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March 16, 2021

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.tfaforms.net/308>)

Subject: *Carlos Magana Pacheco v. Crash Champions, LLC, et al.*

Dear PAGA Administrator:

This office represents Carlos Magana Pacheco in connection with his claims under the California Labor Code. Mr. Magana Pacheco was an employee of CRASH CHAMPIONS, LLC; PRESTIGE TOO AUTO BODY, LLC; PACIFIC ELITE, LLC; and/or FOUNTAIN VALLEY BODYWORKS, INC. For the purpose of this letter, Mr. Magana Pacheco collectively refers to these entities as "CRASH CHAMPIONS."

The employers may be contacted directly at the addresses below:

CRASH CHAMPIONS, LLC
14330 S. CICERO AVENUE
CRESTWOOD, IL 60418

CRASH CHAMPIONS, LLC
11899 WOODRUFF AVENUE
DOWNEY, CA 90241

PRESTIGE TOO AUTO BODY, LLC
14330 S. CICERO AVENUE
CRESTWOOD, IL 60418

PRESTIGE TOO AUTO BODY, LLC
11899 WOODRUFF AVENUE
DOWNEY, CA 90241

PACIFIC ELITE, LLC
11899 WOODRUFF AVENUE
DOWNEY, CA 90241

FOUNTAIN VALLEY BODYWORKS, INC.
17481 NEWHOPE STREET
FOUNTAIN VALLEY, CA 92708

Mr. Magana Pacheco 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"). Mr. Magana Pacheco seeks relief on behalf of himself, the State of California, and other persons who are or were employed by CRASH CHAMPIONS 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.

CRASH CHAMPIONS employed Mr. Magana Pacheco as a non-exempt, hourly paid Quality Control and/or Production Assistant from approximately July 2017 to October 2020. Mr. Magana Pacheco worked at the 530 Alaska Avenue location of CRASH CHAMPIONS in Torrance, California. He typically worked eight (8) hours or more per day, six (6) days per week, from 8:00 a.m. to 5:00 p.m. At the time his employment ended, Mr. Magana Pacheco was compensated approximately \$15.00 per hour. His job duties included performing quality control inspections prior to releasing customers' vehicles, sweeping the customer car pick-up area, and washing customers' cars.

CRASH CHAMPIONS has committed one or more of the following Labor Code violations against Mr. Magana Pacheco, the facts and theories of which follow, making him an "aggrieved employee" pursuant to California Labor Code section 2699(c):¹

CRASH CHAMPIONS's Company-Wide and Uniform Payroll and HR Practices

CRASH CHAMPIONS, LLC is an Illinois limited liability company. PRESTIGE TOO AUTO BODY, LLC and PACIFIC ELITE, LLC are California limited liability companies, while FOUNTAIN VALLEY BODYWORKS, INC. is a California corporation. Together, they are one of the nation's largest independent vehicle collision repair facilities operating approximately 52 locations nationwide, including at least 25 locations in California. Upon information and belief, CRASH CHAMPIONS maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Crestwood, Illinois, or Downey, California, for all non-exempt, hourly paid employees working for CRASH CHAMPIONS in California, including Mr. Magana Pacheco and other aggrieved employees. At all relevant times, CRASH CHAMPIONS issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Magana Pacheco and other aggrieved employees, regardless of their location or position.

Upon information and belief, CRASH CHAMPIONS maintains a centralized Payroll department at its corporate headquarters in Crestwood, Illinois, or Downey, California, which processes payroll for all non-exempt, hourly paid employees working for CRASH CHAMPIONS in California, including Mr. Magana Pacheco and other aggrieved employees. Further, CRASH CHAMPIONS issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Mr. Magana Pacheco and other aggrieved employees, irrespective of their location, position, or manner in which each employee's employment ended. In other words, CRASH CHAMPIONS utilized the same methods and formulas when calculating wages due to Mr. Magana Pacheco and other aggrieved employees in California.

¹ These facts, theories, and claims are based on Mr. Magana Pacheco's experience and counsel's review of those records currently available relating to Mr. Magana Pacheco'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, Mr. Magana Pacheco reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

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.

CRASH CHAMPIONS willfully failed to pay all overtime wages owed to Mr. Magana Pacheco and other aggrieved employees. During the relevant time period, Mr. Magana Pacheco 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, during the relevant time period, CRASH CHAMPIONS had a company-wide policy and/or practice of discouraging and impeding Mr. Magana Pacheco and other aggrieved employees from recording hours worked that were outside of their scheduled shifts, in order to limit the amount of overtime employees could accrue. On information and belief, this limitation on overtime accrual was based on a company-wide policy of staffing its locations strictly based on the labor hours or labor budget set by corporate. This policy of limiting overtime, coupled with CRASH CHAMPIONS’s understaffing policy and assignment of heavy workloads (*see infra*), led Mr. Magana Pacheco and other aggrieved employees to work off-the-clock before and after their scheduled shift times in order to complete their assigned tasks.

For example, Mr. Magana Pacheco was required to begin performing quality control inspections of customers’ vehicles prior to release, which included examining fluid levels, lighting systems, door and hood latches, and luggage compartments, or sweeping the customer car pick-up area before he was permitted to clock in at his scheduled shift start-time approximately two (2) times per week, tasks which could take up to 30 minutes to complete. Additionally, approximately three (3) times per week, Mr. Magana Pacheco was required to continue performing work duties after he clocked out, because CRASH CHAMPIONS’s managers would require him to respond to his company-issued radio (*see infra*) and ask him to return to prepare customers’ vehicles for release whenever a customer was late for their scheduled pick-up time, which could take up to 30 minutes. CRASH CHAMPIONS failed to track this time spend working before and after scheduled shifts, and Mr. Magana Pacheco and other aggrieved employees received no compensation for this time.

Second, as stated, CRASH CHAMPIONS had, and continues to have, a uniform practice and/or policy of understaffing its locations which resulted in a lack of adequate meal period coverage, because there were too few employees on duty to handle the heavy workload. Because CRASH CHAMPIONS did not employ or staff an adequate number of employees to meet their productivity expectations, which included a target/goal of repairing 30 vehicles per month, there was no one available to relieve employees needing meal period coverage, and Mr. Magana Pacheco and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. For example, Mr. Magana Pacheco would be required to work through his meal periods, typically near the end of each month, in order to keep up

with his work duties and meet this target set by CRASH CHAMPIONS. Furthermore, as mentioned, CRASH CHAMPIONS had a policy and/or practice of requiring that Mr. Magana Pacheco and other aggrieved employees carry a company-issued radio at all times in order to respond to calls from supervisors and management, even during unpaid meal periods. For example, approximately three (3) times per week, CRASH CHAMPIONS's managers in the quality control department would contact Mr. Magana Pacheco by radio during his meal periods. Consequently, Mr. Magana Pacheco and other aggrieved employees were required to work through and/or had their unpaid meal periods interrupted in order to complete their assigned duties and handle customer demand, time for which they were not paid.

Moreover, CRASH CHAMPIONS had a practice of failing to schedule meal periods, which further caused Mr. Magana Pacheco and other aggrieved employees to not be relieved of their duties for compliant meal periods. Also, CRASH CHAMPIONS's company-wide timekeeping system further prevented Mr. Magana Pacheco and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Mr. Magana Pacheco and other aggrieved employees once they clocked out for a meal period and would not permit them to clock back in from a meal before 30 minutes had elapsed. Further, on information and belief, because CRASH CHAMPIONS frowned upon employees accruing meal period penalties, CRASH CHAMPIONS would adjust Mr. Magana Pacheco'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, in order to strictly limit meal penalties that CRASH CHAMPIONS would otherwise owe. Thus, Mr. Magana Pacheco and other aggrieved employees performed work during meal periods and received no compensation for this time.

CRASH CHAMPIONS knew or should have known that, as a result of these company-wide practices and/or policies, Mr. Magana Pacheco 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. Because Mr. Magana Pacheco 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.

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

Specifically, CRASH CHAMPIONS paid Mr. Magana Pacheco and other aggrieved employees nondiscretionary bonuses and/or incentive pay which were listed on Mr. Magana Pacheco's wage statements as "BONUS." On information and belief, this was a nondiscretionary bonus program that employees in certain departments were eligible for if they met a target/goal of vehicles repaired per month. During pay periods that Mr. Magana Pacheco and other aggrieved employees were paid overtime wages, CRASH CHAMPIONS did not incorporate the nondiscretionary bonuses and/or

incentive pay into Mr. Magana Pacheco's and other aggrieved employees' regular rate of pay and, as result, paid them at incorrect and lower rates of pay for overtime hours worked. Specifically, CRASH CHAMPIONS paid Mr. Magana Pacheco and other aggrieved employees 1.5 times their hourly rate of pay instead of 1.5 times their regular rate of pay. CRASH CHAMPIONS's failure to properly calculate the overtime rates of pay based on all remuneration paid has resulted in an underpayment of overtime wages to Mr. Magana Pacheco and other aggrieved employees on a company-wide basis.

CRASH CHAMPIONS's failure to pay Mr. Magana Pacheco 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. Mr. Magana Pacheco 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. 4 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, § 11090(2)(H) (defining "Hours Worked").

As stated above, due to CRASH CHAMPIONS's restrictions on overtime accrual, CRASH CHAMPIONS systematically failed to record all hours worked and Mr. Magana Pacheco and other aggrieved employees were forced to work off-the-clock before and/or after their scheduled shifts to complete their assigned duties, such as completing quality control inspections of customers' vehicles prior to release, sweeping the customer vehicle pick-up area, and/or responding to radio calls.

Additionally, as set forth above, due to CRASH CHAMPIONS's uniform practices of understaffing, assignment of heavy workloads, failure to schedule meal periods, requirement to carry radios at all times, and subsequent lack of meal period coverage, Mr. Magana Pacheco and other aggrieved employees were forced to forego meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during meal periods. Moreover, CRASH CHAMPIONS's timekeeping system did not permit Mr. Magana Pacheco and other aggrieved employees to clock back in early when their meal periods were interrupted or cut short. Additionally, as stated, in order to prevent employees from accruing meal period penalties, upon information and belief, CRASH CHAMPIONS's management adjusted employee time records and/or pressured employees to clock out for meal periods to reflect compliant meal periods, but required them to continue working. Thus, CRASH CHAMPIONS systematically failed to pay Mr. Magana Pacheco and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

Moreover, CRASH CHAMPIONS maintained and implemented a company-wide policy of requiring 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, CRASH CHAMPIONS 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. CRASH CHAMPIONS gave other aggrieved employees strict instructions to obtain drug testing and/or physical examinations, and other aggrieved employees underwent the testing and/or examinations for the sole benefit of CRASH CHAMPIONS. Other aggrieved employees were required to travel in their own personal vehicles or obtain alternate transportation and spend time undergoing CRASH CHAMPIONS's mandatory drug tests and/or physical examinations. However, CRASH CHAMPIONS did not compensate other aggrieved employees for the time they spent traveling to and from the medical facilities and undergoing the mandatory drug testing and/or physical examinations.

Thus, CRASH CHAMPIONS did not pay minimum wages for all hours worked by Mr. Magana Pacheco and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, CRASH CHAMPIONS 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, CRASH CHAMPIONS regularly failed to pay at least minimum wages to Mr. Magana Pacheco 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. Mr. Magana Pacheco 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 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, CRASH CHAMPIONS had, and continues to have, a company-wide policy and/or practice of understaffing, while simultaneously assigning heavy workloads and failing to schedule meal periods, which resulted in a lack of meal period coverage and prevented Mr. Magana Pacheco and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. Moreover, as stated above, CRASH CHAMPIONS's requirement that employees carry radios at all times prevented Mr. Magana Pacheco and other aggrieved employees from taking compliant meal periods. As a result, Mr. Magana Pacheco and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods.

As also stated, CRASH CHAMPIONS implemented a timekeeping system that locked out Mr. Magana Pacheco and other aggrieved employees and prevented them from clocking in early before the end of their meal period. As a result of CRASH CHAMPIONS's timekeeping system, Mr. Magana Pacheco and other aggrieved employees were prevented from accurately recording meal period start and stop times on days when they had meal periods that were cut short and/or interrupted. Additionally, as stated, on information and belief, CRASH CHAMPIONS's management would adjust Mr. Magana Pacheco'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 CRASH CHAMPIONS.

Moreover, CRASH CHAMPIONS did not provide Mr. Magana Pacheco and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. For example, Mr. Magana Pacheco would work shifts in excess of ten (10) hours per day, but was not provided second meal periods during these shifts. Mr. Magana Pacheco 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.

As a result of CRASH CHAMPIONS's practices and/or policies, Mr. Magana Pacheco 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, Mr. Magana Pacheco would be required to work through his meal periods, typically near the end of each month, in order to keep up with his work duties and meet CRASH CHAMPIONS's target/goal of repairing 30 vehicles per month. As a further example, approximately once per week, Mr. Magana Pacheco was required to take his meal periods late after having worked in excess of five (5) hours or more into his shift, due to the heavy workload and lack of meal period coverage. Moreover, Mr. Magana Pacheco's meal periods were frequently interrupted by CRASH CHAMPIONS's supervisors via radio to discuss work-related matters.

At all times mentioned herein, CRASH CHAMPIONS knew or should have known that as a result of its policies, Mr. Magana Pacheco and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. CRASH CHAMPIONS further knew or should have known that it did not pay Mr. Magana Pacheco and other aggrieved employees meal period premiums when meal periods were late, interrupted, shortened, or missed.

Furthermore, CRASH CHAMPIONS engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Mr. Magana Pacheco and other aggrieved employees have not received premium pay for missed, late, and interrupted meal periods. Alternatively, to the extent that CRASH CHAMPIONS did pay Mr. Magana Pacheco and other aggrieved employees for missed, late, and interrupted meal periods, CRASH CHAMPIONS did not pay Mr. Magana Pacheco and other aggrieved employees at the correct rate of pay for premiums because CRASH CHAMPIONS systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, CRASH CHAMPIONS failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Magana Pacheco 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 sections 226.7, 516, and 1198 and the applicable IWC Wage Order require employers to provide 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. 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).

During the relevant time period, CRASH CHAMPIONS regularly failed to authorize and permit Mr. Magana Pacheco and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, CRASH CHAMPIONS's policies and/or practices of understaffing, assignment of heavy workloads, and requirement that employees carry radios at all times prevented Mr. Magana Pacheco and other aggrieved employees from being relieved of all duty in order to take compliant rest periods. CRASH CHAMPIONS also failed to schedule rest periods, which, coupled with CRASH CHAMPIONS's failure to provide adequate rest period coverage, further led to Mr. Magana Pacheco and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, CRASH CHAMPIONS maintained and implemented a written on-premises rest period policy, which mandated that Mr. Magana Pacheco and other aggrieved employees remain on the work premises during their rest periods. Specifically, the non-compliant policy states that employees were "required to remain on the work premises" during rest periods. Because Mr. Magana Pacheco and other aggrieved employees were restricted from leaving the work premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, CRASH CHAMPIONS's company-wide on-premises rest period policy prevented Mr. Magana Pacheco and 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 CRASH CHAMPIONS's practices and policies, Mr. Magana Pacheco 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. For example, when Mr. Magana Pacheco would miss his rest periods at least twice per week in order to complete all of the work-related duties CRASH CHAMPIONS assigned to him and would have his rest periods interrupted by radio requests from his supervisors.

CRASH CHAMPIONS 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, Mr. Magana Pacheco and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that CRASH CHAMPIONS did pay Mr. Magana Pacheco and other aggrieved employees one (1) additional hour of premium pay for missed rest periods, CRASH CHAMPIONS did not pay Mr. Magana Pacheco and other aggrieved employees at the correct rate of pay for premiums because CRASH CHAMPIONS failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, CRASH CHAMPIONS failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Magana Pacheco 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. CRASH CHAMPIONS has not provided Mr. Magana Pacheco 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, CRASH CHAMPIONS has knowingly and intentionally provided Mr. Magana Pacheco and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, CRASH CHAMPIONS issued uniform wage statements to Mr. Magana Pacheco and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; the 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, CRASH CHAMPIONS violated sections 226(a)(1), 226(a)(2), 226(a)(5), 226(a)(8), and 226(a)(9).

Because CRASH CHAMPIONS did not record the time Mr. Magana Pacheco and other aggrieved employees spent working off-the-clock and during deducted time from their meal periods that were missed and/or interrupted (and therefore time for which they should have been paid), CRASH CHAMPIONS did not list the correct amount of gross wages and net wages earned by Mr. Magana Pacheco and other aggrieved employees, in compliance with section 226(a)(1) and 226(a)(5), respectively. For the same reason, CRASH CHAMPIONS failed to accurately list the total number of the hours worked by Mr. Magana Pacheco 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).

Furthermore, because CRASH CHAMPIONS did not calculate Mr. Magana Pacheco's and other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages, CRASH

CHAMPIONS did not list the correct amount of gross wages earned by Mr. Magana Pacheco and other aggrieved employees in compliance with section 226(a)(1) and did not list the correct amount of net wages earned by Mr. Magana Pacheco and other aggrieved employees in violation of section 226(a)(5). CRASH CHAMPIONS 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 premiums, in violation of section 226(a)(9).

Third and separate from these violations, CRASH CHAMPIONS issued uniform wage statements to Mr. Magana Pacheco and other aggrieved employees that failed to correctly list the address of the legal entity of the actual employer in violation of 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, to obtain unemployment benefits, etc. Mr. Magana Pacheco's and other aggrieved employees' wage statements incorrectly list the employer's address as "530 ALASKA AVE, TORRANCE, CA 90503," but according to the California Secretary of State's website, none of the CRASH CHAMPIONS entities are listed as having this address. *See wage statement excerpt below.*

Company: 0P828 - PRESTIGE TOO AUTO BODY INC			
Pay Date: 03/27/2020			Emp #: [REDACTED]
Period Start: 03/15/2020	530 ALASKA AVE		Dept: 150 - SHOP
Period End: 03/21/2020	TORRANCE, CA 90503	(562) 622-1832	Pay Basis: Hourly

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 name of the legal entity that is the employer; 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), CRASH CHAMPIONS willfully failed to maintain accurate payroll records for Mr. Magana Pacheco 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, CRASH CHAMPIONS failed, on a company-wide basis, to keep accurate records of work period and meal period start and stop times for Mr. Magana Pacheco and other aggrieved employees, in violation of section 1198. Also, as stated, CRASH CHAMPIONS engaged in a company-wide practice and/or policy of falsifying Mr. Magana Pacheco's and other aggrieved employees' time records by 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 Mr. Magana Pacheco and other aggrieved employees. Furthermore, in light of CRASH CHAMPIONS's failure to provide Mr. Magana Pacheco and other aggrieved employees with second 30-minute meal periods to which they were entitled, CRASH CHAMPIONS kept no records of meal start and end times for second meal periods.

Because CRASH CHAMPIONS failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. Magana Pacheco 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, Mr. Magana Pacheco 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.

Mr. Magana Pacheco 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, CRASH CHAMPIONS failed to pay Mr. Magana Pacheco and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within any time period specified by California Labor Code section 204.

Mr. Magana Pacheco 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.

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

Mr. Magana Pacheco 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, on information and belief, CRASH CHAMPIONS required other aggrieved employees to release their claims for meal and/or rest period violations, as well as their claims for uncompensated hours worked, as a condition to receiving their paychecks. For example, prior to receiving their final paychecks, CRASH CHAMPIONS required other aggrieved employees to sign verifications stating they had been provided all meal and rest periods, regardless of if they were actually provided with a compliant meal period or permitted or authorized to take a compliant rest period, and that they had not performed any work off-the-clock or worked any unauthorized overtime. CRASH CHAMPIONS compelled other aggrieved employees to sign these false verifications when they, in fact, were not provided all meal or rest periods and/or had not been able to accurately record all of the hours they had worked.

CRASH CHAMPIONS's policy and practice of requiring other aggrieved employees to release their claims for meal or rest period violations and/or uncompensated hours worked, 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 § 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, CRASH CHAMPIONS implemented, on a company-wide basis, an employer-imposed requirement that other aggrieved employees undergo mandatory drug testing and/or physical examinations, but required them to do so at their own expense. As stated, CRASH CHAMPIONS had a company-wide policy requiring that all employees travel to a specified medical facility on their own time to undergo drug testing and/or physical examinations. At all times, CRASH CHAMPIONS was in control of scheduling the date and time for the testing and/or physical examinations, selecting the provider/facility where the testing and/or physical examinations were to take place, and determining the scope of the testing and/or physical examinations.

However, CRASH CHAMPIONS 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. CRASH CHAMPIONS's policy and/or practice of not paying for all costs other aggrieved employees incurred obtaining mandatory drug testing and/or physical examinations 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 § 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, IWC Wage Order 9-2001, 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, CRASH CHAMPIONS had a company-wide policy of requiring Mr. Magana Pacheco and other aggrieved employees to utilize their own personal cellular phones and/or cellular data to carry out their job duties, but CRASH CHAMPIONS failed to reimburse them for the costs of their work-related cellular phone expenses. For example, Mr. Magana Pacheco and other aggrieved employees were required to use their personal cellular phones for work-related tasks, including downloading/installing and utilizing the mobile phone application "CCC ONE Repair Facility" to upload photos of vehicles that were ready to be picked up by customers. As an additional example, other aggrieved employees were required to use their personal cellular phones to take and send photos of automotive parts they were instructed to pick up from vendors to their supervisors. Although CRASH CHAMPIONS required Mr. Magana Pacheco and other aggrieved employees to utilize their personal cellular phones to carry out their work-related duties, CRASH CHAMPIONS failed to reimburse them for this cost.

Second, as stated, CRASH CHAMPIONS had a company-wide policy of requiring other aggrieved employees to travel to medical facilities on their own time and using their personal vehicles or alternate transportation to obtain mandatory drug testing and/or physical examinations, but did not reimburse them for their travel expenses, including mileage. At all times, CRASH CHAMPIONS

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. Although CRASH CHAMPIONS required other aggrieved employees to use their own vehicles or obtain alternate transportation to undergo drug testing and/or physical examinations, CRASH CHAMPIONS never reimbursed them for their travel expenses.

Third, during the relevant time period, CRASH CHAMPIONS required Mr. Magana Pacheco and other aggrieved employees to wear uniforms bearing the company logo, including uniform t-shirts and polo shirts. CRASH CHAMPIONS's written dress code policy states that "upon issue, company uniforms become the responsibility of the employee for maintenance and care." Furthermore, CRASH CHAMPIONS did not provide their employees with a sufficient number of uniforms to wear for their shifts throughout the week. For example, CRASH CHAMPIONS only provided Mr. Magana Pacheco with only two (2) shirts during his employment. Because CRASH CHAMPIONS failed to provide Mr. Magana Pacheco and other aggrieved employees with an adequate number of uniform items in relation to their scheduled shifts and for the tasks they were required to perform, Mr. Magana Pacheco and other aggrieved employees were forced to wash their uniforms more frequently than they otherwise do laundry, and incur expenses in doing so. For example, due to the nature of their work, Mr. Magana Pacheco's and other aggrieved employees' uniforms would become sweaty, soiled, stained with grease and other vehicle fluids, and/or acquire an unpleasant odor such that they were unable to mix these clothes in with other laundry. As a result, they had to wash their uniform items separately from their other clothing items, thus incurring additional laundry expenses for the upkeep of their uniforms.

CRASH CHAMPIONS could have provided Mr. Magana Pacheco and other aggrieved employees with the actual tools for use on the job, such as company phones and company vehicles to be used for fulfilling work-related tasks, as well as an adequate number of uniforms or access to laundering services. Or, CRASH CHAMPIONS could have reimbursed employees for the costs of their cellular phone, mileage, travel, and laundering expenses or provided a uniform maintenance allowance. Instead, CRASH CHAMPIONS passed these operating costs off onto Mr. Magana Pacheco and other aggrieved employees. At all relevant times, Mr. Magana Pacheco did not earn at least two (2) times the minimum wage.

Thus, CRASH CHAMPIONS 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. Mr. Magana Pacheco 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).

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."

CRASH CHAMPIONS, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Magana Pacheco's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Mr. Magana Pacheco seeks the remedies set forth in Labor Code section 558 for himself, 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, Mr. Magana Pacheco, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other aggrieved employees, and the State of California against CRASH CHAMPIONS for violations of California Labor Code sections 201, 202, 203, 204, 206.5, 222.5, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

Therefore, on behalf of all aggrieved employees, Mr. Magana Pacheco 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 Mr. Magana Pacheco's reasonable attempt to settle his dispute with CRASH CHAMPIONS prior to litigation. Pursuant to *Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to inform CRASH CHAMPIONS of Mr. Magana Pacheco's aforementioned grievances and the proposed remedies as detailed below, while affording CRASH CHAMPIONS a reasonable opportunity to satisfy Mr. Magana Pacheco's demands.

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

1. CRASH CHAMPIONS shall pay Mr. Magana Pacheco and all other aggrieved employees employed by CRASH CHAMPIONS at any time during the past three years from the date of this notice unpaid wages and compensation for the above-referenced violations.
2. CRASH CHAMPIONS 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. CRASH CHAMPIONS shall conduct a survey or interview all current and former aggrieved employees in California who worked for CRASH CHAMPIONS 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, cellular phone expenses, travel expenses, mileage, and uniform maintenance or laundering costs, or other expenditures in the discharge of their duties, with the investigation to be completed within 60 days.
4. CRASH CHAMPIONS 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. CRASH CHAMPIONS 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. CRASH CHAMPIONS shall reimburse those aggrieved employees who were required to pay for any business expenses incurred for CRASH CHAMPIONS's benefit, including, but not limited to, mandatory drug tests, cellular phone expenses, travel, mileage, uniform maintenance and/or laundering costs, or other expenditures, as required by Labor Code sections 222.5 and 2802.
6. CRASH CHAMPIONS shall pay accrued legal interest to all aggrieved employees at the rate of 10% per annum for said unpaid wages.
7. CRASH CHAMPIONS shall provide Mr. Magana Pacheco and all aggrieved employees employed by CRASH CHAMPIONS 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).
8. CRASH CHAMPIONS 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.
9. CRASH CHAMPIONS 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. CRASH CHAMPIONS 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, 226.3, 256, 558, 1174.5, 1197.1, and 2699, and Wage Order No. 9-2001, 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:

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

Best Regards,



Alexander Lima

Copy: CRASH CHAMPIONS, LLC (via U.S. Certified Mail); PRESTIGE TOO AUTO BODY, LLC (via U.S. Certified Mail); PACIFIC ELITE, LLC (via U.S. Certified Mail); FOUNTAIN VALLEY BODYWORKS, INC. (via U.S. Certified Mail)



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

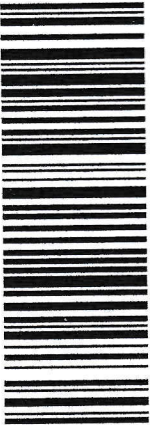
3. Service Type

- ☐ 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

CERTIFIED MAIL®



7020 1290 0001 8879 0299

PACIFIC ELITE, LLC
11899 WOODRUFF AVENUE
DOWNEY, CA 90241

one
LAW APC
1000
Park East, Ste 1000
Downey, CA 90067

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

PACIFIC ELITE, LLC
Street and Apt. No., or PO Box No.
11899 WOODRUFF AVENUE
City, State, ZIP+4®
DOWNEY, CA 90241

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

See Reverse for Instructions

Postmark
Here

Magana v. Pacific
Elite, LLC

CERTIFIED MAIL®



7020 1290 0001 8879 0282

one
LAW APC
1000
Park East, Ste 1000
Fountain Valley, CA 90067

FOUNTAIN VALLEY BODYWORKS, INC.
17481 NEWHOPE STREET
FOUNTAIN VALLEY, CA 92708



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:

FOUNTAIN VALLEY BODYWORKS, INC.
17481 NEWHOPE STREET
FOUNTAIN VALLEY, CA 92708



9590 9402 1512 5362 2710 18

2. Article Number (Transfer from service label)

7020 1290 0001 8879 0282

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

FOUNTAIN VALLEY BODYWORKS, INC.

Street and Apt. No.

17481 NEWHOPE STREET

City, State, ZIP+4®

FOUNTAIN VALLEY, CA 92708

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

See Reverse for Instructions

Postmark
Here

Magana v. Fountain
Valley Bodyworks,
Inc.

7020 1290 0001 8879 0282