. Arreola and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, PNSJ did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Accordingly, PNSJ regularly failed to pay at least minimum wages to Ms. Arreola and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Ms. Arreola and other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order require employers to provide meal and rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, 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 an uninterrupted 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. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (Cal. 2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may

be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

As stated, PNSJ had, and continues to have, company-wide policies and/or practices of pressuring employees to meet a sales quota, among other metrics, which impeded Ms. Arreola and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. Additionally, PNSJ, on a company-wide basis, had a practice of failing to schedule meal periods, which, in conjunction with the assignment of sales quotas and heavy workloads, further caused Ms. Arreola and other aggrieved employees to not be relieved of their duties for compliant meal periods. As a result, Ms. Arreola and other aggrieved employees were forced to forego meal periods and/or have their meal periods interrupted by work or delayed by work, and were not relieved of all duties for unpaid meal periods, in order to attend to their assigned tasks, such as closing a deal with a customer or responding to phone calls from supervisors or customers. Ms. Arreola and other aggrieved employees had to remain available to respond to requests from current or potential customers or to assist supervisors with sales, including during their meal periods. Additionally, as stated, because PNSJ frowned upon employees accruing meal period penalties, upon information and belief, PNSJ's management would adjust Ms. Arreola's and other aggrieved employees' time records and/or pressured employees to clock out for meal periods to reflect compliant meal periods, regardless of whether they had received a compliant meal period or not, in order to strictly limit meal penalties that would need to be paid by PNSJ.

As a result of PNSJ's practices and/or policies, Ms. Arreola and other aggrieved employees were forced to work in excess of five (5) hours before taking a meal period and, at times, had their meal periods interrupted, and/or had to forgo their meal periods altogether. For example, once or twice weekly, Ms. Arreola waited more than seven (7) hours into her shift to take a meal period in order to assist a customer with a sale, which could take 3-4 hours at a time, and three (3) times per week, would miss her meal periods entirely because she was busy test driving vehicles, assisting customers with sales, or calling prospective customers to encourage sales. As a further example, when Ms. Arreola was able to take meal periods, she would have her meal periods interrupted by supervisors asking for assistance with conducting a sale or to address work-related issues.

Furthermore, PNSJ did not schedule second meal periods and had no policy for permitting Ms. Arreola and other aggrieved employees to take second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. As a result, Ms. Arreola and other aggrieved employees worked shifts in excess of ten (10) hours without receiving an uninterrupted second 30-minute meal period. Ms. Arreola and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

PNSJ knew or should have known that as a result of its policies, Ms. Arreola and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. PNSJ further knew or should have known that it did not pay Ms. Arreola and other aggrieved employees meal period premium wages when meal periods were missed, late, short, and/or interrupted because PNSJ engaged in a practice of altering employee time records to reflect compliant meal periods, even if none were taken.

PNSJ also has engaged in a company-wide practice and/or policy of not paying meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Ms. Arreola and other aggrieved employees have not received premium pay for missed, late, and interrupted meal periods. Alternatively, to the extent that PNSJ did pay meal period premium wages to Ms. Arreola and other aggrieved employees, it did so at the incorrect rates. Because PNSJ did not properly calculate Ms. Arreola's and other aggrieved employees' regular rates of pay by including all remunerations, such as commissions, incentive pay, and/or nondiscretionary bonuses, any premiums paid for meal period

violations were also paid at an incorrect rate and resulted in an underpayment of meal period premium wages.

Accordingly, PNSJ failed to provide all meal periods in violation of California Labor Code sections 226.7, 512, 516, and 1198. Ms. Arreola and other aggrieved employees are therefore entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period” and that the “rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless the total daily work time is less than three and one-half (3½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must “relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest.” *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 269-270 (2016).

As with meal periods, PNSJ's company-wide policies and practices, including assignment of sales quotas and heavy workloads, prevented Ms. Arreola and other aggrieved employees from being relieved of all duty to take compliant rest periods. PNSJ also failed to schedule rest periods, which further led to Ms. Arreola and other aggrieved employees not being authorized and permitted to take rest periods. Furthermore, upon information and belief, during the relevant time period, PNSJ maintained and implemented a company-wide on-premises rest period policy, which mandated that other aggrieved employees remain on the work premises during their rest periods. Upon information and belief, PNSJ's company-wide on-premises rest period policy prevented other aggrieved employees from being relieved of all duties for rest periods and caused them to perform work during rest periods.

As a result of PNSJ's practices and policies, Ms. Arreola and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. Throughout her employment, Ms. Arreola often missed her rest periods due to PNSJ's assignment of sales quotas and a heavy workload.

PNSJ also has engaged in a company-wide practice and/or policy of not paying all rest period premiums owed when compliant rest periods are not authorized or permitted. Because of this practice and/or policy, Ms. Arreola and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that PNSJ did pay rest period premium wages to Ms. Arreola and other aggrieved employees, it did so at the incorrect rates. Because PNSJ did not properly calculate Ms. Arreola's and other aggrieved employees' regular rates of pay by including all forms of compensation, such as commissions, incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, any premiums paid for rest period violations were also paid at an incorrect rate and resulted in an underpayment of rest period premium wages.

Accordingly, PNSJ failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Arreola and other aggrieved employees are therefore entitled to civil

penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. PNSJ has not provided Ms. Arreola and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wages statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50.00 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, PNSJ has knowingly and intentionally provided Ms. Arreola and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, PNSJ issued uniform wage statements to Ms. Arreola and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; the name and address of the legal entity that is the employer; and all applicable hourly rates in effect during the pay period, including overtime rates of pay, and the corresponding number of hours worked at each hourly rate. Specifically, PNSJ violated sections 226(a)(1), 226(a)(2), 226(a)(5), 226(a)(8), and 226(a)(9).

Because PNSJ did not record the time Ms. Arreola and other aggrieved employees spent working off-the-clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), PNSJ did not list the correct amount of gross wages and net wages earned by Ms. Arreola and other aggrieved employees, in compliance with section 226(a)(1) and 226(a)(5), respectively. For the same reason, PNSJ failed to accurately list the total number of the hours worked by Ms. Arreola and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

Further, because PNSJ did not calculate Ms. Arreola's and other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages, PNSJ did not list the correct amount of gross wages earned by Ms. Arreola and other aggrieved employees in compliance with section 226(a)(1) and did not list the correct amount of net wages earned by Ms. Arreola and other aggrieved employees in violation of section 226(a)(5). PNSJ also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct overtime rates of pay and correct rates of pay for premium wages, in violation of section 226(a)(9).

Separate from these violations, PNSJ issued uniform wage statements to Ms. Arreola and other aggrieved employees that fail to list the correct name and address of the legal entity of the actual employer in violation of Labor Code section 226(a)(8). The purpose of section 226(a)(8) is to provide California employees with transparency as to the true identity of their employer, to allow the employee to contact their employer during employment in the future for various reasons, including filing an administrative claim, judicial claim, or other action to seek relief against their employer, obtain unemployment benefits, etc. Ms. Arreola's wage statements list the entity "PREMIER NISSAN OF SAN JOSE LLC" at the address "1120 CAPITOL EXPRESSWAY AUTOMALL, SAN JOSE, CA 95136," but, according to the California Secretary of State's website, there is no such entity by that name at that address. However, a

similarly named entity, “PREMIER NISSAN OF SAN JOSE, LLC” is listed on the California Secretary of State’s website with a similar address, “1120 W CAPITOL EXPY, SAN JOSE CA 95136.”

The wage statement deficiencies also include, without limitation, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the inclusive dates of the period for which aggrieved employees were paid; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall ... [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments...” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), PNSJ willfully failed to maintain accurate payroll records for Ms. Arreola and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Orders. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, PNSJ failed, on a company-wide basis, to keep accurate records of work period and meal period start and stop times for Ms. Arreola and other aggrieved employees, in violation of section 1198. As stated, PNSJ engaged in a company-wide practice and/or policy of falsifying Ms. Arreola’s and other aggrieved employees’ time records by deducting meal periods or recording that compliant meal periods were taken regardless of if or when meal periods were actually taken, and thereby failed to keep accurate records of meal start and end times for Ms. Arreola and other aggrieved employees. Furthermore, in light of PNSJ’s failure to provide Ms. Arreola and other aggrieved employees with second 30-minute meal periods to which they were entitled, PNSJ kept no records of meal start and end times for second meal periods.

Because PNSJ failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Arreola and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Ms. Arreola and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Ms. Arreola and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages 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. California Labor Code section 204 also requires 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. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, PNSJ failed to pay Ms. Arreola and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premium wages, within any time period specified by California Labor Code section 204.

Ms. Arreola and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 201, 202, and 203 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201, 202, and 203 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, 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 previous 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.

PNSJ willfully failed to pay Ms. Arreola and other aggrieved employees who are no longer employed by PNSJ all their earned wages, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premium wages, either at the time of discharge, or within seventy-two (72) hours of their leaving PNSJ's employ in violation of California Labor Code sections 201, 202, and 203.

Ms. Arreola and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 206.5 – Release of Claims for Wages Due

California Labor Code section 206.5 prohibits employers from requiring employees to execute releases of a claim or right "on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made. A release required or executed in violation of the provisions of this section shall be null and void as between the employer and the employee."

During the relevant time period, PNSJ required other aggrieved employees to release their claims for unpaid wages as a condition to receiving their final paychecks. For example, PNSJ required other aggrieved employees to sign verifications that stated that they agreed that "[they] have received all compensation and benefits owed to [them] to date from [their] employment, including all final wages and that no additional compensation or benefits are due." PNSJ compelled other aggrieved employees to sign

this false verification when they, in fact, had not received all earned and unpaid wages, including, but not limited to, overtime wages, minimum wages, and meal and rest period premium wages. PNSJ's policy and practice of requiring other aggrieved employees to release their claims for unpaid wages as a condition to receiving their final paychecks is in violation of California Labor Code section 206.5.

Other aggrieved employees are therefore entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

Violation of California Labor Code §§ 221 and 224 – Unlawful Deductions

California Labor Code section 221 provides that it shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee. California Labor Code section 224 also provides in pertinent part that it is lawful to withhold a portion of the employee's wages if "a deduction is expressly authorized in writing by the employee."

During the relevant time period, PNSJ unlawfully deducted a portion of wages previously paid to Ms. Arreola and other aggrieved employees in violation of California Labor Code section 221. On information and belief, PNSJ systematically, and a company-wide basis, deducted wages from Ms. Arreola's and other aggrieved employees' paychecks on a weekly basis for various programs, such as a "Pot of Gold" bonus plan for employees (\$25.00 for each car that the dealership sold or leased as a retail sale during a qualifying week) and donations to PNSJ's HOPE Foundation (\$25.00 for each sale of a vehicle to which employees were entitled commission was presumably donated to this charitable effort). Pursuant to PNSJ's employee programs, PNSJ deducted \$25.00 or more per pay period for every vehicle sold or leased from Ms. Arreola's and other aggrieved employees' paychecks, which constituted a deduction in their wages. On information and belief, PNSJ's programs were compulsory and mandatory. Ms. Arreola and other aggrieved employees did not expressly consent to and authorize the deductions because they were not given the option to participate in the programs. Thus, PNSJ's policy of deducting these payments from Ms. Arreola's and other aggrieved employees' wages constitutes an unlawful deduction of wages in violation of California Labor Code sections 221 and 224.

Ms. Arreola and other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 225.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 223 – Secret Payment of Lower Wages

California Labor Code section 223 makes it unlawful for an employer to secretly pay wages lower than required by statute while purporting to pay legal wages.

During the relevant time period, as stated above, PNSJ implemented a policy of deducting \$25.00 fees (*see supra*) from employees' wages, which, on information and belief, resulted in the payment of less than statutorily required wages to Ms. Arreola and other aggrieved employees. In doing so, PNSJ acted with the intent to deprive Ms. Arreola and other aggrieved employees of statutory wages, including, but not limited to, overtime wages and minimum wages, to which they were entitled to under California law. Thus, PNSJ paid Ms. Arreola and other aggrieved employees lower wages than those they were entitled to while purporting that Ms. Arreola and other aggrieved employees were properly paid.

Ms. Arreola and other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 225.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 222.5 – Failure to Pay for Costs of Mandatory Physical Exams and/or Drug Testing

At all times herein set forth, California Labor Code section 222.5 requires employers to pay for the costs an employee incurs for obtaining any required medical or physical examination.

During the relevant time period, PNSJ implemented, on a company-wide basis, an employer-imposed requirement that other aggrieved employees undergo mandatory drug tests and/or physical examinations, but required them to do so at their own expense. As stated, PNSJ had a company-wide policy requiring that all employees travel to a specified medical facility on their own time and using their own personal vehicles to undergo drug testing and/or physical examinations. At all times, PNSJ was in control of scheduling the date and time for the drug testing and/or physical examinations, selecting the provider/facility where the drug testing and/or physical examinations were to take place, and determining the scope of the drug testing and/or physical examinations.

However, PNSJ did not compensate other aggrieved employees for the time they spent traveling to and from the medical facilities, for the time they spent undergoing the drug testing and/or physical examinations, or reimburse them for the travel expenses they incurred getting to and from the medical facilities. PNSJ's policy and/or not paying for all costs other aggrieved employees incurred obtaining mandatory physical examinations and/or drug testing is in violation of California Labor Code section 222.5.

Other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

Violation of California Labor Code § 246 – Failure to Provide Written Notice of Paid Sick Leave Benefits

California's Healthy Workplaces, Healthy Families Act of 2014 was enacted to provide employees who have worked in California for 30 or more days from the commencement of employment with paid sick days, to be accrued at least one hour for every 30 hours worked. Employers must provide no less than 24 hours or three (3) days of paid sick leave (or equivalent paid leave or paid time off) in each year of the employee's employment. Codified at California Labor Code sections 245.5, 246, 246.5, 247, 247.5, 248.5, and 249, section 246(i) provides that an employer must provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off that an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement or in a separate written statement provided on the designated pay date with the employee's wages. The penalties described in this article for a violation of this subdivision shall be in lieu of the penalties for a violation of Section 226.

During the relevant time period, PNSJ has failed to provide Ms. Arreola and other aggrieved employees written notice on wage statements and/or other separate written statements that list the requisite information set forth in Labor Code section 246(i). PNSJ's ongoing and systematic failure to provide written notice of sick leave benefits to Ms. Arreola and other aggrieved employees violates California Labor Code section 246(i).

Ms. Arreola and other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 248.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order provides that: “[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.”

First, during the relevant time period, PNSJ, on a company-wide basis, required that Ms. Arreola and other aggrieved employees use their own personal cellular phones and/or cellular data to carry out their job duties, but failed to reimburse them for the costs of their work-related cellular phone expenses. For example, Ms. Arreola and other aggrieved employees used their personal cellular phones to complete work-related tasks, such as communicating with supervisors and customers or clients. Although PNSJ required Ms. Arreola and other aggrieved employees to regularly utilize their personal cellular phones to carry out work-related responsibilities, PNSJ failed to reimburse them for this cost.

Second, PNSJ also had a company-wide policy of requiring Ms. Arreola and other aggrieved employees to travel in their own personal vehicles for work purposes, but failed to reimburse them for all costs of travel, including mileage. As stated, Ms. Arreola and other aggrieved employees were required to use their own vehicles to drive to customers' homes to obtain documentation and signatures, collect down payments, and assist with picking up and delivering cars, but were not reimbursed for their travel expenses or mileage. Ms. Arreola estimates she drove 150 miles per month to and from San Francisco, Concord, etc. delivering vehicles to customers and collecting documentation and down payments. Additionally, Ms. Arreola and other aggrieved employees were required to attend meetings or trainings, but were not paid for their mileage to and from these mandatory training sessions. Twice per year, Ms. Arreola would travel to Milpitas, California, and spent up to 1-1.5 hours traveling to and from these meetings with PNSJ's owner. Moreover, as stated, PNSJ had a company-wide policy of requiring other aggrieved employees to travel in their own personal vehicles to medical facilities to undergo mandatory drug testing and/or physical examinations and to fingerprinting service providers to undergo fingerprint-based background checks, but did not reimburse them for their travel expenses. Other aggrieved employees drove their personal vehicles to medical facilities, the sheriff's office, and/or other fingerprinting service providers to undergo drug testing and fingerprinting, but were not reimbursed for their mileage to and from the facilities. Although PNSJ required Ms. Arreola and other aggrieved employees to use their own vehicles and complete these tasks as part of their job duties, PNSJ failed to reimburse them for all of these expenses.

Third, PNSJ, on a company-wide basis, required Ms. Arreola and other aggrieved employees to purchase basic office supplies that were necessary for completion of assigned tasks. For example, Ms. Arreola was required to buy pens, sticky notes, tape, and whiteout for the dealership; throughout her employment, she estimates spending approximately \$40.00 per month on these expenses. PNSJ failed to provide basic supplies to Ms. Arreola and other aggrieved employees, forcing them to procure their own, and failed to reimburse Ms. Arreola and other aggrieved employees for the costs of these supplies.

PNSJ could have provided Ms. Arreola and other aggrieved employees with the actual tools for use on the job, such as company vehicles and company phones, and office supplies. Or, PNSJ could have reimbursed employees for their cellular phone, mileage, travel, and office supply expenses. Instead,

PNSJ passed these operating costs off onto Ms. Arreola and other aggrieved employees. At all relevant times, Ms. Arreola did not earn at least two (2) times the minimum wage.

Thus, PNSJ had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Ms. Arreola and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

Violation of California Labor Code § 2810.5(a)(1)(A)-(C) – Failure to Provide Notice of Material Terms of Employment

California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

PNSJ failed to provide Ms. Arreola and other aggrieved employees written notice that lists all the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). PNSJ's failure to provide Ms. Arreola and other aggrieved employees with written notice of basic information regarding their employment with PNSJ is in violation of Labor Code section 2810.5.

Ms. Arreola and other aggrieved employees are therefore entitled to recover penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid . . ." Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." PNSJ, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Arreola's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Ms. Arreola seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Ms. Arreola, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for herself, all other aggrieved employees, and the State of California against PNSJ for violations of California Labor Code sections 201, 202, 203, 204, 206.5, 221, 222.5, 223, 224, 226(a), 226.7, 246, 510,

512, 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

Therefore, on behalf of all aggrieved employees, Ms. Arreola seeks all applicable penalties related to these violations of the California Labor Code pursuant to PAGA.

Pre-Litigation Demand

This notice shall further serve as Ms. Arreola's reasonable attempt to settle her dispute with PNSJ prior to litigation. Pursuant to *Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to inform PNSJ of Ms. Arreola's aforementioned grievances and the proposed remedies as detailed below, while affording PNSJ a reasonable opportunity to satisfy Ms. Arreola's demands.

Demand is hereby made that PNSJ shall, within 30 calendar days of this notice, agree, in writing to the following corrective actions:

1. PNSJ shall pay Ms. Arreola and all other aggrieved employees employed by PNSJ at any time during the past three years from the date of this notice unpaid wages and compensation for the above-referenced violations.
2. PNSJ shall comply with all California labor laws and ensure that its non-exempt employees are paid overtime wages and minimum wages for all hours worked and provided lawful meal and rest periods.
3. PNSJ shall conduct a survey or interview all current and former aggrieved employees in California who worked for PNSJ in the past three years to obtain information from them regarding the above-referenced violations, including, but not limited to: the number of meal periods which were not provided; the number of rest periods which were not authorized and permitted; and the number of employees who were required to pay for mandatory medical examinations, fingerprinting, travel, cellular phone, and office supply expenses, or other expenditures in the discharge of their duties, with the investigation to be completed within 60 days.
4. PNSJ shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not provided one or more meal periods, as required by Labor Code sections 226.7, 512, 516, and 1198. PNSJ also shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not authorized and permitted one or more rest periods, as required by Labor Code sections 226.7, 516, and 1198.
5. PNSJ shall reimburse those aggrieved employees who were required to pay for any business expenses incurred for PNSJ's benefit, including, but not limited to, costs of mandatory medical examinations, fingerprinting, travel, cellular phone, and office supply expenses, as required by Labor Code sections 222.5 and 2802.
6. PNSJ shall pay each aggrieved employee unpaid wages and compensation for violations arising from its practice of utilizing unlawful deductions (Labor Code sections 221 and 224) and secret payment of lower wages (Labor Code section 223).
7. PNSJ shall pay accrued legal interest to all aggrieved employees at the rate of 10% per annum for said unpaid wages.

8. PNSJ shall provide Ms. Arreola and all aggrieved employees employed by PNSJ at any time during the past three years from the date of this notice corrected wage statements that include the requisite information set forth in Labor Code section 226(a).
9. PNSJ shall cease the practice of requiring aggrieved employees to release their claims for unpaid wages as a condition to receiving their paychecks (Labor Code section 206.5).
10. PNSJ shall provide all aggrieved employees written notice of sick leave benefits that includes the requisite information set forth in Labor Code section 246(i).
11. PNSJ shall provide all aggrieved employees written notice of basic information regarding their employment that includes the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C).
12. PNSJ shall pay waiting time penalties, equal to 30 days of pay, to each former aggrieved employee who was not paid all wages due as described herein.
13. PNSJ shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code sections 2698, *et seq.*, including, but not limited to, penalties under Labor Code sections 210, 225.5, 226.3, 248.5, 256, 558, 1174.5, 1197.1, 1199, and 2699, and Wage Order No. 7-2001, section 20.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Mao Shiokura
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,



Mao Shiokura

Copy: PREMIER NISSAN OF SAN JOSE, LLC (via U.S. Certified Mail); PREMIER AUTOMOTIVE C OF CARLSBAD LLC (via U.S. Certified Mail); PREMIER AUTOMOTIVE CJDR OF BUENA PARK, LLC (via U.S. Certified Mail); PREMIER AUTOMOTIVE HCDJ OF CALIFORNIA, LLC (via U.S. Certified Mail); PREMIER AUTOMOTIVE IMPORTS OF CA, LLC (via U.S. Certified Mail); PREMIER AUTOMOTIVE K OF CARLSBAD LLC (via U.S. Certified Mail); PREMIER AUTOMOTIVE MANAGEMENT, L.L.C. (via U.S. Certified Mail); PREMIER AUTOMOTIVE OF BUENA PARK, LLC (via U.S. Certified Mail); PREMIER AUTOMOTIVE OF CA, LLC (via U.S. Certified Mail); PREMIER AUTOMOTIVE OF CLAREMONT, LLC (via U.S. Certified Mail); PREMIER AUTOMOTIVE OF NEWARK, LLC (via U.S. Certified Mail); PREMIER AUTOMOTIVE OF OAKLAND PAH, LLC (via U.S. Certified Mail); PREMIER AUTOMOTIVE OF PLACENTIA, LLC (via U.S. Certified Mail); PREMIER AUTOMOTIVE OF SEASIDE, LLC (via U.S. Certified Mail); PREMIER AUTOMOTIVE OF STEVENS CREEK, LLC (via U.S. Certified Mail); PREMIER AUTOMOTIVE OF WEST COVINA, LLC (via U.S. Certified Mail)

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SAN JOSE CA 95136



9590 9403 0424 5163 3654 57

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PS Form 3811, April 2015 PSN 7530-02-000-9053

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☐ Agent
☐ Addressee

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Street and Apt. No., or PO Box No.

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City, State, ZIP+4®

SAN JOSE CA 95136

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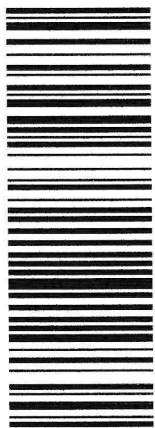
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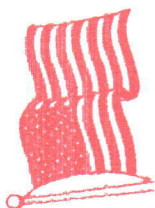


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Century Park East, Ste 1000
San Diego, CA 90067



PREMIER AUTOMOTIVE C OF CARLSBAD LLC
350 TENTH AVE, SUITE 1000
SAN DIEGO CA 92101

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- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

PREMIER AUTOMOTIVE C OF CARLSBAD LLC
350 TENTH AVE, SUITE 1000
SAN DIEGO CA 92101



9590 9403 0424 5163 3654 64

2. Article Number (Transfer from service label)

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☐ Agent

☐ Addressee

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- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 7.93

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PREMIER AUTOMOTIVE C OF CARLSBAD LLC

350 TENTH AVE, SUITE 1000
SAN DIEGO CA 92101

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Postmark Here

Arreda v. Premier Automotive C of Carlsbad, LLC

7020 0090 0001 3768 4254

CERTIFIED MAIL®

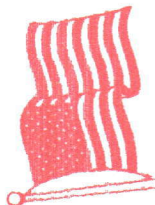


7020 0090 0001 3768 4247

stone

LAW APC

Curry Park East, Ste 1000
es, CA 90067



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

PREMIER AUTOMOTIVE CJDR OF BUENA
PARK, LLC
350 TENTH AVE, SUITE 1000
SAN DIEGO CA 92101



9590 9403 0424 5163 3654 71

2. Article Number (Transfer from service label)

7020 0090 0001 3768 4247

PS Form 3811, April 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery over \$500

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

PREMIER AUTOMOTIVE CJDR OF BUENA PARK,
LLC
350 TENTH AVE, SUITE 1000
SAN DIEGO CA 92101

U.S. Postal Service™

CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 3.80
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 7.93

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PREMIER AUTOMOTIVE CJDR OF BUENA
PARK, LLC

350 TENTH AVE, SUITE 1000

SAN DIEGO CA 92101

Postmark
Here

Arreola v. Premier
Automotive CJDR of
Buena Park, LLC

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

CERTIFIED MAIL

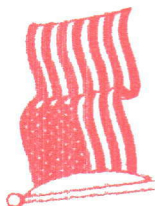


7020 0090 0001 3768 4230

tone

LAW APC

ury Park East, Ste 1000
s, CA 90067



PREMIER AUTOMOTIVE HCDJ OF
LLC
3460 NAGLEE ROAD
TRACY CA 95304

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

PREMIER AUTOMOTIVE HCDJ OF
CALIFORNIA, LLC
3460 NAGLEE ROAD
TRACY CA 95304



9590 9403 0424 5163 3654 88

2. Article Number (Transfer from service label)

7020 0090 0001 3768 4230

PS Form 3811, April 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? If YES, enter delivery address below:

☐ Yes
☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.30
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 7.93

Sent To

PREMIER AUTOMOTIVE HCDJ OF
CALIFORNIA, LLC
3460 NAGLEE ROAD
TRACY CA 95304

Postmark
Here

Arreola v. Premier
Automotive HCDJ of
California, LLC

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

7020 0090 0001 3768 4230

CERTIFIED MAIL®



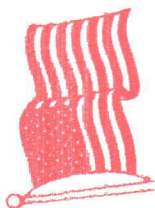
7020 0090 0001 3768 4223

tone

LAW APC

1000
Park East, Ste 1000
Fremont, CA 94538

PREMIER AUTOMOTIVE IMPORTS OF CA, LLC
5701 CUSHING PKWY
FREMONT CA 94538



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

PREMIER AUTOMOTIVE IMPORTS OF
CA, LLC
5701 CUSHING PKWY
FREMONT CA 94538



9590 9403 0424 5163 3654 95

2. Article Number (Transfer from service label)

7020 0090 0001 3768 4223

PS Form 3811, April 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
- ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.80
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 7.93

Sent To

PREMIER AUTOMOTIVE IMPORTS OF
CA, LLC
5701 CUSHING PKWY
FREMONT CA 94538

Postmark
Here

Annala V. Premier
Automotive Imports of
CA, LLC

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

7020 0090 0001 3768 4223

CERTIFIED MAIL®

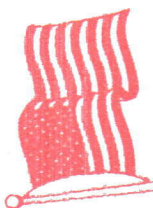


7020 0090 0001 3768 4216

tone

LAW APC
ury Park East, Ste 1000
es, CA 90067

PREMIER AUTOMOTIVE MANAGEMENT, L.L.C.
13040 I-10 SERVICE ROAD
NEW ORLEANS, LA 70128



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
PREMIER AUTOMOTIVE MANAGEMENT,
L.L.C.
13040 I-10 SERVICE ROAD
NEW ORLEANS, LA 70128



9590 9403 0424 5163 3655 18

2. Article Number (Transfer from service label)

7020 0090 0001 3768 4216

PS Form 3811, April 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 3.80
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 7.93

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PREMIER AUTOMOTIVE MANAGEMENT
L.L.C.

13040 I-10 SERVICE ROAD
NEW ORLEANS, LA 70128

PS Form 3800, April 2015 PSN 7530-02-000-9047

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Postmark
Here

Arreda v. Premier
Automotive Management
LLC

7020 0090 0001 3768 4216

stone
LAW APC
ury Park East, Ste 1000
es, CA 90067



7020 0090 0001 3768 4209



PREMIER AUTOMOTIVE K OF CARLSBAD LLC
350 TENTH AVE, SUITE 1000
SAN DIEGO CA 92101

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
PREMIER AUTOMOTIVE K OF CARLSBAD LLC
350 TENTH AVE, SUITE 1000
SAN DIEGO CA 92101



9590 9403 0424 5163 3655 32

2. Article Number (Transfer from service label)
7020 0090 0001 3768 4209

PS Form 3811, April 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery over \$500

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$ **3.50**

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ **2.80**
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ **1.63**

Total Postage and Fees

\$ **7.93**

Sent To

PREMIER AUTOMOTIVE K OF CARLSBAD LLC

Street and Apt. No., or PO Box No.

350 TENTH AVE, SUITE 1000

City, State, ZIP+4®

SAN DIEGO CA 92101

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Postmark
Here

*Arreola v. Premier
Automotive K of
Carlsbad, LLC*

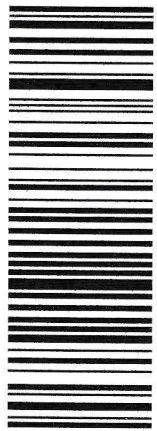
7020 0090 0001 3768 4209

CERTIFIED MAIL

stone

LAW APC

Century Park East, Ste 1000
es, CA 90067



7020 0090 0001 3768 4193

PREMIER AUTOMOTIVE OF BUENA PARK, LLC
6195 AUTO CENTER DRIVE
BUENA PARK CA 90621



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
PREMIER AUTOMOTIVE OF BUENA
PARK, LLC
6195 AUTO CENTER DRIVE
BUENA PARK CA 90621



9590 9403 0424 5163 3612 37

2. Article Number (Transfer from service label)

7020 0090 0001 3768 4193

PS Form 3811, April 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☒ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery over \$500

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$ 3.50

Extra Services & Fees (check box, add fee, as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.80
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 7.93

Sent To

PREMIER AUTOMOTIVE OF BUENA
PARK, LLC
6195 AUTO CENTER DRIVE
BUENA PARK CA 90621

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Postmark
Here

Arreola v. Premier
Automotive of Buena
Park, LLC

7020 0090 0001 3768 4193

CERTIFIED MAIL®



7020 0090 0001 3768 4186

tone
LAW APC
ury Park East, Ste 1000
s, CA 90067

PREMIER AUTOMOTIVE OF CA, LLC
13631 POWAY ROAD
POWAY CA 92064



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

PREMIER AUTOMOTIVE OF CA, LLC
13631 POWAY ROAD
POWAY CA 92064



9590 9403 0424 5163 3612 44

2. Article Number (Transfer from service label)

7020 0090 0001 3768 4186

PS Form 3811, April 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
- ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.80
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 7.93

Sent To

PREMIER AUTOMOTIVE OF CA, LLC
13631 POWAY ROAD
POWAY CA 92064

Postmark
Here

Aneela v. Premier
Automotive of CA, LLC

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

CERTIFIED MAIL®



7020 0090 0001 3768 4179

tone

LAW APC

350 Tenth Ave, Ste 1000
San Diego, CA 92101

PREMIER AUTOMOTIVE OF CLAREMONT, LLC
350 TENTH AVE, SUITE 1000
SAN DIEGO CA 92101



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

PREMIER AUTOMOTIVE OF
CLAREMONT, LLC
350 TENTH AVE, SUITE 1000
SAN DIEGO CA 92101



9590 9403 0424 5163 3612 51

2. Article Number (Transfer from service label)

7020 0090 0001 3768 4179

PS Form 3811, April 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
- ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? If YES, enter delivery address below:

- ☐ Yes
- ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.80
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 7.93

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PREMIER AUTOMOTIVE OF
CLAREMONT, LLC
350 TENTH AVE, SUITE 1000
SAN DIEGO CA 92101

Postmark
Here

Arreda v. Premier
Automotive of
Claremont, LLC

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

7020 0090 0001 3768 4179

CERTIFIED MAIL®



7020 0090 0001 3768 4162

tone
LAW APC
ury Park East, Ste 1000
es, CA 90067

PREMIER AUTOMOTIVE OF NEWARK, LLC
350 TENTH AVE, SUITE 1000
SAN DIEGO CA 92101



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
PREMIER AUTOMOTIVE OF NEWARK, LLC
350 TENTH AVE, SUITE 1000
SAN DIEGO CA 92101



9590 9403 0424 5163 3612 68

2. Article Number (Transfer from service label)

7020 0090 0001 3768 4162

PS Form 3811, April 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery over \$500

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 1.80
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 7.43

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PREMIER AUTOMOTIVE OF NEWARK, LLC
350 TENTH AVE, SUITE 1000
SAN DIEGO CA 92101

Postmark
Here

Arreola v. Premier
Automotive of
Newark, LLC

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

CERTIFIED MAIL®



7020 0090 0001 3768 4155

tone

LAW APC

ury Park East, Ste 1000
S, CA 90067

PREMIER AUTOMOTIVE OF OAKLAND PAH, LLC
350 TENTH AVE, SUITE 1000
SAN DIEGO CA 92101



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
PREMIER AUTOMOTIVE OF OAKLAND
PAH, LLC
350 TENTH AVE, SUITE 1000
SAN DIEGO CA 92101



9590 9403 0424 5163 3612 75

2. Article Number (Transfer from service label)

7020 0090 0001 3768 4155

PS Form 3811, April 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.30
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 7.93

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PREMIER AUTOMOTIVE OF OAKLAND

PAH, LLC

350 TENTH AVE, SUITE 1000

SAN DIEGO CA 92101

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Postmark
Here

Arreola v. Premier
Automotive of
Oakland PAH, LLC

7020 0090 0001 3768 4155

CERTIFIED MAIL®



7020 0090 0001 3768 4148

stone
LAW APC
ury Park East, Ste 1000
es, CA 90067



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

PREMIER AUTOMOTIVE OF PLACENTIA, LLC
7301 ARTESIA BLVD
BUENA PARK CA 90621



9590 9402 4882 9032 7448 09

2. Article Number (Transfer from service label)

7020 0090 0001 3768 4148

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

PREMIER AUTOMOTIVE OF PLACENTIA, LLC
7301 ARTESIA BLVD
BUENA PARK CA 90621

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.80
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 7.93

Sent To

PREMIER AUTOMOTIVE OF PLACENTIA
LLC

Street and Apt. No., or PO Box No.

7301 ARTESIA BLVD

City, State, ZIP+4®

BUENA PARK CA 90621

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Postmark
Here

Arreola v. Premier
Automotive of
Placentia, LLC

7020 0090 0001 3768 4148

CERTIFIED MAIL®



7020 0090 0001 3768 4131

tone

LAW APC

ury Park East, Ste 1000
es, CA 90067

PREMIER AUTOMOTIVE OF SEASIDE, LLC
4 HEITZINGER PLAZA
SEASIDE CA 93955



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

PREMIER AUTOMOTIVE OF SEASIDE,
LLC
4 HEITZINGER PLAZA
SEASIDE CA 93955



9590 9402 4882 9032 7448 16

2. Article Number (Transfer from service label)

7020 0090 0001 3768 4131

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.80
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 7.93

Sent To

PREMIER AUTOMOTIVE OF SEASIDE,
LLC

Street and Apt. No., or PO Box No.

4 HEITZINGER PLAZA

City, State, ZIP+4®

SEASIDE CA 93955

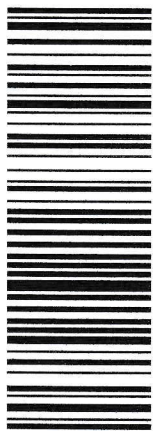
PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Postmark
Here

Arreola V. Premier
Automotive of
seaside, LLC

CERTIFIED MAIL®



7020 0090 0001 3768 4124

stone

LAW APC

1000
Park East, Ste 1000
es, CA 90067



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

PREMIER AUTOMOTIVE OF SEASIDE,
LLC

13040 I-10 SERVICE ROAD
NEW ORLEANS LA 70128



9590 9402 4882 9032 7448 23

2. Article Number (Transfer from service label)

7020 0090 0001 3768 4124

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

PREMIER AUTOMOTIVE OF SEASIDE, LLC
13040 I-10 SERVICE ROAD
NEW ORLEANS LA 70128

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.80
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 7.93

Sent To

PREMIER AUTOMOTIVE OF SEASIDE,
LLC

Street and Apt. No., or PO Box No.

13040 I-10 SERVICE ROAD

City, State, ZIP+4®

NEW ORLEANS LA 70128

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Postmark
Here

Arreola v. Premier
Automotive of
Seaside, LLC

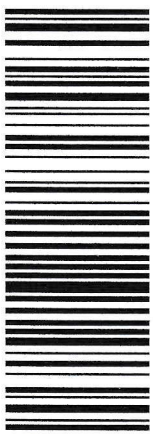
7020 0090 0001 3768 4124

CERTIFIED MAIL®

stone

LAW APC

ury Park East, Ste 1000
es, CA 90067



7020 0090 0001 3768 4117

PREMIER AUTOMOTIVE OF STEVENS CREEK, LLC
350 TENTH AVE, SUITE 1000
SAN DIEGO CA 92101



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

PREMIER AUTOMOTIVE OF STEVENS
CREEK, LLC
350 TENTH AVE, SUITE 1000
SAN DIEGO CA 92101



9590 9402 4882 9032 7448 30

2. Article Number (Transfer from service label)

7020 0090 0001 3768 4117

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.50
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 7.93

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PREMIER AUTOMOTIVE OF STEVENS
CREEK, LLC

350 TENTH AVE, SUITE 1000
SAN DIEGO CA 92101

Postmark
Here

Arreda v. Premier
Automotive of
Stevens Creek, LLC

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

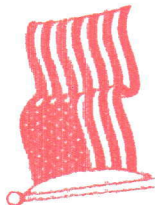
CERTIFIED MAIL®



7020 0090 0001 3768 4100

stone
LAW APC
Century Park East, Ste 1000
San Diego, CA 90067

PREMIER AUTOMOTIVE OF WEST COVINA, LLC
350 TENTH AVE, SUITE 1000
SAN DIEGO CA 92101



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

PREMIER AUTOMOTIVE OF WEST
COVINA, LLC
350 TENTH AVE, SUITE 1000
SAN DIEGO CA 92101



9590 9402 4882 9032 7448 47

2. Article Number (Transfer from service label)

7020 0090 0001 3768 4100

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.80
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.03

Total Postage and Fees

\$ 7.93

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PREMIER AUTOMOTIVE OF WEST
COVINA, LLC
350 TENTH AVE, SUITE 1000
SAN DIEGO CA 92101

Postmark
Here

Arreda v. Premier
Automotive of
West Covina, LLC

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

PREMIER AUTOMOTIVE OF PLACENTIA,
LLC
7301 ARTESIA BLVD
BUENA PARK CA 90621



9590 9402 4882 9032 7448 09

2. Article Number (Transfer from service label)

7020 0090 0001 3768 4148

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X. [Signature]

☐ Agent

☐ Addressee

B. Received by (Printed Name)

6.5.2020

C. Date of Delivery

6.8.2020

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

PREMIER AUTOMOTIVE IMPORTS OF
CA, LLC
5701 CUSHING PKWY
FREMONT CA 94538

**9590 9403 0424 5163 3654 95**

2. Article Number (Transfer from service label)

7020 0090 0001 3768 4223**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from Item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☒ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Return Receipt for Merchandise |
| ☐ Collect on Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery Restricted Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery (over \$500) | |

PS Form 3811, April 2015 PSN 7530-02-000-9053

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**PREMIER AUTOMOTIVE OF OAKLAND
PAH, LLC
350 TENTH AVE, SUITE 1000
SAN DIEGO CA 92101**



9590 9403 0424 5163 3612 75

2. Article Number (Transfer from service label)

7020 0090 0001 3768 4155

PS Form 3811, April 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

COV 19

☐ Agent

☐ Addressee

B. Received by (Printed Name)

RT 43

C. Date of Delivery

6/8/20

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes

☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Insured Mail Restricted Delivery
(over \$500)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

PREMIER AUTOMOTIVE OF BUENA
PARK, LLC
6195 AUTO CENTER DRIVE
BUENA PARK CA 90621



9590 9403 0424 5163 3612 37

2. Article Number (Transfer from service label)

7020 0090 0001 3768 4193

PS Form 3811, April 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

☐ Insured Mail
(Insured Mail Restricted Delivery
over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

PREMIER AUTOMOTIVE OF SEASIDE,
LLC
13040 I-10 SERVICE ROAD
NEW ORLEANS LA 70128



9590 9402 4882 9032 7448 23

2. Article Number (Transfer from service label)

7020 0090 0001 3768 4124

COMPLETE THIS SECTION ON DELIVERY

A. Signature:

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

PREMIER AUTOMOTIVE CJDR OF BUENA
PARK, LLC
350 TENTH AVE, SUITE 1000
SAN DIEGO CA 92101



9590 9403 0424 5163 3654 71

2. Article Number (Transfer from service label)

7020 0090 0001 3768 4247

PS Form 3811, April 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

COV 19

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

RT 43

C. Date of Delivery

6/8/20

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☒ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Return Receipt for Merchandise |
| ☐ Collect on Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery Restricted Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Insured Mail (over \$500) | |

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**PREMIER AUTOMOTIVE C OF CARLSBAD
LLC
350 TENTH AVE, SUITE 1000
SAN DIEGO CA 92101**



9590 9403 0424 5163 3654 64

2. Article Number (Transfer from service label)

7020 0090 0001 3768 4254

PS Form 3811, April 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X COV 19

- ☐ Agent
- ☐ Addressee

B. Received by (Printed Name)

RT 43

C. Date of Delivery

6/8/20

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

PREMIER AUTOMOTIVE OF
CLAREMONT, LLC
350 TENTH AVE, SUITE 1000
SAN DIEGO CA 92101



9590 9403 0424 5163 3612 51

2. Article Number (Transfer from service label)

7020 0090 0001 3768 4179

PS Form 3811, April 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X COV 19

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

RT 43

C. Date of Delivery

6/8/20

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☒ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Return Receipt for Merchandise |
| ☐ Collect on Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery Restricted Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery (over \$500) | |

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**PREMIER AUTOMOTIVE OF NEWARK,
LLC
350 TENTH AVE, SUITE 1000
SAN DIEGO CA 92101**



9590 9403 0424 5163 3612 68

2. Article Number (Transfer from service label)

7020 0090 0001 3768 4162

PS Form 3811, April 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

COV 19

☐ Agent

☐ Addressee

B. Received by (Printed Name)

RT 43

C. Date of Delivery

6/8/20

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

☐ Insured Mail
Registered Mail Restricted Delivery
(over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

PREMIER AUTOMOTIVE OF WEST
COVINA, LLC
350 TENTH AVE, SUITE 1000
SAN DIEGO CA 92101



9590 9402 4882 9032 7448 47

2. Article Number (Transfer from service label)

7020 0090 0001 3768 4100

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X COV 19

☐ Agent☐ Addressee

B. Received by (Printed Name)

RT 43

C. Date of Delivery

6/8/20

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

Insured Mail
Insured Mail Restricted Delivery
(over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

PREMIER AUTOMOTIVE OF CA, LLC
13631 POWAY ROAD
POWAY CA 92064



9590 9403 0424 5163 3612 44

2. Article Number (Transfer from service label)

7020 0090 0001 3768 4186

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐
- Agent
-
- ☐
- Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☒ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Return Receipt for Merchandise |
| ☐ Collect on Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery Restricted Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery (over \$500) | |

PS Form 3811, April 2015 PSN 7530-02-000-9053

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**PREMIER AUTOMOTIVE MANAGEMENT,
L.L.C.
13040 I-10 SERVICE ROAD
NEW ORLEANS, LA 70128**



9590 9403 0424 5163 3655 18

2. Article Number (Transfer from service label)

7020 0090 0001 3768 4216

PS Form 3811, April 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

PREMIER NISSAN OF SAN JOSE, LLC
1120 W CAPITOL EXPY
SAN JOSE CA 95136



9590 9403 0424 5163 3654 57

2. Article Number (Transfer from service label)

7020 0090 0001 3768 4094

PS Form 3811, April 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Insured Mail☐ Insured Mail Restricted Delivery
(over \$500)☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted
Delivery☐ Return Receipt for
Merchandise☐ Signature Confirmation™☐ Signature Confirmation
Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**PREMIER AUTOMOTIVE OF SEASIDE,
LLC
4 HEITZINGER PLAZA
SEASIDE CA 93955**



9590 9402 4882 9032 7448 16

2. Article Number (Transfer from service label)

7020 0090 0001 3768 4131

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *JS R.H.V.*

☐ Agent

☐ Addressee

B. Received by (Printed Name)

Conter, Chris

C. Date of Delivery

6-13-20

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

PREMIER AUTOMOTIVE OF STEVENS
CREEK, LLC
350 TENTH AVE, SUITE 1000
SAN DIEGO CA 92101



9590 9402 4882 9032 7448 30

2. Article Number (Transfer from service label)

7020 0090 0001 3768 4117

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Eov 19

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

RT 43

C. Date of Delivery

6/8/20

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☒ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Return Receipt for Merchandise |
| ☐ Collect on Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery Restricted Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery (over \$500) | |

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

PREMIER AUTOMOTIVE HCDJ OF
CALIFORNIA, LLC
3460 NAGLEE ROAD
TRACY CA 95304



9590 9403 0424 5163 3654 88

2. Article Number (Transfer from service label)

7020 0090 0001 3768 4230

PS Form 3811, April 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☒ Agent

☐ Addressee

B. Received by (Printed Name)

Najeeb H

C. Date of Delivery

06/12/12

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt