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7 Attorneys for Plaintiffs DAVID MEZA and DEREK FOX on behalf of themselves and all
8 “aggrieved employees” pursuant to Labor Code §2698 *et seq.*

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

11 DAVID MEZA, on behalf of himself and
12 all “aggrieved employees” pursuant to
Labor Code § 2698 *et seq.*,

13 Plaintiffs,

14 vs.

15 TRIUNITY JLRLA LLC, a California
16 limited liability company, TRIUNITY
AUTOMOTIVE GROUP LLC., a
17 California limited liability company, and
DOES 1 through 10, inclusive,

18 Defendants.
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CASE NO.: 21STCV42514

Assigned to the Hon. Monica Bachner, Dept. 71

**DECLARATION OF DANIEL GAINES IN
SUPPORT OF STIPULATION AND
[PROPOSED] ORDER APPROVING
SETTLEMENT OF PRIVATE ATTORNEYS
GENERAL ACT CLAIMS AND ENTERING
JUDGMENT THEREON**

Complaint Filed: November 18, 2021

1 I, DANIEL F. GAINES, hereby declare and state as follows:

2 1. I am an attorney duly admitted to the practice of law in the State of California. I am
3 a shareholder of Gaines & Gaines, APLC, counsel for Plaintiffs David Meza and Derek Fox
4 (“Plaintiffs”) in this action. I have personal knowledge of the facts set forth herein and if called as
5 a witness to testify to them, I could and would do so competently.

6 2. I obtained my BS degree from the University California at Berkeley in 2003. I
7 majored in Business Administration at the Haas School of Business.

8 3. Thereafter, I attended the University of Virginia School of Law. At Virginia, I was
9 a member of the editorial board of the Virginia Tax Review. I was also the recipient of the Lacy
10 Armour Scholarship, awarded to recognize academic excellence. At Virginia, I focused my studies
11 on tax and real estate. I earned my JD and became a member of the California Bar in 2007.

12 4. After becoming a member of the Bar, and until his recent retirement, I practiced law
13 with my father, Kenneth, at Gaines & Gaines, APLC. Our practice specializes in litigation, with an
14 emphasis in business, real estate, and employment disputes like this one. Over 95% of my practice
15 is devoted to complex employment litigation similar to the instant action.

16 5. My firm has represented employees in employment matters such as this one, with
17 an emphasis in wage and hour issues. I have participated in and have been certified as Court-
18 approved class counsel in dozens of class and representative action matters since my admission to
19 the Bar. A true and correct list of the cases in which I have been appointed as class counsel is
20 attached hereto as **Exhibit “A”**.

21 6. On September 9, 2021, Plaintiff David Meza complied with the requirements set
22 forth in Labor Code § 2698 et seq., the Labor Code Private Attorneys General Act (hereinafter,
23 “PAGA”) by sending a letter, by online submission to the Labor and Workforce Development
24 Agency (“LWDA”) and by certified mail to Defendants Triunity JLRLA LLC and Triunity
25 Automotive Group LLC (“Defendants”), setting forth the facts and theories of the violations alleged
26 against Defendants. A true and correct copy of the letter submitted to the LWDA is attached hereto
27 as **Exhibit “B”**.

1 7. Plaintiff Meza filed his Representative Action Complaint on November 18, 2021
2 seeking penalties pursuant to Labor Code § 2699(f) for violations of Labor Code §§ 201, 202,
3 226(a), 226.7, 510, 512, and 1194 and penalties pursuant to Labor Code § 2699(a) for violations of
4 Labor Code §§ 226.3 and 558.

5 8. On June 8, 2022, Plaintiff Derek Fox complied with the requirements set forth in
6 PAGA by sending a letter, by online submission to the LWDA and by certified mail to Defendants,
7 setting forth the facts and theories of the violations alleged against Defendants. A true and correct
8 copy of the letter submitted to the LWDA is attached hereto as **Exhibit “C”**.

9 9. Plaintiffs Meza and Fox (“Plaintiffs”) filed their First Amended Representative
10 Action Complaint on December 12, 2022 seeking penalties pursuant to Labor Code § 2699(f) for
11 violations of Labor Code §§ 201, 202, 226(a), 226.7, 246, 510, 512, 1194, and 2802, and penalties
12 pursuant to Labor Code § 2699(a) for violations of Labor Code §§ 226.3 and 558 (the “Action”).

13 10. Plaintiffs and Defendants (hereinafter Plaintiffs and Defendants are collectively
14 referred to as the “Parties”) engaged in informal discovery and shared the information necessary
15 for all sides to conduct a legitimate investigation into the allegations of the action and potential
16 defenses thereto.

17 11. Defendants deny and continue to deny any liability to Plaintiffs or any other
18 allegedly aggrieved employee for any violations alleged in the Action.

19 12. The Parties participated in a mediation with Steven Pearl, Esq. on September 6, 2022
20 in an attempt to resolve the claims asserted in the Action.

21 13. During the mediation, the Parties engaged in arm’s-length negotiations and reached
22 a resolution of the PAGA claims. Plaintiffs assessed the value of the PAGA claims (without
23 stacking) to be approximately \$303,700 (at the rate of a \$100 penalty for 3,037 pay periods at issue).

24 14. The amount of the settlement is \$250,000, which represents a recovery of 82% of
25 the possible discretionary penalties and includes an apportionment of attorneys’ fees and costs and
26 modest enhancement payments to Plaintiffs.

27 15. Based on my extensive experience litigating representative employment actions, I
28 believe that the settlement amount represents a fair compromise of the claims.

16. Attached hereto as **Exhibit “D”** is a true and correct copy of the Parties’ Joint Stipulation for Private Attorney General Act Settlement and Release of Claims.

I declare, under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed this 21st day of December, 2022 at Westlake Village, California.


DANIEL F. GAINES

EXHIBIT A

Adams v. Newell Rubbermaid, USDC – Central District of California (Los Angeles), Case No. EDCV 08-1499 JTM (CTx)

Adams v. Sam's West, Inc., San Bernardino County Superior Court, Case No. CIVDS1403987

Agredano v. GS Brothers, Inc., Los Angeles County Superior Court, Case No. BC445561

Allen v. Toms Sierra Company, Nevada County Superior Court, Case No. CU18-082823

Allen v. Valley Inventory Service, Inc., Solano County Superior Court, Case No. FCS034682

Alvarez v. Pilot Travel Centers, LLC, San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-4605

Alonzo v. Camblin Steel Service, Inc., Placer County Superior Court, Case No. SCV0034165

Amenhotep v. Google, Inc., Santa Clara County Superior Court, Case No. 17CV311528

Anaya v. Progressive Logistics Services, LLC, Riverside County Superior Court, Case No. RIC1308270

Andre v. Newell Rubbermaid, Inc., San Bernardino County Superior Court, Case No. CIVVS1200282

Anduha v. ABC Phones of North Carolina, Inc., Stanislaus County Superior Court, Case No. 2022729

Anslow v. Wellington Energy, Inc., USDC – Northern District of California (San Francisco), Case No. CV11-1596-JCS

Aranda, et al. v. Universal Lumpers of California, Inc., San Joaquin County Superior Court, Case No. STK-UOE-2017-7826

Armendariz v. Integrated Pain Management Medical Group, Inc., Kern County Superior Court, Case No. BCV-19-100267-SDS

Barrow, et al. v. Desmond Foods, L.P., Sacramento County Superior Court, Case No. 34-2015-00187227

Batmanghelich v. Sirius XM Radio Inc., USDC – Central District of California (Los Angeles), Case No. CV 09-9190 VBF (JCx)

Bosser v. Hooked on Solar, Yolo County Superior Court, Case No. CVCV-2016-876

Bourland v. Horizon Personnel Services, Inc., Sacramento County Superior Court, Case No. 34-2014-00161365-CU-OE-GDS

Bowen v. IMI Material Handling Logistics, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-0000192

Branson v. Mladen Buntich Construction, San Bernardino County Superior Court, Case No. CIVDS1609129

Brandt v. Sacramento Auto Insurance Center, Inc., San Joaquin County Superior Court, Case No. 39-2009-00202938-CU-OE-STK

Brown v. 22nd District Agricultural Association, United States District Court, Southern District of California, Case No. 15-cv-2578-DHB

Brown v. Sierra Central Credit Union, Sutter County Superior Court, Case No. CVCS18-0002161

Burgess v. Blue Cross and Blue Shield of South Carolina, San Joaquin County Superior Court, Case No. 39-2012-00277449-CU-BT-STK

Burgess v. Strategic Retail Solutions, LLC, Los Angeles County Superior Court, Case No. BC413791

Calhoun v. Celadon Trucking Services, Inc., USDC – Central District of California (Los Angeles), Case No. 5:16-cv-01351-PSG-FFM

Caporicci v. Owens & Minor Distribution, Inc., San Joaquin County Superior Court, Case No. 39-2013-00295662-CU-OE-STK

Carl v. Advanced Call Center Technologies, LLC, Sacramento County Superior Court, Case No. 34-2013-00148310

Carlisle, et al. v. Professional Technical Security Services, Inc., Case No. CGC18569791

Carrete v. Gamestop, Inc., Imperial County Superior Court, Case No. ECU08501

Carrillo v. Bimbo Bakeries, Inc., San Bernardino County Superior Court, Case No. CIVDS1606813

Caudillo v. Aegis Treatment Centers, LLC, Merced County Superior Court, Case No. 18CV-0744

Cerami v. Metlife, Inc., USDC – Central District of California (Orange County), Case No. 11-CV-00681-CJC (MLGx)

Charles v. Aaron's Inc., Los Angeles County Superior Court, Case No. BC431468

Charles v. Nursefinders, LLC, Imperial County Superior Court, Case No. ECU07422

Cheifer v. JetBlue Airways Corporation, Los Angeles County Superior Court, Case No. BC451887

Cheifer, et al. v. WHGM, Inc., Los Angeles County Superior Court, Case No. LC104900

Chong, et al. v. Crescent Northwoods Inn, Inc., Del Norte County Superior Court, Case No. CVUJ-2018-1133

Church v. GameStop, Inc., et. al., USDC – Central District of California (Los Angeles), Case No. 11-CV-00132-VAP-RZ

Clothier v. Spar Marketing Services, Inc., Alameda County Superior Court, Case No: RG12-639317

Coleman v. Wireless Lifestyle, Inc., USDC – Western District of Missouri, Case No. 4:12-cv-00855-ODS

Colombo-Beyeler, et al. v. Viking River Cruises, Inc., San Bernardino County Superior Court, Case No. CIVDS1611608

Conlee v. Clark Pacific Corporation, Yolo County Superior Court, Case No. CV14-1409

Contreras v. Osmose Utilities Services, Inc., San Bernardino County Superior Court, Case No. CIVDS1513998

Contreras v. West American Service Corporation, Kings County Superior Court, Case No. 14C0280

Corona v. Yosemite Meat & Locker Service, Inc., Stanislaus County Superior Court, Case No. 2006828

Cortellessa v. Dotnext, Inc., Alameda County Superior Court, Case No. RG09429971

County v. Ingram Mirco, Inc., San Bernardino Superior Court, Case No. CIVRS 1304445

Covarrubias, et al. v. Petersendean Builder Group, Inc., Kern County Superior Court, Case No. BCV-16-101122

Cowen, et al. v. Evergreen Alliance Golf Limited, L.P., d/b/a Arcis Golf, San Bernardino County Superior Court, Case No. CIVDS1719283

Cruz-Garcia v. Lemonade Restaurant Group, LLC, Los Angeles County Superior Court, Case No. BC478205

Cunningham v. Performance Contracting, Inc., Contra Costa County Superior Court, Case No. C16-02157

Dabney v. Coneybeare, LLC, et al., Orange County Superior Court, Case No. 30-2018-00999989-CU-OE-CXC

Dabney, et al. v. Panera, LLC., San Bernardino County Superior Court, Case No. CIVDS1516030

Diaz, et al. v. Seaworld Entertainment, Inc., Imperial County Superior Court, Case No. ECU10046

Diggs v. Western Waterproofing Company, Inc., San Francisco County Superior Court, Case No. CGC-14-539281

Dismuke v. Rhodes Retail Services, Inc., Sacramento County Superior Court, Case No. 34-2011-00105001

Dorsette v. TA Operating, LLC, USDC – Central District of California (Los Angeles), Case No. EDCV 09-1350 PA (RZx)

Duran v. The Image of California, Inc., Kern County Superior Court, Case No. S-1500-CV-284056 DRL

Edwards v. Trans World Entertainment Corp., San Diego County Superior Court, Case No. 37-2010-00095123-CU-OE CTL

Esakhani v. Central Valley Gaming, Stanislaus County Superior Court, Case No. 2020667

Escobar v. SMSSI of California, Inc., San Francisco Superior Court, JCCP No. 4776

Espinosa v. Taltech Construction, et al., Los Angeles County Superior Court, Case No. BC590176

Espinosa v. Bodycote Thermal Processing, Inc., Los Angeles County Superior Court, Case No. BC501617

Espinoza v. Pabco Building Products, LLC, Los Angeles County Superior Court, Case No. VC065660

Estrada v. Net Source Communications, Inc., Los Angeles County Superior Court, Case No. BC431169

Estrada v. OS Restaurant Services, LLC, Santa Clara County Superior Court, Case No. 16CV293249

Estupinan v. Global Development Strategies, Inc., Santa Clara County Superior Court, Case No. 110CV178898

Fadhl. v. Siemens Healthcare Diagnostics Inc., Sacramento County Superior Court, Case No. 34-2017-00209518

Fernandez v. The Regents of the University of California, Los Angeles County Superior Court, Case No. BC656256

Ferrer v. Dish Network Corporation, Los Angeles County Superior Court, Case No. BC441354

Findora v. Barry Callebaut USA LLC, Napa County Superior Court, Case No. 19CV000219

Flores v. Cintas Corporation, Los Angeles County Superior Court, Case No. BC400422

Friel v. Midwest Construction Services, Inc., San Joaquin County Superior Court, Case No. 39-2015-00329204-CU-OE-STK

Gagnon v. Banc of California, Contra Costa County Superior Court, Case No. C 15-00196

Galarza v. Bayou Well Services, LLC, Kern County Superior Court, Case No. S-1500-CV-279372 DRL

Galarza v. C & H Testing Service LLC, Kern County Superior Court, Case No. BCV-15-100008 SPC

Garcia v. Old Dominion Freight Line, Inc., San Bernardino County Superior Court, Case No. CIVDS1404636

Geer v. Applied Aerospace Structures Corp., San Joaquin County Superior Court, Case No. 39-2014-00313702-CU-OE-STK

Getz v. California Cinema Investments, Inc., Ventura County Superior Court, Case No. 56-2013-00437706-CU-MC-VTA

Gibbs v. M. Lehmann Enterprises, Orange County Superior Court, Case No. 30-2013-00678538-CU-OE-CXC

Gilles v. Schaefer Ambulance Service Inc., Imperial County Superior Court, Case No. ECU07970

Goldman, et al. v. Defender's, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-0009973

Gomez v. Low Desert Empire Pizza, Inc., San Bernardino County Superior Court, Case No. CIVVS900392

Gomez v. Pizza Hut of Southeast Kansas, Inc., San Bernardino County Superior Court, Case No. CIVVS900679

Gonzalez v. Harris Farms, Inc., USDC – Eastern District of California (Fresno), Case No. 1:14-cv-00038-LJO-SAB

Guerrero v. Main Electric Supply Company LLC, Ventura County Superior Court, Case No. 56-2019-00525427-CU-OE-VTA

Gutierrez v. Asset Management Specialists, Inc., Fresno County Superior Court, Case No. 12CECG03577

Gutierrez v. Linkus Enterprises, Inc., Madera County Superior Court, Case No. MCV065774

Gutierrez v. Shiekh, LLC, San Bernardino County Superior Court, Case Nos. CIVRS1206525, CIVRS1303408

Hairston v. Stanislaus Surgical Hospital, Stanislaus County Superior Court, Case No. CV-19-000651

Hindman v. Service Quick, Inc., San Bernardino County Superior Court, Case No. CIVDS1724229

Hogan v. iMobile of CA LLC, San Bernardino County Superior Court, Case No. CIVDS1409263

Hogan v. Wireless Evolution Inc., Riverside County Superior Court, Case No. MCC1300669

Hogan v. Wireless That's It! LLC, Riverside County Superior Court, Case No. RIC1201997

Holmes v. Bottling Group, LLC, Stanislaus County Superior Court, Case No. 2022584

Hooper, et al. v. URS Midwest, Inc., et al., San Bernardino Superior Court, Case No. CIVDS1607489

Humphrey v. Freedomroads, LLC, Shasta County Superior Court, Case No. 178228

Hurtado v. Rush Truck Centers of California, Inc., Los Angeles County Superior Court, Case No. BC427672

Hyde v. Dent Wizard International Corporation, Sacramento County Superior Court, Case No. 34-2015-00173882

Ibrihim v. Imperfect Foods, Inc., San Joaquin County Superior Court, Case No. STK-VI-UOE-2019-0000846

Id-deen v. Educational Services of America, Solano County Superior Court, Case No. FCS040803

Isherwood v. Mason Dixon Intermodal, Inc., San Joaquin County Superior Court, Case No. 39-2012-00279891-CU-OC-STK

Jahanbin v. Pacific Mercantile Bank, Orange County Superior Court, Case No. 30-2011-00480705CU-OE-CXC

Jenkins v. Sedgwick Claims Management Services, Inc., Los Angeles Superior Court, Case No. LC101648

Job v. California Security Services, Yuba County Superior Court, Case No. 14-0000820

Johnson v. The Goodyear Tire & Rubber Company, USDC – Northern District of California (San Francisco), Case No. 3:13-cv-01069-MMC

Jolin v. Bay Cities Recovery, Inc., El Dorado County Superior Court, Case No. PC20100458

Jordan v. Sutter Memorial Hospital, Stanislaus County Superior Court, Case No. 2023344

Keebaugh v. Mike Thompson Recreational Vehicles, San Bernardino County Superior Court, Case No. CIV-DS-1500718

Kelly v. Robin's Enviro Vac, Inc., Kern County Superior Court, Case No. S-1500-CV-282277
DRL

King v. Levy Premium Foodservice Limited Partnership, Alameda County Superior Court, Case No. HG15786353

Kunsman v. Punch Bowl Sacramento, LLC, et al., Sacramento County Superior Court, Case No. 34-2018-00243175

LaFear v. Encore Education Corporation, San Bernardino County Superior Court, Case No. CIVDS1802251

Lanzarin v. AWI Management Corporation, Solano County Superior Court, Case No. FCS041809

Lee, et al. v. Foster Dairy Farms, Stanislaus County Superior Court, Case Nos. 2006542, 2015679

Lemus, et al. v. Eastridge Workforce Technology, Inc., San Bernardino County Superior Court, Case No. CIV-DS-1611470

Lewis v. American Casino & Entertainment Properties LLC, San Bernardino County Superior Court, Case No. CIVDS1719094

Lemus v. On Assignment Staffing Services, San Bernardino County Superior Court, Case No. CIV-DS-1600497

Leon v. Piercey West Inc., Los Angeles County Superior Court, Case No. BC656874

Lopez v. Creative Communication Technologies, Inc., Imperial County Superior Court, Case No. ECU07851

Lopez v. Go Green Auto Spa Franchise, Inc., et al., Los Angeles County Superior Court, Case No. BC 562212

Lopez v. Truck Accessories Group, LLC, Yolo County Superior Court, Case No. CV13798

Ludlow v. Prince Telecom, LLC, Stanislaus County Superior Court, Case No. 684239

Luna v. Express Locations, LLC, Imperial County Superior Court, Case No. ECU09779

Macias v. American Tire Distributors, Inc., Kern County Superior Court, Case No. BCV-18-101586

Maldonado v. Hardwood Flooring Liquidators, Inc., Los Angeles County Superior Court, Case No. BC642170

Mansfield v. Cambridge Real Estate Services, Inc., Butte County Superior Court, Case No. 160175

Martinez v. DPI Specialty Foods West, San Joaquin County Superior Court, Case No. 39-2015-00327311-CU-OE-STK

Martinez v. Styles For Less, Inc., San Bernardino County Superior Court, Case No. CIVVS1203057

Mayne v. John Muir Behavioral Health, Contra Costa County Superior Court, Case No. C17-00998

Maze v. Bulldog Freightway, Inc., Imperial County Superior Court, Case No. ECU08716

McCormick v. G & O Body Shop, Inc., El Dorado Superior Court, Case No. PC20130291

McCrary v. Campbell Soup Supply Company, San Joaquin County Superior Court, Case No. 39-2013-00297698-CU-OE-STK

McDaniel v. Vancary, Inc., Tulare County Superior Court, Case No. 268036

Melgar-Farela v. Guardian Compliance, Inc., Los Angeles County Superior Court, Case No. BC481865

Mendiola v. Tyco Electronics Corporation, Riverside County Superior Court, Case No. RIC1400721

Mettler v. Les Schwab Tire Centers of California, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-476

Miller v. California Subshine, Inc., Los Angeles County Superior Court, Case No. BC637754

Miller v. Southwest Airlines Co., USDC – Northern District of California (San Francisco), Case No. 3:12-cv-05978-CRB

Mitchell v. Crossmark, Inc., USDC – Central District of California (Los Angeles), Case No. CV 11-2818-JAK (FMOx)

Moghrabi v. Vitaligent, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-1650

Molina v. Berkshire Hathaway Energy Company, et al., Imperial County Superior Court, Case No. ECU000522

Moore v. Horizon Solar Power, Inc., San Bernardino County Superior Court, Case No. CIVDS1410001

Murray v. Select Media Services, LLC, Los Angeles County Superior Court, Case No. BC424506

Myles v. Central Transport LLC, San Bernardino County Superior Court, Case No. CIVDS1401434

Navarro v. Mariana Packing Co., Inc., Solano County Superior Court, Case No. FCS045935

Nehrlich, et al. v. RPM Mortgage, Inc., Orange County Superior Court, Case No. 30-2013-00666783-CU-OE-CXC

Overton v. Hat World, Inc., USDC – Eastern District of California (Sacramento), Case No. 2:11-CV-01645-LKK-KJN

Perez v. Alcatel-Lucent USA Inc., Imperial County Superior Court, Case No. ECU07977

Perez v. Major Gloves and Safety, Inc., San Bernardino County Superior Court, Case No. CIVDS1710445

Perry v. Cardinal Health 200, LLC, Solano County Superior Court, Case No. FCS035303

Phraxayavong-Briones v. RSM, Inc., Sacramento County Superior Court, Case No. 34-2012-00117524

Pugh v. Wi Spa, LLC, Imperial County Superior Court, Case No. ECU07932

Quist v. Knight Transportation, Inc., San Bernardino Superior Court, Case No. CIVDS 1615414

Quitco v. Aviation Fuel Systems Repair, Inc., San Bernardino Superior Court, Case No. CIVRS1302311

Rambeau v. C.C.M. Corporation, et al., Sacramento County Court, Case No. 34-2018-00244842

Rankins v. Roman Empire Living Skills, Inc., Los Angeles County Superior Court, Case No. BC713399

Rees v. Advantel, Incorporated, Santa Clara County Superior Court, Case No. 16-CV-292219

Renfrow v. Janra Enterprises, Inc., Sacramento County Superior Court, Case No. 3402010-00080471

Reynolds v. Diamond Pet Food Processors of Ripon, San Joaquin County Superior Court, Case No. 39-2014-00310818

Richard v. A-Para Transit Corp., Alameda County Superior Court, Case No. HG17870373

Richardson v. TEC Equipment, Inc., et al., Los Angeles County Superior Court, Case No. VC065536

Robles v. North County Health Project Incorporated, San Diego Superior Court, Case No. 37-2014-00001751-CU-OE-NC

Rodas v. Monetary Management of California, Inc., USDC – Eastern District of California (Sacramento), Case No. 2:14 cv 01389 TLN AC

Rodriguez v. 20/20 Plumbing & Heating, Inc., San Bernardino County Superior Court, Case No. CIVDS1705362

Rodriguez v. Commerce Distribution Company, Los Angeles County Superior Court, Case No. BC656259

Rodriguez v. Valley Oak, San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-7980

Roden v. Service Champions, San Bernardino County Superior Court, Case No. CIVDS1613183

Russell v. Bradshaw International, Imperial County Superior Court, Case No. ECU00853

Rutledge, et al. v. Healthport Technologies, LLC, Alameda County Superior Court, Case No. RG16835813

Sabala v. Econtactlive, Inc., Stanislaus County Superior Court, Case No. 684981

Sabatier v. Picture Perfect Installation, Inc., Riverside County Superior Court, Case No. RIC10004953

Salameh v. Sonomaidence OPCO, LLC, Sonoma County Superior Court, Case No. SVC264228

Salazar v. Tag-3 Medical Investment Group, LLC, Los Angeles County Superior Court, Case No. BC527698

Salbeck v. Ingredion Incorporated, San Joaquin County Superior Court, Case No. STK-UOE-2017-0012622

Sampson v. Healthnet of California Inc., Sacramento County Superior Court, Case No. 34-2015-00183785-CU-OE-GDS

Sanchez v. Don Roberto Jewelers, Inc., Imperial County Superior Court, Case No. ECU06819

Sanders v. Lionakis, Sacramento County Superior Court, Case No. 34-2017-00223601

Santana v. United Staffing Associates, LLC, Tulare County Superior Court, Case No. 249338

Schrader v. Adidas Promotional Retail Operations, Inc., Los Angeles County Superior Court, Case No. BC414168

Sebrell v. Pomeroy IT Solutions, San Bernardino County Superior Court, Case No. CIVDS1721560

Seymour v. Quest Service Group, LLC, Sacramento County Superior Court, Case No. 34-2017-00206917

Silva v. Trical, San Benito County Superior Court, Case No. CU-16-00218

Simler v. Polly's Inc., Riverside County Superior Court, Case No. RIC 1117862

Sipin, Scott v. Salesforce.com, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2019-0004629

Skuro v. BMW of North America, LLC, USDC – Central District of California (Los Angeles), Case No.: CV 10-8672-GW (FFMx)

Smith v. Steelcase, Inc., San Bernardino County Superior Court, Case No. CIVDS1725850

Sohal v. Foster Poultry Farms, Stanislaus County Superior Court, Case No. 2026605

Solomon v. City of Los Angeles, Los Angeles County Superior Court, Case No. BC570345

Solano v. Vozzcom, Inc., Imperial County Superior Court, Case No. ECU09519

Smith, et al. v. Sente Development, Inc., Sacramento County Superior Court, Case No. 34-2016-00196614

Solorzano v. FDS Manufacturing Corporation, Los Angeles County Superior Court, Case No. BC542532

Solowitz v. BakeMark USA LLC, Los Angeles County Superior Court, Case No. BC467838

Spampinato v. Wind & Sea Restaurants, Inc., San Bernardino County Superior Court, Case No. CIVVS1205154

Spitzer, et al. v. FRHI Hotels & Resorts (Canada) Inc., San Bernardino County Superior Court, Case No. C IVDS1712220

Stephens v. C.S., Inc., Riverside County Superior Court, Case No. PSC1301224

Stevenson v. Harvest Management Sub LLC, Ventura County Superior Court, Case No. 56-2011-00397420-CU-OE-SIM

Thompson v. Continental Labor Resources, Inc. d/b/a Continental Labor & Staffing Resources, Kern County Superior Court, Case No. S-1500-CV-278751-DRL

Thompson v. Sidhu Truck Line, Inc., Kern County Superior Court, Case No. BCV-15-101308-DRL

Tigas v. Ajilon Communications, Los Angeles County Superior Court, Case No. BC409737

Torres v. Coastal Employment Inc., Los Angeles County Superior Court, Case No. BC529207

Tran v. CSP Fiber Services, San Bernardino County Superior Court, Case No. CIVDS172758

Tripp v. California Guest Services, Inc., Plumas County Superior Court, Case No. CV16-00036

Valdez v. Diamond Landscaping, Inc., Los Angeles County Superior Court, Case No. BC497097

Valencia v. American Team Managers, Inc., Orange County Superior Court, Case No. 30-2016-00857365-CU-CR-CXC

Van Son v. Rush Truck Centers of California, Inc., Los Angeles County Superior Court, Case No. BC494747

Vasquez v. Schurman Fine Papers, San Joaquin County Superior Court, Case No. STK-CV-LMC-2015-10035

Velasquez v. Modesto Ventures, LLC, Sacramento County Superior Court, Case No. 32-2012-00126159

Victoria v. Bali Limousines Inc., San Mateo County Superior Court, Case No. CIV507774

Victorian v. Vision X, Inc., Los Angeles County Superior Court, Case No. BC400333

Wade v. Frito Lay, Kern County Superior Court, Case No. BCV-17-102014

Walls v. E. & J. Gallo, Stanislaus County Superior Court, Case No. 2015874

Warner v. Waterdrops Express Car Wash, LLC, Tulare County Superior Court, Case No. 265708

Waybright v. EAH, Inc., Stanislaus County Superior Court, Case No. 2011677

Weiss v. C.A.R. Enterprises, Inc., Riverside County Superior Court, Case No. RIC1113165

White v. Sally Beauty Supply, LLC, Imperial County Superior Court, Case No. ECU08177

Williams v. Dennis Dillon RV, LLC, San Bernardino County Superior Court, Case No. CIVDS 16006879

Williams v. Closet World, Inc., Los Angeles County Superior Court, Case No. BC400178

Williams v. Progress Rail Services Corporation, Kern County Superior Court, Case No. S-1500-CV-280236 DRL

Wing v. Three Group, Inc., Los Angeles County Superior Court, Case No. BC643883

Wilson v. ALSCO, Inc., Imperial County Superior Court, Case No. ECU07406

Wilson v. Michael C. Stead, Inc., Contra Costa Superior Court, Case No. C1400135

Winningham v. Storer Transportation Service, San Joaquin County Superior Court, Case No. 39-2015-00324708-CU-STK

Woody v. WBN Home Design, San Bernardino County Superior Court, Case No. CIVDS1613367

Woods, et al. v. F&B Innovations, LLC, San Bernardino County Superior Court, Case No. CIVDS1717765

Woodyard v. Bellus ALC Acquisition, LLC, USDC – Central District of California (Los Angeles), Case No. 2:13-cv-05285 SJO AGRx

Wright v. Social Vocational Services, Inc., Kern County Superior Court, Case No. BCV-15-101264

Ybarra v. New Legend, Inc., Sutter County Superior Court, Case No. CVCS-16-2097

Zaragoza v. Center Automotive, Inc., Los Angeles Superior Court, Case No. BC505194

EXHIBIT B

GAINES & GAINES

A PROFESSIONAL LAW CORPORATION

WWW.GAINESLAWFIRM.COM

27200 AGOURA ROAD, SUITE 101
CALABASAS, CALIFORNIA 91301

PHONE (818) 703-8985
FAX (818) 703-8984

September 9, 2021

Via Certified Mail

Labor & Workforce Development Agency
By electronic submission

Triunity JLRLA LLC
7055 N. Palm Ave.
Fresno, CA 93650

Defendant mailed certified # 70190700000201201183

Triunity Automotive Group LLC
7055 N. Palm Ave.
Fresno, CA 93650

Defendant mailed certified # 70190700000201201190

Agent for Service of Process for Triunity JLRLA LLC
Richard G. Rasmussen
301 N. Lake Ave., Suite 1100
Pasadena, CA 91101

Agent mailed certified # 70190700000201201206

Agent for Service of Process for Triunity Automotive Group LLC
Richard G. Rasmussen
301 N. Lake Ave., Suite 1100
Pasadena, CA 91101

Agent mailed certified # 70190700000201201176

Re: ***Labor Code Violations of Triunity JLRLA LLC and Triunity Automotive Group LLC – Compliance Letter of California Labor Code § 2698 –Private Attorneys General Act***

Dear LWDA:

This office represents David Meza, a former non-exempt California employee of Triunity JLRLA LLC and/or Triunity Automotive Group LLC (collectively, “Defendants”). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

Our client was employed by Defendants in Southern California. Herein we set forth the facts and theories of California Labor Code violations which we allege Defendants engaged in with respect to our client and other of their non-exempt California employees (“Aggrieved Employees”).

Our client claims that Defendants failed to pay him and other Aggrieved Employees all wages due, in violation of Labor Code §§ 510, 558, 1194 and 1194.2 and IWC Wage Order 4-2001. Defendant required our client and other Aggrieved Employees to perform work-related activities off-the-clock and attend mandatory training sessions (if they did not complete these training sessions, they would not be eligible for a promotion), but were not compensated for this time. An employer is obligated to pay the wages of an hourly employee for all time that the employee is under the control of the employer, and this includes all the time the employee is suffered or permitted to work, whether or not required to do so. When our client and other Aggrieved Employees performed work-related activities off-the-clock and attended required training sessions, they were under the control of Defendants and required to be compensated for these hours worked. Defendants, however, failed to do so, in violation of Labor Code §§ 510, 558, 1194 and 1194.2 and IWC Wage Order 7-2001, section 5.

Defendants failed to pay premium wages to our client and other Aggrieved Employees who were denied proper meal periods, in violation of Labor Code §§ 226.7, 512, 558 and IWC Wage Order 7-2001. Our client and Aggrieved Employees were routinely denied, and not authorized to take, a proper, timely, uninterrupted, 30-minute meal period for every shift worked that exceeded five hours, or a second proper, timely, uninterrupted, 30-minute meal period for every shift worked that exceeded ten hours, but were not paid premium wages of one hour's pay for each missed first or second meal period. When they were able to take a meal period, they were oftentimes improperly provided after the fifth hour of work, in violation of Labor Code §§ 226.7, 512 and 558 and IWC Wage Order 7-2001.

Our client also alleges that Defendants failed to pay premium wages to him and other Aggrieved Employees who were denied rest periods, in violation of Labor Code §§ 226.7, 558 and IWC Wage Order No. 7-2001. Our client and Aggrieved Employees were routinely unable to take a 10-minute rest period for every four (4) hours of work or major fraction thereof, but were not paid premium wages of one hour's pay for each missed rest period. Due to the busy nature of their work schedules, our client and Aggrieved Employees were simply unable to take the vast majority of their entitled rest periods. This violates Labor Code §§ 226.7, 558 and IWC Wage Order No. 7-2001.

Our client further alleges that Defendants failed to provide him and Aggrieved Employees with wage statements that fully and accurately itemized the requirements set forth in Labor Code §§ 226(a) and 226.3. Our client and other Aggrieved Employees were not paid all minimum wages, overtime wages and premium meal and rest period wages due, as stated above. As such, the wage statements provided by Defendants failed to accurately state all gross wages earned, in violation of Labor Code §§ 226(a)(1) and 226.3, total hours worked, in violation of Labor Code §§ 226(a)(2) and 226.3, net wages earned, in violation of Labor Code §§ 226(a)(5) and 226.3, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each rate, in violation of Labor Code §§ 226(a)(9) and 226.3.

Labor & Workforce Development Agency
Triunity JLRLA LLC
Triunity Automotive Group LLC
Richard G. Rasmussen
Page 3

Our client further alleges that Defendants paid certain Aggrieved Employees their final wages beyond the time frames set forth in Labor Code §§ 201 and 202. As Plaintiff and certain Aggrieved Employees of Defendants were not paid all wages due and owing throughout the course of their employment, as detailed above, at the time of their separation they were not paid all final wages due and owing for the entirety of their employment. This violates Labor Code §§ 201-203.

The \$75 PAGA filing fee has been electronically submitted to the LWDA concurrently with the transmission of this letter.

We invite Defendants or their attorneys to contact our office to discuss this matter, including whether an early resolution of the claims can be reached.

Very truly yours,

GAINES & GAINES
A Professional Law Corporation

By :

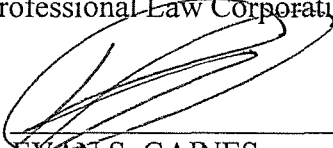

EVAN S. GAINES

EXHIBIT C



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Los Angeles Office
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Beverly Hills, CA 90210

zach@crosnerlegal.com
office: (310) 496-5818
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June 8, 2022

VIA ONLINE FILING ONLY:

California Labor & Workforce
Development Agency
ATTN: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102
PAGAfilings@dir.ca.gov

VIA U.S. CERTIFIED MAIL:

Richard G. Rasmussen
Agent for Service of Process for:
Triunity JLRLA LLC
301 N. Lake Ave., Ste 1100
Pasadena, CA 91101

Triunity JLRLA LLC
Attn: Human Resources/Legal Dept.
7055 N. Palm
Fresno, CA 93650

Richard G. Rasmussen
Agent for Service of Process for:
Triunity Automotive Group LLC
301 N. Lake Ave., Ste 1100
Pasadena, CA 91101

Triunity Automotive Group LLC
Attn: Human Resources/Legal Dept.
7055 North Palm Avenue
Fresno, CA 93650

NOTICE OF PRIVATE ATTORNEYS GENERAL ACT CLAIM

To: California Labor and Workforce Development Agency; Triunity JLRLA LLC;
and Triunity Automotive Group LLC
Date: June 8, 2022
Subject: *Derek J. Fox v. Triunity JLRLA LLC et. al.*

Introduction

This office represents COMPLAINANT, Derek J. Fox (hereinafter "COMPLAINANT") in connection with COMPLAINANT's claims under the California Labor Code. COMPLAINANT was, at all relevant times herein mentioned, an employee of the following entities and individual

managing agents of said entities: Triunity JLRLA LLC; and Triunity Automotive Group LLC (hereinafter, these entities and their managing agents are collectively referred to as "EMPLOYER"). EMPLOYER may be contacted directly at the addresses listed above.

Pursuant to California Labor Code sections 2699.3 and 2699.5, COMPLAINANT, on behalf of COMPLAINANT, and on behalf of all current and former non-exempt employees employed by EMPLOYER within one year of the date of this notice ("NON-EXEMPT AGGRIEVED EMPLOYEES") and on behalf of all current and former exempt employees employed by EMPLOYER within one year of the date of this notice ("EXEMPT AGGRIEVED EMPLOYEES"), hereby gives written notice ("NOTICE") of COMPLAINANT's claims against EMPLOYER. This NOTICE is being provided via online filing to the California Labor and Workforce Development Agency ("LWDA") and EMPLOYER via certified mail to its Agent(s) for Service of Process and the entity address as provided to the California Secretary of State.

This NOTICE also serves to demonstrate COMPLAINANT's reasonable attempt at settlement with EMPLOYER. If EMPLOYER is interested in settling this matter before a lawsuit is filed, EMPLOYER may contact Crosner Legal, P.C. at the address listed at the close of this NOTICE. This settlement attempt is in compliance with relevant California law. *Graham v. Daimler Chrysler Corp.* (2004) 24 Cal.4th 553, 561.

This NOTICE is sent in compliance with the reporting requirements of California Labor Code sections 2699.3 and 2699.5. This NOTICE further reserves any and all rights by COMPLAINANT to amend this notice to include, amend, or add further charges upon discovery of new violations of any of the provisions of the California Labor Code. In addition, to the extent that entities and/or other individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code sections including, but not limited to sections 558.1 and 1197.1—COMPLAINANT reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue. Any further amendments and changes to this notice shall relate back to the date of this NOTICE. Consequently, EMPLOYER is on notice that COMPLAINANT continues its investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of *any* of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein. For violations that are curable under § 2699.3(c) and that EMPLOYER intends to cure within the statutory time period set forth in §§ 2699 and 2699.3(c), the EMPLOYER shall provide notice including a description of the actions taken to cure. If the alleged violation is not cured within the statutory time period, COMPLAINANT will commence a civil action pursuant to section 2699. For all other violations that are not curable, an action pursuant to section 2699(a) and 2699(f) will commence after the requirements under 2699.3 are fulfilled.

Based on the following summary of facts and theories upon which COMPLAINANT will base COMPLAINANT's claims, COMPLAINANT requests that the LWDA regard this NOTICE as written notice of COMPLAINANT's intent to seek civil penalties against EMPLOYER.

COMPLAINANT, on behalf of COMPLAINANT, NON-EXEMPT AGGRIEVED EMPLOYEES, and EXEMPT AGGRIEVED EMPLOYEES, alleges that the specific provisions of California law that EMPLOYER has violated, requiring this NOTICE, include but are not limited to: California Labor Code sections 201-203, 204, 216, 221-223, 226, 226.2, 226.7, 245-248.5, 432, 432.5, 432.7, 510, 512, 558, 558.1, 976, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1198.3, 1199, 2751, 2802, 2810.5, and all applicable Wage Orders.

The Named Entities Are Joint Employers of COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES

California courts have recognized that the definition of “employer” for purposes of enforcement of the California Labor Code goes beyond the concept of traditional employment to reach irregular working arrangements for the purpose of preventing evasion and subterfuge of California’s labor laws. *Martinez v. Combs* (2010) 49 Cal.4th 35, 65. As such, anyone who directly or indirectly, or through an agent or any other person, engages, suffers, or permits any person to work or exercises control over the wages, hours, or working conditions of any person, may be liable for violations of the California Labor Code as to that person.

COMPLAINANT is informed and believes and thereon alleges that at all relevant times EMPLOYER and unknown entities operated as a single integrated enterprise with common ownership and centralized human resources. Under California law, in determining whether two defendant entities are liable as an integrated enterprise, courts consider four factors: (1) centralized control of labor relations; (2) interrelation of operations; (3) common management; and (4) common ownership or financial control. *Laird v. Capital Cities/Abc, Inc.* (1998) 68 Cal.App.4th 727, 737 (overruled on other grounds, *Reid v. Google, Inc.* (2010) 50 Cal. 4th 512 (2010).)

COMPLAINANT believes and hereon asserts that EMPLOYER and unknown entities must be classified as joint employers of COMPLAINANT for purposes of liability for civil penalties under PAGA, as the aforementioned entities engaged, suffered and permitted COMPLAINANT to perform services from which they benefited, and furthermore that the aforementioned entities had the right to exercise control over the wages, hours and/or working conditions of COMPLAINANT at all relevant times herein, so as to be considered the joint employers of COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES. By reason of their status as joint employers of COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES, they are each liable for civil penalties for violations of the California Labor Code and applicable Wage Orders as to COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES.

Individual Liability Under Labor Code § 558.1

Labor Code section 558.1 permits joint and several liability as to both an individual and employer for violations of Labor Code sections 203, 226, 226.7, 1194, and 2802. EMPLOYER, at all relevant times, was an employer or person acting on behalf of employer(s) who violated COMPLAINANT’s and other NON-EXEMPT AGGRIEVED EMPLOYEES’ and EXEMPT

AGGRIEVED EMPLOYEES' rights by violating various sections of the California Labor Code. The California Legislature defines "other person acting on behalf of an employer" as "*a natural person* who is an owner, director, officer, or managing agent of the employer." The "managing agent" definition mirrors that found in California's punitive damages statute (subdivision (b) of section 3294 of the Civil Code). Under that statute and supporting case law, "managing agents" are all employees who exercise substantial independent authority and judgment in their corporate decision-making such that their decisions ultimately determine corporate policy. *White v. Ultramar, Inc.* (1999) 21 Cal. 4th 563, 566-67. For the reasons set forth above and others, at all relevant times, the above-listed individuals meet the criteria of managing agents under California law, and therefore, may be held liable under California Labor Code sections 558 and 558.1 for violations of Labor Code §§ 203, 226, 226.7, and 1194 as further described in detail below.

COMPLAINANT intends to further name any unknown individuals responsible for violations arising under Labor Code sections 558 and 558.1 after further discovery. COMPLAINANT will ask the Court to relate the amendment of the PAGA charge and the operative complaint to the date of filing of these charges. COMPLAINANT asks and demands that EMPLOYER put these individuals on notice immediately to provide them as much notice possible to mount in defense. In the alternative, COMPLAINANT also offers to EMPLOYER to place those individuals on notice if EMPLOYER voluntarily provides their contact information.

General Information

EMPLOYER and its managing agents own, operate, or otherwise manage vehicle dealership and/or vehicle service locations, including but not limited to vehicle dealerships and/or vehicle service locations in Fresno, California, and Los Angeles, California. Although EMPLOYER may operate successful companies or have a noble mission, EMPLOYER does not comply with California labor law.

COMPLAINANT was employed by EMPLOYER as a non-exempt employee from in or around August 2019 through in or around June 30, 2021. COMPLAINANT worked for EMPLOYER during the relevant time period as a salesperson and/or other similar title at one of EMPLOYER's dealerships located at 400 S La Brea, Los Angeles CA 90036. At times, EMPLOYER required COMPLAINANT to drive EMPLOYER's vehicle(s) to another dealership owned, managed, and/or operated by EMPLOYER, including its dealership in Fresno, California. COMPLAINANT typically worked shifts longer than eight (8) hours per day (at times more than twelve hours per shift), at least five (5) days per week. EMPLOYER paid COMPLAINANT an hourly rate, commissions, and non-discretionary bonuses.

Among other things, EMPLOYER (1) failed and continues to fail to keep accurate and complete time records for COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES; (2) failed and continues to fail to pay COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES for all hours worked; (3) failed and continues to fail to pay COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES at least minimum wage for all hours worked and overtime/regular rates for corresponding work; (4) failed and continues to fail to pay all owed overtime wages,

including but not limited to unpaid overtime wages due to EMPLOYER's failure to incorporate all non-discretionary compensation into the overtime premium pay calculations; (5) failed and continues to fail to provide COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES with proper meal and/or rest breaks, and/or compensate COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES an additional hour of premium pay at the regular rate of compensation for missed/improper meal and/or rest periods; (6) refused and continues to refuse to make and/or falsely denied the amount of payments due to COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES, including but not limited to, owed sick pay; (7) failed and continues to fail to place COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES on proper notice of their workplace rights, including but not limited to owed sick pay; (8) failed and continues to fail to provide legally compliant wage statements to COMPLAINANT, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES; (9) made unlawful deductions from COMPLAINANT's and other NON-EXEMPT AGGRIEVED EMPLOYEES' and EXEMPT AGGRIEVED EMPLOYEES' paychecks; (10) failed and continues to fail to timely pay wages to COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES during employment and/or upon separation of employment; (11) failed and continues to fail to reimburse COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES for business expenses incurred on behalf of EMPLOYER; (12) failed and continues to fail to provide written commission agreements that comply with Labor Code section 2751; (13) conducted and continues to conduct illegal criminal and/or financial background checks as a condition of COMPLAINANT's, NON-EXEMPT AGGRIEVED EMPLOYEES' and EXEMPT AGGRIEVED EMPLOYEES' hire and continued employment; (14) required and continues to require NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to disclose arrests not resulting in convictions and/or to disclose convictions prior to extending an offer of employment and/or otherwise impermissibly inquired and continues to inquire into NON-EXEMPT AGGRIEVED EMPLOYEES', and/or EXPEMPT AGGRIEVED EMPLOYEES' criminal history on their employment applications and sign off on same as a condition of employment; and (15) required and continues to require NON-EXEMPT AGGRIEVED EMPLOYEES, and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to a term or condition that violates the law as a condition of employment. Further descriptions of the above-mentioned violations and others are explained below.

Labor Code Violations

Recordkeeping Requirement Violations: California Labor Code section 1174 requires employers to keep "accurate and complete" payroll records showing, among other things, the hours worked daily by COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES. All applicable IWC Wage Orders, section 7 similarly requires employers to keep accurate time records reflecting the times during which all owed meal periods were provided each day.

At all relevant times, EMPLOYER failed, and continues to fail, to keep accurate and complete payroll records as required by law, including but not limited to the following records: total daily hours worked, applicable rates of pay, time records showing when COMPLAINANT and other

NON-EXEMPT AGGRIEVED EMPLOYEES began and ended each work period, time records of meal periods, and accurate itemized wage statements.

EMPLOYER failed and continues to fail to keep accurate and complete records showing total hours worked by COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES by virtue of EMPLOYER's time rounding and/or auto deduction policies and practices and other mandated off-the-clock work policies and practices, described herein.

EMPLOYER further failed and continues to fail to keep accurate and complete records showing total hours worked by virtue of EMPLOYER's failure to relieve COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES of all duties and EMPLOYER's control for unpaid meal periods, resulting in unpaid hours worked.

EMPLOYER further failed, and continues to fail, to record the true start and end times of COMPLAINANT's and NON-EXEMPT AGGRIEVED EMPLOYEES' meal periods. Based on information and belief, EMPLOYER failed to record the true and end times of NON-EXEMPT AGGRIEVED EMPLOYEES' meal periods and instead automatically deducted at least 30 minutes (and at times 60 minutes) per shift for meal periods that were unlawful and/or not taken. For example, EMPLOYER's time records for COMPLAINANT regularly show a deduction of 60 minutes between the hours of 12:00 pm and 1:00 pm and/or between 1:00 pm and 2:00 pm. On other days, there are deductions of 60 minutes or 30 minutes at different times.

EMPLOYER further failed and continues to fail, to record the true start and end times of COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES' work shifts. For example, COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES regularly performed off-the-clock work that was not recorded and not compensated.

Additionally, EMPLOYER failed, and continues to fail to keep accurate records and issue accurate wage statements by not documenting accrued sick time for COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES.

EMPLOYER's failure to keep "accurate and complete" payroll records for COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES violates Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7. These violations subject EMPLOYER to civil penalties under Labor Code sections 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each NON-EXEMPT AGGRIEVED EMPLOYEE, results in a separate civil penalty.¹

Meal Period Violations: California law requires employers to provide employees a duty-free, uninterrupted thirty (30) minute meal period when an employee works more than five (5) hours in a workday, and it must be provided within the first five (5) hours the employee works. Lab. Code section 512 (and all applicable IWC Wage Orders), section 11(A) and (C); *Brinker Restaurant*

¹ See Lab. Code §2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period").

Corp. v. Superior Court (2012) 53 Cal.4th 1004. Employers must also provide employees with a second duty-free, uninterrupted thirty (30) minute meal period when an employee works more than (10) hours in a workday, and it must be provided before the end of the 10th hour of work. *Ibid.* Meal periods can be waived, but only under the following circumstances: (1) if an employee's total work period in a day is over five (5) hours but no more than six (6) hours, the required meal period may be waived by mutual consent of the employer and employee, and (2) if an employee's total work period in a day is over ten (10) hours but no more than twelve (12) hours, the required second meal period may be waived by mutual consent of the employer and employee, but only if the first meal period was not waived. *Ibid.* Upon information and belief, COMPLAINANT did not sign a valid meal period waiver throughout COMPLAINANT's employment by EMPLOYER.

Employers covered by any and all applicable IWC Wage Orders have an obligation to both (1) relieve their employees for at least one meal period for shifts over five hours (see above), *and* (2) to record having done so. If the employer fails to properly record a valid meal period, it is presumed that no meal period was provided. All applicable IWC Wage Orders, section 7(A)(3) ("Meal periods . . . shall also be recorded"); *Brinker, supra*, 53 Cal.4th 1004, 1052-1053, citing section 7(A)(3) ("If an employer's records show no meal period for a given shift over five hours, a rebuttable presumption arises that the employee was not relieved of duty and no meal period was provided").

Employers must pay employees an additional hour of wages at the employees' regular rate of pay for each missed or unlawful meal period (e.g., less than 30 minutes, interrupted meal period, first meal period provided after five (5) hours, second meal period provided after 10 hours). Lab. Code § 226.7; all applicable IWC Wage Orders, §11(B) ("If an employer fails to provide an employee a meal period in accordance with the applicable provision of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided"); *Brinker, supra*, 53 Cal.4th 1004.

COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES consistently worked shifts of five and a one-half (5 ½) hours or more, entitling them to at least one meal period. However, COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES would not receive legally compliant thirty (30) minute first (and second) meal periods. COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES were consistently unable to take timely, off duty, thirty-minute, uninterrupted meal periods, often being forced to take late meal periods, interrupted meal periods, and/or work through part or all their meal periods due to the nature and constraints of their job duties and/or commentary from supervisors pressuring them to take non-compliant meal periods or skip meal periods completely. Based on information and belief, EMPLOYER instructed NON-EXEMPT AGGRIEVED EMPLOYEES to clock out for a meal period but to continue working during the purported meal period and/or EMPLOYER manipulated time records for NON-EXEMPT AGGRIEVED EMPLOYEES in order to reflect a purported meal period even when no such meal period was provided. COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES were consistently denied compliant meal periods. For example, COMPLAINANT was consistently unable to take a compliant meal period due to his need to complete his job duties, including but not limited to assisting existing or potential customers/buyers with a purchase and/or

test drive. Moreover, COMPLAINANT was required to remain responsive to work-related phone calls and/or text messages during purported meal periods. Based on information and belief, at times, EMPLOYER's payroll/human resources department manipulated COMPLAINANT's time records to reflect an off-duty 30-minute or 60-minute meal period even when no such meal period was provided.

On information and belief, EMPLOYER's time records for COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES demonstrate that meal periods were late. Moreover, based on information and belief, EMPLOYER's time records for COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES often indicate an earlier meal period start time than the actual meal period start time due to EMPLOYER's policy and/or practice of manipulating employees' time records and/or commentary from supervisors and/or managers pressuring NON-EXEMPT AGGRIEVED EMPLOYEES to clock out for a meal period but continue working during the purported meal period, thereby forcing NON-EXEMPT AGGRIEVED EMPLOYEES to take a meal period at a later time.

Based on information and belief, EMPLOYER implemented a policy and/or practice of rounding the start and end times of NON-EXEMPT AGGRIEVED EMPLOYEES' meal periods and/or of automatically deducting at least thirty minutes per shift for missed/unlawful meal periods, despite having actual and/or constructive knowledge that NON-EXEMPT AGGRIEVED EMPLOYEES did not receive compliant meal periods. For example, EMPLOYER's time records for COMPLAINANT consistently indicate a meal period of a full thirty minutes or a full sixty minutes.

EMPLOYER implemented policies and/or practices that failed to relieve COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES of all duties and EMPLOYER's control during unpaid meal periods. Based on information and belief, EMPLOYER had a uniform policy and practice of requiring COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES to be responsive to work-related inquiries during their shifts, including but not limited to during unpaid meal periods. For example, COMPLAINANT's purported meal periods were consistently interrupted with phone calls/messages to his personal cell phone from, e.g., coworkers, and/or customers/buyers, which COMPLAINANT was required to respond.

Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES often completed off-the-clock work prior to their scheduled shift time which EMPLOYER failed to take into account when scheduling meal periods for NON-EXEMPT AGGRIEVED EMPLOYEES. Based on information and belief, meal periods were late, in part due to unaccounted pre-shift off-the-clock work.

Based on information and belief, EMPLOYER had actual and/or constructive knowledge that its policies and practices resulted in the denial of uninterrupted meal periods owed to COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES, in violation of California's meal period laws.

EMPLOYER also failed to keep accurate records of the start and end times of COMPLAINANT's and NON-EXEMPT AGGRIEVED EMPLOYEES' meal periods. Further, based on information and belief, EMPLOYER illegally rounded the start and end times of employee meal periods resulting in NON-EXEMPT AGGRIEVED EMPLOYEES not being paid for all time worked as well as late and/or shortened meal periods. *See Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58.

Based on further information and belief, EMPLOYER did not have a compliant written meal period policy, nor did EMPLOYER have any sort of compliant policy in practice. Liability for the NON-EXEMPT AGGRIEVED EMPLOYEES can be established by evidence that an employer adopted a uniform corporate break policy that failed to give full effect to California law and the applicable Wage Order requirements. The fact that employees may legally waive meal breaks does not affect this result. *Brinker, supra*, 53 Cal.4th 1004.

COMPLAINANT is further informed and believes and thereon alleges that EMPLOYER had actual and/or constructive knowledge that its time-rounding and auto-deduction policies and practices resulted in the denial of lawful meal periods owed to COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES, in violation of California's meal period laws.

Moreover, per EMPLOYER's uniform policy and practice, NON-EXEMPT AGGRIEVED EMPLOYEES who worked shifts of more than ten hours did not receive a second legally compliant thirty (30) minute meal period. For example, when COMPLAINANT worked more than ten hours in a shift, COMPLAINANT was not provided with a second meal period.

EMPLOYER failed to pay COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES, an additional hour of wages at their respective regular rates of compensation for each workday a lawful meal period was not provided. EMPLOYER either failed to pay a meal period premium at all for each workday a proper meal period was not provided and/or failed to pay the proper meal period premium for failure to incorporate all non-discretionary remuneration, including but not limited to, bonuses, commission/piece-rate pay, shift differential pay and/or other non-discretionary compensation into the regular rate or compensation for purposes of calculating the owed meal period premium.

The aforementioned conduct results in violations of Labor Code sections 226.7, 512, and 1198-1199, and all applicable IWC Wage Orders, section 11(A) and (C) along with all applicable IWC Wage Orders. These violations subject EMPLOYER to civil penalties under Labor Code sections 558.1, 558 and 2699, and all applicable IWC Wage Orders, section 20. Each violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE for each pay period during which the referenced statutes and Wage Order provisions were violated.² EMPLOYER's failure to provide valid meal periods,

² See Lab. Code §2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period"); Lab. Code §558 (establishing that the civil penalty is "for each underpaid employee for each pay period for which the employee was underpaid"); All applicable IWC Wage Orders, §20 (establishing that "in addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes

and the automatic deduction for meal periods that were not provided/valid, ultimately results in further violations, such as violation of Labor Code sections 1174, 1199, 226.6, discussed above, and other violations discussed below.

Rest Period Violations: California law requires employers to provide employees a paid, duty-free ten (10) minute rest period for each four (4) hours worked, or major fraction thereof. *See* applicable IWC Wage Order, §12(A). In *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004 (2012), the California Supreme Court held that employees are entitled to a 10-minute paid rest period for shifts from 3 ½ to 6 hours in length, two 10-minute rest periods for shifts more than 6 hours up to 10 hours, and three 10-minute rest periods for shifts of more than 10 hours up to 14 hours. (*Id.* at 1029). The rest period requirement obligates employers to permit and authorize employees to take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. Employers must pay employees an additional hour of wages at the employee's regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted rest period, rest period(s) at improper time(s) during shift(s). Lab. Code §226.7; applicable IWC Wage Order, §12(B) ("If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided").

EMPLOYER did not properly authorize and provide COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES with legally compliant rest periods at a rate of every four (4) hours worked or major fraction thereof, that insofar as practicable, are provided in the middle of the work period, as required by law.

COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES were not adequately informed, authorized, instructed about, nor permitted an opportunity to take proper rest periods per California law. Based on information and belief, EMPLOYER had no policy in place nor instruction as to the taking of duty-free rest periods.

Rest periods were consistently interrupted, cut short, on duty, restricted to premises and/or late due to understaffing, the nature and constraints of COMPLAINANT's and other NON-EXEMPT AGGRIEVED EMPLOYEES' job duties, including but not limited to their need to complete respond to customer inquiries, assist incoming customers, and/or complete other work tasks. COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES were frequently denied legally compliant first, second, or third rest periods.

Based on information and belief, EMPLOYER implemented policies and/or practices that failed to relieve COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES of all duties and EMPLOYER's control during purported rest periods. As such, COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES were pressured to complete their work duties

to be violated, the provisions of this order, shall be subject to the civil penalty... for each underpaid employee for each pay period during which the employee was underpaid").

according to a designated schedule such that rest periods were only taken once tasks were completed, and/or as time permitted. Moreover, COMPLAINANT constantly received work-related messages and/or phone calls to his personal cell phone throughout the day, including but not limited to during purported rest periods.

Furthermore, EMPLOYER failed to pay a rest period premium for each day in which NON-EXEMPT AGGRIEVED EMPLOYEES experienced a missed/unlawful rest period in violation of California law. *Bluford v. Safeway Stores, Inc.* (2013) 216 Cal. App. 4th 864, 872. EMPLOYER failed to pay COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES, an additional hour of wages at their respective regular rates of pay for each workday a proper rest period was not provided. EMPLOYER either failed to pay a rest period premium at all for each workday a proper rest period was not provided and/or failed to pay the proper rest period premium for failure to incorporate all non-discretionary remuneration, including but not limited to, bonuses, shift differential pay, commission/piece-rate pay and/or other non-discretionary compensation into the regular rate of compensation for purposes of calculating the owed rest period premium.

The aforementioned conduct results in violations of Labor Code sections 226.7, and 1198-1199, and all applicable IWC Wage Orders, §12(A). These violations subject EMPLOYER to civil penalties under Labor Code sections 558, 2699, and all applicable IWC Wage Orders, §20. Each violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE for each pay period during which the referenced statutes and Wage Order provisions were violated.³

Minimum Wage Violations: “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorneys’ fees, and costs of suit.” Labor Code section 1194.

Labor Code section 1197 states the California requirement that employees must be paid at least the minimum wage fixed by the Commission, and any payment of less than the minimum wage is unlawful. The minimum wage standard applies to each hour employees worked for which they were not paid. Therefore, an employer’s failure to pay for any particular hour worked by an employee is unlawful even if averaging an employee’s total pay over all hours worked, paid or not, results in an average hourly wage above minimum wage. *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 324. Furthermore, “in any action under Section 98, 1193.6, 1194, or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order

³ See Lab. Code §2699(f)(2) (establishing that the civil penalty is “for each aggrieved employee per pay period”); and All applicable IWC Wage Orders, §20 (establishing that “[i]n addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty... for each underpaid employee for each pay period during which the employee was underpaid”).

of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon..." *Cal. Lab. Code* § 1194.2. EMPLOYER failed to compensate COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES for all hours worked by virtue of EMPLOYER's automatic deduction and time rounding policies, payment according to scheduled hours worked instead of actual time worked, mandated pre-shift/post-shift/ and/or other off-the clock work policies and/or practices and failure to relieve employees of all duties/employer control during unpaid meal periods or otherwise unlawful practices for missed or improper meal periods.

As explained above, COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES were consistently unable to take off duty, thirty-minute, uninterrupted meal periods, often being forced to work through part or all their meal periods due to understaffing, the nature and constraints of their job duties, and/or commentary from supervisors pressuring NON-EXEMPT AGGRIEVED EMPLOYEES to take non-compliant meal periods or skip meal periods completely.

Based on information and belief, EMPLOYER implemented a policy and/or practice of rounding meal period start and end times and/or automatically deducting at least thirty minutes (or sixty minutes) per shift for meal periods, despite having actual and/or constructive knowledge that COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES were working through part or all of these purported meal periods, depriving NON-EXEMPT AGGRIEVED EMPLOYEES of all wages owed.

Moreover, COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES were required to perform other off-the-clock work for which they were not compensated. For example, COMPLAINANT was required to complete off-the-clock work on weekends and/or days off and/or otherwise outside of his scheduled shift due to his need to respond to work related phone calls and/or messages, including but not limited to communications with co-workers/managers and/or communications from customers/prospective buyers. COMPLAINANT estimates that this type of off-the-clock work amounted to at least 2-3 hours of off-the-clock work each week.

Based on information and belief, other NON-EXEMPT AGGRIEVED EMPLOYEES also regularly performed off-the-clock work due to their need to respond to work-related communications, and/or their need to complete assigned tasks on a day off or while otherwise off-the-clock. Moreover, based on information and belief, EMPLOYER required NON-EXEMPT AGGRIEVED EMPLOYEES to submit to mandatory drug testing without compensating them for time spent completing such drug testing.

EMPLOYER's failure to pay for all time worked by virtue of its time rounding, auto-deduction policies and practices, failure to provide off-duty 30-minute meal periods, and mandated off-the-clock work practices and policies, resulted in the underpayment of minimum wages owed to COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES as well as unpaid overtime wages for those NON-EXEMPT AGGRIEVED EMPLOYEES who worked more than eight (8) hours in a day and/or forty hours in a week.

Based on information and belief, EMPLOYER had actual and/or constructive knowledge that its time rounding policies/practices, auto-deduction policies and practices, failure to provide off-duty meal periods and other mandated off-the-clock work described above resulted in the underpayment of minimum wages owed to COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES, in violation of California's minimum wage laws.

Moreover, based on information and belief, at times NON-EXEMPT AGGRIEVED EMPLOYEES were denied all owed minimum wages due to EMPLOYER's policy and practice of paying some NON-EXEMPT AGGRIEVED EMPLOYEES on a commission basis without accounting for all hours worked, thereby depriving NON-EXEMPT AGGRIEVED EMPLOYEES of at least minimum wages for all hours worked (when such commissions were less than the applicable minimum wage for all hours worked). Moreover, based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES that were paid on a commission basis were not separately paid minimum wages for all time spent completing tasks unrelated to the earning of sales-based commissions, including but not limited to trainings or meetings. For example, at times COMPLAINANT was required to drive one of EMPLOYER's vehicles from its dealership in Los Angeles, CA to its dealership in Fresno, CA. Based on information and belief, this work time was not separately compensated.

These violations subject EMPLOYER, to civil penalties under Labor Code sections 558, 558.1, 1197.1 and all applicable IWC Wage Orders, §20. Each violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE, for each pay period during which the referenced statutes and Wage Order provisions were violated.⁴

Overtime Violations: California law requires employers to pay overtime equal to one and one-half times the regular hourly rate of pay for each hour worked beyond eight (8) hours per workday and each hour worked beyond forty (40) hours per work week. Lab. Code §510; IWC Wage Order All applicable IWC Wage Orders §3. Employers must pay overtime equal to double the regular hourly rate of pay for each hour worked beyond twelve (12) hours per workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in a work week. *Ibid.*

EMPLOYER violated California's overtime laws by, among other things, failing to correctly calculate, or record at all, the total number of hours worked by COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES and not paying proper overtime rates for overtime worked by virtue of same.

⁴ See Lab. Code §1197.1(a) (establishing that the civil penalty is "for each underpaid employee for each pay period for which the employee was underpaid"); All applicable IWC Wage Orders, §20 (establishing that "In addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty... for each underpaid employee for each pay period during which the employee was underpaid").

Namely, EMPLOYER's automatic deduction and time rounding policies and practices for meal periods, payment according to scheduled hours worked rather than actual time worked/mandated off-the clock and/or uncompensated work (described above) as well as other off-the-clock work completed during meal periods (described above), resulted in the failure to account for all hours worked and thus the denial of minimum wages as well as overtime wages owed to COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES who worked more than eight (8) hours in a day or more than forty (40) hours in a week.

Based on information and belief, EMPLOYER failed and continues to fail to pay premium wage rate for hours worked beyond eight (8) hours in a day or beyond forty hours in a week.

Based on information and belief, EMPLOYER failed to pay twice NON-EXEMPT AGGRIEVED EMPLOYEES' regular rate(s) of pay for time worked beyond twelve (12) hours per workday and for time worked beyond eight (8) hours on the seventh consecutive day of work in a work week, in violation of California overtime laws.

Moreover, based on information and belief, at times NON-EXEMPT AGGRIEVED EMPLOYEES were denied all owed overtime wages due to EMPLOYER's policy and practice of paying some NON-EXEMPT AGGRIEVED EMPLOYEES on a commission basis without accounting for all hours worked, thereby depriving NON-EXEMPT AGGRIEVED EMPLOYEES of at least 1.5 times the applicable minimum wage for all hours worked (when such commissions were less than 1.5 times the applicable minimum wage for all hours worked). Moreover, based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES that were paid on a commission basis were not separately paid overtime wages for all time spent completing tasks unrelated to the earning of sales-based commissions.

Based on information and belief, EMPLOYER failed to incorporate all non-discretionary remuneration, including but not limited to, shift differential pay, bonus pay, commission and/or piece rate pay and/or other non-discretionary pay into the regular rate of compensation used to calculate the owed overtime rate(s), resulting in the miscalculation and underpayment of overtime wages owed to COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES.

This conduct results in violations of Labor Code sections 218.5, 510, 558, 558.1, 1198-1199, and all applicable IWC Wage Orders, §12(A). These violations subject EMPLOYER to civil penalties under Labor Code sections 558, 558.1, 218.5, and 2699, and all applicable IWC Wage Orders, §20. Each violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE, for each pay period during which the referenced statutes and Wage Order provisions were violated.⁵

⁵ See Lab. Code §2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period"); Lab. Code §558 (establishing that the civil penalty is "for each underpaid employee for each pay period for which the employee was underpaid"); All applicable Wage Orders, §20 (establishing that "in addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty... for each underpaid employee for each pay period during which the employee was underpaid").

Failure to Provide Written Commission Agreements: Labor Code section 2751 requires that all commission contracts "be in writing and . . . set forth the method by which the commissions shall be computed and paid." Cal. Lab. Code section 2751(a) (2012). Under the statute, employers must also "give a signed copy of the contract to every employee who is a party [to the contract] and . . . obtain a signed receipt for the contract from each employee." *Id.* section 2751(b).

Based on information and belief, EMPLOYER failed to provide COMPLAINANT, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES who were compensated on a commission basis with proper written commission agreements, in violation of Labor Code section 2751. Based on information and belief, EMPLOYER's commission agreement did not set forth the method by which commissions would be calculated, in violation of Labor Code section 2751. Moreover, based on information and belief, EMPLOYER changed the terms of pre-existing written commission agreements without providing a copy of new commission agreement(s) and/or without obtaining a signed receipt of the new commission agreement from COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES that were paid on a commission basis. For example, based on information and belief, EMPLOYER changed the terms of the commission agreement including but not limited to increasing the cost of "packs"⁶ that are deducted from the commissionable amount, without providing an updated agreement to COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES paid on a commission basis. As such, EMPLOYER violated Labor Code section 2751.

Violation of Labor Code Section 976: Labor Code section 976 provides that "No person shall publish or cause to be published any advertisement, solicitation or communication in any newspaper, poster, or letter, offering employment as a salesman, broker or agent whether as an employee or independent contractor, which advertisement, solicitation or communication (a) is willfully designed to mislead any person as to compensation or commissions which may be earned; or (b) falsely represents the compensation or commissions which may be earned."

Based on information and belief, EMPLOYER has a policy and/or practice of offering prospective employees, including NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES, a higher compensation and commission that is misleading as it falsely represents the compensation or commission that will be earned during employment, as the actual compensation or commission earned is lower than that which is offered to induce employment or continued employment. Such a practice or policy is in violation of Labor Code section 976.

Violation of Labor Code Section 226.2: Labor Code section 226.2 requires an employer to pay employees compensated on a piece-rate basis separately for rest and recovery periods and

⁶ One of COMPLAINANT's commission agreements defines "packs as follows: "Packs" are noncommissionable amounts reserved from the gross profit to cover a portion of actual or allocated non-invoiced dealership costs associated with or related to the purchase, without limitation, such as flooring, marketing, advertising, and/or other dealership expenses not reflected in invoices or price of the vehicle.

nonproductive time, apart from any piece-rate pay. This statute further requires an employer to include on the wage statements for these employees the total hours of compensable rest and recovery period, the total hours for other non-productive time, the rates of compensation for these hours, and the gross wages paid for these hours. In addition, the statute requires that employees shall be compensated for rest and recovery periods at a regular hourly rate that is no less than the higher of: (i) an average hourly rate determined by dividing the total compensation for the workweek, exclusive of compensation for rest and recovery periods and any premium compensation for overtime, by the total hours worked during the workweek, exclusive of rest and recovery periods, or (ii) The applicable minimum wage. Per case law, Labor Code section 226.2 also applies to employees compensated on a commission basis.

Based on information and belief, EMPLOYER failed to compensate COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES who were paid on a piece rate and/or commission basis separately for rest periods and all nonproductive time, and/or failed to pay them for this time at the correct rates. Based on information and belief, EMPLOYER further failed to include the total hours of rest periods and/or non-productive time on COMPLAINANT's and NON-EXEMPT AGGRIEVED EMPLOYEES' wage statements. As such, EMPLOYER failed to comply with Labor Code section 226.2.

Violation of California Labor Code §§ 245-248.5: Throughout the relevant time period, EMPLOYER failed to provide proper paid sick leave to COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES. EMPLOYER either failed to provide paid sick leave at all or improperly calculated the sick leave accrual and the sick leave rate of pay owed to COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES by failing to base the accrued sick leave hours on the correct number of hours worked (as a result of the rounding/automatic deduction policies and practices for meal periods and shift start and end times/other required off-the-clock work described herein) and by failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including but not limited to, non-discretionary bonuses, shift differential pay, commission and/or piece-rate compensation and/or other non-discretionary compensation into the sick leave pay rate calculation.

Based on information and belief, EMPLOYER further failed to provide notice of the correct sick leave amount balance available to COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES on their wage statements or other written statement.

EMPLOYER failed to put NON-EXEMPT AGGRIEVED on notice of their paid sick leave rights—or thereby putting their entitlement to sick leave in a Labor Code section 2810.5 notice. In addition, EMPLOYER failed to maintain accurate records of used sick leave and the balance of paid sick leave left to the NON-EXEMPT AGGRIEVED EMPLOYEE throughout the relevant time period.

Throughout the relevant period, EMPLOYER failed to provide notice of sick leave amount balance left for COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES, thus affecting their intelligent exercise of their paid sick leave.

But for this failure, COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES would have used their paid sick leave at least prior to their respective separations, for as on several occasions thereafter, he or she would have been entitled to use the banked sick leave and earn appropriate compensation.

This illegal retention of paid sick leave is unlawful, and COMPLAINANT seeks all forms of injunctive relief, restitution, and declaratory relief as permitted by California law, on behalf of COMPLAINANT and all NON-EXEMPT AGGRIEVED EMPLOYEES.

In violation of Labor Code section 247.5, EMPLOYER failed to maintain records documenting the hours worked and paid sick days accrued and used by COMPLAINANT and all NON-EXEMPT AGGRIEVED EMPLOYEES, permitting the presumption that COMPLAINANT and all NON-EXEMPT AGGRIEVED EMPLOYEES were entitled to the maximum number of hours accruable under this article.

Upon information and belief, EMPLOYER further failed and continues to fail to comply with Labor Code section 246, by failing to provide COMPLAINANT and all NON-EXEMPT AGGRIEVED EMPLOYEES with a Labor Code section 226 wage statement, or separate writing containing the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, at the time it pays wages.

EMPLOYER unlawfully retained and continues to retain paid sick leave that should have been paid but was not, as a result of EMPLOYER's failure to properly institute a paid sick leave program.

On information and belief, COMPLAINANT alleges that all of these practices were experienced and continue to be experienced by other NON-EXEMPT AGGRIEVED EMPLOYEES.

COMPLAINANT requests all appropriate relief under the PAGA and these statutes, including but not limited to the restitution of earned paid sick leave that could have been used, but was not due to EMPLOYER's sole failure to institute such a paid sick leave entitlement or paid sick leave bank as required by California law.

Accordingly, COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES are entitled to injunctive relief, attorney's fees, declaratory relief, restitution, and penalties as permitted by law. COMPLAINANT requests all relief pursuant to the aforementioned code provisions, including but not limited to Labor Code sections 233 and 234, which incorporates the paid sick leave requirements.

Refusal to Make Payment: Labor Code section 216 declares unlawful an employer's refusal to pay wages due and payable and/or denial of the validity of any claim to wages due.

EMPLOYER violated and continues to violate Labor Code section 216 by failing to pay COMPLAINANT and all NON-EXEMPT AGGRIEVED EMPLOYEES for all hours worked at

the proper wage rate and by failing to pay COMPLAINANT and all NON-EXEMPT AGGRIEVED EMPLOYEES an additional hour of pay for each meal and/or rest period not provided or that was invalid. *Gould v. Maryland Sound Industries, Inc.* (1995) 31 Cal.App.4th 1137, 1154-1155.

These violations subject EMPLOYER to civil penalties under Labor Code section 225.5. Each violation results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE, for each pay period during which the statute's provisions were violated.⁷

Wage Statement Violations: California law requires every employer semi-monthly or at the time of each payment of wages to furnish each of his or her employees with an accurate itemized wage statement in writing that contains the following: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Cal. Lab. Code. section 226(a).

As EMPLOYER failed to provide COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES with meal and rest periods that complied with Labor Code section 226.7, the wage statements EMPLOYER issued to COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES failed and continue to fail to correctly set forth (a) the gross wages earned, in violation of Labor Code section 226(a)(1); (b) the total hours worked by the employee in violation of Labor Code section 226(a)(2); (c) the net wages earned, in violation of Labor Code section 226(a)(5); and (d) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, in violation of Labor Code section 226(a)(9).

EMPLOYER's wage statements that it provided to COMPLAINANT and all NON-EXEMPT AGGRIEVED EMPLOYEES also failed to indicate the earned gross and net wages earned during the pay period, the correct applicable rates of pay for all hours worked, and the "total hours worked" by the COMPLAINANT and all NON-EXEMPT AGGRIEVED EMPLOYEES (by virtue of the automatic deduction for meal periods/failure to relieve NON-EXEMPT AGGRIEVED EMPLOYEES of all duties and employer control during unpaid meal periods, payment according to scheduled hours worked rather than actual hours worked, and off-the-clock work policies and practices, and other uncompensated work all described in greater detail *supra*), which results in a violation of Labor Code section 226(a). Failure to list all hours worked on a

⁷ Labor Code § 225.5 (establishing that "[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who unlawfully withholds wages due any employee in violation of sections 212, 216, 221, 222, or 223 shall be subject to a civil penalty...for each failure to pay each employee") (emphasis added).

wage statement, gives rise to an inference of injury under Labor Code Section 226 (*Maldonado v. Epsilon Plastics, Inc.*, (2018) 22 Cal.App.5th 1308, 1337).

Based on information and belief, EMPLOYER failed to list the total hours of non-productive time and/or the total time spent on rest/recovery periods on wages statements issued to COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES.

EMPLOYER's failure to accurately list all hours worked on all wage statements caused confusion to COMPLAINANT and caused and continues to cause confusion to other NON-EXEMPT AGGRIEVED EMPLOYEES over whether they received all wages owed to them. COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES were injured by EMPLOYER's failure to provide accurate wage statements.

In addition, because of the violations detailed above, including but not limited to, not paying regular and overtime wages for all hours worked, not paying all sick leave wages at the proper rates, and failing to provide meal and rest break premiums, EMPLOYER has violated California Labor Code § 226 by willfully failing to furnish COMPLAINANT and all NON-EXEMPT AGGRIEVED EMPLOYEES with accurate, itemized wage statements. As described herein, EMPLOYER also failed to incorporate all forms of non-discretionary compensation earned during the pay period into the overtime pay rate calculation, and as such, failed to display the proper overtime rate(s) for each hour of overtime worked by NON-EXEMPT AGGRIEVED EMPLOYEES.

Moreover, based on information and belief, EMPLOYER issued wage statements to NON-EXEMPT AGGRIEVED EMPLOYEES and AGGRIEVED EMPLOYEES that further violate Labor Code section 226(a), by among other things, failing to list the correct name and/or address of the legal entity that is the employer.

As a result, DEFENDANTS issued wage statements that were not accurate and did not include all of the statutorily required information.

These violations subject EMPLOYER to civil penalties under Labor Code section 226. Each violation results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE and EXEMPT AGGRIEVED EMPLOYEE, for each pay period during which the statute provisions were violated.⁸

Unlawful Deductions: Labor Code section 221 prohibits an employer from “collect[ing] or receiv[ing] from an employee any part of wages theretofore paid by said employer to said employee.” Based on information and belief EMPLOYER made unlawful deductions from NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES paychecks during the relevant period due to EMPLOYER's policy and practice of deducting a base rate from earned commissions. For example, EMPLOYER paid COMPLAINANT a base rate of \$2,500 in

⁸ See Lab. Code §226.3 (establishing that the civil penalty is “per employee per violation”).

the first pay period of each month. During the second pay period of the month, EMPLOYER deducted \$2,500 from commissions earned during that pay period. Based on information and belief, such a payment structure would result in violations of Labor Code section 221.

Moreover, based on information and belief, EMPLOYER implemented a commission payment structure that allowed EMPLOYER to deduct dealership expenses from the earned commission/from the commissionable amount, resulting in unlawful deductions. For example, one of COMPLAINANT's commission plans reads as follows:

The actual commissionable gross profit is defined as the difference between the amount charged to the customer over the actual factory invoice, any dealership pack and the allocated costs incurred by the Dealership, (including but not limited to any allowance over the actual trade in value if a trade vehicle is involved; any dealer installed options or additions; any expense related to acquisition of the vehicle; vehicle reconditioning which includes an internal profit/mark up for the Service Department; any customer receivables not collected by the Dealership). "Packs" are noncommissionable amounts reserved from the gross profit to cover a portion of actual or allocated non-invoiced dealership costs associated with or related to the purchase, without limitation, such as flooring, marketing, advertising, and/or other dealership expenses not reflected in invoices or price of the vehicle.

EMPLOYER's policy and practice of deducting "packs" and other dealership costs that are not directly related to the sale from the commissionable amount resulted in unlawful deductions in violation of Labor Code section 221-222.

Each violation results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE and EXEMPT AGGRIEVED EMPLOYEE, for each pay period during which the statute provisions were violated.[1] [1] See Lab. Code §225.5 (establishing that "[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who unlawfully withholds wages due any employee in violation of Section 212, 216, 221, 222, or 223 shall be subject to a civil penalty...for each failure to pay each employee").

Semimonthly Payment Violations: Labor Code section 204 requires that all earned wages must be paid to employees twice during each calendar month. EMPLOYER violated this section by, including but not limited to, failing to pay COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES an additional hour of pay for meal and rest periods not provided and/or otherwise unlawful, by failing to compensate employees for all hours worked, and by failing to pay proper premium wage rates for all hours worked. These violations subject EMPLOYER to civil penalties under Labor Code section 210. Each violation results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE for each pay period during which the statute's provisions were violated.

Standard Conditions of Labor Violations: Together, Labor Code sections 1198 and 1199 make unlawful any employment of any employee under conditions of labor prohibited by the Wage Orders, and any violation, refusal, or neglect to comply with any provision within Part 4, Chapter 1 of the Labor Code, including sections 1174, 1197, and 1198, or order or ruling of the commission.

Therefore, EMPLOYER's violations, including but not limited to, with respect to meal periods, rest periods, recordkeeping provisions, minimum wages and overtime wages, and business expenses, result in separate violations of sections 1198 and 1199, which subject EMPLOYER to civil penalties under Labor Code sections 1197.1 and 2699.

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

As described above, EMPLOYER willfully and systematically denied COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES minimum and overtime wage compensation for all hours worked which resulted in the payment of less than statutorily required wages to them. EMPLOYER acted with the intent to deprive them of statutory wages, including, but not limited to, overtime wages and minimum wages, to which they were entitled to under California law.

Thus, EMPLOYER paid COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES lower wages than those they were entitled to while purporting that COMPLAINANT and all NON-EXEMPT AGGRIEVED EMPLOYEES were properly paid. As such, COMPLAINANT and all NON-EXEMPT AGGRIEVED EMPLOYEES are entitled to recover penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code § 2699(f)-(g).

Final Pay Violations: Labor Code section 201 requires employers to pay all wages earned and unpaid at the time of discharge, immediately upon discharge. California Labor Code section 201(a) provides, in relevant part, that "[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." California Labor Code section 202(a) provides, in relevant part, that "[i]f an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting." Pursuant to Labor Code section 203, an employer that willfully fails to pay wages due an employee who is terminated or resigns must pay (in addition to the unpaid wages) a penalty equal to the employee's daily wages for each day, not exceeding 30 days, that the wages are unpaid. This 30-day waiting time penalty is recoverable under the PAGA via Labor Code Section 256. See, *Iskanian v. CLS Transportation Los Angeles, LLC*, 59 Cal.4th 348 (2014); see also, *Caliber Bodyworks, Inc. v. Superior Court*, 134 Cal. App. 4th 365 (2005).

Based on information and belief, EMPLOYER failed to timely pay NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES all wages that were due and owing upon termination or resignation. Based on information and belief, EMPLOYER untimely provides

final wages to NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES without regard to the timing requirements of Labor Code sections 201-202.

Upon separation of employment, NON-EXEMPT AGGRIEVED EMPLOYEES' and EXEMPT AGGRIEVED EMPLOYEES' final paychecks were not timely provided and/or were not timely provided with all owed vacation pay and/or were not provided with all earned commission pay. Moreover, NON-EXEMPT AGGRIEVED EMPLOYEES' final paychecks, once provided, did not include all wages owed as they were devoid of, including but not limited to, all owed minimum wages, overtime wages, premium wages, vacation pay, and all owed sick leave and/or paid time off wages at the properly accrued rates, and all owed commission pay. For example, COMPLAINANT's employment by EMPLOYER ended on June 30, 2021. However, COMPLAINANT's last paycheck is dated July 14, 2021. As such, EMPLOYER has a policy and/or practice of untimely paying final wages in violation of Labor Code section 201-202.

These violations subject EMPLOYER to civil penalties under Labor Code sections 203, 210, and/or 256. Each violation results in a *separate* civil penalty, for each EXEMPT AGGRIEVED EMPLOYEE and each NON-EXEMPT AGGRIEVED EMPLOYEE for each pay period during which the statute provisions were violated.⁹

Business Expense Violations: California law requires employers to indemnify their employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of their duties or of their obedience to the directions of the employer. *See* Cal. Lab. Code § 2802(a) and all applicable Wage Orders, § 9 (b). Furthermore, "for purposes of [section 2802], the term 'necessary expenditure or losses' shall include all reasonable costs, including, but not limited to, attorneys' fees incurred by the employee enforcing the rights granted by this section."

Among other things, under California law, when tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft. *See* applicable IWC Wage Order, § 9 (b).

Among other things, under California law, when employees must use their personal cellphones for work-related purposes, the employer must reimburse them for a reasonable percentage of their cell phone bills. *See Cochran v. Schwan's Home Services, Inc.* (2014) 228 Cal.App.4th 1137, 1140. To show liability, an employee will only need to show that he or she was required to use their personal cellphone for work-related purposes and not reimbursed for the use. *Id.* 1144-1145. Further, "any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled to under the laws of this State." *See* Cal. Lab. Code § 2804.

⁹ (establishing that "[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, 1197.5, shall be subject to a civil penalty... for each failure to pay each employee").

COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES were improperly required to provide and maintain work tools that are supposed to be the responsibility of the employer.

At all relevant times hereto, EMPLOYER shifted its costs of doing business onto COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES by requiring them to pay for its business expenses, including but not limited to, use of COMPLAINANT's and other NON-EXEMPT AGGRIEVED EMPLOYEES' and EXEMPT AGGRIEVED EMPLOYEES' mobile phone and data usage.

For example, COMPLAINANT was required to use his personal phone to respond to work-related inquiries from, including but not limited to, coworkers, supervisors and/or customers/prospective buyers. Based on information and belief, other NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES were required to use their personal phone for work related purposes. EMPLOYER failed and continues to fail to reimburse COMPLAINANT, NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES for the use of a personal cell phone.

COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES were improperly required to pay for business expenses that are supposed to be the responsibility of EMPLOYER, including but not limited to, cell phone/data plan charges incurred as a result of being required to use their personal cell phones/other mobile communication devices for work related purposes.

As a pattern and practice, EMPLOYER regularly failed to reimburse and indemnify COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES for business expenses. Pursuant to California Labor Code section 2802, COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES were entitled to be reimbursed for all reasonable expenses associated with carrying out EMPLOYER's orders and/or carrying out the duties assigned by EMPLOYER.

As described herein, EMPLOYER regularly failed to reimburse and indemnify COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES for all reasonable expenses associated with carrying out their job duties. EMPLOYER's failure to provide COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES with full reimbursement for all reasonable expenses associated with carrying out their duties required that COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES subsidize and/or carry the burden of business expenses in violation of Labor Code section 2802.

Unlawful Agreements/ Unlawful Criminal History Inquiries:

Unlawful Agreements

Labor Code section 432.5 provides that “no employer...shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer...to be prohibited by law.”

Based on information and belief, EMPLOYER required NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to unlawful financial credit checks and/or background checks as a condition of employment. The California Labor Code places certain procedural and substantive limits on employers’ ability to conduct employee background checks and on how employers can use the information they obtain through those background checks. Labor Code section 1024.5 states that employers, except for financial institutions, may order a credit check only if the individual works (or is applying to work) in certain positions (e.g., managerial positions, financially-related positions, and certain government positions). Additionally, the Investigative Consumer Reporting Agencies Act (ICRAA- CA Civil Code section 1786, *et seq.*) and the Fair Credit Reporting Act (FCRA - 15 U.S.C. section 1681, *et seq.*) mandate several requirements prior to and following an employee background check, including but not limited to identifying an appropriate reason for the background check, a separate consent form with required disclosures and certain formatting requirements, additional forms such as a summary of rights, a way by which to request a copy of the report, as well as proper notice of adverse actions taken, among other statutory requirements.

Based on information and belief, EMPLOYER ordered unlawful financial credit checks on NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES, in violation of Labor Code section 1024.5, and required NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to provide ongoing written consent to the unlawful credit checks as a condition of employment, in violation of California and Federal law, which results in a further violation of Labor Code section 432.5.

Based on information and belief, EMPLOYER required COMPLAINANT and all NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to submit and/or agree to submit in writing to unlawful criminal background checks as a condition of obtaining and/or holding employment in violation of the ICRAA and the FCRA. For example, COMPLAINANT’s offer of employment provides as follows: “Continuation of this position and your employment is dependent upon your passing any Background Check or Drug Screen that may be required for your position.”

EMPLOYER required COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to a background check which failed to abide by the requirements set forth in CA Civil Code section 1786, *et seq.* and 15 U.S.C. section 1681, *et seq.*, including but not limited to by failing to provide a clear and conspicuous disclosure, failing to provide disclosures free of extraneous information, failing to provide a lawful purpose for the background check, failing to provide a summary of rights under the ICRAA and/or the FCRA, failing to provide a way by which the individual could request a copy of the report, failing to disclose the name, address, and telephone number of the third party

preparing the report, and failing to properly obtain authorization or consent to such a background check, and thus was an unlawful background check.

By requiring COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to unlawful criminal and/or financial checks not in conformance with the applicable laws, EMPLOYER violated Labor Code section 432.5.

Based on further information and belief, EMPLOYER also required NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to provide ongoing consent to EMPLOYER to conduct background checks throughout the duration of employment, in violation of the ICRAA and/or FCRA and/or other applicable laws, resulting in a further violation of Labor Code section 432.5, by requiring applicants and employees to agree to an unlawful provision as a condition of employment.

Based on further information and belief, EMPLOYER knew that requiring COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree to unlawful criminal and/or financial background checks as a condition of obtaining and/or holding employment was unlawful.

Based on information and belief, EMPLOYER also required COMPLAINANT, NON-EXEMPT AGGRIEVED EMPLOYEES, and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to unlawful non-compete agreements/provisions and/or unlawful confidentiality agreements/provisions as a condition of obtaining and/or holding employment.

By requiring COMPLAINANT, NON-EXEMPT AGGRIEVED EMPLOYEES, and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to unlawful provisions as a condition of employment, EMPLOYER violated Labor Code section 432.5.

Unlawful Inquires into Criminal History

Labor Code section 432.7 prohibits an employer from asking applicants about past arrest(s) unless they resulted in conviction(s) and even then, certain limitations apply. Based on information and belief, EMPLOYER asked COMPLAINANT, NON-EXEMPT AGGRIEVED EMPLOYEES, and EXEMPT AGGRIEVED EMPLOYEES about arrests not resulting in convictions on its employment application, in violation of California law.

Upon information and belief, EMPLOYER, in violation of California law, including but not limited to the Fair Chance Act/the California Fair Employment and Housing Act ("FEHA"), asked COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES about convictions prior to extending an offer of employment and/or otherwise impermissibly inquired into criminal history on its employment application in violation of California law. For example, upon applying for employment with EMPLOYER, COMPLAINANT was required to fill out an application that required a response to the following question: "Have you been convicted of, or pleaded no contest to a traffic violation of any kind within the last FIVE years?"

By asking about arrests not resulting in convictions, EMPLOYER violated Labor Code 432.7. By asking about convictions at the application phase or prior to extending an employment offer, EMPLOYER violated California's Fair Chance Act, and thereby violated Labor Code 432.5 by unlawfully requiring NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to disclose arrests and/or convictions as a condition of employment.

Conclusion

EMPLOYER has violated the above-referenced California Labor Code provisions, the applicable IWC Wage Order, including but not limited to all applicable Wage Orders, as well as other laws, and is liable for all applicable premium wages, statutory and civil penalties, interest, attorneys' fees, and costs. The civil penalties COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES seek to recover include, but are not limited to, the statutory and civil penalties specified above.

Labor Code § 2699.3 requires that a claimant send a certified letter (i.e. this NOTICE) to the employer in question and file an online claim to the LWDA setting forth the claims and the basis for the claims, thereby giving the LWDA an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this NOTICE is to satisfy the requirement created by Labor Code §§ 2699, 2699.3, and 2699.5, prior to seeking penalties and premium wages allowed by law for the aforementioned statutory violations in a civil action. We look forward to determining whether the LWDA intends to take any action in reference to these claims. We kindly ask that you respond to this NOTICE according to the time frame contemplated by the code.

If the LWDA elects not to take any action with respect to any of the foregoing claims, COMPLAINANT will seek these penalties in a civil action, on behalf of COMPLAINANT and all NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES of EMPLOYER within one year of the date of this letter as allowed by law.

Please advise if your office intends to investigate any of the factual and legal allegations and provide notice within sixty-five days of the date of this NOTICE to our office and to that of other charged parties. Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Zachary Crosner
Crosner Legal, PC
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Beverly Hills, CA 90210
Main: 310.496.5818
Fax: 310.510.6429
Email: zach@crosnerlegal.com

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Thank you for your attention to this matter.

Best Regards,

Zachary M. Crosner

Zachary M. Crosner, Esq.
CROSNER LEGAL, PC

EXHIBIT D

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14 Attorneys for Plaintiffs DAVID MEZA and
15 DEREK FOX on behalf of themselves and all
"aggrieved employees" pursuant to Labor Code
16 §2698 *et seq.*

17 SUPERIOR COURT OF THE STATE OF CALIFORNIA

18 COUNTY OF LOS ANGELES, CENTRAL DISTRICT

20 DAVID MEZA, on behalf of himself and all
21 "aggrieved employees" pursuant to Labor
Code § 2698 *et seq.*,

22 Plaintiffs,

23 vs.

24 TRIUNITY JLRLA LLC, a California limited
25 liability company, TRIUNITY
AUTOMOTIVE GROUP LLC., a California
26 limited liability company, and DOES 1
through 10, inclusive,

27 Defendants.
28

Case No. 21STCV42514

**JOINT STIPULATION FOR PRIVATE
ATTORNEY GENERAL ACT
SETTLEMENT AND RELEASE OF
CLAIMS**

Assigned for All Purposes to:
Hon. Monica Bachner, Dept. 71

Action Filed: November 18, 2021
Trial Date: None Set

1 This Stipulation of PAGA Settlement and Release (the "Stipulation") is made by and
2 between the named PAGA representatives Plaintiffs DAVID MEZA and DEREK FOX (the
3 "Plaintiffs" or "Representative Plaintiffs") on their behalf and on behalf of all Aggrieved
4 Employees, as defined below, on the one hand, and Defendants TRIUNITY JLRLA LLC and
5 TRIUNITY AUTOMOTIVE GROUP LLC ("Defendants") on the other hand (collectively the
6 "Parties"), in the above-captioned Action filed in the Superior Court of California County of Los
7 Angeles, Case No. 21STCV42514. This Stipulation resolves all claims that were asserted or could
8 have been asserted against Defendants pertaining to the claims in the lawsuit.

9 **I. DEFINITIONS**

10 As used in this Stipulation, the following terms shall have the meaning specified below:

11 1.1 "Action" means the lawsuit brought by the Representative Plaintiffs alleging wage
12 and hour violations against Defendants, entitled, *David Meza v. Triunity JLRLA LLC et. al.*, in Los
13 Angeles County Superior Court, Case No. 21STCV42514, and as set forth in Plaintiffs'
14 correspondences to the California Labor and Workforce Development Agency ("LWDA") by
15 Plaintiff David Meza, dated September 9, 2021 and by Plaintiff Derek Fox, dated June 8, 2022
16 ("LWDA Letters").

17 1.2 "Aggrieved Employees" means all former non-exempt employees employed by
18 Defendants at the dealership located at 400 S. La Brea Ave., Los Angeles, CA 90036, at any time
19 during the PAGA Period.

20 1.3 "Complaint" means the operative First Amended Complaint filed by Plaintiffs in
21 Los Angeles County Superior Court in Case No. 21STCV42514 on December 12, 2022.

22 1.4 "Court" or "Los Angeles County Superior Court" mean the Superior Court of
23 California for the County of Los Angeles.

24 1.5 "Defendants" means Defendants Triunity JLRLA LLC and Triunity Automotive
25 Group LLC.

26 1.6 "Defense Counsel" or "Counsel for Defendants" are Jeffrey S. Ranen, Esq., Parisa
27 Khademi, Esq., and Eric O. Zeiger, Esq. of Lewis Brisbois Bisgaard & Smith LLP, 633 West 5th
28 Street, Suite 4000, Los Angeles, California 90071.

1 1.7 "Effective Date" means the date upon which both of the following have occurred:
2 (i) approval of the Stipulation is granted by the Superior Court of California for the County of Los
3 Angeles presiding over this Action, and (ii) the Court's entry of Judgment approving the
4 Stipulation is final. The Judgment is final as of the latest of the following occurrences: (a) if no
5 Aggrieved Employee objects to the Stipulation or move to intervene in this Action, the day the
6 Court enters Judgment; (b) if one or more Aggrieved Employee objects to the Stipulation or
7 moves to intervene in this Action, the day after the deadline for filing a notice of appeal from the
8 Judgment or denial of the motion to intervene; or if a timely appeal from the Judgment or denial of
9 the motion to intervene is filed, the day after the appellate court affirms the Judgment or denial of
10 the motion to intervene and issues a remittitur.

11 1.8 "Gross Settlement Amount" or "GSA" means Two Hundred Fifty Thousand
12 Dollars and Zero Cents (\$250,000.00), which is the total amount Defendants agree to pay under
13 this Stipulation. The GSA will be used to pay the Individual PAGA Payments payable to
14 Aggrieved Employees, the LWDA Payment payable to the LWDA, Plaintiffs' Counsel's fees (not
15 to exceed 35% of the GSA), Plaintiffs' Counsel's expenses (not to exceed \$10,000), Plaintiffs'
16 representative enhancements (not to exceed \$12,000.00 to each Plaintiff), and the Settlement
17 Administrator's Fees (not to exceed \$5,000.00). It is understood that Defendants will not be
18 required to pay the GSA prior to the Court's approval of the PAGA settlement and Stipulation.

19 1.9 "Individual PAGA Payment" means each Aggrieved Employee's *pro rata* share of
20 25% of the Net PAGA Penalties allocated to Aggrieved Employees, calculated according to the
21 number of pay periods worked during the PAGA Period.

22 1.10 "LWDA" means the California Labor and Workforce Development Agency.

23 1.11 "LWDA Payment" means the 75% of the Net PAGA Penalties paid to the LWDA
24 under Labor Code section 2699, subd. (i).

25 1.12 "Plaintiffs' Counsel" means Daniel F. Gaines, Alex P. Katofsky, and Evan S.
26 Gaines of Gaines & Gaines, APLC, 4550 East Thousand Oaks Boulevard, Suite 100, Westlake
27 Village, CA 91362.

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4856-9508-9472.1

1 1.13 "Net PAGA Penalties" means the total amount of PAGA civil penalties remaining
2 from the Gross Settlement Amount to distribute by a 75/25 split to the LWDA and Aggrieved
3 Employees, after the following amounts, if approved by the Court, are subtracted from the Gross
4 Settlement Amount: (a) Plaintiff's Counsel Fees (not to exceed 35% of the GSA); (b) Plaintiff's
5 Counsel Expenses (not to exceed \$10,000); (c) Plaintiffs' Representative enhancements (not to
6 exceed \$12,000.00 each, or \$24,000.00 total); and (d) the Settlement Administrator's Fees
7 (not to exceed \$5,000.00).

8 1.14 "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

9 1.15 "Plaintiffs" means Plaintiffs David Meza and Derek Fox, the named plaintiffs in
10 the Action.

11 1.16 "PAGA Period" shall be deemed as the period commencing on January 29, 2021
12 and ending on July 31, 2022.

13 1.17 "Released PAGA Claims" means all claims, rights, demands, liabilities, and causes
14 of action for civil penalties under the Labor Code Private Attorneys General Act ("PAGA"), Labor
15 Code § 2698 *et seq.*, based on the factual allegations alleged in the LWDA letters Plaintiffs sent to
16 the LWDA dated September 9, 2021 and June 8, 2022, and the allegations pled in the Complaint,
17 including but not limited to failure to provide meal periods; failure to provide rest periods; failure
18 to provide complete and accurate wage statements; failure to timely pay earned wages during
19 employment; failure to timely pay all wages due at time of termination/resignation; failure to
20 provide commissions agreements; and failure to properly compensate commissioned employees;
21 and Labor Code §§ 201, 202, 203, 204, 216, 221, 226, 226(a), 226.2, 226.7, 245-248.5, 432.7,
22 512, 558, 976, 1024.7, 1174, 2699, 2699.3, 2699.5, 2751, 2802, and applicable IWC Wage Orders.

23 1.18 "Released Parties" means (a) Defendants and any direct or indirect parents, subsidiaries,
24 divisions, affiliates, and related entities of Defendants; (b) any predecessors, successors, or assigns
25 of any of the foregoing named in subsection (a); and (c) any past, present or future employees,
26 officers, directors, affiliates, partners, joint venturers, co-venturers, licensors, licensees, principals,
27 members, managers, managing agents, agents, attorneys, accountants, insurers, reinsurers,

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shareholders, trusts, trustees, representatives, administrators, fiduciaries, heirs, subrogees, and executors of any of the foregoing in subsections (a)-(b) in his, her, their, or its capacity as such.

1.19 "Settlement Administrator" means Phoenix Settlement Administration, who will handle the administration of this Settlement, based on a competitive bidding process. Phoenix Settlement Administration is a third-party administrator who shall administer the settlement, subject to approval by the Court, in accordance with this Stipulation.

1.20 "Settlement Administrator's Fees" means, subject to approval by the Court, the Settlement Administrator's costs and expenses to administer the settlement currently estimated not to exceed \$5,000.00. The Parties agree that the Settlement Administrator's Fees shall be paid from the Gross Settlement Amount.

II. RECITALS

2.1 Plaintiff David Meza performed work for Defendant Triunity JLRLA LLC as a non-exempt employee in California during the PAGA Period and is therefore an Aggrieved Employee.

2.2 Plaintiff Derek Fox performed work for Defendant Triunity JLRLA LLC as a non-exempt, commissioned employee in California during the PAGA Period and is therefore an Aggrieved Employee.

2.3 On September 9, 2021, Plaintiff David Meza provided written notice to the LWDA and Defendants asserting claims for civil penalties pursuant to PAGA stemming from alleged violations of the Labor Code for failure to provide meal periods; failure to provide rest periods; failure to provide complete and accurate wage statements; failure to timely pay all wages due at time of termination/resignation; and failure to reimburse business expenses; Labor Code sections 201, 202, 203, 226, 226.7, 512, 2698, *et seq.*, 2699(a), and 2802; and applicable IWC Wage Orders.

2.4 On November 18, 2021, Plaintiff David Meza commenced this Action by filing the Complaint in the Los Angeles Superior Court alleging a single cause of action for civil penalties pursuant to PAGA stemming from alleged violations of the Labor Code for failure to provide meal periods; failure to provide rest periods; failure to provide complete and accurate wage statements;

1 failure to pay earned wages during employment; failure to timely pay all wages due at time of
2 termination/resignation; Labor Code sections 201, 202, 203, 226, 226.3, 226.7, 510, 512, 558,
3 1194, 2698, *et seq.*, and 2699(a); and applicable IWC Wage Orders.

4 2.5 On June 8, 2022, Plaintiff Derek Fox provided written notice to the LWDA and
5 Defendants asserting claims for civil penalties pursuant to PAGA stemming from alleged
6 violations of the Labor Code for failure to provide meal periods; failure to provide rest periods;
7 failure to provide complete and accurate wage statements; failure to timely pay all wages due at
8 time of termination/resignation; failure to keep accurate time records, failure to provide written
9 commission agreements, false representations, failure to provide paid sick leave, refusal to pay
10 wages, unlawful deductions, unlawful credit inquiries, and unlawful criminal history inquiries; and
11 Labor Code sections 201, 202, 203, 204, 216, 221, 226, 226.2, 226.7, 245-248.5, 432.7, 512, 976,
12 1024.5, 1174, 2698, *et seq.*, 2699(a), 2751 and 2802; and applicable IWC Wage Orders.

13 2.6 On September 7, 2022, the Parties engaged in arm's length negotiations presided
14 over by neutral third-party mediator, Steve Pearl, Esq. With Mr. Pearl's assistance, the Parties
15 agreed to fully and finally resolve the Action and the Released PAGA Claims as to Plaintiffs, the
16 Aggrieved Employees, and the State of California.

17 2.7 In preparation for the mediation, Plaintiffs' Counsel obtained through informal
18 discovery, an approximate 30% sampling of time and payroll data for Aggrieved Employees, all
19 relevant policies and procedures, the number of Aggrieved Employees, and the estimated number
20 of pay periods during the PAGA period between January 29, 2021 through July 31, 2022.

21 2.8 On December 12, 2022 Plaintiffs filed their First Amended Complaint.

22 **III. TERMS OF SETTLEMENT**

23 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and between the
24 Plaintiffs, for themselves and on behalf of similarly situated employees and Defendants that,
25 subject to the conditions precedent set forth below, the Action and the Released PAGA Claims
26 shall be finally and fully compromised, released, resolved, relinquished, discharged and settled
27 and without any adverse findings or conclusions against Defendants or anyone else, upon and
28 subject to the terms and conditions of this Stipulation, as follows:

1 3.1 The Parties enter into this Stipulation on a conditional basis.

2 3.2 This Stipulation is based upon representations made by Defendants that there are
3 approximately 156 Aggrieved Employees and approximately three thousand thirty-seven (3,037)
4 pay periods from January 29, 2021 to July 31, 2022. The Stipulation has been negotiated based on
5 this representation. In the event the number of pay periods exceeds three thousand thirty-seven
6 (3,037) pay periods by more than ten percent (10%), then the Gross Settlement Amount will
7 increase in the exact proportionate amount as any additional pay periods beyond the ten percent
8 (i.e., a 12% increase in pay periods = a 2% proportionate increase in the Gross Settlement
9 Amount).

10 3.3 This Stipulation will become final and effective only upon the occurrence of all of
11 the following events. Similarly, Defendants' obligations under this Stipulation will become final
12 and effective only upon occurrence of all of the following events:

13 (a) The Court enters an Order granting approval of the Stipulation; and

14 (b) The Court enters a Final Judgment in the Action based on the terms of the
15 Stipulation, and the Effective Date occurs.

16 3.4 Unless the Court orders otherwise, this Stipulation shall be deemed null and void
17 upon the failure of any of the foregoing two conditions to occur. In such event, neither the
18 Stipulation, nor any negotiations leading to this settlement, nor any information exchanged solely
19 for purposes of furthering settlement negotiations, will be used or construed by or against any
20 Party as a determination, admission, or concession of any issue of law or fact; and the Parties
21 hereto do not waive, and instead expressly reserve, their respective rights regarding the
22 prosecution and defense of the Action, including all available defenses and affirmative defenses as
23 if this Stipulation never existed.

24 3.5 The invalidation of any material term of this Stipulation will invalidate this
25 Stipulation in its entirety unless the Parties subsequently agree in writing that the remaining
26 provisions will remain in force and effect.

27 3.6 In the event of an objection to the Stipulation and a timely appeal from an order of
28 Final Judgment, the Judgment will be stayed and all payments required under this Stipulation,

1 other than payments to the Settlement Administrator for services rendered, will not be paid
2 pending the completion and final resolution of the appeal, and any payments thereafter will: (a)
3 occur only if the order of Final Judgment is upheld after all appeal; and (b) be distributed in a
4 manner that is provided for in this Stipulation and in the order of Final Judgment.

5 **IV. SETTLEMENT CONSIDERATION**

6 4.1 The PAGA settlement amount (also defined as the Gross Settlement Amount
7 "GSA") is as follows: Defendants agree to pay \$250,000, and no more and no less, in settlement
8 of this action, which shall be inclusive of Plaintiffs' Counsel's attorneys' fees and costs.

9 4.2 The Net Settlement Amount shall be distributed as follows:

10 (a) "2699 Civil Penalties" – The Net PAGA Penalties shall be designated as
11 "2699 Civil Penalties" and shall be distributed 75% to the LWDA and 25% to the Aggrieved
12 Employees, pursuant to Labor Code section 2699(i). The 25% portion to be paid to the Aggrieved
13 Employees shall be paid to all them on a pro rata basis based on the number of pay periods worked
14 by each Aggrieved Employee during the PAGA Period.

15 4.3 The Plaintiffs will request that the Court approve an award of attorneys' fees to
16 Plaintiffs' Counsel in an amount of up to 35% of the GSA. The Plaintiffs will further request
17 reasonable actual costs, not to exceed \$10,000, and provided that Plaintiffs' Counsel submits a
18 declaration substantiating the costs in an amount up to \$10,000, to be paid from the GSA. The
19 Plaintiffs will further request representative enhancements of \$12,000 for each Plaintiff (\$24,000
20 total), to be paid from the GSA. Any reduction by the Court of these requests will revert to the
21 Net PAGA Penalties, and the Parties agree that a reduction by the Court of the requested
22 enhancement payments is not a basis for rendering the entire Stipulation voidable and
23 unenforceable. The Settlement Administrator shall issue an IRS Form 1099-MISC for Plaintiffs'
24 enhancement payments. The Plaintiffs' enhancement payments shall be in addition to Plaintiffs'
25 Individual PAGA Payments from the Net PAGA Penalties. Plaintiffs shall not receive any
26 additional payment or awards other than those expressly provided under this Stipulation.
27 Defendants will not oppose any requests consistent with this section.

28 ///

1 4.4 Payment will be allocated to the individual Aggrieved Employees based on the
2 number of pay periods worked by the Aggrieved Employees during the PAGA Period. The
3 payment to an Aggrieved Employee shall be deemed 100% penalties and interest.

4 4.5 The Parties have come to an agreement on the usage of Phoenix Settlement
5 Administration as the Settlement Claims Administrator. The Settlement Administrator's Fees
6 shall be in an amount not to exceed \$5,000.00 and shall be paid out of the GSA. This includes all
7 fees and costs for postage, envelopes, and computer searches to locate addresses; and expenses of
8 the Settlement Administrator to implement and complete the settlement process according to the
9 terms of this Stipulation, to calculate the Individual PAGA Payments, any costs associated with
10 the escheatment process for any uncashed or undelivered settlement checks, to prepare any
11 necessary tax documents for the Aggrieved Employees and any other related fees and costs (the
12 "Settlement Administrator's Fees").

13 4.6 The Settlement Administrator shall exercise due diligence in locating all identified
14 Aggrieved Employees. If within 120 days of mailing a settlement check to an Aggrieved
15 Employee, the settlement check is not cashed, then the Settlement Administrator shall conduct a
16 diligent search to verify such Aggrieved Employee's address, utilizing all available public records.
17 If more than 180 days have passed since the mailing of a settlement check to an Aggrieved
18 Employee, and following a diligent search and efforts to contact any such Aggrieved Employee,
19 there is no success, and the settlement check that was mailed remains uncashed, the undistributed
20 proceeds shall be mailed to the State Controller's office to be held on behalf of such Aggrieved
21 Employee.

22 4.7 For any Aggrieved Employee whose settlement award cannot be sent because a
23 working address cannot be found, their settlement award will be sent to the State Controller's
24 office to be held on behalf of such Aggrieved Employee.

25 4.9 The Parties to this Stipulation pledge their good faith and fair dealing in supporting
26 the approval of this Stipulation by the Court. Neither this Stipulation, nor final form of it, shall
27 constitute an admission on behalf of Defendants of any form of liability or the accuracy of any
28 allegation made by the Plaintiffs.

1 4.10 The Parties to this Stipulation agree that it reflects their good faith compromise of
2 the claims raised in the Action, based upon their assessment of the mutual risks and costs of
3 further litigation and the assessment of their respective Counsel.

4 4.11 The Plaintiffs agree not to make any disparaging or negative comment to any other
5 person or entity regarding (a) Defendants or any of the Released Parties, (b) any of the owners,
6 directors, officers, shareholders, members, employees, attorneys or agents of Defendants or any of
7 the Released Parties, (c) past, present, or future working conditions, at Defendants, or any of the
8 Released Parties, or (d) the circumstances surrounding the Plaintiffs' and Aggrieved Employees'
9 separation from the Defendants or any of the Released Parties. The Defendants for themselves
10 and on behalf of the Released Parties agree not to make any disparaging or negative comment to
11 any other person or entity regarding the individual Plaintiffs, or the Aggrieved Employees, or any
12 aspect of the Plaintiffs' or Aggrieved Employees' past, current, or future employment with or
13 separation from Defendants.

14 4.12 The Plaintiffs and any Aggrieved Employee who receives any Individual PAGA
15 Payment pursuant to this Stipulation shall be responsible for correctly characterizing such amounts
16 for tax reporting purposes and shall be solely responsible for any and all tax obligations associated
17 with such receipt, except as may be specifically set forth herein.

18 4.13 The Settlement Administrator shall issue a Form 1099 to Plaintiffs' Counsel for
19 any award of attorneys' fees and costs from the GSA. Plaintiffs' Counsel shall be fully
20 responsible for the payment of any taxes due to such award.

21 4.14 Individual PAGA Payments will not count as earnings or compensation for
22 purposes of any benefit plans (i.e. 401(k) plans, retirement plans, etc.) sponsored by Defendants.

23 **V. PAYMENT PROCEDURE**

24 5.1 No later than fourteen calendar days after the date on which the Court enters an
25 order granting approval of this Stipulation and Final Judgment, Defendants shall provide the
26 Settlement Administrator with a Microsoft Excel spreadsheet containing the following information
27 for each Aggrieved Employee: (1) full name; (2) last known home address; (3) last known
28 telephone number; (4) social security number; (5) state and end dates of active employment as an

1 employee of Defendants at the dealership located at 400 S. La Brea Ave., Los Angeles, CA 90036
2 during the PAGA Period; (6) total pay periods worked during the PAGA Period at the dealership
3 located at 400 S. La Brea Ave., Los Angeles, CA 90036; and (7) any other information required
4 by the Settlement Administrator in order to effectuate the terms of the Stipulation. The contact
5 information is being provided confidentially to the Settlement Administrator only, and the
6 Settlement Administrator shall treat the information as private and confidential and take all
7 necessary precautions to maintain the confidentiality of contact information of the Aggrieved
8 Employees. This information is to be used only to carry out the Settlement Administrator's duties
9 as specified in this Stipulation.

10 5.2 The Settlement Administrator shall be responsible for mailing Defendants'
11 payments to the Aggrieved Employees. Not later than thirty (30) days following the Effective
12 Date, Defendants shall transfer the GSA to the Settlement Administrator. The Settlement
13 Administrator shall mail to each Aggrieved Employee a check in the amount(s) calculated
14 pursuant to Section 4.2(a) of this Stipulation no later than ten (10) days thereafter. All such
15 checks will indicate on their face that they are void if not negotiated within one hundred twenty
16 eighty (180) calendar days of issuance. The expense of conducting such calculations shall be
17 considered part of the Settlement Administrator's Fees.

18 5.3 The portion of the Net PAGA Penalties that is paid to each Aggrieved Employee
19 (also known as the "Individual PAGA Payment") shall be determined based on the following
20 formula:

21 (a) The Individual PAGA Payment will be based on the number of pay periods
22 by each Aggrieved Employee during the PAGA Period. The amount to be paid per pay period
23 worked by an Aggrieved Employee will be calculated by dividing the value of the portion of the
24 Net PAGA Penalties that will be paid to the Aggrieved Employees by the total number of pay
25 periods worked by all Aggrieved Employees during the PAGA Period at the dealership located at
26 400 S. La Brea Ave., Los Angeles, CA 90036.

27 (b) Defendants shall provide records showing the total pay periods worked by the
28 Aggrieved Employees who were its employees during the PAGA Period at the dealership located

1 at 400 S. La Brea Ave., Los Angeles, CA 90036. Defendants' records shall be determinative for
2 purposes of calculating the number of pay periods worked and any payments to Aggrieved
3 Employees.

4 5.4 In the event that a settlement check is returned to the Settlement Administrator with
5 a forwarding address, the check will be forwarded by the Settlement Administrator to the
6 forwarding address. In the event a check is returned to the Settlement Administrator without a
7 forwarding address or is otherwise undeliverable, the Settlement Administrator will conduct a skip
8 trace and re-mail the returned check, and the expense of such search shall be part of the Settlement
9 Administrator's Fees. If an Aggrieved Employee contacts the Settlement Administrator or
10 Counsel for either Party with a new address within thirty (30) days of the date the settlement
11 checks are initially mailed the settlement check for that Aggrieved Employee will be reissued and
12 mailed to the new address provided no later than five (5) days after receipt of the new address for
13 that Aggrieved Employee. Any such reissued check will indicate on its face that it is void if not
14 negotiated before the deadline set forth in paragraph 4.6 above.

15 5.5 Settlement Administrator's Fees shall include all costs and expenses due to the
16 Settlement Administrator in connection with its administration of the claims including, but not
17 limited to, locating Aggrieved Employees and administering and distributing Individual PAGA
18 Payment to Aggrieved Employees. All of the Settlement Administrator's Fees shall be paid from
19 the Gross Settlement Amount.

20 5.6 The Settlement Administrator shall not disburse any settlement funds except as
21 provided herein, as ordered by the Court, or as agreed upon, in writing, by Defense Counsel and
22 Plaintiffs' Counsel. Subject to further orders and/or directions as may be made by the Court, the
23 Settlement Administrator is authorized to execute any transactions on behalf of the Aggrieved
24 Employees that are consistent with the terms of this Stipulation.

25 5.7 No later than January of the year following payment of their individual portion of
26 the Individual PAGA Payment, the Settlement Administrator will prepare and issue IRS Form
27 1099 to Aggrieved Employees who received a payment.

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1 **VI. RELEASE OF CLAIMS**

2 6.1 In consideration for Plaintiffs' Representative enhancement awards, subject to
3 Defendants' full payment of the GSA, Plaintiffs and their respective former and present spouses,
4 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
5 and discharge Released Parties from any and all claims, demands, causes of action, charges and
6 grievances, of whatever kind or nature, whether known or unknown, suspected or unsuspected,
7 which Plaintiffs now own or hold or have at any time before their execution of this Stipulation
8 owned or held against Released Parties, including (1) under local, state, or federal law and (2)
9 which arose out of or are in any way connected with any transaction, occurrence, act, omission,
10 loss, damage or injury whatsoever resulting from any act committed or omission made prior to the
11 date of this Agreement. For purposes of Plaintiffs' release, Plaintiffs expressly waive and
12 relinquish the provisions, rights, and benefits, if any, of California Civil Code Section 1542, which
13 reads:

14 **"A general release does not extend to claims that the creditor or**
15 **releasing party does not know or suspect to exist in his or her favor at**
16 **the time of executing the release and that, if known by him or her,**
17 **would have materially affected his or her settlement with the debtor**
18 **or released party."**

19 6.2 Subject to Defendants' full payment of the GSA, the State of California is deemed
20 to release, and Plaintiffs and all Aggrieved Employees are deemed to release, on behalf of
21 themselves and their respective former and present representatives, agents, attorneys, heirs,
22 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims
23 which arose during the PAGA Period.

24 **VII. MOTION FOR COURT APPROVAL**

25 7.1 Following the full execution of this Stipulation, Plaintiffs' Counsel shall submit to
26 the Court: (a) a fully executed copy of this Stipulation; (b) a stipulation, or noticed motion (if
27 required by the Court), seeking the Court's approval of the Stipulation and settlement; (c) a
28 proposed Order and Final Judgment granting such motion for approval; and (d) any other

1 documents consistent with the Stipulation reasonably necessary to obtain the Court's approval of
2 the Stipulation. Plaintiffs' Counsel will submit these documents to the LWDA concurrently with
3 their submission to the Court, as required by PAGA. Plaintiffs' Counsel will provide Defense
4 Counsel with an opportunity to propose revisions to the stipulation/motion before it is filed.

5 7.2 The Parties will ask the Court to maintain jurisdiction of this matter for the purpose
6 of monitoring compliance with and performance under this Stipulation and any and all orders and
7 judgments, including the Final Judgment, entered by the Court.

8 7.3 Defendants and their Counsel shall cooperate with Plaintiffs' Counsel as necessary
9 to obtain approval of the Stipulation and the Court's Final Judgment.

10 7.4 After or at the same time the Court issues its Order approving the Stipulation, the
11 Parties shall present the Final Judgment to the Court for its approval. After entry of the Final
12 Judgment, the Court shall have continuing jurisdiction solely for purposes of addressing: (i) the
13 interpretation and enforcement of the terms of this Stipulation; (ii) Stipulation administration
14 matters; and (iii) such post-Final Judgment matters as may be appropriate under court rules or as
15 set forth in this Stipulation.

16 **VIII. MUTUAL FULL COOPERATION**

17 8.1 The Parties agree to cooperate fully with each other to accomplish the terms of
18 this Stipulation, including, but not limited to, the execution of all necessary documents, and to take
19 such other action as may be reasonably necessary to implement the terms of this Stipulation. The
20 Parties shall use their best efforts, including all efforts contemplated by this Stipulation and any
21 other efforts that may become necessary by order of the Court, to effectuate the terms of this
22 Stipulation.

23 8.2 If a Party cannot reasonably comply with an obligation under this Stipulation by the
24 deadline applicable to that obligation, that Party may apply to the Court for a reasonable extension
25 of time to fulfill that obligation. Consent to such a request for an extension will not be
26 unreasonably withheld by the other Party.

27 8.3 Nothing contained in this Stipulation shall be construed or deemed as an admission
28 of liability, culpability or wrongdoing on the part of Defendants and Defendants deny liability

1 therefor. This Stipulation shall not constitute an admission by Defendants as to any interpretation
2 of laws or as to the merits, validity, or accuracy of any claims made against it in the Action.
3 Likewise, nothing in this Stipulation shall be construed or deemed an admission with regards to
4 the validity of the Defendants' defenses or affirmative defenses. All Parties have entered into this
5 Stipulation in order to avoid the inconvenience, expense and uncertainty of further litigation.

6 8.4 This Stipulation, and all other actions taken in the implementation of the
7 Stipulation, including any statements, discussions, or communications and any materials prepared,
8 exchanged, issued or used during the course of the negotiations leading to this Stipulation are
9 settlement documents and shall be inadmissible in evidence and shall not be used for any purpose
10 in any judicial, arbitral, administrative, investigative or other court, tribunal, forum or proceeding,
11 including any wage and hour or other litigation against Defendants for any purpose, except in an
12 action or proceeding to approve, interpret, or enforce the terms of this Stipulation and except as
13 required by Court Order.

14 8.5 In the event this Stipulation is not approved by the Court, any Appellate Court or
15 otherwise fails to become effective and enforceable, or is terminated, Defendants will not be
16 deemed to have waived, limited or affected in any way, its objections or defenses in the action.

17 **IX. NOTICES**

18 9.1 Unless otherwise specifically provided herein, all notices, demands, or other
19 communications given hereunder, shall be in writing and shall be deemed to have been duly given
20 as of: (i) the date given, if given by hand delivery or e-mail; (ii) within one business day, if sent by
21 an overnight delivery service; or (iii) the third business day after mailing by U.S. Certified mail,
22 return receipt requested.

23 9.2 All notices given under this Stipulation shall be addressed as follows:

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To the PAGA Members

DANIEL F. GAINES
daniel.gaines@gaineslawfirm.com
ALEX P. KATOFISKY
alex@gaineslawfirm.com
EVAN S. GAINES
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4550 East Thousand Oaks Boulevard,
Suite 100
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To Defendants

JEFFREY S. RANEN
Jeffrey.Ranen@lewisbrisbois.com
PARISA KHADEMI
Parisa.Khademi@lewisbrisbois.com
ERIC O. ZEIGER, SB# 312425
Eric.Zeiger@lewisbrisbois.com
**LEWIS BRISBOIS BISGAARD &
SMITH LLP**
633 West 5th Street, Suite 4000
Los Angeles, California 90071

X. MISCELLANEOUS PROVISIONS

10.1 The Parties have been represented by counsel throughout all negotiations that preceded the execution of this Stipulation, and this Stipulation is made with the consent and advice of counsel. Plaintiffs' Counsel and Defense Counsel have arrived at this Stipulation as a result of a series of arm's-length negotiations, taking into account all relevant factors, present and potential. This Stipulation has been drafted jointly by Plaintiffs' Counsel and Defense Counsel and, therefore, in any construction or interpretation of this Stipulation, the same shall not be construed against any of the Parties. Plaintiffs and Plaintiffs' Counsel agree that none of the documents provided to them by Defendants shall be used for any purpose other than the settlement of this Action. Specifically, none of the documents provided shall be used to pursue any subsequent claims or litigation against Defendants or the Released Parties.

10.2 The Parties waive their right to seek any form of appellate review over any order or judgment that is consistent with the terms of this Stipulation.

10.3 This Stipulation may not be modified or amended, except in a writing that is signed by the Parties and approved by the Court.

10.4 This Stipulation constitutes the entire agreement between the Parties concerning the subject matter hereof, and supersedes and replaces all prior negotiations, understandings, memoranda of understanding and proposed agreements, written and oral, relating thereto. No extrinsic oral or written representations or terms shall modify, vary or contradict the terms of the Stipulation unless made in writing and signed by duly authorized representatives of all Parties and

1 approved in writing by a final order of the Court. No waiver of any term, provision or condition
2 of this Stipulation, whether by conduct or otherwise, in any one or more instance shall be deemed
3 to be or construed as a further or continuing waiver of any such term, provision or condition. The
4 Parties and their respective counsel all participated in the negotiation and drafting of this
5 Stipulation and had available to them the advice and assistance of independent counsel.

6 10.5 This Stipulation shall be subject to, governed by, construed, enforced, and
7 administered in accordance with the laws of the State of California, without giving effect to the
8 principles of conflict of laws, and shall be subject to the continuing jurisdiction of the Court.

9 10.6 This Stipulation shall be construed as a whole according to its fair meaning and
10 intent, and not strictly for or against any Party, regardless of who drafted or who was principally
11 responsible for drafting this Stipulation or any specific term or condition thereof.

12 10.7 This Stipulation may be executed by facsimile signature, pdf signature, electronic
13 signature (i.e. DocuSign or similar service) or signature in compliance with the Uniform
14 Electronic Transaction Act, and in any number of counterparts, each of which shall be deemed an
15 original and together shall constitute one and the same instrument. When each of the Parties has
16 signed at least one such counterpart, this Stipulation shall become effective and binding as to all of
17 the Parties as of the day and year last written.

18 10.8 Except as specifically provided herein, the Parties hereto will bear responsibility
19 for their own attorneys' fees and costs, taxable or otherwise, incurred by them or arising out of this
20 Action, and will not seek reimbursement thereof from any Party to this Stipulation. In the event
21 that legal action arises out of this Stipulation or is necessary to enforce any of the terms or
22 provisions of this Stipulation, the prevailing party in the action shall be entitled to recover its
23 reasonable attorneys' fees and costs including expert witness fees incurred in connection with any
24 enforcement actions.

25 10.9 The Parties and their counsel agree that they will not issue any press releases or
26 press statements, have any communications with the press or media about the Action or this
27 Stipulation, or otherwise publicize the terms of this Stipulation. Notwithstanding the foregoing,

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1 the Parties shall have the right to disclose the Stipulation as may be required under federal or state
2 tax and/or securities laws or under generally accepted accounting principles.

3 10.10 Each of the respective signatories to this Stipulation represent and warrant that they
4 are fully authorized to enter into this Stipulation and bind the respective Parties to its terms and
5 conditions. The Parties and their counsel will cooperate with each other and use their best efforts
6 to effect the implementation of the Stipulation. If the Parties are unable to reach agreement on the
7 form or content of any document needed to implement the Stipulation, or on any supplemental
8 provisions that may become necessary to effectuate the terms of this Stipulation, the Parties may
9 seek the assistance of the Court to resolve such disagreement.

10 10.11 The Stipulation shall be binding upon the inure to the benefit of the settling parties'
11 respective successors, assigns, heirs, spouses, marital communities, executors, administrators and
12 legal representatives.

13 10.12 Neither Plaintiffs nor Plaintiffs' Counsel shall issue a press release, hold a press
14 conference, publish information about the settlement on any website, or otherwise publicize the
15 settlement or communicate its terms in public or in private. To permit judicial review and
16 approval of the GSA, as required by Labor Code section 2699, Plaintiffs' Counsel shall submit the
17 Stipulation to the Court and the LWDA, may disclose to the Court the amounts to be paid to the
18 Aggrieved Employees and the LWDA to resolve the PAGA claims, as well as disclose to the
19 Court that attorney's fees and costs will be paid to Plaintiffs' Counsel. Plaintiffs' Counsel may
20 also discuss the Stipulation with Aggrieved Employees and the LWDA, upon inquiry.

21 10.13 Within 10 days after entry of an Order and Judgment approving, denying, or
22 modifying the award of civil penalties contemplated by this Stipulation, Plaintiffs and Plaintiffs'
23 Counsel shall submit a copy of the Order and Judgment to the LWDA pursuant to Labor Code
24 section 2699(I)(3).

25 10.14 If the Court does not approve this settlement, or if the Court does not enter
26 Judgment as provided for in this Stipulation, or if appellate review is sought and on such review
27 the Court's decision is materially modified or reversed, or if one or more of the terms of the
28 Stipulation are not approved or is materially modified or reversed or found to be invalid, then

1 Defendants shall have the right within ten (10) days of written notice thereof to elect to terminate
2 the Stipulation, in which event it shall have no force or effect, and the Parties shall be deemed to
3 have reverted to their respective status as of the date and time immediately prior to the execution
4 of this Stipulation.

5 10.15 The Parties shall each bear their own costs, attorneys' fees, mediator fees, and other
6 fees incurred in connection with this Stipulation and in connection with the Action and Plaintiffs'
7 claims, except as otherwise set forth specifically herein.

8 10.16 Defendants represent and warrant that the undersigned has the authority to act on
9 behalf of Defendants and to bind Defendants to the terms of this Stipulation. Plaintiffs represent
10 and warrant that they have the capacity to act on their own behalf and on behalf of all who might
11 claim through Plaintiffs to bind them to the terms and conditions of this Stipulation.

12 10.17 In the event that: (i) the Court does not approve the Stipulation as provided herein;
13 or (ii) the settlement does not become final for any other reason, then this Stipulation, and any
14 documents generated to bring it into effect, will be null and void, and the Parties will be returned
15 to their original respective positions.

16 10.18 Before declaring any provision of this Stipulation invalid, the Court will first
17 attempt to construe the provision as valid to the fullest extent possible consistent with applicable
18 precedents so as to define all provisions of this Stipulation valid and enforceable.

19 10.19 If any term or provision of this Stipulation is held to be invalid or unenforceable,
20 the remaining portions of this Stipulation will continue to be valid and will be performed,
21 construed, and enforced to the fullest extent permitted by law, and the invalid or unenforceable
22 term will be deemed amended and limited in accordance with the intent of the Parties, as
23 determined from the face of the Stipulation, to the extent necessary to permit the maximum
24 enforceability or validation of the term or provision.

25 10.20 All Parties will cooperate in good faith and execute all documents to the extent
26 reasonably necessary to effectuate the terms of this Stipulation.

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1 IN WITNESS WHEREOF, each of the undersigned has agreed to and accepted the
2 foregoing terms and conditions by executing this Stipulation as of the date indicated below.
3

4 DATED: November__, 2022

LEWIS BRISBOIS BISGAARD & SMITH LLP

5
6
7 JEFFREY S. RANEN
8 PARISA KHADEMI
9 ERIC O. ZEIGER
Attorneys for Defendants TRIUNITY JLRLA LLC
and TRIUNITY AUTOMOTIVE GROUP LLC
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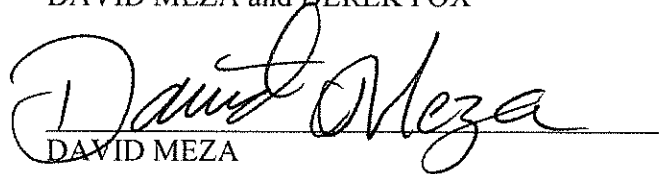
12 DATED: November__, 2022

13 Name: _____
14 Title: _____
15 Authorized representative for Defendants
16 TRIUNITY JLRLA LLC and TRIUNITY
AUTOMOTIVE GROUP LLC
17

18 DATED: November²⁹, 2022

GAINES & GAINES
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20 
21 Daniel F. Gaines, Esq.
22 Alex P. Katofsky, Esq.
Attorneys for Plaintiffs
DAVID MEZA and DEREK FOX

23
24 DATED: November^{Dec 2}, 2022


DAVID MEZA

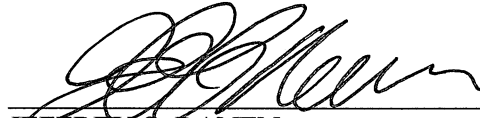
25
26 11 / 29 / 2022
27 DATED: November__, 2022


28 DEREK FOX

1 IN WITNESS WHEREOF, each of the undersigned has agreed to and accepted the
2 foregoing terms and conditions by executing this Stipulation as of the date indicated below.

3
4 DATED: December 14, 2022

LEWIS BRISBOIS BISGAARD & SMITH LLP



JEFFREY S. RANEN

PARISA KHADEMI

ERIC O. ZEIGER

Attorneys for Defendants TRIUNITY JLRLA LLC
and TRIUNITY AUTOMOTIVE GROUP LLC

10
11
12 DATED: November __, 2022

Name: _____

Title: _____

Authorized representative for Defendants
TRIUNITY JLRLA LLC and TRIUNITY
AUTOMOTIVE GROUP LLC

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16
17
18 DATED: November __, 2022

GAINES & GAINES

Daniel F. Gaines, Esq.

Alex P. Katofsky, Esq.

Attorneys for Plaintiffs

DAVID MEZA and DEREK FOX

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24 DATED: November __, 2022

DAVID MEZA

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26
27 DATED: November __, 2022

DEREK FOX

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2 foregoing terms and conditions by executing this Stipulation as of the date indicated below.

3
4 DATED: November__, 2022

LEWIS BRISBOIS BISGAARD & SMITH LLP

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6
7 JEFFREY S. RANEN
8 PARISA KHADEMI
9 ERIC O. ZEIGER
Attorneys for Defendants TRIUNITY JLRLA LLC
and TRIUNITY AUTOMOTIVE GROUP LLC

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12 DATED: November³⁰__, 2022

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Name: SCOTT BIEHL
Title: CEO
Authorized representative for Defendants
TRIUNITY JLRLA LLC and TRIUNITY
AUTOMOTIVE GROUP LLC

18 DATED: November__, 2022

GAINES & GAINES

20 Daniel F. Gaines, Esq.
21 Alex P. Katofsky, Esq.
22 Attorneys for Plaintiffs
23 DAVID MEZA and DEREK FOX

24 DATED: November__, 2022

25
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27
28
DAVID MEZA

27 DATED: November__, 2022

DEREK FOX

1 **PROOF OF SERVICE AND CERTIFICATION**

2 I am employed in the County of VENTURA, State of California. I am over the age of 18 and not a party to the
3 within action; my business address is 4550 East Thousand Oaks Blvd., Suite 100, Westlake Village, CA 91362.

4 _____ (For messenger) my business address is:

5 On December 21, 2022, I served the foregoing documents described as **(1) STIPULATION AND**
6 **[PROPOSED] ORDER APPROVING SETTLEMENT OF PRIVATE ATTORNEYS GENERAL ACT CLAIMS,**
7 **AND ENTERING JUDGMENT THEREON and (2) DECLARATION OF DANIEL GAINES IN SUPPORT OF**
8 **STIPULATION AND [PROPOSED] ORDER APPROVING SETTLEMENT OF PRIVATE ATTORNEYS**
9 **GENERAL ACT CLAIMS AND ENTERING JUDGMENT THEREON** on the interested parties in this action by
10 placing a true copy thereof enclosed in sealed envelopes addressed as follows:

11 **LEWIS BRISBOIS BISGAARD & SMITH LLP**

12 **Jeffrey S. Ranen, Esq.**

13 **Parisa Khademi, Esq.**

14 **Eric O. Zeiger, Esq.**

15 **633 West 5th Street, Suite 4000**

16 **Los Angeles, California 90071**

17 X (BY x U.S. MAIL/ BY ☐ CERTIFIED MAIL, RETURN RECEIPT REQUESTED) The sealed envelope was
18 mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection
19 and processing correspondence for mailing. It is deposited with United States postal service on that same
20 day in the ordinary course of business. I am aware that on motion of party served, service is presumed
21 invalid if postal cancellation date or postage meter date is more that one day after date of deposit for
22 mailing in affidavit.

23 _____ (BY FEDERAL EXPRESS OR OTHER OVERNIGHT SERVICE) I deposited the sealed envelope in a box or
24 other facility regularly maintained by the express service carrier or delivered the sealed envelope to an
25 authorized carrier or driver authorized by the express carrier to receive documents.

26 _____ (BY FACSIMILE TRANSMISSION) On _____, at _____ a.m./p.m., at Calabasas, California, I served
27 the above-referenced document on the above-stated addressee by facsimile transmission pursuant to Rule
28 2008 of the California Rules of Court. The telephone number of the sending facsimile machine was
(818)703-8984 and the telephone number(s) of the receiving facsimile machine was (____) ____-____. A
transmission report was properly issued by the sending facsimile machine, and the transmission was
reported as complete and without error. Copies of the facsimile transmission cover sheet and the
transmission report are attached to this proof of service.

29 X (UPLOADED TO LWDA WEB PORTAL) I caused the above-described documents to be delivered to the
30 Labor & Workforce Development Agency via online process at the PAGA Filing website
31 (www.dir.ca.gov) in accordance with the procedure imposed by the LWDA.

32 I certify that the above document was printed on recycled paper.

33 I declare under penalty of perjury that the foregoing is true and correct.

34 Executed on December 21, 2022, at Westlake Village, California.

35 Katherine Soriano
36 KATHERINE SORIANO