

FILED
Superior Court Of California,
Sacramento
07/19/2023
Hatters
By Deputy
Case Number:
24-2023-00333430

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20 LIGIA MILITIEV, and all others similarly situated

21 SUPERIOR COURT OF THE STATE OF CALIFORNIA
22 FOR THE COUNTY OF SACRAMENTO
23 (UNLIMITED JURISDICTION)

24 LIGIA MILITIEV, as an “Aggrieved Employee”
25 on behalf of herself and other “Aggrieved
26 Employees” under the Private Attorneys General
27 Act of 2004,

28 Plaintiff(s),

vs.

ACV AUCTIONS INC., a Delaware corporation;
and DOES 1–50, inclusive,

Defendant(s).

Case No.

COMPLAINT FOR:

COMPLAINT FOR VIOLATIONS OF
THE LABOR CODE AND CIVIL
PENALTIES UNDER THE LABOR
CODE PRIVATE ATTORNEYS
GENERAL ACT OF 2004, LABOR
CODE §§ 2698, ET SEQ. BY FAX

JURY TRIAL DEMANDED



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1 Plaintiff, LIGIA MILITIEV (hereafter “Plaintiff” or “Militiev”), on behalf of herself, the
2 State of California, and other Aggrieved Employees, complains and alleges as follows:

3 **I. INTRODUCTION**

4 1. Plaintiff brings this representative action for alleged violations of the California
5 Labor Code, Industrial Welfare Commission Order No. 7-2001 (hereafter “the Wage Order”)
6 against Defendants ACV AUCTIONS INC., a Delaware corporation, and Does 1 through 50,
7 inclusive (collectively “Defendants”).

8 2. As set forth in more detail below, Plaintiff alleges that Defendants are liable to her
9 and other similarly situated workers for civil penalties and related relief. These claims are based
10 on Defendants’ failures to:

11 (A) Indemnify for necessary work-related expenditures; and

12 (B) Issue accurate and complete itemized wage statements as a detachable part
13 of the check, draft, or voucher paying the employee’s wages, or separately if wages are paid by
14 personal check or cash.

15 Accordingly, Plaintiff now seeks to recover civil penalties and related relief through this
16 representative action.

17 **II. THE PARTIES**

18 3. Plaintiff Ligia Militiev is a resident of California. At all relevant times, Plaintiff
19 was an “employee” within the meaning of Title 8 California Code of Regulations Section 11070,
20 and an “aggrieved employee” within the meaning of California Labor Code § 2699(c).

21 4. Defendant ACV Auctions Inc. is a corporation organized and existing under the
22 laws of Delaware and also a citizen of California based on Plaintiff’s information and belief.

23 5. Plaintiff is ignorant of the true names, capacities, relationships, and extents of
24 participation in the conduct alleged herein of the Defendants sued as DOES 1-50, inclusive, but
25 is informed and believes and thereon alleges that said Defendants are legally responsible for the
26 wrongful conduct alleged herein and therefore sues these Defendants by such fictitious names.
27 Plaintiff will amend the Complaint to allege the true names and capacities of the DOE Defendants
28 when ascertained.



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1 dealership and auctions. Accordingly, Plaintiff and the other Aggrieved Employees are entitled
2 to the protections the Wage Order provides.

3 11. On approximately March 17, 2019, the Defendants began to employ Militiev in
4 Sacramento County, California in the position of salaried Territory Manager. The Defendants
5 continuously employed her in that capacity until on or about January 20, 2022 when her
6 employment ended.

7 12. Defendants initially issued wages to Militiev and the other Aggrieved Employees
8 on a biweekly (26 paychecks/year) basis. Later, Defendants issued wages to Militiev and the other
9 Aggrieved Employees on a semimonthly (24 paychecks/year) basis. At all relevant times, Militiev
10 and the other Aggrieved Employees were protected by the Labor Code and the Wage Order.

11 13. At all relevant times, the Defendants required Militiev and the other Aggrieved
12 Employees to incur certain business expenses in the course of performing their duties. For
13 example, Defendants required Militiev and all of the other Aggrieved Employees to supply
14 cellphone, telecom, computer and printer, home office and storage, and work supplies such as
15 photocopy paper to perform their job duties. However, the Defendants did not provide these items
16 and did not reimburse Militiev and the other Aggrieved Employees for these items.

17 14. At all relevant times, Defendants failed to issue to Militiev and all of the other
18 Aggrieved Employees complete and accurate wage statements either as a detachable part of the
19 check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal
20 check or cash. Defendants knowingly and intentionally provided wage statements to Plaintiff and
21 Aggrieved Employees on an online portal and failed to provide them with an option to receive
22 paper wage statements.

23 15. Defendants failed to provide signed and complete commission agreements to
24 Militiev and all of the other Aggrieved Employees (as defined below). In addition to salary,
25 Defendants compensated the Aggrieved Employees with semi-monthly commissions.
26 Defendants, however, failed to provide them with commission agreements.

27 16. For the reasons stated herein, Plaintiff alleges that as a result of Defendants'
28 unlawful practices and policies, Plaintiff and the Aggrieved Employees were not indemnified for

1 all necessary business expenditures incurred during the discharge of their duties and not provided
2 with accurate and complete wage statements.

3 **FIRST (AND ONLY) CAUSE OF ACTION**
4 **CIVIL PENALTIES**

5 **(Lab. Code §§ 2698, *et seq.*)**

6 **(By Plaintiff, on behalf of himself and the other Aggrieved Employees, against all**
7 **Defendants)**

8 **A. FAILURE TO INDEMNIFY**

9 17. Plaintiff incorporates all paragraphs of this complaint as if fully alleged herein.

10 18. At all relevant times during the applicable limitations period, Plaintiff and the
11 Aggrieved Employees have been entitled to the benefits and protections of California Labor Code
12 and the Wage Order.

13 19. In pertinent part, California Labor Code § 2802(a) states: “An employer shall
14 indemnify his or her employee[s] for all necessary expenditures incurred by the employee in direct
15 consequence of the discharge of his or her duties.”

16 20. California Labor Code § 1198 prohibits employers from employing their
17 employees under conditions prohibited by the Wage Order.

18 21. At all relevant times, Defendants required Plaintiff and the Aggrieved Employees
19 to incur certain business expenses in the course of performing their duties.

20 22. As described above, the Defendants required Militiev and all of the other
21 Aggrieved Employees to incur certain business expenses in the course of performing their duties.
22 The Defendants required Militiev and all of the other Aggrieved Employees to supply cellphone,
23 telecom, computer and printer, home office and storage, and work supplies such as photocopy
24 paper to perform their job duties. However, the Defendants did not provide these items and did
25 not reimburse Militiev and the other Aggrieved Employees for these items.

26 23. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
27 Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants’
28 failure to indemnify Plaintiff and the Aggrieved Employees for the reasonable expenses they



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1 incurred during the course of performing their duties.

2 **B. FAILURE TO ISSUE ACCURATE AND COMPLETE WAGE STATEMENTS**

3 24. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

4 25. Pursuant to California Labor Code § 226(a), Plaintiff and the Aggrieved
5 Employees were entitled to receive, semi-monthly or at the time of each payment of wages, either
6 as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if
7 wages are paid by personal check or cash, an accurate itemized statement showing:

8 A. Gross wages earned;

9 B. Total hours worked by the employee, except for any employee whose
10 compensation is solely based on a salary and who is exempt from payment of overtime under
11 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;

12 C. The number of piece rate units earned and any applicable piece rate if the
13 employee is paid on a piece-rate basis;

14 D. All deductions, provided that all deductions made on written orders of the
15 Employee may be aggregated and shown as one item;

16 E. Net wages earned;

17 F. The inclusive dates of the period for which the employee is paid;

18 G. The name of the employee and his or her social security number, except
19 that by January 1, 2008, only the last four digits of his or her social security number or an
20 employee identification number other than a social security number may be shown on the itemized
21 statement;

22 H. The name and address of the legal entity that is the employer; and

23 I. All applicable hourly rates in effect during the pay period and the
24 corresponding number of hours worked at each hourly rate by the employee.

25 26. Pursuant to California Labor Code § 226, an employee is deemed to suffer injury
26 if the employer fails to provide a wage statement. Also, an employee is deemed to suffer injury if
27 the employer fails to provide accurate and complete information as required by California Labor
28 Code § 226(a) and the employee cannot "promptly and easily determine" from the wage statement



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1 alone one or more of the following:

2 A. The amount of the gross wages or net wages paid to the employee during
3 the pay period or any of the other information required to be provided on the itemized wage
4 statement pursuant to California Labor Code § 226(a);

5 B. Which deductions the employer made from gross wages to determine the
6 net wages paid to the employee during the pay period;

7 C. The name and address of the employer and, if the employer is a farm labor
8 contractor, as defined in subdivision (b) of Section 1682 of the California Labor Code, the name
9 and address of the legal entity that secured the services of the employer during the pay period;

10 D. The name of the employee and only the last four digits of his or her
11 social security number or an employee identification number other than a social security number;
12 and

13 E. The number of piece-rate units earned and the piece rate.

14 27. “Promptly and easily determine,” as stated in California Labor Code § 226(e),
15 means a reasonable person would be able to readily ascertain the information without reference
16 to other documents or information.

17 28. As alleged herein, at all relevant times during the applicable limitations period,
18 Defendants violated California Labor Code section 226 because they did not provide Plaintiff and
19 Aggrieved Employees wage statements either as a detachable part of the check, draft, or voucher
20 paying the employee’s wages, or separately if wages are paid by personal check or cash, that
21 complied with the requirements of California Labor Code section 226.

22 29. Defendants’ failure to provide Plaintiff and the other Aggrieved Employees with
23 accurate wage statements was knowing and intentional. Defendants had the ability to provide
24 Plaintiff and the other Aggrieved Employees with accurate wage statements but intentionally
25 provided wage statements that Defendants knew were not accurate.

26 30. As a result of not being provided with accurate wage statements by Defendants,
27 Plaintiff and the other Aggrieved Employees have suffered injury. Their legal rights to receive
28 accurate wage statements were violated and they were misled about the amount of wages they



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1 had actually earned and were owed. In addition, the absence of accurate information on their wage
2 statements prevented immediate challenges to Defendants' unlawful pay practices, has required
3 discovery and mathematical computations to determine the amounts of wages owed, has caused
4 difficulty and expense in attempting to reconstruct time and pay records and/or has led to the
5 submission of inaccurate information about wages to state and federal government agencies.
6 Further, Plaintiff and the other Aggrieved Employees were not able to ascertain from the wage
7 statements whether Defendants complied with their obligations under California Labor Code
8 section 226(a).

9 **C. FAILURE TO PROVIDE SIGNED AND COMPLETE COMMISSION**
10 **AGREEMENTS**

11 31. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

12 32. Labor Code § 2751 states:

13 (a) Whenever an employer enters into a contract of employment with an employee
14 for services to be rendered within this state and the contemplated method of
15 payment of the employee involves commissions, the contract shall be in writing
16 and shall set forth the method by which the commissions shall be computed and
17 paid.

18 (b) The employer shall give a signed copy of the contract to every employee who is
19 a party thereto and shall obtain a signed receipt for the contract from each
20 employee. In the case of a contract that expires and where the parties
21 nevertheless continue to work under the terms of the expired contract, the contract
22 terms are presumed to remain in full force and effect until the contract is
23 superseded or employment is terminated by either party.

24 (c) As used in this section, "commissions" has the meaning set forth in Section 204.1.
25 For purposes of this section only, "commission" does not include any of the
26 following:

- 27 (1) Short-term productivity bonuses such as are paid to retail clerks.
28 (2) Temporary, variable incentive payments that increase, but do not decrease,
payment under the written contract.
(3) Bonus and profit-sharing plans, unless there has been an offer by the
employer to pay a fixed percentage of sales or profits as compensation for
work to be performed.

33. At all relevant times, the Defendants have failed to provide Plaintiff and all of the
other Aggrieved Employees with signed commission agreements. As a result, Defendants have



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violated Labor Code § 2751.

D. CIVIL PENALTIES SOUGHT

34. During the applicable time period, Defendants violated California Labor Code §§ 226, 1198, 2751, and 2802.

35. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of themselves and other current or former employees, to bring a civil action to recover civil penalties pursuant to the procedures specified in California Labor Code § 2699.3.

36. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff and the Aggrieved Employees are entitled to recover civil penalties for each of the Defendants' violations of California Labor Code §§ 226, 1198, 2751, and 2802 during the applicable limitations period in the following amounts:

A. For violations of California Labor Code § 226(a), two hundred fifty dollars (\$250.00) for each Aggrieved Employee for initial violation and one thousand dollars (\$1,000.00) for each Aggrieved Employee for each subsequent violation (penalty amounts established by California Labor Code § 226.3).

B. For violations of California Labor Code §§ 1198, 2751, and 2802, one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for each initial violation and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation (penalty amounts established by California Labor Code § 2699(f)(2)).

53. Plaintiff has complied with the procedures for bringing suit specified in California Labor Code § 2699.3. By letter dated October 20, 2022, Plaintiff filed written notices online with the Labor and Workforce Development Agency ("LWDA") and gave written notices by certified mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. A true and correct copy of the notices to the LWDA dated October 20, 2022 is attached as Exhibit A. Plaintiff accompanied her LWDA notice with a fee in the amount of \$75.00. The LWDA has failed to take action in response within 65 calendar days of the date of Plaintiff's notice, but Plaintiff anticipates that the LWDA will provide written notice to Plaintiff informing her that it does not intend to investigate these allegations.

///

54. Pursuant to California Labor Code § 2699(g), Plaintiff and the Aggrieved



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1 Employees are entitled to an award of civil penalties, reasonable attorney's fees and costs in
2 connection with their claims for civil penalties.

3 **IV. PRAYER FOR RELIEF**

4 55. WHEREFORE, Plaintiff, on behalf of herself and the Aggrieved Employees, prays
5 for relief and judgment against Defendants as follows:

- 6 A. Civil penalties;
7 B. Costs of suit;
8 C. Reasonable attorneys' fees; and
9 D. Such other relief as the Court deems just and proper.

10 **V. DEMAND FOR JURY TRIAL**

11 Plaintiff, on behalf of herself and all other Aggrieved Employees, hereby demands a jury
12 trial on all issues so triable.

13
14 Respectfully submitted,

THE SPIVAK LAW FIRM

15
16 Dated: January 18, 2023

By: 01 / 18 / 2023

17 DAVID G. SPIVAK
18 CAROLINE TAHMASSIAN,
19 Attorneys for Plaintiff(s), LIGIA
20 MILITIEV, and all others similarly
21 situated



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EXHIBIT A



THE SPIVAK LAW FIRM
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***SENT BY ELECTRONIC SUBMISSION, ***

October 20, 2022

Attn: PAGA Administrator
Labor and Workforce Development Agency
Attn: PAGA Administrator
<http://dir.tflaforms.net>
Via Electronic Submission

Re: Ligia Militiev / ACV Auctions Inc.

To Whom It May Concern:

Pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.*, Ligia Militiev (hereafter “Militiev” or “Complainant”) provides notice that ACV Auctions Inc., a Delaware corporation, and related entities (collectively the “ACV Employers” or the “Employers”) violated her rights and those of all other individuals the ACV Employers have employed or otherwise contracted with in California including, but not limited to Territory Managers, individuals performing work comparable to the aforementioned, and individuals in similar positions (hereafter the “Aggrieved Employees”) under Labor Code sections 226, 1198, 2751, and 2802, and related employee protections. On behalf of herself and all other Aggrieved Employees, Militiev hereby provides this notice to the Labor & Workforce Development Agency and the ACV Employers and their agents and representatives.

At all relevant times, the ACV Employers have employed persons, conducted business, and engaged in illegal payroll practices and policies, throughout California. Militiev and all of the other Aggrieved Employees are “employees” within the meaning of Industrial Welfare Commission Order No. 7-2001 (hereafter “the Wage Order”) section 2, subdivision (E) and “Aggrieved Employees” within the meaning of Labor Code section 2699(c).

Statement of Facts

On approximately March 17, 2019, the ACV Employers began to employ Militiev in California in the position of salaried Territory Manager. The ACV Employers continuously employed her in that capacity until on or about January 20, 2022 when her employment ended.

ACV Employers initially issued wages to Militiev and all of the other Aggrieved Employees on a bi-weekly (26 paychecks/year) basis. ACV Employers later compensated Militiev and all of the other Aggrieved Employees on a semimonthly (24 paychecks/year) basis.

At all relevant times, the ACV Employers required Militiev and all of the other Aggrieved Employees to incur certain business expenses in the course of performing their duties. For example, the ACV Employers required Militiev and all of the other Aggrieved Employees to supply cellphone, telecom, computer and printer, home office and storage, and work supplies such as photocopy paper to perform their job duties. However, the ACV Employers did not provide these items and did not reimburse Militiev and the other Aggrieved Employees for these items.

At all relevant times, the ACV Employers knowingly and intentionally failed to provide printed wage statements either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, to Militiev and all of the other Aggrieved Employees. The ACV Employers provided wage statements to Militiev and all of the other Aggrieved Employees on an online portal and failed to provide them with an option to receive paper wage statements.

The ACV Employers failed to provide signed and complete commission agreements to Militiev and all of the other Aggrieved Employees. In addition to salary, the ACV Employers compensated the Aggrieved Employees with semi-monthly commissions. The ACV Employers, however, failed to provide them with commission agreements.

For the reasons stated herein, Militiev alleges the following violations of the Labor Code and the Wage Order on behalf of herself and all of the other Aggrieved Employees:

- (a) The ACV Employers failed to indemnify Militiev and all of the other Aggrieved Employees for all necessary business expenditures incurred during the discharge of their duties;

- (b) The ACV Employers knowingly and intentionally failed to issue to Militiev and all of the other Aggrieved Employees wage statements in paper format; and
- (c) The ACV Employers failed to provide signed and complete commission agreements to Militiev and all of the other Aggrieved Employees;

Accordingly, Militiev now seeks civil penalties on behalf of herself and all of the other Aggrieved Employees based on the ACV Employers' alleged violations of the Labor Code and the Wage Order.

The Wage Order

The Wage Order applies to "all persons employed in the mercantile industry whether paid on a time, piece rate, commission, or other basis." Wage Order, § 1. The Wage Order defines "Mercantile Industry" to mean, "any industry, business, or establishment operated for the purpose of purchasing, selling, or distributing goods or commodities at wholesale or retail; or for the purpose of renting goods or commodities." Wage Order, § 2(H). At all relevant times during the applicable limitations period, the ACV Employers, Militiev, and all of the Aggrieved Employees were covered by the Wage Order because the ACV Employers operated, and Militiev, and all of the Aggrieved Employees worked for, one or more car dealerships and auctions. Accordingly, Militiev and all of the other Aggrieved Employees are entitled to the protections the Wage Order provides.

Failure to Reimburse for Expenses **(Lab. Code §§ 1198 and 2802)**

In pertinent part, Labor Code § 2802(a) states, "An employer shall indemnify his or her employee[s] for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her duties."

Additionally, the Wage Order states,

- (A) When uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer.

...

- (B) 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 the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.

Wage Order, §§ 9(A) and (B).

Labor Code Section 1198 prohibits an employer from employing any person under conditions that violate the Wage Order.

As described above, the ACV Employers required Militiev and all of the other Aggrieved Employees to incur certain business expenses in the course of performing their duties. However, the ACV Employers did not reimburse them for such expenses. Accordingly, Militiev seeks civil penalties for these Labor Code violations that the ACV Employers have committed against her and all of the other Aggrieved Employees as follows:

1. \$100 for each aggrieved employee for each initial violation of Labor Code section 2802, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)); and
2. \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

Failure to Provide Wage Statements
(Lab. Code § 226)

Labor Code section 226(a) requires an employer to provide an employee, either semi-monthly or at the time of each wage payment, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, with an accurate and itemized written wage statement that shows:

1. Gross wages earned;
2. Total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;
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, provided that all deductions made on written orders of the Employee may be aggregated and shown as one item;
5. Net wages earned;
6. The inclusive dates of the period for which the employee is paid;
7. The name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement;
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.

As described above, at all relevant times during the applicable limitations period, the ACV Employers knowingly and intentionally failed to provide printed wage statements either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, to Militiev and all of the other

Aggrieved Employees. The ACV Employers provided wage statements to Militiev and all of the other Aggrieved Employees on an online portal and failed to provide them with an option to receive paper wage statements. Accordingly, Militiev seeks civil penalties for the Labor Code violations that the ACV Employers have committed against her and all of the other Aggrieved Employees as follows: \$250 for each aggrieved employee for each initial violation of Labor Code section 226(a), and \$1,000 for each aggrieved employee for each subsequent violation (penalties set by Labor Code section 226.3).

Failure to Provide Signed and Complete Commission Agreements
(Lab. Code § 2751)

Labor Code § 2751 states:

- (a) Whenever an employer enters into a contract of employment with an employee for services to be rendered within this state and the contemplated method of payment of the employee involves commissions, the contract shall be in writing and shall set forth the method by which the commissions shall be computed and paid.
- (b) The employer shall give a signed copy of the contract to every employee who is a party thereto and shall obtain a signed receipt for the contract from each employee. In the case of a contract that expires and where the parties nevertheless continue to work under the terms of the expired contract, the contract terms are presumed to remain in full force and effect until the contract is superseded or employment is terminated by either party.
- (c) As used in this section, “commissions” has the meaning set forth in Section 204.1. For purposes of this section only, “commission” does not include any of the following:
 - (1) Short-term productivity bonuses such as are paid to retail clerks.
 - (2) (Temporary, variable incentive payments that increase, but do not decrease, payment under the written contract.

- (3) Bonus and profit-sharing plans, unless there has been an offer by the employer to pay a fixed percentage of sales or profits as compensation for work to be performed.

At all relevant times, the ACV Employers have failed to provide Militiev and all of the other Aggrieved Employees with signed commission agreements. As a result, the ACV Employers have violated Labor Code § 2751. Accordingly, Militiev seeks civil penalties on behalf of herself and all of the other Aggrieved Employees for the violations of Labor Code § 2751 at \$100 per aggrieved employee for each of the pay periods in which initial violations of § 2751 occurred, and \$200 per aggrieved employee per pay period in which subsequent violations of § 2751 occurred (penalties set by Labor Code § 2699(f)(2)).

Conclusion

As noted above, this letter constitutes the required notice under the Labor Code Private Attorneys General Act of 2004. Please be advised that Ligia Militiev will seek both reasonable attorneys' fees and costs under Labor Code section 2699(g)(1) in a civil action should the LWDA decline to pursue this matter. This letter also serves as a formal notice under the catalyst theory and Code of Civil Procedure section 1021.5 to resolve this matter before litigation.

Sincerely,



David G. Spivak Esq.
david@spivaklaw.com

cc: Ligia Militiev
Walter Haines, Esq.

cc: ACV Auctions Inc.
c/o Caitlyn M. Crisp, Esq.,
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