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July 25, 2025

Via Electronic Submission

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

**Re: Crash Champions, LLC
Notice of Labor Code Violations pursuant to Labor Code § 2699.3(a)(1)**

Dear Sir or Madam:

This letter shall constitute the required written notification under Labor Code § 2699.3(a)(1) that our client, Mr. Jose Garcia, alleges that his employer, Crash Champions, LLC (“Crash Champions”), has violated various provisions of the California Labor Code.

Specifically, Mr. Garcia contends that Crash Champions has engaged in the following unlawful employment practices:

1. Failure to pay Mr. Garcia and other aggrieved employees¹ all minimum and overtime wages owed to them in violation of California Labor Code §§ 510, 1194, 1197, 1197.1, and 1198.

Mr. Garcia was employed by Crash Champions as a non-exempt, hourly-paid employee from approximately August 2022 to July 26, 2024. Mr. Garcia’s primary job duties included taking apart and putting together car parts after automobile accidents.

Crash Champions failed to pay Mr. Garcia and other aggrieved employees for all hours worked. Crash Champions failed to pay Mr. Garcia and other aggrieved employees for all hours worked at the appropriate hourly rate (including regular and overtime hours), including because Crash Champions had a policy and practice of rounding employees’ shift start and end times and meal break start and end times. Crash Champions uses a timekeeping system that is capable of

¹ The term “aggrieved employees” refers to all of Crash Champions’ non-exempt California employees between July 25, 2024 and the present.

recording time to the minute. Crash Champions paid Mr. Garcia and other aggrieved employees non-discretionary bonuses that were not factored into the overtime rate as required by California law.

2. Failure to provide Plaintiff and other aggrieved employees with compliant meal breaks or pay premium compensation in lieu thereof, in violation of California Labor Code §§ 226.7 and 512.

Crash Champions did not provide employees with an uninterrupted, duty-free meal break of at least 30 minutes for every 5 hours of work. Mr. Garcia and other aggrieved employees were deprived of the opportunity to take a timely, duty-free meal break of at least 30 minutes for every 5 hours of work due to the working conditions imposed by Crash Champions. Mr. Garcia and other aggrieved employees had missed, short, late, and/or interrupted meal breaks due to their heavy workload and the working conditions imposed by Crash Champions.

Crash Champions failed to pay meal break premiums when employees are not provided with compliant meal breaks.

3. Failure to provide Mr. Garcia and other aggrieved employees with compliant rest breaks or pay premium compensation in lieu thereof, in violation of California Labor Code § 226.7.

Crash Champions did not provide employees with a 10-minute rest period for every 4 hours worked or major fraction thereof for the same reasons set forth above in paragraph 2 herein regarding meal breaks.

Crash Champions failed to pay rest break premiums when employees are not provided with compliant rest breaks.

4. Failure to timely pay all wages owed at the time of termination or resignation, in violation of California Labor Code §§ 201 – 203. Crash Champions failed to pay aggrieved employees who were terminated the unpaid regular and overtime wages described herein upon the separation of their employment.
5. Failure to provide Mr. Garcia and other aggrieved employees with all wages owed during their employment, in violation of California Labor Code § 204. Crash Champions has failed to pay employees the unpaid regular and overtime wages described herein in a timely manner during their employment.
6. Failure to provide Mr. Garcia and other aggrieved employees with accurate itemized wage statements, in violation of California Labor Code § 226. The wage statements provided by Crash Champions fail to accurately reflect employees'

hours worked and applicable hourly rates as a result of the failure to pay regular and overtime wages as described herein.

7. Failure to reimburse Mr. Garcia and other aggrieved employees for necessary business expenses, in violation of California Labor Code §§ 2800 and 2802. Crash Champions has failed to reimburse employees for necessary work-related expenses, including gasoline.
8. Violation of California Labor Code §§ 558 and 558.1, as a consequence of the violations described herein.

Labor Code § 558 provides that an employer or person acting on behalf of an employer who violates (or causes to be violated) a provision of Labor Code §§ 500 through 558, or a provision of the IWC Wage Orders regarding hours and days of work, is liable for civil penalties of \$50 to \$100 per pay period to each underpaid employee, in addition to other civil penalties provided for by law.

Labor Code § 558.1 provides that an employer or person acting on behalf of an employer who violates (or causes to be violated) a provision of an IWC Wage Order regulating minimum wages or hours and days of work or Labor Code §§ 203, 226, 226.7, 1194, or 2802 may be held liable as the employer for such violation.

As set forth herein, Crash Champions has violated California Labor Code §§ 203, 226, and 1194 and IWC Wage Order 9-2001, §§ 3-4, and is thus liable for penalties under Labor Code §§ 558 and 558.1.

Please advise within the required time period whether or not the Labor and Workforce Development Agency intends to investigate these alleged violations. If no such notice is received within 65 calendar days of the date of this letter, Mr. Garcia will proceed with a civil action for penalties pursuant to Labor Code § 2699.

Thank you for your prompt attention to this request.

Sincerely Yours,



Ronald H. Bae

cc: Crash Champions, LLC
Attn: General Counsel
601 Oakmont Lane, Suite #400
Westmont, IL 60559

Labor and Workforce Development Agency
Attn: PAGA Administrator
July 25, 2025
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Crash Champions, LLC
Attn: General Counsel
11899 Woodruff Avenue
Downey, CA 90241

Via Certified Mail