

BARTZ LAW GROUP, APC

5151 California Ave., Suite 100

Irvine, California 92617

(949) 504-4413

aaron@bartzlawgroup.com

January 6, 2026

Notice Via Online Submission

PAGA Administrator
California Labor and Workforce Development Agency

Via Certified Mail (Return Receipt Requested)

Countywide Rambler, Inc.
c/o James R. White
Agent for Service of Process
135 S. Chaparral Ct. #200
Anaheim Hills, CA 92808

Circle Automotive Group, Inc.
c/o Ralph Michael Ernst
Agent for Service of Process
1400 S. Dan Gurney Drive
Santa Ana, CA 92705

Re: *PAGA Letter – Raffi Guldjian v. Countywide Rambler, Inc.; Circle Automotive Group, Inc.*

Dear PAGA Administrator:

Please be advised that Bartz Law Group, APC represents Raffi Guldjian and all other similarly situated aggrieved employees (“Plaintiffs”) with respect to their employment in California with Countywide Rambler, Inc. dba Volkswagen of Garden Grove and Circle Automotive Group, Inc. (collectively, “Employer”).

Employer has committed numerous violations of the California Labor Code, including, but not limited to, sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1198, 1198.5, and 2802. The facts and theories to support the alleged violations are set forth herein.

Employer owns and operates auto dealerships within California. Plaintiff Raffi Guldjian has worked as a non-exempt employee for Employer between August 2025 to October 2025. Plaintiffs worked for Employer in California within the last year and were subject to the same wage and hour violations as Plaintiff Raffi Guldjian.

A. Failure to Pay All Wages

Employer has regularly failed to pay Plaintiff Raffi Guldjian and all other aggrieved employees all wages that they are owed, including for all hours worked, because Employer’s commission plan unlawfully reduces Plaintiffs’ wages, by among other things, failing to account for all hours worked, and fails to compensate for overtime hours worked at one and one-half times an employees’ regular rate of pay. Employer’s compensation plans further fail to compensate Plaintiffs for all hours worked by reducing compensation based on unlawful draws, which are really just a

subterfuge to not pay for all hours worked and for all compensation owed. Employer also fails to include all non-discretionary compensation in Plaintiffs' regular rate of pay, thus further failing to pay all wages owed. As such, Employer is in violation of Labor Code §§ 226.7, 510 and 1194.

Labor Code § 204(a) provides in pertinent part that "[a]ll wages, other than those mentioned in [Labor Code] Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month." Pursuant to Labor Code § 204(b)(1), moreover, "all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period." Here, Employer did not pay Plaintiffs' all wages owed in a timely manner, based on the allegations above, thereby violating Labor Code § 204.

B. Meal Breaks

Employer adopted, implemented and enforced uniform meal period policies that are not lawful under California law. Employer is required to provide a first meal period no later than the end of the 5th hour of work, and a second meal period no later than the end of the 10th hour of work. Employer required Plaintiffs to clock out for their meal periods, regardless of whether they took meal periods or not, and further automatically deducts time from each Plaintiffs' time per shift, even though Plaintiffs must work through their meal periods, and meal periods are either not provided or interrupted, and thus not duty-free, as required by California law.

Employer has also failed to pay Plaintiffs one hour of pay at their regular rate of pay for each workday that a compliant meal period was not provided. As such, Employer has violated Labor Code §§ 226.7 and 512.

C. Rest Breaks

Employer failed to adopt, implement, or enforce a rest break policy that complied with California law. Employer failed to authorize and permit Plaintiffs to take duty-free rest periods of 10 minutes for every four hours worked or major fraction thereof, by requiring Plaintiffs to regularly work through their rest periods to complete their duties. Moreover, Employer imposed obstacles to taking of rest periods, including restricting Plaintiffs from taking their rest periods because they were not allowed to leave the premises to take rest periods, and otherwise discouraging the taking of rest periods. Moreover, because of the nature of their jobs, rest periods could not be taken timely or at all. As a result of Employer's lack of a rest break policy that complies with California law, Employer has violated Labor Code section 226.7.

Employer also failed to pay Plaintiffs one hour of pay at their regular rate of pay for each workday that a compliant rest period was not authorized or permitted, and even when Employer accounts for such rest periods, it purports to pay rest periods at the base rate, not regular rate of pay. As such, Employer has violated Labor Code §§ 226.7 and 512.

D. Reimbursement of Expenses

Employer further adopted, implemented and enforced a uniform policy and practice of failing to reimburse Plaintiffs for their reasonable and necessary business expenses. For instance, Plaintiffs are required to use their personal cell phones to access work applications, as well as

communicate with supervisors, co-workers, and customers, all without compensation. As a result, Employer has violated Labor Code § 2802.

E. Wage Statement Violations

In conjunction with the above-referenced violations, Employer willfully failed to provide properly itemized wage statements to Plaintiffs pursuant to Labor Code section 226. Violations include, but are not limited to: an inaccurate showing of wages due and owing, failing to include gross wages earned as a result of not showing the correct meal and rest period premium payments on Plaintiffs' paystubs, failing to show all hourly rates in effect and the corresponding number of hours at each hourly rate, and failing to maintain accurate payroll and itemized wage statements. The failure to provide accurate itemized wage statements violates Labor Code § 226 and 1174.

F. Waiting Time Penalties

Employer willfully failed and refused to timely pay all compensation due and owing to Plaintiffs whose employment was terminated during the relevant time period, by failing to pay overtime, straight time and minimum wages for all hours worked, and failing to pay Plaintiffs for an extra hour at the regular rate of pay because Employer failed to provide compliant meal and rest periods. As such, Employer is liable for accrued wages due, and waiting time penalties owed, in accordance with Labor Code §§ 201, 202, and 203.

CONCLUSION

Pursuant to Labor Code Section 2699.3, the undersigned, on behalf of Plaintiff Raffi Guldjian and other aggrieved employees, are providing written notice of the alleged Labor Code violations. Please advise the undersigned if the agency intends to investigate the alleged violations. If not, Plaintiffs intend to pursue their claims under PAGA in a representative action lawsuit. Please also consider this letter as providing notice on behalf of other similarly aggrieved employees working for Employer, that were subject to the same Labor Code violations described above.

Should you have any questions with respect to the above, please do not hesitate to contact the undersigned.

Very truly yours,

BARTZ LAW GROUP, APC

/s/ Aaron A. Bartz
Aaron A. Bartz

cc: Christine Baran, Esq.
FISHER & PHILLIPS, LLP
2050 Main Street
Suite 1000
Irvine, CA 92614