

Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Helene Mayer (SBN 332975)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – POMONA COURTHOUSE**

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

Plaintiff,

vs.

WEST COVINA NISSAN, an unknown
business entity; WEST COVINA
MOTOR GROUP, LLC, a California
limited liability company; TROPHY
AUTOMOTIVE DEALER GROUP,
LLS; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 21PSCV00552

Honorable Salvatore Sirna
Department G

**DECLARATION OF HELENE MAYER IN
SUPPORT OF PLAINTIFF'S MOTION FOR
APPROVAL OF PRIVATE ATTORNEYS
GENERAL ACT SETTLEMENT AGREEMENT
AND RELEASE, AWARD OF ATTORNEYS'
FEES AND COSTS, GENERAL RELEASE FEE,
AND SETTLEMENT ADMINISTRATION
COSTS**

[Notice of Motion and Motion for Approval of
Private Attorneys General Act Settlement
Agreement and Release, Award of Attorneys' Fees
and Costs, General Release Fee, and Settlement
Administration Costs; and [Proposed] Order and
Judgment filed concurrently herewith]

Reservation ID: 413515323200
Date: November 20, 2024
Time: 8:30 a.m.
Department: G

Complaint Filed: July 6, 2021
FAC Filed: August 20, 2024
Trial Date: None Set

DECLARATION OF HELENE MAYER

I, Helene Mayer, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Malik Crawford (“Plaintiff”). The facts set forth in this declaration are within my personal knowledge or based on information and belief and, if called as a witness, I could and would competently testify thereto.

**EXPERIENCE AND ADEQUACY OF
LAWYERS *for* JUSTICE, PC**

2. Since October 2008, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, the firm is the attorney of record in over a dozen employment-related putative class actions in both state and federal courts in the State of California. The firm is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. Lawyers *for* Justice, PC has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California. Below is a summary of the experience and qualifications of the attorneys at Lawyers *for* Justice, PC who most recently and primarily have been responsible for the representation of Plaintiff in connection with the resolution of the above-captioned matter. Additional attorney and non-attorney staff have also worked on the above-captioned matter.

3. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers for Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior

1 Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA
2 Extension Program. During the summer of 2000, he studied Legal Writing at Harvard
3 University. From approximately September 2002 to approximately December 2002, he served
4 as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United States Court of
5 Appeals for the Ninth Circuit. From approximately June 2002 to approximately August 2002,
6 he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of
7 Appeal for the Second Appellate District. In December of 2004, he obtained a license to practice
8 law from the California State Bar. Since in or around October of 2008, through his work at
9 Lawyers *for* Justice, PC, he has almost exclusively focused on the prosecution of consumer and
10 employment class actions, involving wage-and-hour claims, race discrimination, unfair business
11 practices, or consumer fraud. While employed by Lawyers *for* Justice PC, he has argued over
12 one hundred (100) motions, taken or defended over one hundred fifty (150) depositions,
13 prepared dozens of expert witnesses for deposition or trial, and attended over one hundred
14 seventy-five (175) mediations. Together with other attorneys at the firm, and in many cases in
15 conjunction with co-counsel, he has successfully litigated cases involving the executive,
16 administrative, and other overtime exemptions to the State of California and federal overtime
17 compensation requirements. Under his supervision, Lawyers *for* Justice, PC has successfully
18 obtained class certification by contested motion practice in approximately fifteen (15) cases in
19 the last decade and litigated over 1,000 class action or representative action cases.

20 4. Arby Aiwarzian is a Member and Shareholder of Lawyers *for* Justice, PC. He
21 received his Bachelor of Arts degree from University of California, Los Angeles and graduated
22 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School.
23 From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to
24 the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate
25 District. From approximately August 2008 to approximately December 2008 he served as a
26 Judicial Extern to the Honorable Kim McLane Wardlaw of the United State Court of Appeals
27 for the Ninth Circuit. He was admitted to practice law in California in 2010. He is admitted to
28 practice before all courts of the State of California and all United States District Courts in the

State of California. He has worked on many wage-and-hour class action and representative action cases, taking the lead in taking and defending depositions, arguing motions, and attending mediations. He has played an integral role in preparing matters for class certification, including and not limited to, successful certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No. RG13680477). He has worked on over one hundred (100) class action or representative action cases which have resulted in settlement, including, and not limited to those listed in paragraph 7 herein.

5. Joanna Ghosh is a Senior Member of Lawyers for Justice, PC. She received a Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of Science degree from the London School of Economics in 2007, and a Juris Doctor degree from Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010) and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme Court. She has taken and defended dozens of depositions and successfully handled motion practice in class action cases regarding discovery (including and not limited to, regarding class contact information), class certification (both contested class certification and stipulated class certification), arbitration agreements, coordination, and intervention. She has successfully handled briefing and oral argument on appeal, and obtained notable decisions regarding the Private Attorneys General Act (“PAGA”) and employer efforts to compel arbitration of PAGA claims, e.g., *Roberto Betancourt v. Prudential Overall Supply* (Cal., May 24, 2017) 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court* 8 Cal.5th175 (2019). She also has extensive experience with class action and/or representative action settlements. Under her, Edwin Aiwazian, and Arby Aiwazian’s supervision, the firm has handled the class certification and court approval process for hundreds of class action and/or representative action matters that have successfully resolved. She is a member of the California Employment Lawyers Association.

6. I am a Member of Lawyers *for* Justice, PC. I received my Bachelor of Arts degree from University of San Diego in 2017, and I earned my Juris Doctor degree from University of San Diego School of Law in 2020. I was admitted to practice law in California in 2021. I am admitted to practice before all courts of the State of California and all U.S. Federal District Courts in the State of California. I have worked on wage-and-hour class action and PAGA representative cases, and my work has included, *inter alia*, researching and drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement agreements, and making court appearances. Prior to working at Lawyers *for* Justice, PC, I worked at law firms focused primarily on family law matters, including, *inter alia*, representing clients in divorce, parentage, child custody, and domestic violence restraining order proceedings, researching and drafting pleadings, negotiating and finalizing marital settlement agreements, engaging in motion practice, and making court appearances.

EXAMPLES OF RESULTS IN REPRESENTATIVE AND CLASS ACTION CASES

7. What follows are just a few examples of the type of results Lawyers *for* Justice, PC (“LFJ”) has achieved on behalf of its clients:

a) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a major property management company involving allegations of misclassification of various “manager” positions. On September 20, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC400414.

b) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of household items involving allegations of misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC413498.

c) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national property management company involving allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court

1 granted final approval of the class action settlement. The Los Angeles County Superior Court
2 Case Number is BC430918.

3 d) LFI, in association with co-counsel therein, represented the plaintiffs in a
4 wage-and-hour class action against a national retailer involving allegations of misclassification
5 of the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class
6 certification. On August 26, 2013, the court granted final approval of the class action settlement.
7 The Los Angeles County Superior Court Case Number is BC424012.

8 e) LFI, in association with co-counsel therein, represented the plaintiff in a
9 wage-and-hour class and PAGA representative action against a bank, involving allegations of
10 misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court
11 granted final approval of the class and PAGA representative action settlement. The Kern County
12 Superior Court Case Number is S-1500-CV-273194-LHB.

13 f) LFI, in association with co-counsel therein, represented the plaintiff in a
14 wage-and-hour class and PAGA representative action against a national wholesale distributor
15 of plumbing and builder supplies, involving allegations of misclassification of multiple salaried
16 “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA
17 representative action settlement. The Sacramento County Superior Court Case Number is 34-
18 2012-00136285.

19 g) LFI, in association with co-counsel therein, represented the plaintiff in a
20 wage-and-hour class action against a multinational corporation that provides global workplace
21 solutions, involving allegations of misclassification of the “Operations Manager” position. On
22 September 16, 2014, the court granted plaintiff’s motion for class certification. The Los Angeles
23 County Superior Court Case Number is BC478769.

24 h) LFI, in association with co-counsel therein, represented the plaintiff in a
25 wage-and-hour class and PAGA representative action against a national retailer of household
26 items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted
27 final approval of the class and PAGA representative action settlement. The San Francisco
28 County Superior Court Case Number is CGC-13-532344.

i) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA action involving allegations of misclassification of the salaried residential “Property Manager” position. On September 17, 2015, the court granted plaintiff’s motion for class certification. On October 20, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC474784.

j) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a national retailer of upscale hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council Coordination Proceeding Number is 4794.

k) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of apparel and fashion accessories, on behalf of non-exempt employees. On August 5, 2016, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC488069.

l) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of apparel, accessories, and home products, involving allegations of misclassification of the “Department Manager” position. On August 12, 2016, the court granted the plaintiffs’ motion for class certification in part and certified a class. On August 6, 2019, the court granted final approval of the class action settlement. The Alameda County Superior Court Case Number is RG13680477.

m) LFJ represented the plaintiff in a PAGA representative action against a real estate and property management company, on behalf of non-exempt employees. On November 4, 2016, the court granted approval of the PAGA representative action settlement. The Orange County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

n) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a full-service bank, on behalf of

1 non-exempt employees. On November 18, 2016, the court granted final approval of the class
2 and PAGA representative action settlement. The San Francisco County Superior Court Case
3 Number is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

4 o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
5 representative action against a foodservice distributor, on behalf of non-exempt employees. On
6 January 26, 2017, the court granted final approval of the class and PAGA representative action
7 settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

8 p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative
9 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to
10 the employer's motion to compel arbitration, which resulted in a published opinion by the
11 California Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall*
12 *Supply* (Cal. App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S.
13 Supreme Court Docket No. 17-254). The Riverside County Superior Court Case Numbers are
14 RIC1503952 and RICJCCP5046, and the Judicial Council Coordination Proceeding Number is
15 5046.

16 q) LFJ, in association with co-counsel therein, represented the plaintiffs in a
17 wage-and-hour class and PAGA representative action against a consumer packaging company,
18 on behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the
19 class and PAGA representative action settlement. The Los Angeles County Superior Court Case
20 Number is BC590429.

21 r) LFJ, in association with co-counsel therein, represented the plaintiffs in a
22 wage-and-hour class and PAGA representative action against a manufacturer of food service
23 industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final
24 approval of the class and PAGA representative action settlement. The Orange County Superior
25 Court Case Number is 30-2015-00810013-CU-OE-CXC.

26 s) LFJ in association with co-counsel therein, represented the plaintiffs in a
27 wage-and-hour class and PAGA representative action against a lumber and hardware company
28 on behalf of non-exempt employees. On April 26, 2017, the court granted final approval of the

1 class and PAGA representative action settlement. The Orange County Superior Court Case
2 Number is 30-2014-00747750-CU-OE-CXC.

3 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA
4 representative action against a property management company, on behalf of non-exempt
5 employees. On June 14, 2017, the court granted final approval of the class and PAGA
6 representative action settlement. The Los Angeles County Superior Court Case Number is
7 BC586234.

8 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
9 representative action against a food company on behalf of non-exempt employees. On June 30,
10 2017, the court granted final approval of the class and PAGA representative action settlement.
11 The Sacramento County Superior Court Case Number is 34-2015-00175871.

12 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
13 representative action against a chocolate company on behalf of non-exempt employees. On July
14 19, 2017, the court granted final approval of the class and PAGA representative action
15 settlement. The Alameda County Superior Court Case Number is RG15764300.

16 w) LFJ represented the plaintiff in a PAGA representative action, against the
17 parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On
18 October 18, 2017, the court granted approval of the PAGA representative action settlement. The
19 Los Angeles County Superior Court Case Number is BC569664.

20 x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
21 representative action against a manufacturer of plastic containers on behalf of non-exempt
22 employees. On October 31, 2017, the court granted final approval of the class and PAGA
23 representative action settlement. The Los Angeles County Superior Court Case Number is
24 BC577233.

25 y) LFJ, in association with co-counsel therein, represented the plaintiffs in a
26 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
27 employees. On December 11, 2017, the court granted final approval of the class and PAGA
28 representative action settlement. The Los Angeles County Superior Court Case Number is

1 BC569646.

2 z) LFJ, in association with co-counsel therein, represented the plaintiffs in a
3 wage-and-hour class and PAGA representative action against a property management company
4 on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court granted final
5 approval of the class and PAGA representative action settlement. The Los Angeles County
6 Superior Court Case Number is JCCP4819 and the Judicial Council Coordination Proceeding
7 Number is 4819.

8 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a
9 wage-and-hour class and representative action against a global provider of flexible office space
10 solutions. On February 15, 2018, the court entered an order granting final approval of the class
11 and PAGA representative action settlement. The Los Angeles County Superior Court Case
12 Number is BC498401.

13 bb) LFJ, in association with co-counsel therein, represents the plaintiff in a
14 wage-and-hour class action against a container manufacturer, on behalf of non-exempt
15 employees. On October 15, 2018, the court granted the plaintiff's motion for class certification.
16 The Tulare County Superior Court Case Number is VCU264528.

17 cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
18 representative action against a behavioral health service provider on behalf of non-exempt
19 employees. On November 13, 2018, the court granted final approval of the class and PAGA
20 representative action settlement. The Alameda County Superior Court Case Number is
21 RG16811450.

22 dd) LFJ, in association with co-counsel therein, represented the plaintiff in a
23 PAGA representative action against a global provider of products and services to the energy
24 industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the
25 court granted approval of the PAGA representative action settlement. The Kern County
26 Superior Court Case Number is S-1500-CV-280215-SDC.

27 ee) LFJ, in association with co-counsel therein, represents the plaintiff in a
28 wage-and-hour class action against a parking company on behalf of non-exempt employees. On

September 3, 2019, the court granted the plaintiff's motion for class certification and certified a class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial Council Coordination Proceeding Number is 4886.

ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt employees. On September 27, 2019, the court granted the plaintiffs' motion for class certification in part and certified a class. The Alameda County Superior Court Case Number is RG15757606 and the Judicial Council Coordination Proceeding Number is 4921.

gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a national retailer of apparel and fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the court granted final approval of the class and PAGA representative action settlement. The Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

hh) LFJ, in association with co-counsel therein, represents the plaintiff in a wage-and-hour class and PAGA representative action against a medical equipment supplier on behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion for class certification and certified a class. The San Bernardino County Superior Court Case Number is CIVDS1505744.

ii) LFJ, in association with co-counsel therein, on behalf of the plaintiff and respondent in a PAGA representative action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a notable decision from the California Supreme Court clarifying the law regarding PAGA claims, *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted approval of the PAGA representative action settlement. The San Diego County Superior Court Case Number is 37-2016-00005578-CU-OE-CTL.

jj) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a large national drug testing

laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the plaintiff's motion for class certification and certified a class. On October 28, 2022, the court granted final approval of the class and PAGA representative action settlement. The San Diego County Superior Court Case Number is 37-2018-00019611-CU-OE-CTL.

kk) LFJ, in association with co-counsel therein, represents the plaintiffs in a wage-and-hour class and PAGA representative action against a national retailer of sportswear, footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the court granted in part the plaintiff's motion for class certification and certified a class. The Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the Judicial Council Coordination Proceeding Number is 4930.

ll) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a plastic packaging company on behalf of non-exempt employees. On June 8, 2020, the court granted in part the plaintiffs' motion for class certification and certified a class. On November 8, 2021, the court granted approval of the partial settlement of the action. On April 22, 2024, the court granted approval of the PAGA settlement and entered an order dismissing the action. The San Bernardino County Superior Court Case Number is CIVDS1507361.

mm) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against manufacturer and supplier of power products and services on behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion for class certification and certified a class. On August 27, 2021, the court granted final approval of the class action settlement. The San Diego County Superior Court Case Number is 37-2015-00025968-CU-OE-CTL.

nn) LFJ represents the plaintiff in a wage-and-hour class action against a nutritional products manufacturer on behalf of non-exempt production line employees. On December 13, 2021, the court granted the plaintiff's motion for class certification in part and certified a class. On January 16, 2024, the court granted final approval of the class and PAGA representative action settlement. The Solano County Superior Court Case Number is

1 FCS051001.

2 oo) LFJ represents the plaintiffs in a wage-and-hour class action against a
3 manufacturer and distributor of commercial dish and glass cleaning machines and supplies for
4 the restaurant and hospitality industries, on behalf of hourly-paid or non-exempt employees. On
5 July 13, 2023, the court granted the plaintiffs' motion for class certification and certified a
6 class. The Los Angeles County Superior Court Case Number is BC707670.

7 pp) LFJ represents the plaintiffs in a wage-and-hour class action against a
8 chain of restaurants on behalf of non-exempt employees. On July 22, 2024, the court granted in
9 part the plaintiffs' motion for class certification and certified a class. The San Francisco Superior
10 Court Case Number is CGC-20-582809.

11 **THE SETTLEMENT REACHED IN THE ACTION**

12 8. Marked and attached hereto as "**EXHIBIT 1**" is the Private Attorneys General
13 Act Settlement Agreement and Release ("Settlement," "Agreement," or "Settlement
14 Agreement"), entered into between Plaintiff Malik Crawford ("Plaintiff") for himself and on
15 behalf of the State of California with respect to Aggrieved Employees pursuant to the Private
16 Attorneys General Act, and West Covina Motor Group, LLC (d.b.a. West Covina Nissan) and
17 Trophy Automotive Dealer Group, LLC (collectively "Defendants"). Plaintiff and Defendants
18 (together, the "Parties") have also drafted and agreed to the form and content of the proposed
19 informational cover letter ("Cover Letter") for mailing to Aggrieved Employees when
20 Individual Settlement Shares are distributed to them, in substantially the form attached as
21 "**EXHIBIT A**" to the [Proposed] Order and Judgment Granting Approval of Private Attorneys
22 General Act Settlement Agreement and Release, Award of Attorneys' Fees and Costs, General
23 Release Fee, and Settlement Administration Costs. The Court is respectfully requested to
24 approve the proposed Cover Letter.

25 9. The Aggrieved Employees covered by the Settlement consist of the following
26 individuals: all individuals who are or were employed by West Covina Motor Group, LLC,
27 d.b.a. West Covina Nissan, and worked as current and former hourly paid or non-exempt
28 employees at any time during the PAGA Period ("Aggrieved Employees"). The "PAGA

Period” means the period between April 29, 2020, through the date the court enters its Order approving this Settlement. As reflected in Section 3(b) of the Settlement Agreement, Defendants have represented that, there are approximately One Hundred and Sixty (160) Aggrieved Employees who have worked approximately Three Thousand Two Hundred and Seventy-Three (3,273) Compensable Pay Periods.

10. Plaintiff has satisfied the prerequisites under California Labor Code section 2699.3(a), including, and not limited to, providing the California Labor and Workforce Development Agency (“LWDA”) and the employer with written notice of the specific provisions of the California Labor Code that are alleged to have been violated, including the facts and theories to support the alleged violations, by way of written correspondence on April 29, 2021, July 26, 2023, and August 9, 2024 (“PAGA Notices”). The PAGA Notices were sent by U.S. Certified Mail to the Defendants and submitted to the LWDA by way of online submission on the LWDA’s website. Aside from confirmation of receipt of the PAGA Notices, the LWDA did not respond to the PAGA Notices. A true and correct copy of the PAGA Notices are attached hereto as “**EXHIBIT 2,**” “**EXHIBIT 3,**” and “**EXHIBIT 4**”.

11. Defendants have agreed to pay the maximum gross sum of One Hundred and Forty-Five Thousand Dollars and No Cents (**\$145,000.00**) (“Total Settlement Amount”). The Settlement Agreement provides that the “Net Settlement Amount” will be the Total Settlement Amount less the following amounts: (1) Attorneys’ Fees and Costs in the amount of up to **\$58,000.00** for attorneys’ fees and up to **\$25,000.00** for reimbursement of litigation costs and expenses to Lawyers for Justice, PC (“Plaintiff’s Counsel”); (2) General Release Fee in the amount of **\$5,000.00** to Plaintiff; and (3) Settlement Administration Costs of up to **\$3,400.00** to the PAGA Settlement Administrator. Plaintiff’s Counsel only seeks an award of reimbursement of litigation costs and expenses in the amount of **\$16,547.96** (i.e., \$8,452.04 less than the maximum amount allocated), and assuming that the requested Attorneys’ Fees and Costs, General Release Fee, and Settlement Administration Costs, are approved by the Court, the Net Settlement Amount is estimated to be approximately **\$62,052.04**. The Net Settlement Amount will be distributed to the LWDA and the Aggrieved Employees pursuant to California Labor

Code section 2699(i). Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA, which is estimated to be **\$46,539.03** (“LWDA Payment”), and twenty-five percent (25%) of the Net Settlement Amount, which is estimated to be **\$15,513.01** (“Employees’ Portion”), will be distributed to the Aggrieved Employees on a *pro-rata* basis, based on the number of pay periods they were employed during the PAGA Period (“Pay Periods”). The parties have agreed to retain Simpluris Inc. (“Simpluris” or “PAGA Settlement Administrator”) to handle the administration of the Settlement, and the Court is respectfully requested to appoint Simpluris to serve as the PAGA Settlement Administrator. The Settlement Administration Costs are estimated not to exceed \$3,400.00 and will be paid out of the Total Settlement Amount, subject to approval by the Court.

THE LITIGATION AND WORK PERFORMED BY PLAINTIFF’S COUNSEL

12. The effectiveness of Plaintiff’s Counsel, Lawyers *for* Justice PC, in prosecuting this case has translated into tangible monetary benefits for Plaintiff, Aggrieved Employees, and the State of California in the following respects: (1) their recoveries over a reasonably short period of time as opposed to waiting additional years for the same, or possibly, a worse, result; (2) a guaranteed result that compares favorably with other similar representative action settlements; and (3) significant savings in fees and costs which would have only increased significantly had the case progressed through trial and/or appeals.

13. In the course of litigation and after engaging in significant investigations, formal and informal discovery, and the exchange of information, data, and documents, the Parties participated in extensive settlement discussions and negotiations to try to resolve the above-captioned lawsuit. These efforts included participating in a full-day mediation conducted by Eve Wagner, Esq., a well-respected ex experienced in mediating complex labor and employment matters. With the aid of the mediator, the parties reached the Settlement described herein. In the course of mediation and settlement negotiations, the Parties discussed all aspects of the case, including the risks and delays of further litigation and proceeding with trial, as well as the law relating to representative PAGA actions, off-the-clock theory, meal and rest periods, reporting time pay, Industrial Welfare Commission Wage Orders, arbitration agreements, pre-emption,

1 and wage-and-hour enforcement, the evidence produced and analyzed, and the possibility of
2 bifurcation of discovery and/or trial and appeals, among other things. During all settlement
3 discussions, the Parties conducted their negotiations at arm's length in an adversarial position.

4 14. Prior to reaching the Settlement, the Parties investigated the veracity, strength,
5 and scope of the PAGA claim and allegations, and were preparing for trial. Plaintiff conducted
6 significant investigation, formal and informal discovery, and exchange of information,
7 documents, and data regarding the facts of the case, including and not limited to, the review,
8 consideration, and analysis of a large volume of information, documents, and data obtained from
9 Plaintiff, Defendants, and other sources. The information, documents and data that were
10 reviewed and analyzed by Plaintiff's Counsel included, and were not limited to the employment
11 records of Plaintiff, including payroll records, an Arbitration Agreement that was litigated by
12 the Parties, a detailed sampling of aggrieved employees' time and pay data and Defendants'
13 Employee Handbook, including but not limited to Timekeeping and Payroll Practices,
14 Timekeeping Procedures, Overtime and Work Schedule Policies, Meal Period Policies, and Rest
15 Period Policies, among other documents. As such, counsel for the Parties undertook significant
16 litigation, and invested time conducting investigation and reviewing and analyzing relevant
17 information, documents, and data to evaluate the PAGA claim and related allegations, including,
18 and not limited to, calculating the potential monetary recovery under PAGA. Other work
19 performed by Plaintiff's Counsel included, but was not limited to: meeting and conferring with
20 Defendants' counsel regarding the pleadings, case management, formal and informal discovery,
21 mediation, motion practice, arbitration, and settlement, among other issues; case strategy and
22 analysis; researching, drafting, reviewing, and revising pleadings, court filings, motion-related
23 papers (e.g., opposition to Defendants' motion to compel arbitration, settlement approval motion
24 papers), briefs for settlement negotiations and mediation, and the settlement agreement;
25 preparing for and participating in settlement negotiations and the mediation; and appearing for
26 court proceedings. Counsel for the Parties have also invested time to research the applicable
27 law, which is evolving as it relates to representative PAGA actions, off-the-clock theory, meal
28 and rest periods, arbitration agreements, and wage-and-hour enforcement, Plaintiff's claims and

allegations, and Defendants’ defenses, as well as facts discovered.

15. Based on investigation and information discovered, Plaintiff’s Counsel believes that there is sufficient evidence to support the allegations that Defendants violated the California Labor Code. While Plaintiff’s Counsel believes that the PAGA claim has merit and that Plaintiff will ultimately succeed in this litigation and prevail at trial, Plaintiff and Plaintiff’s Counsel also recognize Defendants’ defenses, the costs of further litigation, and multiple risks to recovery. For example, although wage-and-hour actions are amenable to resolution as to a group of employees, some courts have also found that, for various reasons, the issues raised by Plaintiff, including, and not limited to, the issues of non-compliant meal periods, non-compliant rest periods, and unreimbursed business expenses, raise individualized issues and/or are unmanageable and thus not suitable for adjudication as to a group of employees. Thus, Plaintiff faced the risk that the Court may determine that the PAGA claim requires individualized inquiries that would render adjudication of the PAGA claim unmanageable or at odds with Defendant’s right to due process. *See, e.g., Wesson v. Staples the Office Superstore, LLC* (2021) 68 Cal.App.5th 746, 756 (“[C]ourts have inherent authority to ensure that PAGA claims can be fairly and efficiently tried and, if necessary, may strike claims that cannot be rendered manageable”); *but cf. Estrada v. Royalty Carpet Mills, Inc.* (2022) 76 Cal.App.5th 685, 712, *review granted* (June 22, 2022) (“Imposing a manageability requirement would create an extra hurdle in PAGA cases that does not apply to LWDA enforcement actions.”)

16. Plaintiff and Plaintiff’s Counsel have considered the uncertainty and risk of the outcome of further litigation, including the difficulties and adversity inherent in such litigation and arbitration. In order to prevail on the PAGA claim, Plaintiff would have to prove that Defendants engaged in the alleged California Labor Code violations and demonstrate that Defendants’ conduct warrants the imposition of penalties. Plaintiff’s core allegation is that Defendants have violated the California Labor Code by failing to pay all wages (including minimum, regular, overtime, double time, regular rate, reporting time wages), failing to provide one day’s rest in seven, failing to provide paid sick leave, unlawfully drawing against earnings, failing to provide compliant meal and rest periods and associated premiums, failing to pay timely

1 wages during employment and upon termination of employment, failing to provide complete
2 and accurate itemized wage statements, failing to keep complete and accurate payroll records,
3 failing to provide personnel files and failing to reimburse necessary business-related expenses
4 and costs.

5 17. From the inception of this litigation, Defendants indicated that they would
6 aggressively litigate this case and contended that they would ultimately succeed in the action.
7 Defendants maintained several defenses to Plaintiff's allegations, which, if successfully argued
8 and proven, had the potential to eliminate or substantially reduce recovery. Throughout this
9 litigation, Defendants maintained, and continue to maintain, that they did not engage in a
10 uniform policy and systematic scheme of wage abuse against individuals who were or are
11 employed by Defendants in California as hourly-paid or non-exempt employees at any time
12 during the PAGA Period and that they had, and continue to have, legally-compliant employment
13 policies and practices throughout the time period at issue. Defendants deny that they ever
14 violated any provision of the California Labor Code. Defendants further deny, and continue to
15 deny, that the lawsuit is appropriate for representative adjudication for any purpose other than
16 the Settlement.

17 18. Importantly, Defendants also contended that the claims of Plaintiff and other
18 Aggrieved Employees are subject to enforceable arbitration agreements that included grievance
19 and arbitration procedures. Defendants contended that, taken together, these agreements would
20 have claim preclusive impact, or otherwise, could effectively be used to require Aggrieved
21 Employees to engage in individual arbitration of their individual claims on which the PAGA
22 claim is predicated. Although the parties disagree on whether or not Defendants' various
23 agreements are enforceable and their impact, there is more uncertainty regarding PAGA claims
24 due to decisions of the high courts and recent amendment of the PAGA statute. The decisions
25 of the high court include, and are not limited to, the U.S. Supreme Court's decision in *Viking*
26 *River Cruises, Inc. v. Moriana*, (2022) 142 S. Ct. 1906, 2022 U.S. LEXIS 2940 and the
27 California Supreme Court's decision in *Adolph v. Uber Technologies* (2023) 14 Cal.5th 1104.
28 The decision by the California Supreme Court in *Adolph v. Uber Technologies* confirmed that

PAGA representative claims are viable and can continue to be prosecuted, however it also suggests, that trial courts will stay the representative/non-individual PAGA claims pending arbitration of a plaintiff's individual PAGA claims. The *Adolph v. Uber Technologies* also suggests that, if a plaintiff is determined to not be an "aggrieved employee" for PAGA purposes, issue preclusion could apply and, once reduced to a final judgment, trial courts are bound by the arbitrator's determination and the plaintiff loses standing to pursue non-individual PAGA claims. Furthermore, the recent amendment of the PAGA statute enacted on July 1, 2024, adopting, *inter alia*, modified standing requirements, codifying a manageability requirement, capping civil penalties that can be assessed against an employer if an employer meets certain conditions, and allowing an employer to cure violations to avoid the assessment of civil penalties if an employer meets certain conditions, has created uncertainty regarding the future of claims for civil penalties under PAGA. As such, at the time that the Parties reached the settlement, and also now, there is uncertainty regarding the PAGA claim.

19. Even if Defendants failed on their defenses, Plaintiff would inevitably face other challenges in court. For example, Defendants challenged Plaintiff's standing as an aggrieved employee and denied that any of Defendants' other employees, with respect to whom Plaintiff seeks civil penalties, were aggrieved. Aside from challenges relating to standing, Defendants would have likely sought bifurcation of discovery and/or trial of the PAGA claim — multiple courts have taken such an approach, for example, limiting discovery or trial of the issues to plaintiff. Defendants also contended that an important feature of the PAGA statute is that a court has discretion to reduce the penalties to be assessed against the employer pursuant to California Labor Code section 2699(e)(1)-(2). As discussed above, Defendants denied and continue to deny that they ever violated any provision of the California Labor Code. However, assuming, *arguendo*, that any violations occurred, Defendants argued that the violations would not be viewed as subsequent violations giving rise to heightened penalties. Defendants also argued that trial courts are unlikely to assess cumulative penalties for the maximum number of possible, separate California Labor Code violations, because it would be unjust, arbitrary, oppressive, and/or confiscatory—especially where certain conduct may be regulated by multiple

provisions of the California Labor Code that are interrelated and work in tandem.

20. The parties had the opportunity to review extensive information, documents, and data regarding Plaintiff's and Aggrieved Employees' employment with Defendant West Covina Motor Group, LLC d.b.a. West Covina Nissan in an effort to determine the potential value and strength of the PAGA claim. Counsel for the parties invested time reviewing and analyzing the relevant information, documents, and data, and this information made it possible to calculate the potential value of the PAGA claim. Accordingly, the parties have conducted sufficient investigation and review of information to be sufficiently apprised of the nature and extent of the PAGA claim asserted in this lawsuit, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The parties have also considered the settlement negotiations and the recommendations of the mediator, Eve Wagner, Esq., who is highly experienced in mediating complex labor and employment matters. The parties have agreed that this case is well-suited for settlement given the legal issues relating to the PAGA claim, as well as the costs and risks to both sides that would attend further litigation. The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the case might have concluded as litigation continued, at trial, and/or upon appeal.

21. As set forth more fully in the accompanying Motion, Plaintiff's Counsel seeks attorneys' fees in the amount of \$58,000.00, which represents approximately forty percent (40%) of the Total Settlement Amount, as provided by the Settlement Agreement. Pursuant to the contingency-fee agreement entered into by and between Plaintiff and Plaintiff's Counsel, Plaintiff has agreed to a contingency fee of at least forty percent (40%) of the recovery. The attorneys' fees sought are commensurate with: (1) the risk that Plaintiff's Counsel took in commencing the case; (2) the time, effort, and expense that Plaintiff's Counsel dedicated to the case; (3) the skill and determination that Plaintiff's Counsel has shown; (4) the results that Plaintiff's Counsel has achieved throughout the litigation; (5) value of the settlement that Plaintiff's Counsel has achieved in the case; and (6) the other cases that Plaintiff's Counsel has turned down in order to devote its time and efforts to this matter.

///

22. I am aware that common and acceptable rates for contingency representation in wage and hour class and representative action litigation are normally in the range from 33.3% to 50%.

LITIGATION COSTS AND EXPENSES INCURRED BY PLAINTIFF’S COUNSEL

23. Plaintiff’s Counsel seeks reimbursement of \$16,547.96 for litigation costs and expenses incurred in this case as reflected in the Case Cost Detail attached hereto as “**EXHIBIT 5.**” These costs and expenses were reasonable and necessary in the prosecution of this matter and to obtain the Settlement, and the amount sought for reimbursement is less than the maximum amount (\$25,000.00) allocated under the Settlement Agreement for reimbursement of litigation costs and expenses. The cost savings of \$8,452.04 will be part of the Net Settlement Amount. It should be noted that Plaintiff’s Counsel has borne all of the risks and costs of litigation to date and will not receive any compensation until a recovery is obtained in this case.

GENERAL RELEASE FEE TO PLAINTIFF

24. For his broader individual waiver and release of claims with a California Civil Code Section 1542 waiver (set forth in Section 9(c) of the Settlement Agreement), the Settlement provides a General Release Fee to Plaintiff in the amount of \$5,000.00 to be paid out of the Total Settlement Amount, subject to approval by the Court. The requested General Release Fee is fair and appropriate. It is also worth noting that Plaintiff has undertaken significant efforts and work to spearhead the pursuit of this matter. By initiating and pursuing this matter, Plaintiff stepped into the shoes of the State of California and undertook the responsibilities of serving in representative capacities. Plaintiff has spent a substantial amount of time and effort discussing his employment with his counsel, gathering and producing relevant documents and information, and providing the facts and evidence necessary to attempt to prove the allegations. Plaintiff was available whenever his counsel needed him and actively tried to obtain and provide information that would facilitate the pursuit of the PAGA claim. Accordingly, it is appropriate and just for Plaintiff to receive a General Release Fee, in addition to the Individual Settlement Share that he will receive as an Aggrieved Employee.

///

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.



Helene Mayer

EXHIBIT 1

**PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND
RELEASE**

This Private Attorneys General Act Settlement Agreement and Release (“Settlement Agreement” or “Settlement”) is entered into by and between Malik Crawford (“Plaintiff”), for himself and as a representative of the State of California with respect to the Aggrieved Employees (as defined in Section 3(a)(5) below) and West Covina Motor Group, LLC (d.b.a. West Covina Nissan) (“West Covina Nissan”) and Trophy Automotive Dealer Group, LLC (collectively “Defendants”), subject to approval by the Court. The term “Party” or “Parties” as used herein shall refer to Plaintiff, Defendants, or both, as may be appropriate.

1. **Recitals.** This Settlement Agreement is made with reference to the following facts:

(a) Plaintiff is a former employee of Defendant West Covina Nissan and was employed from approximately January 28, 2019 to approximately May 15, 2020.

(b) On April 29, 2021, Lawyers *for* Justice, PC (“Plaintiff’s Counsel”), submitted a letter on behalf of Plaintiff to the California Labor and Workforce Development Agency (“LWDA”) and Defendant West Covina Nissan, to notify the LWDA and West Covina Nissan, pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”) of Plaintiff’s intent to seek civil penalties under PAGA for alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 280, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001, 7-2001, and 9-2001, thereby initiating LWDA Case Number LWDA-CM-830774-21 (the “PAGA Notice”);

(c) On July 6, 2021, Plaintiff filed his Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* (“Original Complaint”), commencing a representative action under PAGA against Defendant West Covina Nissan, entitled *Malik Crawford v. West Covina Nissan, et al.*, Los Angeles Superior Court Case No. 21PSCV00552 (the “Action”). The Original Complaint asserts a single cause of action for civil penalties under PAGA, for violations of multiple provisions of the California Labor Code and applicable Industrial Welfare Commission Wage Orders;

(d) On July 13, 2023, the Parties mediated the Action with Eve Wagner, Esq., and, with the aid of the mediator’s evaluation, the Parties ultimately reached the Settlement described herein to resolve the Action in its entirety;

(d) On July 26, 2023, Lawyers *for* Justice, PC submitted an amended letter to the LWDA and Defendants, adding Trophy Automotive Dealer Group LLC as a named employer in violation of the Labor Code and included additional allegations of California Labor Code violations by Defendants for which Plaintiff seeks civil penalties under PAGA (“Amended PAGA Notice”);

(e) Prior to filing a Motion for Approval of this Settlement, pursuant to the stipulation of the Parties and as set forth below, Plaintiff will file his First Amended Complaint for Enforcement Under the California Private Attorneys General Act to add Trophy Automotive as a named Defendant, and to include all facts and legal theories alleged in the Amended PAGA Notice (“First Amended Complaint”);

(f) There has been no determination on the merits of the Action or the PAGA Notice but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Action and Released Claims (as defined in Section 9(a) below).

2. **No Admission of Wrongdoing.** The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties of wrongdoing or evidence of any liability or unlawful conduct of any kind.

3. **Consideration.**

(a) In consideration for Plaintiff signing this Settlement Agreement and complying with its terms, Defendants shall pay the maximum gross sum of One Hundred Forty-Five Thousand Dollars (\$145,000.00) (the “Total Settlement Amount”) to resolve the Action and Released Claims (as defined herein), which will be paid as follows:

(1) Attorneys’ fees in the amount of Forty Percent (40%) of the Total Settlement Amount, which is Fifty-Eight Thousand Dollars (\$58,000.00), and reimbursement of litigation costs and expenses in the amount of up to Twenty-Five Thousand Dollars (\$25,000.00) (collectively, “Attorneys’ Fees and Costs”) to Plaintiff’s Counsel, which Defendants will not contest.

(2) A general release fee of up to the amount of Five Thousand Dollars (\$5,000.00) (“General Release Fee”) to Plaintiff, which Defendants will not contest.

(3) Costs and expenses of administration of the Settlement up to the amount of Three Thousand Four Hundred Dollars (\$3,400.00) (“Settlement Administration Costs”) to Simpluris Inc. (the “PAGA Settlement Administrator”).

(4) The amounts stated in Sections 3(a)(1) – 3(a)(3) above, once approved by the Court, shall be paid from the Total Settlement Amount. The balance remaining after these deductions is referred to as the “Net Settlement Amount.”

(5) Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA (“LWDA Payment”); and the remaining twenty-five percent (25%) will be distributed on a *pro rata* basis to all individuals who are or were employed by West Covina Motor Group, LLC, d.b.a. West Covina Nissan, and worked as current and former hourly paid or non-exempt employees at any time from April 29, 2020 through the date the Court enters its Order approving this Settlement (the “Aggrieved Employees”). The period April 29, 2020 through the date the Court enters its Order approving this Settlement is the “PAGA Period”. The 25% portion of the Net Settlement Amount payable to Aggrieved Employees is referred to as the “Employees’ Portion.”

(b) The Aggrieved Employees are estimated to consist of approximately 160 individuals who worked approximately 3,273 Compensable Pay Periods.

(c) Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One Hundred Percent (100%) of the payments for Attorneys’ Fees and Costs, General Release Fee, and the Net Settlement Amount to be paid to the LWDA and Aggrieved Employees as described in Section 3(a) above will be treated and

reported for tax purposes as non-wage payments and the PAGA Settlement Administrator will be responsible for issuing IRS Forms 1099 as required.

4. **First Amended Complaint.** Prior to filing the Motion for Approval of this Settlement, Defendants agree to enter into a stipulation for Plaintiff to file a First Amended Complaint and request a court order allowing for same. The Parties intend Plaintiff to file with the Court the Proposed First Amended Complaint attached hereto as Exhibit “B,” which amends Plaintiff’s Original Complaint to add Trophy Automotive Group as a named Defendant in the Action and to include all of the alleged Labor Code violations and claims for civil penalties under PAGA set forth in Plaintiff’s Amended PAGA Notice. Defendants shall file an Answer to Plaintiff’s First Amended Complaint within fourteen (14) days after Plaintiff serves a conformed copy of the First Amended Complaint on Defendants, although Defendants deny all allegations therein consistent with this Agreement. The First Amended Complaint, when filed, shall be the operative complaint. If the Court does not grant Approval of this Settlement, the First Amended Complaint shall become null and void and the Original Complaint filed in this Action, shall again be the operative complaint.

5. **Court Approval is Required.** Plaintiff understands and agrees that the State of California and Aggrieved Employees, including Plaintiff, would not receive the consideration specified in Section 3(a) above, except for Plaintiff’s execution of this Settlement Agreement, and the fulfillment of the promises contained herein, as well as Court approval of the Settlement. If this Settlement Agreement is not approved by the Court, it shall be null and void.

6. **Disbursal of Settlement Funds.**

(a) Subject to Section 4 above, Defendants shall remit to the PAGA Settlement Administrator the sums described more fully in Section 3(a) above, after all of the following has occurred: (i) the Settlement Agreement is fully executed by all Parties and their counsel; (ii) the Court has entered an order approving the Settlement Agreement; and (iii) the latter of the following events: (a) when the period for filing any appeal, writ or other appellate proceeding opposing this Settlement has lapsed without any appeal, writ or other appellate proceeding having been filed; or (b) any appeal, writ or other appellate proceeding opposing the this Settlement has been voluntarily or involuntarily dismissed finally and conclusively with no right to pursue further remedies or relief; or (c) any appeal, writ or other appellate proceeding has upheld the Court’s order with no right to pursue further remedies or relief (“Effective Date”). In this regard, it is the intention of the Parties that this Settlement shall not become effective until the Court’s order approving the Settlement is completely final, and there is no further recourse by an appellant or objector who seeks to contest the Settlement. For purposes of determining the Effective Date, the Parties agree that only California Courts may exercise jurisdiction.

(b) Upon complete distribution of the Total Settlement Amount by the PAGA Settlement Administrator in accordance with this Settlement Agreement, the PAGA Settlement Administrator will notify the Parties of distribution of the entire Total Settlement Amount.

7. **Approval and Implementation of the PAGA Settlement.**

(a) The Parties are aware that some courts have approved a PAGA settlement and entered an order approving the settlement and judgment and thereafter closed the case, while others have approved a PAGA settlement and entered only an order approving the

settlement with later instructions to file a request for dismissal of the action. The Parties agree to cooperate and take any and all steps required by the Court in the Action to implement the Settlement and terminate the Action pursuant to Settlement (i.e., to terminate the Action by way of judgment or dismissal).

(b) The Parties further agree to cooperate in the drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to take all steps that may be requested by the Court in order to obtain approval and implementation of this Settlement Agreement, and the payments described in Section 3(a) above.

(c) The Parties shall seek to obtain Court approval of this Settlement Agreement by way of an unopposed motion to be filed by Plaintiff's Counsel. Plaintiff's Counsel shall provide a draft of all documents to be submitted in connection with the motion to approve this Settlement Agreement to Shiva Shirazi Davoudian of Littler Mendelson, P.C. ("Defendants' Counsel") for review; Defendants' Counsel will be given an opportunity to comment on the papers prior to their being filed with the Court, and such comments will be implemented to the extent reasonable.

(d) The Parties expressly acknowledge that the Court's approval of the Settlement Agreement is a condition precedent to any payments described in this Settlement Agreement. Therefore, the Parties further acknowledge that, should the Court not grant approval of this Settlement Agreement and/or should the Court refuse to grant judgment or dismissal of the Action and close the Action based on the Settlement, the entirety of this Settlement Agreement shall be null and void.

8. Payment of Total Settlement Amount / Notice to Recipients.

(a) Subject to Court approval of this Settlement Agreement, payment of the sums described in Section 3(a) above shall be made by Defendants by transmitting the required sums to a qualified settlement account established by the PAGA Settlement Administrator for administration of this Settlement, within fourteen (14) calendar days of the Effective Date. If the date by which payment by Defendants is due falls on a Saturday, Sunday or legal holiday in the State of California, then the due date shall be extended the next following day which is not a Saturday, Sunday or legal holiday in the State of California.

(b) Each Aggrieved Employee will be entitled to a *pro rata* share of 25% of the Net Settlement Amount (i.e., the Employees' Portion) based upon the number of pay periods they each worked between April 29, 2020 to the date the Court enters its Order approving this Settlement ("Compensable Pay Periods"). Compensable Pay Period means any pay period during the PAGA Period in which an Aggrieved Employee was employed by Defendants and worked at least one day (excluding vacation, sick and medical leaves of absence). Defendants will compute the number Compensable Pay Periods worked by each Aggrieved Employee based on payroll records. The PAGA Settlement Administrator will utilize the Compensable Pay Period computations to calculate each Aggrieved Employee's share of the Employees' Portion ("Individual Settlement Share"), the PAGA Settlement Administrator shall: (i) for each Aggrieved Employee, divide the number of Compensable Pay Periods he or she individually worked by the total aggregate number of Compensable Pay Periods worked by all Aggrieved Employees, and then (ii) multiply this amount by the Employees' Portion to arrive at each Aggrieved Employee's Individual Settlement Share.

(1) One Hundred Percent (100%) of all Individual Settlement Shares are to be considered penalties and the PAGA Settlement Administrator will not undertake any deductions, withholding, or remittances for local, state, or federal taxes. Aggrieved Employees' Individual Settlement Shares will be reported on an IRS Form 1099, as required by the IRS.

(c) The PAGA Settlement Administrator shall distribute each Individual Settlement Share by way of check, along with a cover letter ("Cover Letter") agreed to by the Parties and approved by the Court, in substantially the form attached hereto as "Exhibit A," in the following manner:

(1) No later than seven (7) calendar days after the Court's order granting approval of the Settlement, Defendants shall provide the PAGA Settlement Administrator with a list of all Aggrieved Employees (the "Aggrieved Employees List"), containing the following information for each Aggrieved Employee: (i) first and last name; (ii) last known address; (iii) last known telephone number, if available; (iv) Social Security number; and (v) Compensable Pay Periods.

(2) The PAGA Settlement Administrator shall conduct one (1) National Change of Address ("NCOA") search for all individuals identified on the Aggrieved Employees List, and update addresses for Aggrieved Employees to the extent updated addresses are located through the NCOA search.

(3) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall mail the agreed-upon Cover Letter and Individual Settlement Share checks (together, the "PAGA Settlement Package") to all Aggrieved Employees by first-class United States mail. For each PAGA Settlement Package that is returned undeliverable within thirty (30) calendar days of the initial mailing, the PAGA Settlement Administrator shall promptly attempt to locate an alternate, updated address for the Aggrieved Employee at issue, by using a skip-trace search and shall attempt one (1) re-mailing of the PAGA Settlement Package.

(4) The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid for ninety (90) calendar days, and thereafter, shall be canceled. Funds associated with canceled checks shall be transmitted to the State Controller's Office Unclaimed Property Division in the name of the Aggrieved Employee(s) at issue and in the amount of his or her respective Individual Settlement Share(s).

(d) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the LWDA Payment to the LWDA.

(e) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Attorneys' Fees and Costs to Plaintiff's Counsel, unless instructed otherwise by Plaintiff's Counsel. At the request of Plaintiff's Counsel, the PAGA Settlement Administrator may purchase annuities, utilize United States Treasuries and bonds, or utilize any other attorney fee deferral vehicles and any additional expenses associated with doing so will be paid separately by Plaintiff's Counsel.

(f) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the General Release Fee to Plaintiff.

(g) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Settlement Administration Costs to itself, only after the PAGA Settlement Packages have been mailed to all Aggrieved Employees.

9. **Release of Claims by Plaintiff, Aggrieved Employees, and the State of California.**

(a) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff and the State of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged Defendants, including Defendants' parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs (collectively, the "Released Parties"), to the full extent permitted by law, of and from the Action and from any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the facts and theories alleged or which could have been alleged under the facts and/or allegation pled in the PAGA Notice, Amended PAGA Notice and operative complaint, including but not limited to, for unpaid wages (including minimum, regular, overtime, double time, regular rate, reporting time wages), one day's rest in seven, paid sick leave, unlawful draw against earnings, untimely wage payments both during and at the end of employment, non-compliant meal periods, non-compliant rest periods, non-compliant payment of meal and rest break premiums, non-compliant wage statements, non-compliant maintenance of payroll records, failure to provide personnel files, failure to reimburse necessary business expenses in violation of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 246, 510, 512(a), 551, 552, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199(c), 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia* Wage Orders 4-2001, 7-2001, and 9-2001 (collectively, the "Released Claims"). To avoid ambiguity, the Released Parties herein are being released only as to the Released claims list above on behalf of the 160 aggrieved employees who worked 3,273 pay periods for Defendant West Covina Nissan Motor Group LLC (d.b.a. West Covina Nissan).

(b) Pursuant to *Arias v. Superior Ct. (Dairy)*, 46 Cal. 4th 969 (2009), no Aggrieved Employee has the right to exclude himself or herself from the settlement of the Released Claims being released herein. All Aggrieved Employees will be bound by the settlement of the Released Claims being released herein, upon its approval by the Court, regardless of whether he or she negotiates (i.e. cashes or deposits) his or her Individual Settlement Share check.

(c) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff, individually and on behalf of his

heirs, executors, administrators, representatives, attorneys, successors and assigns, will be deemed to have knowingly and voluntarily released and forever discharged Released Parties, to the full extent permitted by law, from any and all claims of every nature whatsoever, known or unknown, suspected or unsuspected, which Plaintiff has or may have as of the date the Court has entered an order approving the Settlement Agreement. This broader release includes, but is not limited to, all claims arising directly or indirectly from Plaintiff's employment with Defendants and the termination of that employment, including without limitation claims arising under federal, state, or local laws and claims for unpaid wages, penalties, liquidated damages, breach of contract, breach of the implied covenant of good faith and fair dealing, infliction of emotional distress, wrongful or retaliatory discharge, harassment, discrimination, defamation, impairment of economic opportunity, and violations of public policy, the Fair Labor Standards Act, the California Labor Code, the California Fair Employment and Housing Act, the California Business and Professions Code, the California Constitution, the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990. With respect to those claims released by Plaintiff in an individual capacity, Plaintiff acknowledges and waives any and all rights and benefits available under California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff understands and agrees that claims or facts in addition to or different from those which are now known or believed by him to exist may hereafter be discovered. It is Plaintiff's intention to, upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, settle fully and release all claims he now has against the Released Parties, whether known or unknown, suspected or unsuspected. Notwithstanding the above, the general release by Plaintiff shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

10. **Governing Law and Interpretation.**

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California. Should any non-material provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

(b) In the event of a breach of any provision of this Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. In an action to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement, the prevailing Party in that action shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing Party.

11. **Amendment.** This Settlement Agreement may not be modified, altered or changed except in writing and signed by both Parties' counsel, wherein specific reference is made to this Settlement Agreement, subject to approval by the Court.

12. **Miscellaneous.**

(a) The Parties agree to stay all proceedings in the Action, including with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the Settlement, pending approval of the Settlement.

(b) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically transmitted copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(c) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

(d) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel under the auspices of mediator Eve Wagner, Esq. In the event of vagueness, ambiguity or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it jointly, and the Parties may present their disputes to the mediator to resolve any vagueness, ambiguity, or uncertainty.

(e) If Plaintiff or Defendants fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.

(f) Plaintiff and Plaintiff's Counsel will not make any public disclosure of the Settlement until after the filing of the motion for approval of the Settlement. Plaintiff and Plaintiff's Counsel represent that they have not made any such disclosure. Plaintiff and Plaintiff's Counsel shall not encourage members of the PAGA Group to object to the Settlement. Plaintiff's Counsel will take all steps necessary to ensure that Plaintiff is aware of, and will encourage him to adhere to, the restriction against any public disclosure of the Settlement until after the filing of the motion for approval of the Settlement. Thereafter, Plaintiff's Counsel and Plaintiff agree not to publicize the terms of this Settlement with the media, including but not limited to, any newspaper, journal, magazine, website, and/or online reporter of settlements or on any website.

(g) Nothing herein will restrict Plaintiff's Counsel from including publicly available information regarding this Settlement in future judicial submissions regarding Plaintiff's Counsel's qualifications and experience. Furthermore, Plaintiff and Plaintiff's Counsel will undertake any and all disclosures required to be made to the LWDA in conformity with PAGA. This provision also does not limit Plaintiff's Counsel from complying with ethical obligations or from posting court-filed documents on their website for viewing by Aggrieved Employees.

**HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT,
TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH
ABOVE, PLAINTIFF AND DEFENDANTS, FREELY AND KNOWINGLY, AND AFTER
DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.**

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Date: 05/07/2024, 2024

Electronically Signed: 2024-05-07 19:55:17 UTC - 216.165.232.167
Nintex AssureSign® 4ec3caa7-cfa3-469f-9530-b169010d425d

Malik Crawford
Individually and On Behalf of
the State of California with Respect to Aggrieved
Employees

WEST COVINA MOTOR GROUP LLC, DBA
WEST COVINA NISSAN

Date: _____, 2024

Name: _____
Title: _____

TROPHY AUTOMOTIVE DEALER GROUP,
LLC

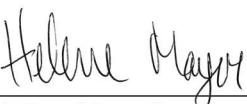
Date: _____, 2024

Name: _____
Title: _____

Approved as to form and content.

LAWYERS *FOR* JUSTICE, PC

Date: May 6, 2024



Arby Aiwarzian
Joanna Ghosh
Helene Mayer
Attorneys for Plaintiff Malik Crawford

LITTLER MENDELSON, P.C.

Date: _____, 2024

Shiva Shirazi Davoudian
Attorneys for Defendants

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Date: _____, 2024

Malik Crawford
Individually and On Behalf of
the State of California with Respect to Aggrieved
Employees

WEST COVINA MOTOR GROUP LLC, DBA
WEST COVINA NISSAN

Date: 05/06/2024, 2024

Name: Nasser Watar
Title: President & CEO

TROPHY AUTOMOTIVE DEALER GROUP,
LLC

Date: 05/06/2024, 2024

Name: Nasser Watar
Title: President & CEO

Approved as to form and content.

LAWYERS FOR JUSTICE, PC

Date: _____, 2024

Arby Aiwarzian
Joanna Ghosh
Helene Mayer
Attorneys for Plaintiff Malik Crawford

LITTLER MENDELSON, P.C.

Date: May 6,, 2024

Shiva Shirazi Davoudian
Attorneys for Defendants

Exhibit A

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Malik Crawford v. West Covina Nissan, et al.*, Los Angeles Superior Court Case No. 21PSCV00552

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> (“Individual Settlement Share”). This check is your payment from the settlement in the lawsuit entitled *Malik Crawford v. West Covina Nissan, et al.*, Los Angeles Superior Court Case No. 21PSCV00552 (“Action”).

(a) The lawsuit was filed on July 6, 2021 by Malik Crawford (“Plaintiff”) against his former employer, on behalf of the State of California, with respect to himself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to filing the lawsuit, on April 29, 2021 Lawyers for Justice, PC (“Plaintiff’s Counsel”), submitted a letter on behalf of Plaintiff to the California Labor and Workforce Development Agency (“LWDA”) pursuant to PAGA, to provide notice of his intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001, 7-2001, and 9-2001, thereby initiating LWDA Case Number LWDA-CM-830774-21 (the “PAGA Notice”). On July 26, 2023, Lawyers for Justice, PC submitted an amended letter to the LWDA and Defendants, adding Trophy Automotive Dealer Group LLC as a named Defendant and including additional allegations of California Labor Code violations for which Plaintiff seeks civil penalties under PAGA.

Defendants deny all of Plaintiff’s allegations and denies any wrongdoing of any kind associated with Plaintiff’s allegations. A settlement was reached between Plaintiff and Defendants West Covina Nissan Motor Group LLC (d.b.a West Covina Nissan) and Trophy Automotive Dealer Group, LLC (“Defendants”).

On <<Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid or non-exempt employees who worked for any of Defendants in the State of California, including, but not limited to all individuals who are or were employed by West Covina Motor Group, LLC (d.b.a. West Covina Nissan), and worked as current and former hourly paid or non-exempt employees at any time from April 29, 2020 through the date the Court enters its Order approving this Settlement (“Aggrieved Employees”). The period April 29, 2020 to the date the Court enters its Order approving this Settlement is the “PAGA Period”.

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Aggrieved Employee. Your Individual Settlement Share is based on the total number of pay periods that you worked for West Covina Motor Group, LLC (d.b.a. West Covina Nissan) in California during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of entry of order by the Court approving the Settlement>>, the Released Parties were fully released and forever discharged from any and all Released Claims.

“Released Parties” means Defendants, including Defendants’ parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs.

“Released Claims” means any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* (“PAGA”) as well as any interest, fees, and costs available under PAGA, based on the facts and theories alleged or which could have been alleged under the facts and/or allegation pled in the PAGA Notice, Amended PAGA Notice and operative complaint, including but not limited to, for unpaid wages (including minimum, regular, overtime, double time, regular rate, reporting time wages), one day’s rest in seven, paid sick leave, unlawful draw against earnings, untimely wage payments both during and at the end of employment, non-compliant meal periods, non-compliant rest periods, non-compliant payment of meal and rest break premiums, non-compliant wage statements, non-compliant maintenance of payroll records, failure to provide personnel files, failure to reimburse necessary business expenses in violation of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 246,

510, 512(a), 551, 552, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199(c), 2800, and 2802 and Industrial Welfare Commission Wage Orders, including inter alia Wage Orders 4-2001, 7-2001, and 9-2001 (collectively, the “Released Claims”). To avoid ambiguity, the Released Parties herein are being released only as to the Released claims list above on behalf of the 160 aggrieved employees who worked 3,273 pay periods for Defendant West Covina Nissan Motor Group LLC (d.b.a. West Covina Nissan).

Pursuant to *Arias v. Superior Ct. (Dairy)*, 46 Cal. 4th 969 (2009), no Aggrieved Employee has the right to exclude himself or herself from the settlement of the Released Claims being released herein. All Aggrieved Employees will be bound by the settlement of the Released Claims being released herein, upon its approval by the Court, regardless of whether he or she negotiates (i.e. cashes or deposits) his or her Individual Settlement Share check.

The enclosed check is valid for 90 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 90-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller’s Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

Do not call or write the Court, Office of the Clerk of the Court, Defendants, or Defendants’ counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact **[PAGA Settlement Administrator]** at **[toll-free phone number]**.

4888-8393-8203.1 / 120410-1002

EXHIBIT B

Arby Aiwarzian (SBN 269827)
Joanna Ghosh (SBN 272479)
Helene Mayer (SBN 332975)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020
Fax: (818) 265-1021

Attorneys for Plaintiff

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

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

Plaintiff,

vs.

WEST COVINA NISSAN, an unknown
business entity; WEST COVINA MOTOR
GROUP, LLC, a California limited liability
company; TROPHY AUTOMOTIVE
DEALER GROUP, LLS; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 21PSCV00552

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

Violation of California Labor Code
§ 2698, et seq. (California Labor
Code Private Attorneys General Act
of 2004)

DEMAND FOR JURY TRIAL

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

JURISDICTION AND VENUE

1. This representative action is brought pursuant to the California Labor Code section 2698, et seq. The civil penalties sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendants because, upon information and belief, each Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, each Defendant maintains offices, has agents, and/or transacts business in the State of California, including the County of Los Angeles.

PARTIES

5. Plaintiff MALIK CRAWFORD is an individual residing in the State of California, County of Los Angeles.

6. Defendant WEST COVINA NISSAN at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

7. Defendant WEST COVINA MOTOR GROUP, LLC at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

8. Defendant TROPHY AUTOMOTIVE DEALER GROUP, LLC at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

9. At all relevant times, Defendants WEST COVINA NISSAN, WEST COVINA MOTOR GROUP, LLC, and TROPHY AUTOMOTIVE DEALER GROUP, LLC were the “employer” of Plaintiff within the meaning of all applicable state laws and statutes.

10. At all times herein relevant, WEST COVINA NISSAN, WEST COVINA MOTOR GROUP, LLC, TROPHY AUTOMOTIVE DEALER GROUP, and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

11. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sues said defendants by such fictitious names. Plaintiff is informed and believes, and based on that information and belief alleges, that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiff as alleged in this Complaint. Plaintiff will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

12. WEST COVINA NISSAN, WEST COVINA MOTOR GROUP, LLC, TROPHY AUTOMOTIVE DEALER GROUP, LLC, and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

13. Plaintiff further alleges that Defendants including the unknown defendants identified as DOES, directly or indirectly controlled or affected the working conditions,

wages, working hours, and conditions of employment of Plaintiff and the other aggrieved employees so as to make each of said Defendants employers and employers liable under the statutory provisions set forth herein.

PAGA ALLEGATIONS

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

15. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty to be assessed and collected by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of herself and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

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

17. Plaintiff was employed by Defendants and the alleged violation was committed against him during his time of employment and he is, therefore, an aggrieved employee. Plaintiff and all individuals who are or were employed by West Covina Motor Group, LLC, d.b.a. West Covina Nissan, and worked as current and former hourly paid or non-exempt employees at any time from April 29, 2017 onward are "aggrieved employees" as defined by California Labor Code section 2699(c) (and are herein referred to collectively as "aggrieved employees") in that they are all current or former employees of Defendants, and one or more of the alleged violations were committed against them.

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

- a. The aggrieved employee shall give written notice by online submission (hereinafter "Employee's Notice") to the Labor & Workforce

1 Development Agency (hereinafter “LWDA”) and by U.S. Certified
2 Mail to the employer of the specific provisions of the California Labor
3 Code alleged to have been violated, including the facts and theories to
4 support the alleged violations.

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

14 19. On April 29, 2021, Plaintiff provided written notice by online submission to
15 the LWDA and by U.S. Certified Mail to Defendant WEST COVINA NISSAN and WEST
16 COVINA MOTOR GROUP, LLC of the specific provisions of the California Labor Code
17 alleged to have been violated, including the facts and theories to support the alleged
18 violations. Plaintiff has not received an LWDA Notice within sixty-five (65) calendar days
19 of the date of Plaintiff’s notice.

20 20. On July 26, 2023, Plaintiff provided an updated written notice by online
21 submission to the LWDA and by U.S. Certified Mail to Defendant WEST COVINA
22 NISSAN, WEST COVINA MOTOR GROUP, LLC, and TROPHY AUTOMOTIVE
23 DEALER GROUP, LLC of the specific provisions of the California Labor Code alleged to
24 have been violated, including the facts and theories to support the alleged violations.
25 Plaintiff has not received an LWDA Notice within sixty-five (65) calendar days of the date of
26 Plaintiff’s notice.

27 21. Therefore, Plaintiff has satisfied the administrative prerequisites under
28 California Labor Code section 2699.3(a) to recover civil penalties against Defendants, in

addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 246, 510, 512(a), 551, 552, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800 and 2802.

GENERAL ALLEGATIONS

22. At all relevant times set forth herein, Defendants employed Plaintiff and other aggrieved hourly-paid or non-exempt employees who worked for any of the Defendants in the State of California, County of Los Angeles.

23. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-exempt employee from approximately January 2019 to approximately May 2020 in the State of California, County of Los Angeles.

24. Defendants hired Plaintiff and the other aggrieved employees, and failed to compensate them for all hours worked, and non-compliant (missed, late, short, or interrupted) meal periods or rest breaks.

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

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

27. Defendants directly hired and paid wages and benefits to Plaintiff and the other aggrieved employees.

28. Defendants ceased operations within the State of California on or about August 15, 2022.

29. Plaintiff and the other aggrieved employees were required to perform work before their scheduled shifts, after their scheduled shifts, during what should have been a duty-free meal period, and during what should have been a duty-free rest period. Such work included, but was not limited to, receiving debriefing instructions from their supervisors regarding work, being required to wait 20 to 30 minutes after clocking out to lock up,

1 finalizing sales, washing cars, switching out cars from other dealerships, and picking up
2 customers. Defendant instructed Plaintiff and other aggrieved employees that their time
3 sheets would be adjusted, but those adjustments were rarely done. Defendant discouraged
4 Plaintiff and other aggrieved employees from working overtime hours but were required to
5 complete heavy workloads withing their scheduled hours.

6 30. Plaintiff and the other aggrieved employees worked over eight (8) hours in a
7 day, forty (40) hours in a week, and/or over six (6) consecutive days in a workweek during
8 their employment with Defendants.

9 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants
10 engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid
11 or non-exempt employees. This scheme involved, *inter alia*, failing to pay all wages due to
12 them and for non-compliant (short, late, interrupted, and altogether missed) meal periods and
13 rest breaks in violation of California law.

14 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants
15 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
16 receive certain wages for overtime compensation and that they were not receiving wages for
17 overtime compensation.

18 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 failed to use earned commissions, non-discretionary bonuses, non-discretionary monetary
20 and non-monetary incentives, non-discretionary production and/or performance pay, and/or
21 shift differentials to calculate the regular rate of pay used to pay overtime wages and meal
22 and rest premiums where Plaintiff and the other aggrieved employees earned commissions,
23 non-discretionary bonuses, non-discretionary monetary and non-monetary incentives, non-
24 discretionary production and/or performance pay, and/or shift differentials and were due
25 overtime wages and/or meal and/or rest premiums in the same workweek.

26 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
27 failed to provide Plaintiff and the aggrieved employees reporting time wages during the
28 relevant time period. Specifically, California Labor Code section 1198 provides that “[t]he

employment of any employee...under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful.” The applicable Industrial Wage Orders, including inter alia, Wage Orders 4-2001 and 7-2001, require that for each workday an employee is required to report to work and does report, but is not put to work or is furnished less than half said employee’s usual or scheduled day’s work, the employee shall be paid for half the usual or scheduled day’s work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee’s regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee’s regular rate of pay. During the relevant time period, Defendants failed to pay Plaintiff and other class members and aggrieved employees half the usual or scheduled day’s work in an amount no less than two (2) hours nor more than four (4) hours at the employee’s regular rate of pay for workdays in which Plaintiff and other class members and aggrieved employees reported to work and were furnished less than half the usual or scheduled day’s work. During the relevant time period, Defendants failed to pay Plaintiff and the other aggrieved employees for two (2) hours at the employee’s regular rate of pay on days in which Plaintiff and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

35. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to provide Plaintiff and the other aggrieved employees the required rest and meal periods during the relevant time period as required under the Industrial Welfare Commission Wage Orders and thus they are entitled to any and all applicable penalties. Defendants’ failure included, inter alia, failing to provide uninterrupted ten (10) minute rest periods and timely, uninterrupted thirty (30) minute meal periods to Plaintiff and the other aggrieved employees. Plaintiff and the other aggrieved employees were required to perform work during meal periods and rest periods, and Defendants incentivized Plaintiff and the other aggrieved employees to forego statutorily required meal periods and rest periods.

///

1 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
3 receive all meal periods or payment of one additional hour of pay at Plaintiff's and the other
4 aggrieved employee's regular rate of pay when a meal period was missed, late, short, or
5 interrupted, and they did not receive all meal periods or payment of one additional hour of
6 pay at Plaintiff's and the other aggrieved employee's regular rate of pay when a meal period
7 was missed, late, short, or interrupted.

8 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants
9 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
10 receive all rest periods or payment of one additional hour of pay at Plaintiff's and the other
11 aggrieved employees' regular rate of pay when a rest period was missed, late, short, or
12 interrupted, and they did not receive all rest periods or payment of one additional hour of pay
13 at Plaintiff's and the other aggrieved employees' regular rate of pay when a rest period was
14 missed, late, short, or interrupted.

15 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants
16 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
17 receive at least minimum wages for compensation and that they were not receiving at least
18 minimum wages for all hours worked.

19 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants
20 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
21 the accrual of sick pay in conformity with California law.

22 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants
23 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
24 sick pay at the Plaintiff's and aggrieved employees' correct regular rate of pay, as opposed to
25 the base hourly rate of pay.

26 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants
27 failed to use earned commissions/non-discretionary bonuses/non-discretionary performance
28 pay/non-discretionary shift differentials/non-discretionary incentive pay to calculate the

1 regular rate of pay used to calculate the sick pay for each day in which Plaintiff and the other
2 aggrieved employees were entitled to sick pay.

3 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants
4 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
5 receive all wages owed to them upon discharge or resignation, including earned but unpaid
6 minimum, regular, and/or overtime wages, sick pay, and meal and rest period premiums, and
7 they did not, in fact, receive all such wages owed to them at the time of their discharge or
8 resignation. These unpaid wages included but were not limited to unpaid wages for their
9 actual time worked, for example, inclusive of time worked before their scheduled shifts, after
10 their scheduled shifts, during meal breaks and rest breaks, as well as unpaid premium wages
11 for missed, short, late, or interrupted meal or rest breaks.

12 43. Plaintiff is informed and believes, and based thereon alleges, that Defendants
13 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
14 receive all wages owed to them during their employment. Plaintiff and the other aggrieved
15 employees did not receive payment of all wages, including regular, minimum, and/or
16 overtime wages, sick pay, and meal and rest period premiums, within any time permissible
17 under California Labor Code section 204.

18 44. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
20 receive complete and accurate wage statements in accordance with California law, but, in
21 fact, they did not receive complete and accurate wage statements from Defendants. The
22 deficiencies included, *inter alia*, the failure to include the total number of hours worked by
23 Plaintiff and the other aggrieved employees, as a result of requiring Plaintiff and the other
24 aggrieved employees to work “off-the-clock” and by requiring Plaintiff and other aggrieved
25 employees to only log their scheduled hours despite performing work duties during meal and
26 rest periods and before and after clocking in or out.

27 45. Plaintiff is informed and believes, and based thereon alleges, that Defendants
28 knew or should have known that Defendants had to keep complete and accurate payroll

1 records for Plaintiff and the other aggrieved employees in accordance with California law,
2 but, in fact, did not keep complete and accurate payroll records. For example, Defendants did
3 not provide Plaintiff and the other aggrieved employees with the wages to which they were
4 entitled for work performed “off-the-clock” and by requiring Plaintiff and the other
5 aggrieved employees to only log their scheduled hours despite performing work duties
6 during meal and rest periods and before and after clocking in or out.

7 46. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
9 reimbursement for necessary business-related expenses and costs, including but not limited
10 to cost of usage of personal cell phones (both devices and voice and data plans) for work
11 duties, and costs of complying with Defendant’s dress code.

12 47. Plaintiff is informed and believes, and based thereon alleges, that Defendants
13 knew or should have known that they had a duty to compensate Plaintiff and the other
14 aggrieved employees pursuant to California law, and that Defendants had the financial ability
15 to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and
16 falsely represented to Plaintiff and the other aggrieved employees that they were properly
17 denied wages, all in order to increase Defendants’ profits.

18 48. At all material times set forth herein, Defendants failed to pay overtime wages
19 to Plaintiff and the other aggrieved employees. Plaintiff and the other aggrieved employees
20 were required to work more than eight (8) hours per day, forty (40) hours per week, and/or
21 over six (6) consecutive days in a workweek without being paid proper overtime
22 compensation. For example, Defendants required that Plaintiff and the other aggrieved
23 employees work off-the-clock and did not properly compensate them for that time.

24 49. During the relevant time period, Defendants failed to pay reporting time pay to
25 Plaintiff and the aggrieved employees.

26 50. At all material times set forth herein, Defendants failed to provide compliant
27 meal and rest periods (i.e., meal and rest periods that were not missed, late, shortened, or
28 interrupted) to Plaintiff and the other aggrieved employees.

1 51. At all material times set forth herein, Defendants failed to pay Plaintiff and the
2 other aggrieved employees at least minimum wages for all hours worked.

3 52. At all material times set forth herein, Defendants failed to accurately
4 credit/accrue sick time pay to Plaintiff and the other aggrieved employees.

5 53. At all material times set forth herein, Defendants failed to pay sick time pay to
6 Plaintiff and the other aggrieved employees at the correct regular rate of pay.

7 54. At all material times set forth herein, Defendants failed to pay Plaintiff and the
8 other aggrieved employees all wages owed to them upon discharge or resignation.

9 55. At all material times set forth herein, Defendants failed to pay Plaintiff and the
10 other aggrieved employees' wages within any time permissible under California law,
11 including, *inter alia*, California Labor Code section 204.

12 56. At all material times set forth herein, Defendants failed to provide complete
13 and accurate wage statements to Plaintiff and the other aggrieved employees.

14 57. At all material times set forth herein, Defendants failed to keep complete and
15 accurate payroll records for Plaintiff and the other aggrieved employees.

16 58. At all material times set forth herein, Defendants failed to reimburse Plaintiff
17 and the other aggrieved employees for necessary business-related expenses and costs,
18 including and not limited to, cost of usage of personal cell phones (both devices and voice
19 and data plans) for work duties, and costs of complying with Defendant's dress code.

20 59. At all material times set forth herein, Defendants failed to properly
21 compensate Plaintiff and the other aggrieved employees pursuant to California law in order
22 to increase Defendants' profits.

23 60. Pursuant to California Labor Code section 1198.5(a), every current and former
24 employee, or his or her representative, has the right to inspect and receive a copy of the
25 personnel records that the employer maintains relating to the employee's performance or to
26 any grievance concerning the employee. Under this statute, upon written request from a
27 current or former employee or his or her representative, an employer must make the contents
28 of those personnel records available for inspection or provide a copy of the personnel records

1 to the current or former employee, or his or her representative, not later than thirty (30)
2 calendar days from the date the employer receives the written request, subject to some
3 limited exceptions. Failure to comply with these requests allows for a civil penalty of seven
4 hundred and fifty dollars (\$750), pursuant to California Labor Code section 1198.5(k) and
5 226(f).

6 61. Plaintiff and the aggrieved employees sent written requests through their
7 counsel to Defendants for their personnel file pursuant to California Labor Code section
8 1198.5. However, Plaintiff is informed and believes, and based thereon alleges, that
9 Defendants failed to timely produce the requested personnel records.

10 62. California Labor Code section 218 states that noting in Article 1 of the Labor
11 Code shall limit the right of any wage claimant to “sue directly . . . for any wages or penalty
12 due to him [or her] under this article.”

13 **FIRST CAUSE OF ACTION**

14 **Violation of California Labor Code § 2698, et seq.**

15 **(Against WEST COVINA NISSAN, WEST COVINA MOTOR GROUP, LLC,**
16 **TROPHY AUTOMOTIVE DEALER GROUP, and DOES 1 through 100)**

17 63. Plaintiff incorporates by reference the allegations contained in paragraphs 1
18 through 62, and each and every part thereof with the same force and effect as though fully set
19 forth herein.

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

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

67. Defendants' failure to pay legally required overtime wages to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 510 and 1198.

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

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

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

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

72. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved employees during employment in accordance with Labor Code section 204 constitutes unlawful and/or unfair activity prohibited by California Labor Code section 204.

Failure to Provide Complete and Accurate Wage Statements

73. Defendants' failure to provide complete and accurate wage statements to Plaintiff and the other aggrieved employees in accordance with Labor Code section 226(a) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226(a).

Failure to Keep Complete and Accurate Payroll Records

74. Defendants' failure to keep complete and accurate payroll records relating to Plaintiff and the other aggrieved employees in accordance with California Labor Code section 1174(d) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 1174(d).

Failure to Reimburse Necessary Business-Related Expenses and Costs

75. Defendants' failure to reimburse Plaintiff and the other aggrieved employees for necessary business-related expenses and costs in accordance with California Labor Code sections 2800 and 2802 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 2800 and 2802 and applicable IWC Wage orders.

Failure to Timely Produce Personnel Records

76. Defendants' failure to timely produce personnel records to Plaintiff and the other aggrieved employees constitutes a violation of California Labor Code section 1198.5.

Failure to Provide Paid Sick Leave

77. Defendants' failure to allow Plaintiff and the other aggrieved employees to take a sick day, failure to provide notice to Plaintiff and the other aggrieved employees of their right to paid sick leave, failure to accurately credit/accrue their sick time pay, failure to provide them paid sick leave, and failure to correctly calculate and pay sick time pay, in violation of Labor Code sections 227.3 and 245 et seq. constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 227.3 and 245 et seq.

Failure to Pay Reporting Time Pay

78. Defendants' failure to pay Plaintiff and the other aggrieved employees reporting time pay is in violation of the Wage Orders and constitutes unlawful or unfair

activity prohibited by California Labor Code section 1198.

Failure to Provide a Day of Rest

79. Defendants' failure to provide a day of rest to Plaintiff and the other aggrieved employees is in violation of California Labor Code sections 551 and 552 constitutes unlawful or unfair activity prohibited by California Labor Code section 1198.

80. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on behalf of all aggrieved employees, requests and is entitled to recover from Defendants and each of them, all civil penalties pursuant to PAGA against Defendants, and each of them, including but not limited to:

- a. Penalties under California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under California Code of Regulations Title 8 section 11010 et seq. in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;
- c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation; and
- d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes.

81. Pursuant to California Labor Code section 2699(i), civil penalties recovered by aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor and Workforce Development Agency for the enforcement of labor laws and education

of employers and employees about their rights and responsibilities and twenty-five percent (25%) to the aggrieved employees.

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

DEMAND FOR JURY TRIAL

Plaintiff, individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, requests a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually, and on behalf of other aggrieved employees pursuant to the Private Attorneys General Act, prays for relief and judgment against Defendants, jointly and severally, in excess of twenty-five thousand dollars (\$25,000):

As to the First Cause of Action

1. For civil penalties pursuant to California Labor Code sections 2699(a), (f) and (g), costs/expenses, and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 246, 510, 512(a), 551, 552, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800 and 2802, and Industrial Welfare Commission Wage Orders; and

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

DATED: August 14, 2024

LAWYERS for JUSTICE, PC

By: _____
Helene Mayer
Attorneys for Plaintiff

EXHIBIT 2

LAWYERS FOR JUSTICE

April 29, 2021

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: WEST COVINA NISSAN; WEST COVINA MOTOR GROUP LLC

Dear Representative:

We have been retained to represent Malik Crawford against West Covina Nissan, and West Covina Motor Group LLC. (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as “West Covina Nissan”) for violations of California wage-and-hour laws. Mr. Crawford seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”) and all other remedies available under PAGA.

Mr. Crawford seeks these remedies on behalf of the State of California and “aggrieved employees,” as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

West Covina Nissan employed Mr. Crawford as an hourly-paid, non-exempt employee from approximately January 2019 to approximately May 2020, in the State of California.

The “aggrieved employees” that Mr. Crawford may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate.

Based on the following facts and theories, West Covina Nissan has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001, 7-2001, and 9-2001.

West Covina Nissan required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Crawford and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Crawford and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, West Covina Nissan required Mr. Crawford and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits 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' 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. During the relevant time period, West Covina Nissan failed to pay Mr. Crawford and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

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. During the relevant time period, West Covina Nissan failed to pay Mr. Crawford and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, West Covina Nissan did not provide Mr. Crawford and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from West Covina Nissan were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Mr. Crawford and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Crawford and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Crawford and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Crawford and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Crawford and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, 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. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, West Covina Nissan failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Crawford and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, West Covina Nissan did not provide Mr. Crawford and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001, 7-2001, and 9-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, West Covina Nissan failed to pay Mr. Crawford and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Mr. Crawford and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, West Covina Nissan failed to pay Mr. Crawford and other aggrieved employees for two (2) hours at the

employee's regular rate of pay on days in which Mr. Crawford and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Crawford and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by West Covina Nissan.

Therefore, on behalf of all aggrieved employees, Mr. Crawford seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,


Edwin Aiwanian, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

West Covina Motor Group LLC
c/o Incorporating Services, LTD.
Agent for Service of Process
7801 Folsom Blvd #202
Sacramento, CA 95826

West Covina Nissan
West Covina Motor Group LLC
c/o Mark Sanborn
Legal Counsel
205 N. Citrus Street
West Covina, CA 91791

EXHIBIT 3



July 26, 2023

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAFilings@dir.ca.gov

**Re: WEST COVINA NISSAN; WEST COVINA MOTOR GROUP LLC; TROPHY
AUTOMOTIVE DEALER GROUP LLC**

Dear Representative:

We have been retained to represent Malik Crawford against West Covina Nissan, West Covina Motor Group LLC, and Trophy Automotive Dealer Group LLC (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as "West Covina Nissan") for violations of California wage-and-hour laws. Mr. Crawford seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Mr. Crawford seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

West Covina Nissan employed Mr. Crawford as an hourly-paid, non-exempt employee from approximately January 2019 to approximately May 2020, in the State of California.

The "aggrieved employees" that Mr. Crawford may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate.

Based on the following facts and theories, West Covina Nissan has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.7, 246, 510, 512(a), 551, 552, 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001, 7-2001, and 9-2001.

West Covina Nissan required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Crawford and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Crawford and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, West Covina Nissan required Mr. Crawford and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits 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' 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. During the relevant time period, West Covina Nissan failed to pay Mr. Crawford and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

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. During the relevant time period, West Covina Nissan failed to pay Mr. Crawford and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, West Covina Nissan did not provide Mr. Crawford and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from West Covina Nissan

were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Mr. Crawford and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code section 246 requires employers to provide paid sick leave. During the relevant time period, West Covina Nissan did not provide Mr. Crawford and other aggrieved employees with all paid sick leave that was owed to them.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Crawford and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Crawford and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Crawford and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Crawford and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, 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. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, West Covina Nissan failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Crawford and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, West Covina Nissan did not provide Mr. Crawford and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock." California Labor Code section 1194.2 entitles Mr. Crawford aggrieved employees "to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001, 7-2001, and 9-2001, require that for each workday an employee is required to report for work and does report, but is not put to

work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, West Covina Nissan failed to pay Mr. Crawford and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Mr. Crawford and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, West Covina Nissan failed to pay Mr. Crawford and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Mr. Crawford and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Crawford and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by West Covina Nissan.

Therefore, on behalf of all aggrieved employees, Mr. Crawford seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Arman Marukyan, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

West Covina Nissan
West Covina Motor Group LLC
Trophy Automotive Dealer Group LLC
c/o Shiva Shirazi Davoudian
LITTLER MENDELSON, P.C.
Attorney
2049 Century Park East, 5th Floor
Los Angeles, CA 90067

EXHIBIT 4



August 9, 2024

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAFilings@dir.ca.gov

**Re: WEST COVINA NISSAN; WEST COVINA MOTOR GROUP LLC; TROPHY
AUTOMOTIVE DEALER GROUP LLC**

Dear Representative:

We represent Malik Crawford against West Covina Nissan, West Covina Motor Group LLC, and Trophy Automotive Dealer Group LLC (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as “West Covina Nissan”) for violations of California wage-and-hour laws. As a supplement to the notices provided on July 26, 2023 and April 29, 2021, which are attached hereto as ,“**Attachment A**,” Mr. Crawford provides this additional notice.

SUPPLEMENTAL PAGA NOTICE

Mr. Crawford seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”) and all other remedies available under PAGA.

Mr. Crawford is a named plaintiff in *Malik Crawford vs. West Covina Nissan, et al.*, Los Angeles Superior Court Case No. 21PSCV00552 (“Action”), which alleges that West Covina Nissan engages in violation of multiple provisions of the California Labor Code. Attached hereto as “**Attachment B**” is the Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Eq Seq.* (“Complaint”) filed in the Action.

For all of the reasons asserted in the Action and also those espoused herein, Mr. Crawford seeks these remedies on behalf of the State of California and “aggrieved employees,” as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

West Covina Nissan employed Mr. Crawford as an hourly-paid, non-exempt employee from approximately January 2019 to approximately May 2020, in the State of California.

The “aggrieved employees” that Mr. Crawford may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the

State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate.

Based on the following facts and theories, West Covina Nissan has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.7, 246, 510, 512(a), 551, 552, 558.1, 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199(c), 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001, 7-2001, and 9-2001.

West Covina Nissan required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, receiving debriefing instructions from their supervisors regarding work, being required to wait 20 to 30 minutes after clocking out to lock up, finalizing sales, washing cars, switching out cars from other dealerships, and picking up customers. West Covina Nissan instructed Mr. Crawford and other aggrieved employees that their time sheets would be adjusted, but those adjustments were rarely done. West Covina Nissan discouraged Mr. Crawford and other aggrieved employees from working overtime hours but were required to complete heavy workloads within their scheduled hours.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half- or double-time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day, over forty hours in one week, and/or more than six (6) consecutive days in one week, without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Crawford and other aggrieved employees worked in excess of 8 hours in a day, 40 hours in a week, and/or 6 days in a workweek, without overtime compensation. Therefore, Mr. Crawford and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked. West Covina Nissan effectively paid zero dollars per hour for time Mr. Crawford and the other aggrieved employees worked off-the-clock performing work duties, which resulted in an underpayment of overtime wages to Mr. Crawford and other aggrieved employees. West Covina's failure to pay overtime wages also includes, and is not limited to, its failure to properly calculate the regular rate of pay by failing to include all forms of non-discretionary shift differential/bonus/performance/commission/incentive pay in its calculation of the regular rate of pay for the purposes of paying overtime and meal and rest premiums.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, West Covina Nissan required Mr. Crawford and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. West Covina Nissan's failure included, *inter alia*, failing to provide uninterrupted ten (10) minute rest periods and timely, uninterrupted thirty (30) minute meal periods to Mr. Crawford and the other aggrieved employees. Mr. Crawford and the other aggrieved employees were required to perform work during meal periods and rest periods, and West Covina Nissan incentivized Mr. Crawford and the other aggrieved employees to forego statutorily required

meal periods and rest periods. Furthermore, West Covina Nissan failed to properly calculate the regular rate of pay, by failing to include all forms of non-discretionary pay, e.g. non-discretionary shift differential/bonus/performance/commission/incentive pay, if and when it paid premiums, and failed to pay all meal and rest premiums due for missed, short, late and/or interrupted meal and/or rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits 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' 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. During the relevant time period, West Covina Nissan failed to pay Mr. Crawford and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above. California Labor Code section 203 provides that if an employer willfully fails to pay the wages of an employee who is discharged or quits, the wages of the employee will continue as a penalty from the day due at the same rate until paid or until an action is commenced. During the relevant time period, West Covina Nissan willfully failed to pay the wages due to aggrieved employees who were discharged or quit, and also failed to pay penalties which accrued due to its willful failure to timely pay wages. For example, aggrieved employees were not paid at the time of their discharge wages earned and unpaid throughout their employment, including but not limited to, minimum, regular, and overtime wages for time worked off-the-clock to perform work duties and meal and rest period premium payments and as a result of West Covina Nissan's failure to properly calculate the regular rate of pay, thereby triggering waiting time penalties.

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. During the relevant time period, West Covina Nissan failed to pay Mr. Crawford and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above. For example, Mr. Crawford and other aggrieved employees were not timely paid wages during their employment, including but not limited to, minimum, regular, and overtime wages for time worked off-the-clock to perform work duties, meal and rest period premium payments, as a result of West Covina Nissan's failure to properly calculate the regular rate of pay, thereby triggering waiting time penalties.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, West Covina Nissan did not provide Mr. Crawford and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from West Covina Nissan

were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Mr. Crawford and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code section 246 requires employers to provide paid sick leave. During the relevant time period, West Covina Nissan did not provide Mr. Crawford and other aggrieved employees with all paid sick leave that was owed to them. Further, West Covina Nissan failed to use earned commissions/non-discretionary bonuses/non-discretionary performance pay/non-discretionary shift differentials/non-discretionary incentive pay to calculate the regular rate of pay used to calculate the sick pay for each day in which Mr. Crawford and the other aggrieved employees were entitled to sick pay.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Crawford and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Crawford and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Crawford and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Crawford and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code section 1174(d) requires an employer to keep, 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. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, West Covina Nissan failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Crawford and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above. For example, West Covina Nissan failed to account for all time worked off-the-clock and compensate for earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, West Covina Nissan did not provide Mr. Crawford and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock." For example, West Covina effectively paid zero dollars per hour for time Mr. Crawford and the other aggrieved employees worked off-the-clock performing work duties, West Covina

Nissan failed to pay all meal and rest premiums due, and failed to properly calculate the regular rate of pay, which resulted in an underpayment of wages to Mr. Crawford and other aggrieved employees. California Labor Code section 1194.2 entitles Mr. Crawford aggrieved employees “to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.”

California Labor Code section 1198 provides that “The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful.” The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001, 7-2001, and 9-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee’s usual or scheduled day’s work, the employee shall be paid for half the usual or scheduled day’s work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee’s regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee’s regular rate of pay. During the relevant time period, West Covina Nissan failed to pay Mr. Crawford and other aggrieved employees half the usual or scheduled day’s work in an amount no less than two (2) hours nor more than four (4) hours at the employee’s regular rate of pay for workdays in which Mr. Crawford and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day’s work. During the relevant time period, West Covina Nissan failed to pay Mr. Crawford and other aggrieved employees for two (2) hours at the employee’s regular rate of pay on days in which Mr. Crawford and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

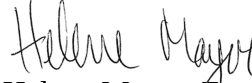
Pursuant to California Labor Code section 1198.5(a), every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee’s performance or to any grievance concerning the employee. Under this statute, upon written request from a current or former employee or his or her representative, an employer must make the contents of those personnel records available for inspection or provide a copy of the personnel records to the current or former employee, or his or her representative, not later than thirty (30) calendar days from the date the employer receives the written request, subject to some limited exceptions. Failure to comply with these requests allows for a civil penalty of seven hundred and fifty dollars (\$750), pursuant to California Labor Code section 1198.5(k) and 226(f). Mr. Crawford and other aggrieved employees sent written requests through their counsel to West Covina Nissan for their personnel file pursuant to California Labor Code section 1198.5. However, Mr. Crawford is informed and believes, and based thereon alleges, that West Covina failed to timely produce the requested personnel records.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Crawford and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by West Covina Nissan. West Covina Nissan failed to reimburse for the use of personal cell phones (both devices and voice and data plans) for business related matters and costs of complying with West Covina Nissan’s dress code.

Therefore, on behalf of all aggrieved employees, Mr. Crawford seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,

A handwritten signature in black ink, appearing to read "Helene Mayer".

Helene Mayer, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

West Covina Nissan
West Covina Motor Group LLC
Trophy Automotive Dealer Group LLC
c/o Shiva Shirazi Davoudian
LITTLER MENDELSON, P.C.
Attorney
2049 Century Park East, 5th Floor
Los Angeles, CA 90067

EXHIBIT 5

LAWYERS for JUSTICE PC CASE COST DETAIL
Crawford vs. West Covina Nissan, et al. (PAGA)

<u>Date</u>	<u>Payee</u>	<u>Expense Description</u>	<u>Amount</u>
9/2/2020	U.S. Postmaster	Postage	\$6.95
10/26/2020	U.S. Postmaster	Postage	\$7.10
4/29/2021	Labor & Workforce Development Agency	PAGA Filing Fee	\$75.00
4/29/2021	U.S. Postmaster	Postage	\$15.00
7/7/2021	Los Angeles Superior Court	Complaint Filing Fee	\$435.00
7/7/2021	Legal Document Server, Inc.	Attorney Service	\$30.43
9/23/2021	One Legal	Attorney Service	\$16.68
10/1/2021	One Legal	Attorney Service	\$16.68
11/9/2021	Legal Document Server, Inc.	Attorney Service	\$15.20
11/12/2021	Los Angeles Superior Court	Jury Fee	\$150.00
11/12/2021	Legal Document Server, Inc.	Attorney Service	\$21.58
1/7/2022	Legal Document Server, Inc.	Attorney Service	\$15.20
7/20/2022	Los Angeles Superior Court	Document Download Fee	\$19.40
7/27/2022	Legal Document Server, Inc.	Attorney Service	\$15.95
7/27/2022	Legal Document Server, Inc.	Attorney Service	\$15.95
8/3/2022	Legal Document Server, Inc.	Attorney Service	\$15.95
8/16/2022	Coalition Court Reporters	Court Reporter	\$600.00
9/30/2022	Coalition Court Reporters	Court Reporter	\$880.00
10/28/2022	Esquire Deposition Solutions, LLC	Court Reporter	\$2,102.60
10/31/2022	Legal Document Server, Inc.	Attorney Service	\$15.95
11/23/2022	Legal Document Server, Inc.	Attorney Service	\$15.95
12/5/2022	Coalition Court Reporters	Court Reporter	\$675.00
12/19/2022	Los Angeles Superior Court	Stipulation & Order Fee	\$20.00
12/19/2022	Legal Document Server, Inc.	Attorney Service	\$17.30
1/3/2023	Legal Document Server, Inc.	Attorney Service	\$150.00
1/13/2023	Legal Document Server, Inc.	Attorney Service	\$15.95
3/21/2023	Los Angeles Superior Court	Stipulation & Order Fee	\$20.00
3/21/2023	Legal Document Server, Inc.	Attorney Service	\$17.30
3/21/2023	Legal Document Server, Inc.	Attorney Service	\$150.00
4/10/2023	Los Angeles Superior Court	Stipulation & Order Fee	\$20.00
4/10/2023	Legal Document Server, Inc.	Attorney Service	\$17.30
4/19/2023	Legal Document Server, Inc.	Attorney Service	\$16.15
5/24/2023	Los Angeles Superior Court	Stipulation & Order Fee	\$20.00
5/24/2023	Legal Document Server, Inc.	Attorney Service	\$17.54
5/24/2023	Legal Document Server, Inc.	Attorney Service	\$150.00
5/30/2023	Legal Document Server, Inc.	Attorney Service	\$16.15
6/20/2023	Signature Resolution LLC	Mediation Fee	\$10,450.00
6/26/2023	Los Angeles Superior Court	Document Download Fee	\$48.20

LAWYERS for JUSTICE PC CASE COST DETAIL
Crawford vs. West Covina Nissan, et al. (PAGA)

6/27/2023	Los Angeles Superior Court	Document Download Fee	\$75.60
6/27/2023	Los Angeles Superior Court	Document Download Fee	\$23.80
6/27/2023	Los Angeles Superior Court	Document Download Fee	\$22.20
7/17/2023	Los Angeles Superior Court	Stipulation & Order Fee	\$20.00
7/17/2023	Legal Document Server, Inc.	Attorney Service	\$18.15
7/21/2023	Legal Document Server, Inc.	Attorney Service	\$16.15
10/18/2023	Legal Document Server, Inc.	Attorney Service	\$16.15
1/22/2024	Legal Document Server, Inc.	Attorney Service	\$16.15
2/2/2024	Legal Document Server, Inc.	Attorney Service	\$16.15
5/6/2024	Legal Document Server, Inc.	Attorney Service	\$16.15
Total:			16,547.96