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David W. Slayton,
Executive Officer/Clerk of Court,
By J. Covarrubias, Deputy Clerk

Attorneys for Plaintiff Rachel Garibay

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

RACHEL GARIBAY, as an aggrieved
employee pursuant to the Private
Attorneys General Act ("PAGA"), on
behalf of the State of California and
other non-party Aggrieved
Employees,

Plaintiff,

vs.

GL LBH, LLC, a Delaware limited
liability company; GL HOD, LLC, a
Delaware limited liability company;
GL CCH, LLC, a Delaware limited
liability company; GL CCT, LLC, a
Delaware limited liability company;
GL HMH, LLC, a Delaware limited
liability company; GL LBT, LLC, a
Delaware limited liability company;
GL TOD, LLC, a Delaware limited
liability company; KEN GARFF
AUTOMOTIVE, LLC, a Utah limited
liability company; STADIUM
NISSAN, LLC, a Delaware limited
liability company; and DOES 1
through 10, inclusive,

Defendants.

Case No.: 23STCV31252

**COMPLAINT – PAGA ENFORCEMENT
ACTION**

(1) Claim for Civil Penalties for Violations of
California Labor Code, Pursuant to PAGA,
§§ 2698, *et seq.*

Jury Trial Demanded

1 Plaintiff Rachel Garibay, as an aggrieved employee and on behalf of the State of
2 California and all other non-party Aggrieved Employees, alleges as follows:

3 JURISDICTION AND VENUE

4 1. This is an enforcement action under the Labor Code Private Attorneys General
5 Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil penalties
6 and any other available relief on behalf of Plaintiff, the State of California, and other current
7 and former employees who worked for Defendants in California as a non-exempt, hourly paid
8 employee and received at least one wage statement and against whom one or more violations
9 of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating
10 hours and days of work in the applicable Industrial Welfare Commission (“IWC”) Wage
11 Order were committed, as set forth in this complaint, at any time between one year prior to the
12 filing of the pre-filing written notice to the Labor and Workforce Development Agency
13 (“LWDA”) in this case on October 16, 2023, until judgment (“non-party Aggrieved
14 Employees”). Plaintiff’s share of civil penalties sought in this action does not exceed
15 \$75,000.

16 2. This Court has jurisdiction over this action pursuant to the California
17 Constitution, Article VI, section 10. The statute under which this action is brought does not
18 specify any other basis for jurisdiction.

19 3. This Court has jurisdiction over all Defendants because, on information and
20 belief, Defendants are either citizens of California, have sufficient minimum contacts in
21 California, or otherwise intentionally avail themselves of the California market so as to render
22 the exercise of jurisdiction over them by the California courts consistent with traditional
23 notions of fair play and substantial justice. There is no basis for federal diversity jurisdiction
24 in this action given that the State of California, as the real party in interest in this action, is not
25 a “citizen” for purposes of satisfying diversity jurisdiction. *Urbino v. Orkin Servs. Of Cal.*,
26 726 F.3d 1118, 1123 (9th Cir. Cal. 2013). *Urbino* also holds that civil penalties cannot be
27 aggregated to satisfy the amount in controversy requirement for federal diversity jurisdiction
28 in this action, and that diversity jurisdiction cannot be established when Plaintiff’s share of the

1 civil penalties attributable to violations personally suffered are less than \$75,000. *Id.* At 1122.

2 4. Venue is proper in this Court because Defendants employ persons in this
3 county, and employed Plaintiff in this county, and thus a substantial portion of the transactions
4 and occurrences related to this action occurred in this county.

5 5. California Labor Code sections 2698, *et seq.*, the “Labor Code Private
6 Attorneys General Act of 2004” (“PAGA”), authorize aggrieved employees to sue as private
7 attorneys general their current or former employers for various civil penalties for violations of
8 various provisions in the California Labor Code.

9 **THE PARTIES**

10 6. Plaintiff Rachel Garibay is a resident of La Mirada, in Los Angeles County,
11 California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from
12 approximately November 2020 to January 2023. Plaintiff worked for Defendants as a
13 Business Development Center (“BDC”) Assistant for their Honda of the Desert location from
14 her time of hire in November 2020 until approximately May 2021; and as a Sales Associate
15 for Defendants’ Long Beach Honda location from around May 2021, until her time of
16 termination in January 2023. During her employment, Plaintiff typically worked eight (8)
17 hours or more per day and five (5) days per week. By the end of her employment, Plaintiff
18 was compensated approximately \$15.50 per hour, plus commissions and bonuses. Her job
19 duties included, without limitation, responding to and communicating with potential sales
20 leads and leading customers through the sales process, including car selection, test drive,
21 personalization, financing and paperwork processes.

22 7. On information and belief, Defendants required some employees, including
23 Plaintiff, to execute an arbitration agreement at the time of their hire or during their
24 employment. On further information and belief, Defendants’ arbitration agreement was and is
25 both procedurally and substantively unconscionable. Specifically, Defendants presented
26 employees with an “Employment-At-Will and Arbitration Agreement” (“Arbitration
27 Agreement”) during the onboarding process, which had to be reviewed and acknowledged
28 immediately. Specifically, the Arbitration Agreement was one of several documents

1 presented to new employees for signature during the orientation process, including
2 Information Security Program, Safety Handbook, and Accident Procedure Form, among other
3 documents. Also, employees did not have a meaningful opportunity to negotiate the terms of
4 the Arbitration Agreement. Rather, it was provided to Defendants' employees for them to
5 sign on a take-it or leave-it basis, along with all of the other on-boarding documents. Further,
6 Defendants did not set forth in the agreement or otherwise provide employees with the rules
7 which will govern the arbitration, instead forcing employees to seek this information out on
8 their own: ("A copy of the [American Arbitration Association] Rules are available by
9 contacting the Company or the AAA by accessing the AAA website at
10 www.ADR.org/Rules.").

11 8. GL LBH, LLC was and is, upon information and belief, a Delaware limited
12 liability company, and at all times hereinafter mentioned, an employer whose employees are
13 engaged throughout this county and the State of California.

14 9. GL HOD, LLC was and is, upon information and belief, a Delaware limited
15 liability company, and at all times hereinafter mentioned, an employer whose employees are
16 engaged throughout this county and the State of California.

17 10. GL CCH, LLC was and is, upon information and belief, a Delaware limited
18 liability company, and at all times hereinafter mentioned, an employer whose employees are
19 engaged throughout this county and the State of California.

20 11. GL CCT, LLC was and is, upon information and belief, a Delaware limited
21 liability company, and at all times hereinafter mentioned, an employer whose employees are
22 engaged throughout this county and the State of California.

23 12. GL HMH, LLC was and is, upon information and belief, a Delaware limited
24 liability company, and at all times hereinafter mentioned, an employer whose employees are
25 engaged throughout this county and the State of California.

26 13. GL LBT, LLC was and is, upon information and belief, a Delaware limited
27 liability company, and at all times hereinafter mentioned, an employer whose employees are
28 engaged throughout this county and the State of California.

1 14. GL TOD, LLC was and is, upon information and belief, a Delaware limited
2 liability company, and at all times hereinafter mentioned, an employer whose employees are
3 engaged throughout this county and the State of California.

4 15. KEN GARFF AUTOMOTIVE, LLC was and is, upon information and belief, a
5 Utah limited liability company, and at all times hereinafter mentioned, an employer whose
6 employees are engaged throughout this county and the State of California.

7 16. STADIUM NISSAN, LLC was and is, upon information and belief, a Delaware
8 limited liability company, and at all times hereinafter mentioned, an employer whose
9 employees are engaged throughout this county and the State of California.

10 17. Plaintiff is unaware of the true names or capacities of the Defendants sued
11 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
12 amend the complaint and serve such fictitiously named Defendants once their names and
13 capacities become known.

14 18. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
15 were the partners, agents, owners, or managers of GL LBH, LLC; GL HOD, LLC; GL CCH,
16 LLC; GL CCT, LLC; GL HMH, LLC; GL LBT, LLC; GL TOD, LLC; KEN GARFF
17 AUTOMOTIVE, LLC; and STADIUM NISSAN, LLC, at all relevant times.

18 19. Plaintiff is informed and believes, and thereon alleges, that each and all of the
19 acts and omissions alleged herein was performed by, or is attributable to, GL LBH, LLC; GL
20 HOD, LLC; GL CCH, LLC; GL CCT, LLC; GL HMH, LLC; GL LBT, LLC; GL TOD, LLC;
21 KEN GARFF AUTOMOTIVE, LLC; STADIUM NISSAN, LLC; and/or DOES 1 through 10
22 (collectively, “Defendants” or “GARFF”), each acting as the agent, employee, alter ego,
23 and/or joint venturer of, or working in concert with, each of the other co-Defendants and was
24 acting within the course and scope of such agency, employment, joint venture, or concerted
25 activity with legal authority to act on the others’ behalf. The acts of any and all Defendants
26 were in accordance with, and represent, the official policy of Defendants.

27 20. At all relevant times, Defendants, and each of them, ratified each and every act
28 or omission complained of herein. At all relevant times, Defendants, and each of them, aided

1 and abetted the acts and omissions of each and all the other Defendants in proximately causing
2 the damages herein alleged.

3 21. Plaintiff is informed and believes, and thereon alleges, that each of said
4 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
5 omissions, occurrences, and transactions alleged herein.

6 22. Under California law, Defendants are jointly and severally liable as employers
7 for the violations alleged herein because they have each exercised sufficient control over the
8 wages, hours, working conditions, and employment status of Plaintiff and other non-party
9 Aggrieved Employees. Each Defendant had the power to hire and fire Plaintiff and other non-
10 party Aggrieved Employees, supervised and controlled their work schedule and/or conditions
11 of employment, determined their rate of pay, and maintained their employment records.
12 Defendants suffered or permitted Plaintiff and other non-party Aggrieved Employees to work
13 and/or “engaged” Plaintiff and other non-party Aggrieved Employees so as to create a
14 common-law employment relationship. As joint employers of Plaintiff and other non-party
15 Aggrieved Employees, Defendants are jointly and severally liable for the civil penalties
16 available to Plaintiff and other non-party Aggrieved Employees under the law.

17 23. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
18 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and other
19 non-party Aggrieved Employees because Defendants have:

- 20 (a) jointly exercised meaningful control over the work performed by
21 Plaintiff and other non-party Aggrieved Employees;
- 22 (b) jointly exercised meaningful control over Plaintiff’s and other non-party
23 Aggrieved Employees’ wages, hours, and working conditions, including
24 the quantity, quality standards, speed, scheduling, and operative details
25 of the tasks performed by Plaintiff and other non-party Aggrieved
26 Employees;
- 27 (c) jointly required that Plaintiff and other non-party Aggrieved Employees
28 perform work which is an integral part of Defendants’ businesses; and

1 (d) jointly exercised control over Plaintiff and other non-party Aggrieved
2 Employees as a matter of economic reality in that Plaintiff and other
3 non-party Aggrieved Employees were dependent on Defendants, who
4 shared the power to set the wages of Plaintiff and other non-party
5 Aggrieved Employees and determined their working conditions, and
6 who jointly reaped the benefits from the underpayment of their wages
7 and noncompliance with other statutory provisions governing their
8 employment.

9 24. Plaintiff is informed and believes, and thereon alleges, that at all relevant times
10 there has existed a unity of interest and ownership between Defendants such that any
11 individuality and separateness between the entities has ceased.

12 25. GL LBH, LLC; GL HOD, LLC; GL CCH, LLC; GL CCT, LLC; GL HMH,
13 LLC; GL LBT, LLC; GL TOD, LLC; KEN GARFF AUTOMOTIVE, LLC; STADIUM
14 NISSAN, LLC; and/or DOES 1 through 10 are therefore alter egos of each other.

15 26. Adherence to the fiction of the separate existence of Defendants would permit
16 an abuse of the corporate privilege, and would promote injustice by protecting Defendants
17 from liability for the wrongful acts committed by them under the name GARFF.

18 27. Plaintiff further alleges, upon information and belief, that the Defendants GL
19 LBH, LLC; GL HOD, LLC; GL CCH, LLC; GL CCT, LLC; GL HMH, LLC; GL LBT, LLC;
20 GL TOD, LLC; KEN GARFF AUTOMOTIVE, LLC; and STADIUM NISSAN, LLC are alter
21 egos of each other for the following reasons:

22 (a) On the California Secretary of State's website
23 (<https://bizfileonline.sos.ca.gov/>), GL LBH, LLC; GL HOD, LLC; GL
24 CCH, LLC; GL CCT, LLC; GL HMH, LLC; GL LBT, LLC; GL TOD,
25 LLC; KEN GARFF AUTOMOTIVE, LLC; and STADIUM NISSAN,
26 LLC have the same principal address and/or mailing address, "111 E[.]
27 BROADWAY, SUITE 900 SALT LAKE CITY, UT 84111[-5235]";

28 (b) According to their most recent "Statement of Information" forms filed

1 with the California Secretary of State, KEN GARFF AUTOMOTIVE,
2 LLC is the Manager or Member of GL LBH, LLC; GL HOD, LLC; GL
3 CCH, LLC; GL CCT, LLC; GL HMH, LLC; GL LBT, LLC; GL TOD,
4 LLC; and STADIUM NISSAN, LLC;

5 (c) According to the California Secretary of State's website, GL LBH,
6 LLC; GL HMH, LLC; KEN GARFF AUTOMOTIVE, LLC; and
7 STADIUM NISSAN, LLC share the same agent for service of process,
8 C T CORPORATION SYSTEM;

9 (d) According to the California Secretary of State's website, GL HOD,
10 LLC; GL CCH, LLC; GL CCT, LLC; GL LBT, LLC; and GL TOD,
11 LLC share the same agent for service of process, NATIONAL
12 REGISTERED AGENTS, INC.; and

13 (e) On information and belief, GL LBH, LLC; GL HOD, LLC; GL CCH,
14 LLC; GL CCT, LLC; GL HMH, LLC; GL LBT, LLC; GL TOD, LLC;
15 KEN GARFF AUTOMOTIVE, LLC; and STADIUM NISSAN, LLC
16 utilize the same standardized employment forms and issue the same
17 employment policies.

18 **PAGA REPRESENTATIVE ALLEGATIONS**

19 28. Defendants are one of the largest privately held automotive groups in the
20 United States, with over 60 car dealership locations nationwide and approximately 10
21 dealerships located in California. Upon information and belief, Defendants maintain a single,
22 centralized Human Resources (HR) department at their corporate headquarters in Salt Lake
23 City, Utah, for all non-exempt, hourly paid employees working for Defendants in California,
24 which is responsible for the recruiting and hiring of new employees, and communicating and
25 implementing Defendants' company-wide policies, including timekeeping policies and meal
26 and rest period policies, to employees throughout California.

27 29. In particular, Plaintiff and other non-party Aggrieved Employees, on
28 information and belief, received the same standardized documents and/or written policies.

1 Upon information and belief, the usage of standardized documents and/or written policies,
2 including new-hire documents, indicate that Defendants dictated policies at the corporate level
3 and implemented them company-wide, regardless of their employees' assigned locations or
4 positions. Upon information and belief, Defendants set forth uniform policies and procedures
5 in several documents provided at an employee's time of hire.

6 30. Upon information and belief, Defendants maintain a centralized Payroll
7 department at their corporate headquarters in Salt Lake City, Utah, which processes payroll
8 for all non-exempt, hourly paid employees working for Defendants in California, including
9 Plaintiff and other non-party Aggrieved Employees. Based upon information and belief,
10 Defendants issue the same formatted wage statements to all non-exempt, hourly paid
11 employees in California, irrespective of their work locations. Upon information and belief,
12 Defendants process payroll for departing employees in the same manner throughout the State
13 of California, regardless of the manner in which each employee's employment ends.

14 31. Defendants continue to employ non-exempt or hourly paid employees in
15 California.

16 32. Plaintiff is informed and believes, and thereon alleges, that at all times herein
17 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
18 and advisors knowledgeable about California labor and wage law, employment and personnel
19 practices, and about the requirements of California law.

20 33. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and other
21 non-party Aggrieved Employees were not paid for all hours worked because all hours worked
22 were not recorded.

23 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
24 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
25 receive certain wages for overtime compensation and that they were not receiving certain
26 wages for overtime compensation.

27 35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
28 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to

1 be paid at a regular rate of pay, and corresponding rates of pay for overtime wages and/or
2 meal and rest period premiums, that included as eligible income all remuneration required by
3 law, including but not limited to, all income derived from incentive pay, nondiscretionary
4 bonuses, commissions, and/or other forms of compensation, but failed to include all forms of
5 remuneration in calculating the regular rate of pay for Plaintiff and other non-party Aggrieved
6 Employees.

7 36. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
8 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
9 receive at least minimum wages for compensation and that they were not receiving at least
10 minimum wages for work that was required to be done off-the-clock. In violation of the
11 California Labor Code, Plaintiff and other non-party Aggrieved Employees were not paid at
12 least minimum wages for work done off-the-clock.

13 37. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
14 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
15 meal periods in accordance with the California Labor Code and applicable IWC Wage Order
16 or payment of one (1) additional hour of pay at their regular rates of pay when they were not
17 provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and
18 other non-party Aggrieved Employees were not provided with all meal periods or payment of
19 one (1) additional hour of pay at their regular rates of pay when they did not receive a timely,
20 uninterrupted, thirty (30) minute meal period.

21 38. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
23 rest periods in accordance with the California Labor Code and applicable IWC Wage Order or
24 payment of one (1) additional hour of pay at their regular rates of pay when they were not
25 authorized and permitted to take a compliant rest period and that Plaintiff and other non-party
26 Aggrieved Employees were not authorized and permitted to take compliant rest periods or
27 provided with payment of one (1) additional hour of pay at their regular rates of pay when
28 they were not authorized and permitted to take a compliant rest period.

1 39. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
2 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
3 receive complete and accurate wage statements in accordance with California law. In
4 violation of the California Labor Code, Plaintiff and other non-party Aggrieved Employees
5 were not provided complete and accurate wage statements.

6 40. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
7 should have known that they had a duty to maintain accurate and complete payroll records in
8 accordance with the Labor Code and applicable IWC Wage Order, but willfully, knowingly,
9 and intentionally failed to do so.

10 41. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
11 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
12 timely payment of wages during their employment. In violation of the California Labor Code,
13 Plaintiff and other non-party Aggrieved Employees did not receive payment of all wages,
14 including, but not limited to, overtime wages, minimum wages, meal and rest period
15 premiums, and/or sick leave pay, within permissible time periods.

16 42. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
17 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
18 timely payment of all wages earned upon termination of employment. In violation of the
19 California Labor Code, Plaintiff and other non-party Aggrieved Employees did not receive
20 payment of all wages due, including, but not limited to, overtime wages, minimum wages,
21 meal and rest period premiums, and/or sick leave pay, within permissible time periods.

22 43. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
23 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
24 receive sick leave benefits to be paid at a regular rate of pay, that included, as eligible income,
25 all income derived from incentive pay, nondiscretionary bonuses, commissions, and/or other
26 forms of compensation, and to receive itemized wage statements or separate written
27 statements showing the amount of paid sick leave. In violation of the California Labor Code,
28 Defendants failed to include all forms of remuneration in calculating the regular rate of pay

1 for sick leave pay and failed to provide Plaintiff and other non-party Aggrieved Employees
2 with written itemized wage statements showing this information.

3 44. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
5 receive reimbursement for all business-related expenses and costs they incurred during the
6 course and scope of their employment and that they did not receive reimbursement of
7 applicable business-related expenses and costs incurred.

8 45. Plaintiff is informed and believes, and thereon alleges, that at all times herein
9 mentioned, Defendants knew or should have known that Defendants had a duty to provide
10 Plaintiff and other non-party Aggrieved Employees with written notice of the material terms
11 of their employment with Defendants as required by the California Wage Theft Prevention
12 Act, but failed to do so.

13 46. Plaintiff is informed and believes, and thereon alleges, that at all times herein
14 mentioned, Defendants knew or should have known that they had a duty to compensate
15 Plaintiff and other non-party Aggrieved Employees for all hours worked, and that Defendants
16 had the financial ability to pay such compensation, but willfully, knowingly, and intentionally
17 failed to do so, and falsely represented to Plaintiff and other non-party Aggrieved Employees
18 that they were properly denied wages, all in order to increase Defendants' profits.

19 47. At all times herein set forth, PAGA provides that any provision of law under
20 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be
21 assessed and collected by the LWDA for violations of the California Labor Code and
22 applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a
23 civil action brought on behalf of themselves and other current or former employees pursuant
24 to procedures outlined in California Labor Code section 2699.3.

25 48. PAGA defines an "aggrieved employee" in Labor Code section 2699(c) as "any
26 person who was employed by the alleged violator and against whom one or more of the
27 alleged violations was committed."

28 49. Plaintiff and other current and former employees of Defendants are "aggrieved

employees” as defined by Labor Code section 2699(c) in that they are all Defendants’ current or former employees and one or more of the alleged violations were committed against them.

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

- (a) The aggrieved employee shall give written notice by online filing (hereinafter “Employee’s Notice”) to the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.
- (b) An aggrieved employee’s notice filed with the LWDA pursuant to 2699.3(a) and any employer response to that notice shall be accompanied by a filing fee of seventy-five dollars (\$75).
- (c) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the Employee’s Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65) calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

51. Pursuant to California Labor Code section 2699.3(c), aggrieved employees, through Plaintiff, may pursue a civil action arising under PAGA for violations of any provision other than those listed in Section 2699.5 after the following requirements have been met:

- (a) The aggrieved employee or representative shall give written notice by online filing to the LWDA and by certified mail to the employer of the

specific provisions of the California Labor Code alleged to have been violated (other than those listed in Section 2699.5), including the facts and theories to support the alleged violation.

(b) An aggrieved employee's notice filed with the LWDA pursuant to 2699.3(c) and any employer response to that notice shall be accompanied by a filing fee of seventy-five dollars (\$75).

(c) The employer may cure the alleged violation within thirty-three (33) calendar days of the postmark date of the notice. The employer shall give written notice by certified mail within that period of time to the aggrieved employee or representative and the agency if the alleged violation is cured, including a description of actions taken, and no civil action pursuant to Section 2699 may commence. If the alleged violation is not cured within the 33-day period, the employee may commence a civil action pursuant to Section 2699.

52. On October 16, 2023, Plaintiff provided written notice by online filing to the LWDA and by certified mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including facts and theories to support the alleged violations, in accordance with California Labor Code section 2699.3. Plaintiff's written notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA PAGA Administrator has confirmed receipt of Plaintiff's written notice and assigned Plaintiff PAGA Case Number LWDA-CM-988026-23. A true and correct copy of Plaintiff's written notice to the LWDA and Defendants is attached hereto as "Exhibit 1."

53. As of the filing date of this complaint, over 65 days have passed since Plaintiff sent the written notice described above, and the LWDA has not responded that it intends to investigate Plaintiff's claims, and Defendants have not cured the violations.

54. Thus, Plaintiff has satisfied the administrative prerequisites under California Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 248.6, 510,

1 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, 2802, and 2810.5.

2 55. Labor Code section 558(a) provides “[a]ny employer or other person acting on
3 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
4 provision regulating hours and days of work in any order of the Industrial Welfare
5 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
6 dollars (\$50) for each underpaid employee for each pay period for which the employee was
7 underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each
8 underpaid employee for each pay period for which the employee was underpaid” Labor
9 Code section 558(c) provides “[t]he civil penalties provided for in this section are in addition
10 to any other civil or criminal penalty provided by law.” Plaintiff, acting in the public interest
11 as a private attorney general, seeks assessment and collection of civil penalties under Labor
12 Code section 558 for herself, all other non-party Aggrieved Employees, and the State of
13 California against Defendants for violations of Labor Code sections 510, 512(a), 516, and
14 1198, and the applicable IWC Wage Order. Plaintiff, acting in the public interest as a private
15 attorney general, does not seek the recovery of unpaid wages under Labor Code section 558
16 from Defendants for violations of Labor Code sections 510, 512(a), 516, and 1198, and the
17 applicable IWC Wage Order.

18 56. Defendants, at all times relevant to this complaint, were employers or persons
19 acting on behalf of an employer(s) who violated Plaintiff’s and other non-party Aggrieved
20 Employees’ rights by violating various sections of the California Labor Code as set forth
21 above.

22 57. As set forth below, Defendants have violated numerous provisions of both the
23 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage
24 Order.

25 58. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a),
26 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the public interest as a
27 private attorney general, seeks assessment and collection of civil penalties for herself, all other
28 non-party Aggrieved Employees, and the State of California against Defendants for violations

of California Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 248.6, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, 2802, and 2810.5.

FIRST CAUSE OF ACTION

For Civil Penalties, Pursuant to California Labor Code §§ 2698, *et seq.*

(Against all Defendants)

59. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

60. California Labor Code §§ 2698, *et seq.* (“PAGA”) permits Plaintiff to recover civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1198, and 2802. Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to recover civil penalties for violations of those Labor Code sections not found in section 2699.5, including sections 246, 248.6, 516, 1182.12, and 2810.5.

61. Defendants’ conduct, as alleged herein, violates numerous sections of the California Labor Code, including, but not limited to, the following:

- (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC Wage Order for Defendants’ failure to compensate Plaintiff and other non-party Aggrieved Employees with all required overtime pay, as set forth below;
- (b) Violation of Labor Code sections 226.7, 510, and 1198, and the applicable IWC Wage Order for Defendants’ failure to include all forms of remuneration in the regular rate of pay as required by law for purposes of paying overtime wages and/or meal and rest period premiums to Plaintiff and other non-party Aggrieved Employees, as set forth below;
- (c) Violation of Labor Code sections 1182.12, 1194, 1197, and 1198, and the applicable IWC Wage Order for Defendants’ failure to compensate

1 Plaintiff and other non-party Aggrieved Employees with at least
2 minimum wages for all hours worked, as set forth below;

3 (d) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
4 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
5 and other non-party Aggrieved Employees with meal periods, as set
6 forth below;

7 (e) Violation of Labor Code sections 226.7, 516, and 1198, and the
8 applicable IWC Wage Order for Defendants' failure to authorize and
9 permit Plaintiff and other non-party Aggrieved Employees to take rest
10 periods, as set forth below;

11 (f) Violation of Labor Code sections 226(a) and 1198, and the applicable
12 IWC Wage Order for failure to provide accurate and complete wage
13 statements to Plaintiff and other non-party Aggrieved Employees, as set
14 forth below;

15 (g) Violation of Labor Code sections 1174(d) and 1198, and the applicable
16 IWC Wage Order for failure to maintain payroll records, as set forth
17 below;

18 (h) Violation of Labor Code sections 204 for failure to pay all earned wages
19 during employment, as set forth below;

20 (i) Violation of Labor Code section 201 and 202 for failure to pay all
21 earned wages upon termination, as set forth below;

22 (j) Violation of Labor Code sections 246 and 248.6 for failure to properly
23 calculate the sick leave paid to Plaintiff and other non-party Aggrieved
24 Employees and for failure to provide written notice of paid sick leave
25 benefits, as set forth below;

26 (k) Violation of Labor Code sections 2802 for failure to reimburse Plaintiff
27 and other non-party Aggrieved Employees for all business expenses
28 necessarily incurred, as set forth below; and

1 (l) Violation of Labor Code section 2810.5(a)(1)(A)-(C) for failure to
2 provide written notice of information material to Plaintiff's and other
3 non-party Aggrieved Employees' employment with Defendants, as set
4 forth below.

5 **FAILURE TO PAY OVERTIME**

6 **VIOLATION OF LABOR CODE SECTIONS 510 AND 1198**

7 62. Labor Code section 1198 makes it illegal to employ an employee under
8 conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor
9 Code section 1198 requires that "... the standard conditions of labor fixed by the commission
10 shall be the ... standard conditions of labor for employees. The employment of any employee
11 ... under conditions of labor prohibited by the order is unlawful."

12 63. California Labor Code section 1198 and the applicable IWC Wage Order
13 provide that it is unlawful to employ persons without compensating them at a rate of pay
14 either time-and-one-half or two-times that person's regular rate of pay, depending on the
15 number of hours worked by the person on a daily or weekly basis.

16 64. Specifically, the applicable IWC Wage Order provides that Defendants are and
17 were required to pay Plaintiff and other non-party Aggrieved Employees working more than
18 eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time and
19 one-half (1 ½) for all hours worked in excess of eight (8) hours in a day or more than forty
20 (40) hours in a workweek.

21 65. The applicable IWC Wage Order further provides that Defendants are and were
22 required to pay Plaintiff and other non-party Aggrieved Employees working more than twelve
23 (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay.
24 An employee's regular rate of pay includes all remuneration for employment paid to, or on
25 behalf of, the employee, including nondiscretionary bonuses and incentive pay.

26 66. California Labor Code section 510 codifies the right to overtime compensation
27 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
28 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the

seventh (7th) day of work, and to overtime compensation at twice the employee's regular rate of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh (7th) day of work.

67. During the relevant time period, Defendants willfully failed to pay all overtime wages owed to Plaintiff and other non-party Aggrieved Employees. During the relevant time period, Plaintiff and other non-party Aggrieved Employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours worked were not recorded.

68. First, Defendants had, and continue to have, a company-wide policy and/or practice of discouraging and impeding Plaintiff and other non-party Aggrieved Employees from recording hours worked that were outside of their scheduled shifts in order to limit the amount of overtime employees could accrue. Because Defendants discouraged overtime accrual by, among other things, altering and/or falsifying timesheets, along with Defendants' assignment of heavy workloads and productivity requirements (*see infra*), Plaintiff and other non-party Aggrieved Employees were required to complete assigned tasks outside of their scheduled shifts without being compensated for the time they worked.

69. For example, before she clocked in for her shifts, Plaintiff's managers sometimes required her to attend to customers who had been waiting to be attended to or to immediately move a car in Defendants' parking area. As a further example, Plaintiff and other non-party Aggrieved Employees were required to respond to phone communications from potential customers before and after their shifts and/or on their days off. For instance, nearly every day, Plaintiff was required to answer work-related phone calls and text messages from sales leads, while off-the-clock, to discuss the coordination of car test drives or car pick-up times.

70. Additionally, Defendants had policy and/or practice of requiring employees working closing shifts to inspect all vehicles in the dealership lot to ensure their doors were locked and alarms were set before being able to leave the premises. Further, Defendants also required the last employee in the dealership to lock up the office, move cars to designated

1 overnight parking spots, and arm the dealership's gates before being able to leave the
2 premises. As a result, after clocking out at the end of their closing shifts, Plaintiff and other
3 non-party Aggrieved Employees were often required to complete these duties before they
4 could leave Defendants' premises. Plaintiff attempted to record this time spent working, but,
5 on information and belief, Defendants' management would alter her timesheets and shave off
6 the time spent completing assigned duties to avoid payment of additional wages to Plaintiff
7 and other non-party Aggrieved Employees.

8 71. Moreover, Defendants had, and continue to have, a company-wide policy
9 and/or practice of requiring Plaintiff and other non-party Aggrieved Employees to complete
10 trainings and obtain certain certifications, but did not permit them to complete them during
11 their shifts. Specifically, sales employees are required to complete seven (7) training modules
12 per week on Defendants' Ken Garff University portal in order to be eligible for Defendants'
13 nondiscretionary bonus program (*see infra*). For example, Plaintiff was required to complete
14 the trainings while she was at home, which consisted of watching videos on Defendants'
15 company policies, sales methods, new vehicle offerings, and completing quizzes with a 90%
16 passing rate, which took at least a few hours every week to complete. As a further example,
17 Plaintiff was required to complete an online training course for her Auto Alert certification
18 while she was at home, which took a few hours to complete, but was not compensated for this
19 time worked. Thus, Defendants failed to track the time Plaintiff and other non-party
20 Aggrieved Employees spent completing the mandatory trainings, and Plaintiff and other non-
21 party Aggrieved Employees received no compensation for this time.

22 72. Second, Defendants had, and continue to have, a company-wide policy and/or
23 practice of understaffing their locations while assigning heavy workloads, including
24 pressuring employees to meet productivity expectations and sales metrics, such as selling 12
25 cars each month and/or contacting 40 sales leads per day. Defendants' policies and/or
26 practices resulted in a failure to provide Plaintiff and other non-party Aggrieved Employees
27 with adequate meal period coverage. Moreover, Defendants also failed to schedule meal
28 periods, which further caused Plaintiff and other non-party Aggrieved Employees to not be

1 relieved of their duties for compliant meal periods. As a result, Plaintiff and other non-party
2 Aggrieved Employees were not afforded timely, uninterrupted thirty (30) minute meal periods
3 during shifts in which they were entitled to receive meal periods. For example, Plaintiff
4 worked through her meal periods due to the heavy workload, understaffing, and lack of
5 coverage available. Additionally, Plaintiff's meal periods were interrupted because she would
6 be required to attend to customers that arrived at Defendants' dealerships while she was taking
7 her meal period, in order to meet Defendants' expectations and sales metrics. Thus, Plaintiff
8 and other non-party Aggrieved Employees worked through meal periods and/or had meal
9 periods cut short or interrupted in order to handle their workloads. Defendants did not
10 compensate Plaintiff and other non-party Aggrieved Employees for the time they spent
11 working off the clock during meal periods.

12 73. Further, because Defendants frowned upon employees accruing meal period
13 penalties, Defendants' management pressured Plaintiff and other non-party Aggrieved
14 Employees to clock out for meal periods and/or adjusted employee time records to reflect
15 compliant meal periods, regardless of whether they had received a compliant meal period or
16 not, in order to strictly limit meal penalties that would need to be paid by Defendants.

17 74. Defendants knew or should have known that, as a result of these company-wide
18 practices and/or policies, Plaintiff and other non-party Aggrieved Employees were performing
19 their assigned duties off-the-clock before and after their shifts and during meal periods, and
20 were suffered or permitted to perform work for which they were not paid. Because Plaintiff
21 and other non-party Aggrieved Employees regularly worked shifts of eight (8) hours a day or
22 more, or forty (40) hours a week or more, some of this off-the-clock work qualified for
23 overtime premium pay. Therefore, Plaintiff and other non-party Aggrieved Employees were
24 not paid overtime wages for all of the overtime hours they actually worked.

25 75. Moreover, Defendants did not pay Plaintiff and other non-party Aggrieved
26 Employees the correct overtime rate for the recorded overtime hours that they generated. In
27 addition to an hourly wage, Defendants paid Plaintiff and other non-party Aggrieved
28 Employees incentive pay, nondiscretionary bonuses, commissions, and/or other forms of

1 remuneration. However, in violation of the California Labor Code, Defendants failed to
2 incorporate all compensation, including incentive pay, nondiscretionary bonuses,
3 commissions, and/or other forms of remuneration, into the calculation of the regular rate of
4 pay for purposes of calculating the overtime wage rate. Therefore, during times when
5 Plaintiff and other non-party Aggrieved Employees worked overtime and received these other
6 forms of pay, Defendants failed to pay all overtime wages by paying a lower overtime rate
7 than required.

8 76. For example, Defendants paid Plaintiff and other non-party Aggrieved
9 Employees incentive pay, nondiscretionary bonuses, and/or commissions which were listed on
10 Plaintiff's and other non-party Aggrieved Employees' wage statements as "Commission,"
11 "Bonus," "Year End Bonus," and/or "Guarantee." During pay periods that Plaintiff and other
12 non-party Aggrieved Employees were paid overtime wages, Defendants did not incorporate
13 the bonus pay into Plaintiff's and other non-party Aggrieved Employees' regular rate of pay
14 and, as a result, paid them at incorrect and lower rates of pay for overtime hours worked.
15 Specifically, Defendants paid Plaintiff and other non-party Aggrieved Employees 1.5 times
16 their hourly rate of pay instead of 1.5 times their regular rate of pay. Defendants' failure to
17 properly calculate the overtime rates of pay based on all remuneration paid has resulted in an
18 underpayment of overtime wages to Plaintiff and other non-party Aggrieved Employees on a
19 company-wide basis.

20 77. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
21 the balance of overtime compensation as required by California law, violates the provisions of
22 California Labor Code sections 510 and 1198. Plaintiff and other non-party Aggrieved
23 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
24 558 and/or 2699(a), (f), and (g).

25 **FAILURE TO PAY MINIMUM WAGES**

26 **VIOLATION OF LABOR CODE SECTIONS 1182.12, 1194, 1197, AND 1198**

27 78. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, and
28 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage

1 to be paid to employees, and the payment of a wage less than the minimum so fixed is
2 unlawful. Compensable work time is defined in IWC Wage Order No. 7-2001 as “the time
3 during which an employee is subject to the control of an employer, and includes all the time
4 the employee is suffered or permitted to work, whether or not required to do so.” Cal. Code
5 Regs. tit. 8, § 11070(2)(G) (defining “Hours Worked”).

6 79. As stated, during the relevant time period, as a result of Defendants’ restrictions
7 on overtime accrual, systematically failed to pay Plaintiff and other non-party Aggrieved
8 Employees for actual hours worked, because these hours were not accurately recorded.
9 Plaintiff and other non-party Aggrieved Employees were required to perform work off-the-
10 clock before and after their shifts and on days off, such as: attending to customers and taking
11 phone calls from sales leads prior to clocking in, completing mandatory trainings and
12 obtaining certifications at home, and/or inspecting vehicles to ensure they were locked before
13 leaving for the day. Thus, Defendants failed to track this time Plaintiff and other non-party
14 Aggrieved Employees spent working off-the-clock, and Plaintiff and other non-party
15 Aggrieved Employees received no compensation for this time.

16 80. Additionally, as set forth above, due to Defendants’ uniform practices of
17 understaffing their locations, assignment of heavy workloads, failure to schedule meal
18 periods, and subsequent lack of meal period coverage, Plaintiff and other non-party Aggrieved
19 Employees were impeded from taking all uninterrupted meal periods to which they were
20 entitled and were required to work off-the-clock during meal periods. In addition, as stated, in
21 order to prevent employees from accruing meal period penalties, upon information and belief,
22 Defendants’ management pressured employees to clock out for meal periods and/or adjusted
23 employee time records to reflect compliant meal periods, but required them to continue
24 working, time for which they were not paid.

25 81. Thus, Defendants did not pay minimum wages for all hours worked by Plaintiff
26 and other non-party Aggrieved Employees. To the extent that these off-the-clock hours did
27 not qualify for overtime premium payment, Defendants did not pay at least minimum wages
28 for those hours worked off-the-clock in violation of California Labor Code sections 1182.12,

1 1194, 1197, and 1198.

2 82. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
3 minimum wages violates California Labor Code sections 1182.12, 1194, 1197, and 1198.
4 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
5 penalties pursuant to Labor Code sections 2699(a), (f), and (g).

6 **FAILURE TO PROVIDE AND RECORD MEAL PERIODS**
7 **VIOLATION OF LABOR CODE SECTIONS 226.7, 512(a), 516, AND 1198**

8 83. At all relevant times herein set forth, the applicable IWC Wage Order and
9 California Labor Code sections 226.7, 512(a), 516, and 1198 were applicable to Plaintiff's and
10 non-party Aggrieved Employees' employment by Defendants.

11 84. At all relevant times herein set forth, California Labor Code section 512(a)
12 provides that an employer may not require, cause, or permit an employee to work for a period
13 of more than five (5) hours per day without providing the employee with a meal period of not
14 less than thirty (30) minutes, except that if the total work period per day of the employee is
15 not more than six (6) hours, the meal period may be waived by mutual consent of both the
16 employer and the employee. Under California law, first meal periods must start after no more
17 than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

18 85. At all relevant times herein set forth, California Labor Code sections 226.7,
19 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
20 meal period mandated by an applicable order of the IWC.

21 86. At all relevant times herein set forth, Labor Code sections 226.7, 512(a), 1198,
22 and the applicable IWC Wage Order also require employers to provide a second meal period
23 of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay
24 an employee one (1) additional hour of pay at the employee's regular rate, except that if the
25 total hours worked is no more than twelve (12) hours, the second meal period may be waived
26 by mutual consent of the employer and the employee only if the first meal period was not
27 waived.

28 87. As stated above, Defendants had, and continue to have, a company-wide policy

1 and/or practice of understaffing their locations, which, combined with the practice of
2 assigning heavy workloads, discouraging employees from incurring overtime, and failing to
3 schedule meal periods, resulted in a lack of meal period coverage and prevented Plaintiff and
4 other non-party Aggrieved Employees from taking all timely meal periods to which they were
5 entitled. As a result, Plaintiff and other non-party Aggrieved Employees were forced to work
6 in excess of five (5) hours before taking a meal period, had their meal periods interrupted,
7 and/or had to forgo their meal periods altogether. For example, as stated, Plaintiff missed her
8 meal periods and had them interrupted, due to the lack of coverage available, heavy workload,
9 and in order to meet Defendants' productivity expectations and sales metrics. As a further
10 example, Plaintiff sometimes could not take her meal periods until more than five (5) hours
11 into her shifts, due to the heavy workload and lack of coverage.

12 88. Moreover, as stated, because Defendants frowned upon employees accruing
13 meal period penalties, Defendants' management pressured Plaintiff and other non-party
14 Aggrieved Employees to clock out for meal periods and/or adjusted employee time records to
15 reflect compliant meal periods, regardless of whether they had received a compliant meal
16 period or not, in order to strictly limit meal penalties that would need to be paid by
17 Defendants. For example, on at least a few occasions, Plaintiff was required to clock out for
18 her meal periods to record that she had received compliant meal periods on shifts when she
19 had not, in fact, received these timely meal periods.

20 89. Additionally, Defendants did not provide Plaintiff and other non-party
21 Aggrieved Employees with second 30-minute meal periods on days that they worked in excess
22 of ten (10) hours in one day. For example, Plaintiff would sometimes work shifts in excess of
23 ten (10) hours per day, but was not provided a second meal period during these shifts.
24 Plaintiff and other non-party Aggrieved Employees did not sign valid meal period waivers on
25 days that they were entitled to meal periods and were not relieved of all duties.

26 90. Defendants knew or should have known that as a result of their policies,
27 Plaintiff and other non-party Aggrieved Employees were not actually relieved of all duties to
28 take timely, uninterrupted meal periods. Defendants further knew or should have known that

1 they did not pay Plaintiff and other non-party Aggrieved Employees meal period premiums
2 when meal periods were missed, late, short, and/or interrupted.

3 91. Furthermore, Defendants engaged in a company-wide practice and/or policy of
4 not paying meal period premiums owed when compliant meal periods are not provided.
5 Because of this practice and/or policy, Plaintiff and other non-party Aggrieved Employees
6 have not received premium pay for all missed, late, and interrupted meal periods.
7 Alternatively, to the extent that Defendants did pay Plaintiff and other non-party Aggrieved
8 Employees for missed, late, and interrupted meal periods, Defendants did not pay Plaintiff and
9 other non-party Aggrieved Employees at the correct rate of pay for premiums because
10 Defendants systematically failed to include all forms of compensation, such as incentive pay,
11 nondiscretionary bonuses, commissions, and/or other forms of remuneration, in the regular
12 rate of pay.

13 92. Defendants' conduct violates the applicable IWC Wage Order, and California
14 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and other non-party Aggrieved
15 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
16 558 and/or 2699(a), (f), and (g).

17 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**
18 **VIOLATION OF LABOR CODE SECTIONS 226.7, 516, AND 1198**

19 93. At all relevant times herein set forth, the applicable IWC Wage Order and
20 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and other
21 non-party Aggrieved Employees' employment by Defendants.

22 94. At all relevant times, the applicable IWC Wage Order provides that "[e]very
23 employer shall authorize and permit all employees to take rest periods, which insofar as
24 practicable shall be in the middle of each work period" and that the "rest period time shall be
25 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
26 hours or major fraction thereof" unless the total daily work time is less than three and one-half
27 (3 ½) hours.

28 95. At all relevant times, California Labor Code section 226.7 provides that no

1 employer shall require an employee to work during any rest period mandated by an applicable
2 order of the California IWC. To comply with its obligation to authorize and permit rest
3 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
4 employer must “relinquish any control over how employees spend their break time, and
5 relieve their employees of all duties—including the obligation that an employee remain on
6 call. A rest period, in short, must be a period of rest.” *Augustus v. ABM Security Services,*
7 *Inc.*, 2 Cal. 5th 257, 273 (2016).

8 96. Pursuant to the applicable IWC Wage Order and California Labor Code section
9 226.7(c), Plaintiff and other non-party Aggrieved Employees are entitled to recover from
10 Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a
11 required rest period was not authorized and permitted.

12 97. During the relevant time period, Defendants regularly failed to authorize and
13 permit Plaintiff and other non-party Aggrieved Employees to take a ten (10) minute rest
14 period per each four (4) hour period worked or major fraction thereof. As with meal periods,
15 Defendants’ company-wide policies and/or practices of understaffing and assigning heavy
16 workloads prevented Plaintiff and other non-party Aggrieved Employees from being relieved
17 of all duty to take rest periods. Defendants also failed to schedule rest periods, which further
18 led to Plaintiff and other non-party Aggrieved Employees not being authorized and permitted
19 to take compliant rest periods.

20 98. Moreover, upon information and belief, Defendants maintained a company-
21 wide on-premises rest period policy, which effectively required Plaintiff and other non-party
22 Aggrieved Employees remain on Defendants’ premises during their rest periods. Because
23 Plaintiff and other non-party Aggrieved Employees were restricted from leaving the premises
24 during rest periods, they were denied the ability to use their rest periods freely for their own
25 purposes, such as running personal errands. Thus, Defendants effectively maintained control
26 over Plaintiff and other non-party Aggrieved Employees during rest periods.

27 99. As a result of Defendants’ practices and policies, Plaintiff and other non-party
28 Aggrieved Employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in

1 excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they
2 were entitled. For example, Plaintiff had to forego some of her rest periods because of
3 Defendants' assignment of heavy workloads and lack of coverage. When Plaintiff was able to
4 take her rest periods, they were often interrupted in order to keep up with Defendants'
5 customer service and productivity expectations.

6 100. Defendants also have engaged in a company-wide practice and/or policy of not
7 paying rest period premiums owed when compliant rest periods are not authorized and
8 permitted. Because of this practice and/or policy, Plaintiff and other non-party Aggrieved
9 Employees have not received premium pay for all missed rest periods. Alternatively, to the
10 extent that Defendants did pay Plaintiff and other non-party Aggrieved Employees one (1)
11 additional hour of premium pay for missed rest periods, Defendants did not pay Plaintiff and
12 other non-party Aggrieved Employees at the correct rate of pay for premiums because
13 Defendants failed to include all forms of compensation, such as incentive pay,
14 nondiscretionary bonuses, commissions, and/or other forms of remuneration, in the regular
15 rate of pay.

16 101. Defendants' conduct violates the applicable IWC Wage Order and California
17 Labor Code sections 226.7, 516, and 1198. Plaintiff and other non-party Aggrieved
18 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
19 558 and/or 2699(a), (f), and (g).

20 **FAILURE TO PROVIDE AND MAINTAIN COMPLIANT WAGE STATEMENTS**
21 **VIOLATION OF LABOR CODE SECTIONS 226(a), 1174(d), AND 1198**

22 102. At all relevant times herein, California Labor Code section 226(a) provides that
23 every employer shall furnish each of his or her employees an accurate and complete itemized
24 wage statement in writing, including, but not limited to, the name and address of the legal
25 entity that is the employer, the inclusive dates of the pay period, total hours worked, and all
26 applicable rates of pay.

27 103. During the relevant time period, Defendants have knowingly and intentionally
28 provided Plaintiff and other non-party Aggrieved Employees with uniform, incomplete, and

1 inaccurate wage statements. For example, Defendants issued uniform wage statements to
2 Plaintiff and other non-party Aggrieved Employees that fail to correctly list: gross wages
3 earned; total hours worked; net wages earned; and all applicable hourly rates in effect during
4 the pay period, including rates of pay for overtime wages, meal and rest period premiums,
5 and/or paid sick leave, and the corresponding number of hours worked at each hourly rate.
6 Specifically, Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

7 104. Because Defendants did not record the time Plaintiff and other non-party
8 Aggrieved Employees spent working off-the-clock and deducted time from their records for
9 meal periods that were interrupted and/or missed (and therefore time for which they should
10 have been paid), Defendants did not list the correct amount of gross wages and net wages
11 earned by Plaintiff and other non-party Aggrieved Employees in compliance with section
12 226(a)(1) and section 226(a)(5), respectively. For the same reason, Defendants failed to
13 accurately list the total number of hours worked by Plaintiff and other non-party Aggrieved
14 Employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of
15 pay in effect during the pay period and the corresponding accurate number of hours worked at
16 each hourly rate, in violation of section 226(a)(9).

17 105. Additionally, because Defendants did not calculate Plaintiff's and other non-
18 party Aggrieved Employees' regular rate of pay correctly for purposes of paying overtime
19 wages, meal and rest period premiums, and/or paid sick leave, Defendants did not list the
20 correct amount of gross wages in compliance with section 226(a)(1) and did not list the
21 correct amount of net wages in violation of section 226(a)(5). Defendants also failed to
22 correctly list all applicable hourly rates in effect during the pay period, namely, correct rates
23 of pay for overtime wages, meal and rest period premiums, and/or paid sick leave, in violation
24 of section 226(a)(9).

25 106. The wage statement deficiencies also include, among other things, failing to list
26 the number of piece-rate units earned and any applicable piece rate if the employee is paid on
27 a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period
28 for which aggrieved employees were paid; failing to list the name of the employee and only

1 the last four digits of his or her social security number or an employee identification number
2 other than a social security number; failing to list the name and address of the legal entity that
3 is the employer; and/or failing to state all hours worked as a result of not recording or stating
4 hours worked off-the-clock.

5 107. California Labor Code section 1174(d) provides that “[e]very person employing
6 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
7 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
8 plants or establishments at which employees are employed, payroll records showing the hours
9 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
10 applicable piece rate paid to, employees employed at the respective plants or
11 establishments” Labor Code section 1174.5 provides that employers are subject to a
12 \$500 civil penalty if they fail to maintain accurate and complete records as required by section
13 1174(d). At all relevant times, and in violation of Labor Code section 1174(d), Defendants
14 willfully failed to maintain accurate payroll records for Plaintiff and other non-party Aggrieved
15 Employees showing the daily hours they worked and the wages paid thereto as a result of failing
16 to record the off-the-clock hours that they worked.

17 108. California Labor Code section 1198 provides that the maximum hours of work
18 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
19 set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he
20 employment of any employees for longer hours than those fixed by the order or under
21 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
22 Wage Order, employers are required to keep accurate time records showing when the
23 employee begins and ends each work period and meal period. During the relevant time
24 period, Defendants engaged in company-wide practices and/or policies of failing to record
25 actual hours worked (including falsifying time records by recording that compliant meal
26 periods were taken regardless if or when meal periods were actually taken), and thereby failed
27 to keep accurate records of work period and meal period start and end times for Plaintiff and
28 other non-party Aggrieved Employees, in violation of section 1198. Also, in light of

Defendants' failure to provide Plaintiff and other non-party Aggrieved Employees with second 30-minute meal periods to which they were entitled, Defendants kept no records of meal start and end times for second meal periods.

109. Defendants' conduct violates California Labor Code 226(a), 1174(d), and 1198. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (g).

FAILURE TO PAY WAGES DURING EMPLOYMENT

VIOLATION OF LABOR CODE SECTION 204

110. At all relevant times herein set forth, California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed. Labor Code section 204 further provides that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

111. At all relevant times herein, California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, at all relevant times herein, Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

112. During the relevant time period, Defendants willfully failed to pay Plaintiff and other non-party Aggrieved Employees all wages due to them within any time period specified by California Labor Code section 204 including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or sick leave pay.

113. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 210 and/or 2699(a), (f), and (g).

1 **FAILURE TO PAY WAGES UPON TERMINATION**

2 **VIOLATION OF LABOR CODE SECTIONS 201 AND 202**

3 114. At all times relevant herein set forth, Labor Code sections 201 and 202 provide
4 that if an employer discharges an employee, the wages earned and unpaid at the time of
5 discharge are due and payable immediately, and that if an employee voluntarily leaves his or
6 her employment, his or her wages shall become due and payable not later than seventy-two
7 (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of
8 his or her intention to quit, in which case the employee is entitled to his or her wages at the
9 time of quitting.

10 115. Defendants willfully failed to pay Plaintiff and other non-party Aggrieved
11 Employees who are no longer employed by Defendants the earned and unpaid wages set forth
12 above, including but not limited to, overtime wages, minimum wages, meal and rest period
13 premiums, and/or sick leave pay, either at the time of discharge, or within seventy-two (72)
14 hours of their leaving Defendants' employ.

15 116. Defendants' failure to pay Plaintiff and those other non-party Aggrieved
16 Employees who are no longer employed by Defendants their wages earned and unpaid at the
17 time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ,
18 violates Labor Code sections 201 and 202. Plaintiff and other non-party Aggrieved
19 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
20 256 and/or 2699(a), (f), and (g).

21 **FAILURE TO PROPERLY CALCULATE SICK LEAVE RATES OF PAY AND**

22 **PROVIDE WRITTEN NOTICE OF PAID SICK LEAVE**

23 **VIOLATION OF LABOR CODE SECTION 246 AND 248.6**

24 117. At all relevant times herein, California Labor Code sections 245.5, 246, 246.5,
25 247, 247.5, 248.5, and 249 provide employees who have worked in California for 30 or more
26 days from the commencement of employment with paid sick days, to be accrued at least one
27 hour for every 30 hours worked. California Labor Code section 246(i) provides that an
28 employer must provide an employee with written notice that sets forth the amount of paid sick

1 leave available, or paid time off that an employer provides in lieu of sick leave, for use on
2 either the employee's itemized wage statement or in a separate written statement provided on
3 the designated pay date with the employee's wages. Further, Labor Code section 246(l)
4 provides that an employer shall calculate paid sick leave by using one of two calculations: 1)
5 "[p]aid sick time for nonexempt employees shall be calculated in the same manner as the
6 regular rate of pay for the workweek in which the employee uses paid sick time, whether or
7 not the employee actually works overtime in that workweek[;]" or 2) "[p]aid sick time for
8 nonexempt employees shall be calculated by dividing the employee's total wages, not
9 including overtime premium pay, by the employee's total hours worked in the full pay periods
10 of the prior 90 days of employment."

11 118. At all relevant times herein, California Labor Code section 248.6 provides
12 covered employees with COVID-19 supplemental paid sick leave. Effective through
13 December 31, 2022, Labor Code section 248.6(d) provides that COVID-19 supplemental paid
14 sick leave shall be set forth separately from paid sick days and that an "employer shall provide
15 an employee with written notice that sets forth the amount of COVID-19 supplemental paid
16 sick leave that the employee has used through the pay period in which it was due to be paid on
17 either the employee's itemized wage statement . . . or in a separate written statement provided
18 on the designated pay date with the employee's payment of wages. The employer shall list
19 zero hours used if a worker has not used any COVID-19 supplemental paid sick leave."
20 Further, Labor Code section 248.6(b)(3)(A) provides that each hour of COVID-19
21 supplemental paid sick leave shall be compensated at a rate equal to the following: 1)
22 "[c]alculated in the same manner as the regular rate of pay for the workweek in which the
23 employee uses paid sick time, whether or not the employee actually works overtime in that
24 workweek[;]" or 2) "[c]alculated by dividing the employee's total wages, not including
25 overtime premium pay, by the employee's total nonovertime hours worked in the full pay
26 periods occurring within the prior 90 days of employment; provided that, for nonexempt
27 employees paid by piece rate, commission or other method that uses all hours to determine the
28 regular rate of pay, total wages, not including overtime premium pay, shall be divided by all

1 hours, to determine the correct amount of COVID-19 supplemental paid sick leave under this
2 subdivision.”

3 119. During the relevant time period, Defendants did not pay Plaintiff and other non-
4 party Aggrieved Employees the correct sick leave rates of pay. In addition to an hourly wage,
5 Defendants paid Plaintiff and other non-party Aggrieved Employees incentive pay,
6 nondiscretionary bonuses, commissions, and/or other forms of remuneration. However, in
7 violation of the California Labor Code, Defendants failed to incorporate all remunerations,
8 including incentive pay, nondiscretionary bonuses, and/or commissions, into the calculation of
9 the regular rate of pay for purposes of calculating the sick leave rate. Therefore, during times
10 when Plaintiff and other non-party Aggrieved Employees took sick leave and received these
11 other forms of pay, Defendants failed to pay all sick leave benefits by paying a lower sick
12 leave rate than required. Specifically, Defendants paid Plaintiff and other non-party
13 Aggrieved Employees sick leave based on their hourly rate of pay instead of their regular rate
14 of pay.

15 120. Moreover, during the relevant time period, Defendants failed, on a company-
16 wide basis, to provide Plaintiff and other non-party Aggrieved Employees with written notice
17 on wage statements and/or other separate written statements that listed the amount of COVID-
18 19 supplemental paid sick leave used by them.

19 121. Defendants’ failure to properly calculate the sick leave rates of pay based on all
20 remuneration paid has resulted in an underpayment of sick leave benefits to Plaintiff and other
21 non-party Aggrieved Employees on a company-wide basis in violation of California Labor Code
22 sections 246(l) and 248.6(b)(3)(A). Moreover, Defendants’ systematic failure to provide written
23 notice of COVID-19 supplemental paid sick leave benefits to Plaintiff and other non-party
24 Aggrieved Employees violates California Labor Code section 248.6(d).

25 122. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
26 recover civil penalties pursuant to Labor Code sections 248.5 and/or 2699(a), (f), and (g).

27 //

28 //

1 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

2 **VIOLATION OF LABOR CODE SECTION 2802**

3 123. At all times herein set forth, California Labor Code section 2802 provides that
4 an employer must reimburse employees for all necessary expenditures and losses incurred by
5 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
6 to prevent employers from passing off their cost of doing business and operating expenses on
7 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
8 (2014). IWC Wage Order No. 7-2001 provides that: “[w]hen tools or equipment are required
9 by the employer or are necessary to the performance of a job, such tools and equipment shall
10 be provided and maintained by the employer, except that an employee whose wages are at
11 least two (2) times the minimum wage provided herein may be required to provide and
12 maintain hand tools and equipment customarily required by the trade or craft.”

13 124. During the relevant time period, Defendants required Plaintiff and other non-
14 party Aggrieved Employees to purchase supplies and equipment necessary for the
15 performance of their duties, but failed to reimburse them for their out-of-pocket costs. For
16 example, Plaintiff spent approximately \$20 per month on office supplies such as pencils, pens
17 and paper, because Defendants failed to provide her with the necessary supplies which were
18 required for her to complete her assigned duties. Although Defendants required Plaintiff and
19 other non-party Aggrieved Employees to purchase supplies and equipment to carry out their
20 work-related responsibilities, Defendants failed to reimburse them for their out-of-pocket
21 costs.

22 125. Also, during the relevant time period, Defendants had a company-wide policy
23 of requiring Plaintiff and other non-party Aggrieved Employees to utilize their own personal
24 mobile devices, including cellular phones, and/or mobile data to carry out their job duties, but
25 Defendants failed to fully reimburse them for the costs of their work-related mobile device
26 expenses. For example, Plaintiff and other non-party Aggrieved Employees were required to
27 use their mobile data to download and utilize mobile applications for contacting and tracking
28 sales leads. Although Defendants required Plaintiff and other non-party Aggrieved

1 Employees to utilize their personal mobile devices and/or mobile data to carry out their work-
2 related responsibilities, Defendants failed to fully reimburse them for these costs.

3 126. Defendants could have provided Plaintiff and other non-party Aggrieved
4 Employees with the actual equipment for use on the job, such as office supplies and company
5 mobile devices, or, Defendants could have reimbursed employees for the costs of their supply
6 and equipment expenses and fully reimburse their mobile device usage. Instead, Defendants
7 passed these operating costs off onto Plaintiff and other non-party Aggrieved Employees. At
8 all relevant times, Plaintiff did not earn at least two (2) times the minimum wage.

9 127. Defendants' company-wide policy and/or practice of not reimbursing
10 employees for expenses necessarily incurred and passing on their operating costs to Plaintiff
11 and other non-party Aggrieved Employees violates California Labor Code section 2802.
12 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
13 penalties pursuant to Labor Code sections 2699(a), (f), and (g).

14 **FAILURE TO PROVIDE NOTICE OF MATERIAL TERMS OF EMPLOYMENT**
15 **VIOLATION OF LABOR CODE SECTION 2810.5 (a)(1)(A)-(C)**

16 128. California's Wage Theft Prevention Act was enacted to ensure that employers
17 provide employees with basic information material to their employment relationship at the
18 time of hiring, and to ensure that employees are given written and timely notice of any
19 changes to basic information material to their employment. Codified at California Labor
20 Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an
21 employer must provide written notice to employees containing basic and material payroll
22 information, including, among other things, the rate(s) of pay and basis thereof, whether paid
23 by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for
24 overtime, the regular payday designated by the employer, and any allowances claims as part
25 of the minimum wage, including meal or lodging allowances. Labor Code § 2810.5(a)(1)(A)-
26 (C).

27 129. Defendants failed to provide Plaintiff and other non-party Aggrieved
28 Employees written notice that lists the requisite information set forth in Labor Code section

1 2810.5(a)(1)(A)-(C). Defendants' failure to provide Plaintiff and other non-party Aggrieved
2 Employees with written notice of basic information regarding their employment with
3 Defendants is in violation of Labor Code section 2810.5.

4 130. Defendants' failure to provide Plaintiff and other non-party Aggrieved
5 Employees with written notice of basic information regarding their employment with
6 Defendants is in violation of Labor Code section 2810.5. Plaintiff and other non-party
7 Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code
8 sections 2699(a), (f), and (g).

9 **REQUEST FOR JURY TRIAL**

10 Plaintiff requests a trial by jury.

11 **PRAYER FOR RELIEF**

12 Plaintiff, on behalf of all other non-party Aggrieved Employees, prays for relief and
13 judgment against Defendants, jointly and severally, as follows:

14 1. For civil penalties and attorneys' fees in excess of twenty-five thousand dollars
15 (\$25,000). Plaintiff reserves the right to amend her prayer for relief to seek a different
16 amount.

17 **As to the First Cause of Action**

18 2. That the Court declare, adjudge and decree that Defendants violated the
19 following California Labor Code provisions as to Plaintiff and/or other non-party Aggrieved
20 Employees: 510 and 1198 (by failing to pay all overtime compensation); 226.7, 510, and 1198
21 (by failing to include all forms of remuneration in the regular rate of pay for purposes of
22 paying overtime wages and/or meal and rest period premiums); 1182.12, 1194, 1197, and
23 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and
24 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and
25 permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage
26 statements and maintain accurate payroll records); 204 (by failing to timely pay all earned
27 wages during employment); 201 and 202 (by failing to timely pay all earned wages upon
28 termination); 246 and 248.6 (by failing to properly calculate sick leave pay and provide

1 written notice of paid sick leave); 2802 (by failing to reimburse business expenses); and
2 2810.5 (by failing to provide written notice of information material to employment);

3 3. For civil penalties, pursuant to California Labor Code sections 210, 226.3,
4 248.5, 256, 558, 1174.5, 2699(a), (f), and (g), for violations of California Labor Code sections
5 201, 202, 204, 226(a), 226.7, 246, 248.6, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197,
6 1198, 2802, and 2810.5;

7 4. For attorneys' fees and costs pursuant to California Labor Code section
8 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California
9 Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 248.6, 510, 512(a), 516, 1174(d),
10 1182.12, 1194, 1197, 1198, 2802, and 2810.5;

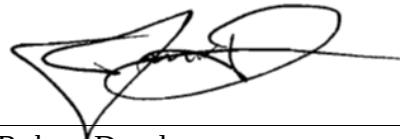
11 5. For pre-judgment and post-judgment interest as provided by law; and

12 6. For such other and further relief as the Court may deem equitable and
13 appropriate.

14
15 Dated: December 21, 2023

Respectfully submitted,

Capstone Law APC

17
18 

By: _____

19 Robert Drexler
20 Molly DeSario
21 Jonathan Lee

22 Attorneys for Plaintiff Rachel Garibay
23
24
25
26
27
28

EXHIBIT “1”



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ALEXANDER LIMA
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October 16, 2023

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.tfaforms.net/308>)

Subject: *Rachel Garibay v. GL LBH, LLC, et al.*

Dear PAGA Administrator:

This office represents Rachel Garibay in connection with her claims under the California Labor Code. Ms. Garibay was an employee of GL LBH, LLC; GL HOD, LLC; GL CCH, LLC; GL CCT, LLC; GL HMH, LLC; GL LBT, LLC; GL TOD, LLC; KEN GARFF AUTOMOTIVE, LLC; and/or STADIUM NISSAN, LLC. For the purpose of this letter, Ms. Garibay collectively refers to these entities as "GARFF."

The employers may be contacted directly at the addresses below:

GL LBH, LLC
111 E. BROADWAY, SUITE 900
SALT LAKE CITY, UT 84111

GL HOD, LLC
111 E BROADWAY, SUITE 900
SALT LAKE CITY, UT 84111-5235

GL CCH, LLC
111 E BROADWAY, SUITE 900
SALT LAKE CITY, UT 84111

GL CCT, LLC
111 E BROADWAY, SUITE 900
SALT LAKE CITY, UT 84111

GL HMH, LLC
11041 SEPULVEDA BLVD.
MISSION HILLS, CA 91345

GL HMH, LLC
111 E BROADWAY, SUITE 900
SALT LAKE CITY, UT 84111

GL LBT, LLC
3399 E WILLOW STREET
LONG BEACH, CA 90806

GL LBT, LLC
111 E BROADWAY, SUITE 900
SALT LAKE CITY, UT 84111

GL TOD, LLC
111 E BROADWAY, SUITE 900
SALT LAKE CITY, UT 84111-5235

KEN GARFF AUTOMOTIVE, LLC
111 E BROADWAY, SUITE 900
SALT LAKE CITY, UT 84111

STADIUM NISSAN, LLC
1140 W. KATELLA AVE
ORANGE, CA 92867

STADIUM NISSAN, LLC
111 E. BROADWAY, SUITE 900
SALT LAKE CITY, UT 84111

Ms. Garibay intends to seek civil penalties, attorney's fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Ms. Garibay seeks relief on behalf of herself, the State of California, and other persons who are or were employed by GARFF as a non-exempt, hourly paid employee in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

GARFF employed Ms. Garibay as an hourly paid, non-exempt employee from approximately November 2020 to January 2023. Ms. Garibay worked for GARFF as a Business Development Center ("BDC") Assistant for its Honda of the Desert location from her time of hire in November 2020 until approximately May 2021; and as a Sales Associate for GARFF's Long Beach Honda location from around May 2021, until her time of termination in January 2021. During her employment, Ms. Garibay typically worked eight (8) hours or more per day and five (5) days per week. By the end of her employment, Ms. Garibay was compensated approximately \$15.50 per hour, plus commissions and bonuses. Her job duties included, without limitation, responding to and communicating with potential sales leads and leading customers through the sales process, including car selection, test drive, personalization, financing and paperwork processes.

GARFF committed one or more of the following Labor Code violations against Ms. Garibay, the facts and theories of which follow, making her an "aggrieved employee" pursuant to California Labor Code section 2699(c):¹

GARFF's Company-Wide and Uniform Payroll and HR Practices

GL LBH, LLC; GL HOD, LLC; GL CCH, LLC; GL CCT, LLC; GL HMH, LLC; GL LBT, LLC; GL TOD, LLC; and STADIUM NISSAN, LLC are Delaware limited liability companies, while KEN GARFF AUTOMOTIVE, LLC is a Utah limited liability company. Together, they are one of the largest privately held automotive groups in the United States, with over 60 car dealership locations nationwide and approximately 10 located in California. Upon information and belief, GARFF maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Salt Lake City, Utah, for all non-exempt, hourly paid employees working for GARFF in California, including Ms. Garibay and other aggrieved employees. At all relevant times, GARFF issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Garibay and other aggrieved employees, regardless of their location or position.

Upon information and belief, GARFF maintains a centralized Payroll department at its corporate headquarters in Salt Lake City, Utah, which processes payroll for all non-exempt, hourly paid employees working for GARFF in California, including Ms. Garibay and other aggrieved employees. Further,

¹ These facts, theories, and claims are based on Ms. Garibay's experience and counsel's review of those records currently available relating to Ms. Garibay's employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law's requirements, the employer misinformed its employee of the law's requirements, or because the employer effectively hid the violations). Thus, Ms. Garibay reserves the right to supplement this letter with additional facts, theories, and claims if she becomes aware of them subsequent to the submission of this letter.

GARFF issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Ms. Garibay and other aggrieved employees, irrespective of their location, position, or manner in which each employee's employment ended. In other words, GARFF utilized the same methods and formulas when calculating wages due to Ms. Garibay and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

GARFF willfully failed to pay all overtime wages owed to Ms. Garibay and other aggrieved employees. During the relevant time period, Ms. Garibay and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, GARFF had, and continues to have, a company-wide policy and/or practice of discouraging and impeding Ms. Garibay and other aggrieved employees from recording hours worked that were outside of their scheduled shifts in order to limit the amount of overtime employees could accrue. Because GARFF discouraged overtime accrual by, among other things, altering and/or falsifying timesheets, along with GARFF's assignment of heavy workloads and productivity requirements (*see infra*), Ms. Garibay and other aggrieved employees were required to complete assigned tasks outside of their scheduled shifts without being compensated for the time they worked.

For example, before she clocked in for her shifts, Ms. Garibay's managers sometimes required her to attend to customers who had been waiting to be attended to or to immediately move a car in GARFF's parking area. As a further example, Ms. Garibay and other aggrieved employees were required to respond to phone communications from potential customers before and after their shifts and/or on their days off. For instance, nearly every day, Ms. Garibay was required to answer work-related phone calls and text messages from sales leads, while off-the-clock, to discuss the coordination of car test drives or car pick-up times.

Additionally, GARFF had policy and/or practice of requiring employees working closing shifts to inspect all vehicles in the dealership lot to ensure their doors were locked and alarms were set before being able to leave the premises. Further, GARFF also required the last employee in the dealership to lock up the office, move cars to designated overnight parking spots, and arm the dealership's gates before being able to leave the premises. As a result, after clocking out at the end of their closing shifts, Ms. Garibay and other aggrieved employees, were often required to complete these duties before they could leave GARFF's premises. Ms. Garibay attempted to record this time spent working, but, on information and belief, GARFF's management would alter her timesheets and shave off the time spent completing assigned duties to avoid payment of additional wages to Ms. Garibay and other aggrieved employees.

Moreover, GARFF had, and continues to have, a company-wide policy and/or practice of requiring Ms. Garibay and other aggrieved employees to complete trainings and obtain certain certifications, but did not

permit them to complete them during their shifts. Specifically, sales employees are required to complete seven (7) training modules per week on GARFF's Ken Garff University portal in order to be eligible for GARFF's nondiscretionary bonus program (*see infra*). For example, Ms. Garibay was required to take complete the trainings while she was at home, which consisted of watching videos on GARFF company policies, sales methods, new vehicle offerings, and completing quizzes with a 90% passing rate, which took at least a few hours every week to complete. As a further example, Ms. Garibay was required to complete an online training course for her Auto Alert certification while she was at home, which took a few hours to complete, but was not compensated for this time worked. Thus, GARFF failed to track the time Ms. Garibay and other aggrieved employees spent completing the mandatory trainings, and Ms. Garibay and other aggrieved employees received no compensation for this time.

Second, during the relevant time period, GARFF had, and continues to have, a company-wide policy and/or practice of understaffing its locations while assigning heavy workloads, including pressuring employees to meet productivity expectations and sales metrics, such as selling 12 cars each month and/or contacting 40 sales leads per day. GARFF's policies and/or practices resulted in a failure to provide Ms. Garibay and other aggrieved employees with adequate meal period coverage. Moreover, GARFF also failed to schedule meal periods, which further caused Ms. Garibay and other aggrieved employees to not be relieved of their duties for compliant meal periods. As a result, Ms. Garibay and other aggrieved employees were not afforded uninterrupted thirty (30) minute meal periods during shifts in which they were entitled to receive meal periods. For example, Ms. Garibay worked through her meal periods due to the heavy workload, understaffing, and lack of coverage available. Additionally, Ms. Garibay's meal periods were interrupted because she would be required to attend to customers that arrived at GARFF's dealerships while she was taking her meal period, in order to meet GARFF's expectations and sales metrics. Thus, Ms. Garibay and other aggrieved employees worked through meal periods and/or had meal periods cut short or interrupted in order to handle their workloads. GARFF did not compensate Ms. Garibay and other aggrieved employees for the time they spent working off the clock during meal periods.

Further, because GARFF frowned upon employees accruing meal period penalties, GARFF's management pressured employees to clock out for meal periods and/or adjusted employee time records to reflect compliant meal periods, regardless of whether they had received a compliant meal period or not, in order to strictly limit meal penalties that would need to be paid by GARFF. Thus, GARFF did not record all hours worked during meal periods, and Ms. Garibay and other aggrieved employees performed work during meal periods for which they were not paid.

GARFF knew or should have known that, as a result of these company-wide practices and/or policies, Ms. Garibay and other aggrieved employees were performing their assigned duties off-the-clock before and after their shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Ms. Garibay and other aggrieved employees worked shifts of eight (8) hours a day or more, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay.

Moreover, GARFF did not pay Ms. Garibay and other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, GARFF paid Ms. Garibay and other aggrieved employees incentive pay, nondiscretionary bonuses, commissions, and/or other forms of remuneration. However, in violation of the California Labor Code, on information and belief, GARFF failed to incorporate all compensation, including incentive pay, nondiscretionary bonuses, commissions, and/or other forms of remuneration, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when Ms. Garibay and other aggrieved employees worked overtime and received these other forms of pay, GARFF failed to pay all overtime wages by paying a lower overtime rate than required.

For example, GARFF paid Ms. Garibay and other aggrieved employees incentive pay, nondiscretionary bonuses, and/or commissions which were listed on Ms. Garibay's and other aggrieved employees' wage statements as "Commission," "Bonus," "Year End Bonus," and/or "Guarantee." During pay periods that Ms. Garibay and other aggrieved employees were paid overtime wages, GARFF did not incorporate these payments into Ms. Garibay's and other aggrieved employees' regular rate of pay and, as a result, paid them at incorrect and lower rates of pay for overtime hours worked. Specifically, GARFF paid Ms. Garibay and other aggrieved employees 1.5 times their hourly rate of pay instead of 1.5 times their regular rate of pay. GARFF's failure to properly calculate the overtime rates of pay based on all remuneration paid has resulted in an underpayment of overtime wages to other aggrieved employees on a company-wide basis.

GARFF's failure to pay Ms. Garibay and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Ms. Garibay and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 7-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code Regs. tit. 8, § 11070(2)(G) (defining "Hours Worked").

As stated, during the relevant time period, due to GARFF's restrictions on overtime accrual, GARFF systematically failed to pay Ms. Garibay and other aggrieved employees for actual hours worked, because these hours were not accurately recorded. Ms. Garibay and other aggrieved employees were required to perform work off-the-clock before and after their shifts and on days off, such as: attending to customers and taking phone calls from sales leads prior to clocking in, completing mandatory trainings and obtaining certifications at home, and/or inspecting vehicles to ensure they were locked before leaving for the day. Thus, GARFF failed to track this time Ms. Garibay and other aggrieved employees spent working off-the-clock, and Ms. Garibay and other aggrieved employees received no compensation for this time.

Additionally, as set forth above, due to GARFF's policies and/or practices of understaffing its locations, assignment of heavy workloads, failure to schedule meal periods, and subsequent lack of meal period coverage, Ms. Garibay and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock during meal periods. In addition, as stated, in order to prevent employees from accruing meal period penalties, upon information and belief, GARFF's management pressured employees to clock out for meal periods and/or adjusted employee time records to reflect compliant meal periods, but required them to continue working, time for which they were not paid.

Thus, GARFF did not pay minimum wages for all hours worked by Ms. Garibay and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, GARFF did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, GARFF regularly failed to pay at least minimum wages to Ms. Garibay and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Ms. Garibay and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

As stated above, GARFF had, and continues to have, a company-wide policy and/or practice of understaffing its locations, which, combined with the practice of assigning heavy workloads, discouraging employees from incurring overtime, and failing to schedule meal periods, resulted in a lack of meal period coverage and prevented Ms. Garibay and other aggrieved employees from taking all timely meal periods to which they were entitled. As a result, Ms. Garibay and other aggrieved employees were forced to work in excess of five (5) hours before taking a meal period, had their meal periods interrupted, and/or had to forgo their meal periods altogether. For example, as stated, Ms. Garibay missed her meal periods and had them interrupted, due to the lack of coverage available, heavy workload, and in order to meet GARFF's productivity expectations and sales metrics. As a further example, Ms. Garibay sometimes could not take her meal periods until more than five (5) hours into her shifts, due to the heavy workload and lack of coverage.

Moreover, as stated, because GARFF frowned upon employees accruing meal period penalties, GARFF's management pressured Ms. Garibay and other aggrieved employees to clock out for meal periods to reflect compliant meal periods and/or adjusted employee time records, regardless of whether they had received a compliant meal period or not, in order to strictly limit meal penalties that would need to be paid by GARFF. For example, on at least a few occasions, Ms. Garibay was required to clock out for her meal periods to record that she had received compliant meal periods on shifts when she had not, in fact, received these timely meal periods.

Additionally, GARFF did not provide Ms. Garibay and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. Ms. Garibay and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

At all times mentioned herein, GARFF knew or should have known that as a result of its policies, Ms. Garibay and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. GARFF further knew or should have known that it did not pay Ms. Garibay and other aggrieved employees meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

Furthermore, GARFF engaged in a company-wide practice and/or policy of not paying meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Ms. Garibay and other aggrieved employees have not received premium pay for missed, late, and interrupted meal periods. Alternatively, to the extent that GARFF did pay Ms. Garibay and other aggrieved employees for missed, late, and interrupted meal periods, GARFF did not pay Ms. Garibay and other aggrieved employees at the correct rate of pay for premiums because GARFF systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, commissions, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, GARFF failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Ms. Garibay and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

During the relevant time period, GARFF regularly failed to authorize and permit Ms. Garibay and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, GARFF's policies and/or practices of understaffing and assigning heavy workloads prevented Ms. Garibay and other aggrieved employees from being relieved of all duty to take their rest periods. GARFF also failed to schedule rest periods, which further led to Ms. Garibay and other aggrieved employees not being authorized and permitted to take compliant rest periods.

Furthermore, on information and belief, GARFF maintained a company-wide on-premises rest period policy, which effectively required that Ms. Garibay and other aggrieved employees remain on GARFF's premises during their rest periods. Because Ms. Garibay and other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely

for their own purposes, such as running personal errands. Thus, GARFF effectively maintained control over Ms. Garibay and other aggrieved employees during rest periods.

As a result of GARFF's practices and policies, Ms. Garibay and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, Ms. Garibay had to forego some of her rest periods because of GARFF's assignment of heavy workloads and lack of coverage. When Ms. Garibay was able to take her rest periods, they were often interrupted in order to keep up with GARFF's customer service and productivity expectations.

GARFF also has engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized or permitted. Because of this practice and/or policy, Ms. Garibay and other aggrieved employees have not received premium pay for missed rest periods. Alternatively, to the extent that GARFF did pay Ms. Garibay and other aggrieved employees one (1) additional hour of premium pay for missed rest periods, GARFF did not pay Ms. Garibay and other aggrieved employees at the correct rate of pay for premiums because GARFF failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, commissions, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, GARFF failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Garibay and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. GARFF has not provided Ms. Garibay and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, GARFF has knowingly and intentionally provided Ms. Garibay and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, GARFF issued uniform wage statements to Ms. Garibay and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, meal and rest period premiums, and/or paid sick leave, and the corresponding number of hours worked at each hourly rate. Specifically, GARFF violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

First, because GARFF did not record the time Ms. Garibay and other aggrieved employees spent working off-the-clock and deducted time from their records for meal periods that were missed and/or interrupted (and therefore time for which they should have been paid), GARFF did not list the correct amount of gross wages and net wages earned by Ms. Garibay and other aggrieved employees, in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, GARFF failed to accurately

list the total number of the hours worked by Ms. Garibay and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

Second, because GARFF did not calculate Ms. Garibay's and other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages, meal and rest period premiums, and/or paid sick leave, GARFF did not list the correct amount of gross wages in compliance with section 226(a)(1) and did not list the correct amount of net wages in violation of section 226(a)(5). GARFF also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct rates of pay for overtime wages, meal and rest period premiums, and/or paid sick leave, in violation of section 226(a)(9).

The wage statement deficiencies also include, without limitation, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list 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; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that "[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors" and "[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments" Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), GARFF willfully failed to maintain accurate payroll records for Ms. Garibay and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that "[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, GARFF engaged in company-wide practices and/or policies of failing to record actual hours worked (including falsifying time records by recording that compliant meal periods were taken regardless if or when meal periods were actually taken), and thereby failed to keep accurate records of work period and meal period start and end times for Ms. Garibay and other aggrieved employees in violation of section 1198. Furthermore, in light of GARFF's failure to provide Ms. Garibay and other aggrieved employees with second 30-minute meal periods to which they were entitled, GARFF kept no records of meal start and end times for second meal periods.

Because GARFF failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Garibay and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Ms. Garibay and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Ms. Garibay and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, GARFF failed to pay Ms. Garibay and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or sick leave pay, within any time period specified by California Labor Code section 204.

Ms. Garibay and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours 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.

GARFF willfully failed to pay Ms. Garibay and other aggrieved employees who are no longer employed by GARFF all their earned wages, including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or sick leave pay, either at the time of discharge, or within seventy-two (72) hours of their leaving GARFF's employ.

Ms. Garibay and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 246 and 248.6 – Failure to Properly Calculate Paid Sick Leave and Failure to Provide Written Notice of Paid Sick Leave

At all relevant times herein, California Labor Code sections 245.5, 246, 246.5, 247, 247.5, 248.5, and 249 provide employees who have worked in California for 30 or more days from the commencement of employment with paid sick days, to be accrued at least one hour for every 30 hours worked. Labor Code section 246(i) provides that an employer must provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off that an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement or in a separate written statement provided on the

designated pay date with the employee's wages. Further, Labor Code section 246(l) provides that an employer shall calculate paid sick leave by using one of two calculations: 1) "[p]aid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek[;]" or 2) "[p]aid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment."

At all relevant times herein, California Labor Code section 248.6 provides covered employees with COVID-19 supplemental paid sick leave. Labor Code section 248.6(d) provides that COVID-19 supplemental paid sick leave shall be set forth separately from paid sick days and that an "employer shall provide an employee with written notice that sets forth the amount of COVID-19 supplemental paid sick leave that the employee has used through the pay period in which it was due to be paid on either the employee's itemized wage statement . . . or in a separate written statement provided on the designated pay date with the employee's payment of wages. The employer shall list zero hours used if a worker has not used any COVID-19 supplemental paid sick leave." Further, Labor Code section 248.6(b)(3)(A), provides that each hour of COVID-19 supplemental paid sick leave shall be compensated at a rate equal to the following: 1) "[c]alculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek[;]" or 2) "[c]alculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total nonovertime hours worked in the full pay periods occurring within the prior 90 days of employment; provided that, for nonexempt employees paid by piece rate, commission or other method that uses all hours to determine the regular rate of pay, total wages, not including overtime premium pay, shall be divided by all hours, to determine the correct amount of COVID-19 supplemental paid sick leave under this subdivision."

During the relevant time period, GARFF did not pay Ms. Garibay and other aggrieved employees the correct sick leave rates of pay. As stated, in addition to an hourly wage, GARFF paid Ms. Garibay and other aggrieved employees incentive pay, nondiscretionary bonuses, commissions, and/or other forms of remuneration. However, in violation of the California Labor Code, GARFF failed to incorporate all remunerations, including incentive pay, nondiscretionary bonuses, and/or commissions, into the calculation of the regular rate of pay for purposes of calculating the sick leave pay rate. Therefore, during times when Ms. Garibay and other aggrieved employees took sick leave and received these other forms of pay, GARFF failed to pay all sick leave benefits by paying a lower sick leave rate than required. Specifically, GARFF paid Ms. Garibay and other aggrieved employees based on their hourly rate of pay instead of their regular rate of pay. GARFF's failure to properly calculate the sick leave rates of pay based on all remuneration paid has resulted in an underpayment of sick leave benefits to Ms. Garibay and other aggrieved employees on a company-wide basis in violation of Labor Code sections 246(l) and 248.6(b)(3)(A).

Moreover, during the relevant time period, GARFF failed, on a company-wide basis, to provide Ms. Garibay and other aggrieved employees with written notice on wage statements and/or other separate written statements that listed the amount of COVID-19 supplemental paid sick leave used by them. GARFF's systematic failure to provide written notice of COVID-19 supplemental paid sick leave benefits to Ms. Garibay and other aggrieved employees violates Labor Code section 248.6(d).

Ms. Garibay and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 248.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 7-2001, provides that: “[w]hen 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.”

During the relevant time period, GARFF required Ms. Garibay and other aggrieved employees to purchase supplies and equipment necessary for the performance of their duties, but failed to reimburse them for their out-of-pocket costs. For example, Ms. Garibay spent approximately \$20 per month on office supplies such as pencils, pens and paper, because GARFF failed to provide her with the necessary supplies which were required for him to complete her assigned duties. Although GARFF required Ms. Garibay and other aggrieved employees to purchase supplies and equipment to carry out their work-related responsibilities, GARFF failed to reimburse them for their out-of-pocket costs.

Also, during the relevant time period, GARFF had a company-wide policy of requiring Ms. Garibay and other aggrieved employees to utilize their own personal mobile devices, including cellular phones, and/or mobile data to carry out their job duties, but GARFF failed to fully reimburse them for the costs of their work-related mobile device expenses. For example, Ms. Garibay and other aggrieved employees were required to use their mobile data to download and utilize mobile applications for contacting and tracking sales leads. Although GARFF required Ms. Garibay and other aggrieved employees to utilize their personal mobile devices and/or mobile data to carry out their work-related responsibilities, GARFF failed to fully reimburse them for this cost.

GARFF could have provided Ms. Garibay and other aggrieved employees with the actual equipment for use on the job, such as office supplies and company mobile devices, or, GARFF could have reimbursed employees for the costs of their supply and equipment expenses and mobile device usage. Instead, GARFF passed these operating costs off onto Ms. Garibay and other aggrieved employees. At all relevant times, Ms. Garibay did not earn at least two (2) times the minimum wage.

Thus, GARFF had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Ms. Garibay and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code section 2699(a), (f)-(g).

Violation of California Labor Code § 2810.5(a)(1)(A)-(C) – Failure to Provide Notice of Material Terms of Employment

California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015,

an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

At all relevant times, on information and belief, GARFF failed, on a company-wide basis, to provide written notice to Ms. Garibay and other aggrieved employees that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). GARFF's failure to provide Ms. Garibay and other aggrieved employees with written notice of basic information regarding their employment with GARFF is in violation of Labor Code section 2810.5.

Ms. Garibay and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid" Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." GARFF, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Garibay's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Ms. Garibay seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Ms. Garibay, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for herself, all other aggrieved employees, and the State of California against GARFF for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 248.6, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

Therefore, on behalf of all aggrieved employees, Ms. Garibay seeks all applicable penalties related to these violations of the California Labor Code pursuant to PAGA.

Pre-Litigation Demand

This notice shall further serve as Ms. Garibay's reasonable attempt to settle her dispute with GARFF prior to litigation. Pursuant to *Graham v. Daimler Chrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to inform GARFF of Ms. Garibay's aforementioned grievances and the proposed remedies as detailed below, while affording GARFF a reasonable opportunity to satisfy Ms. Garibay's demands.

Demand is hereby made that GARFF shall, within 30 calendar days of this notice, agree, in writing to the following corrective actions:

1. GARFF shall pay Ms. Garibay and all other aggrieved employees employed by GARFF at any time during the past three years from the date of this notice unpaid wages and compensation for the above-referenced violations.

2. GARFF shall comply with all California labor laws and ensure that its non-exempt employees are paid overtime wages and minimum wages for all hours worked and provided lawful meal and rest periods.
3. GARFF shall conduct a survey or interview all current and former aggrieved employees in California who worked for GARFF in the past three years to obtain information from them regarding the above-referenced violations, including, but not limited to: the number of meal periods which were not provided; the number of rest periods which were not authorized and permitted, and the number of employees who were required to pay for supply and equipment expenses, mobile device expenses, or other expenditures in the discharge of their duties, with the investigation to be completed within 60 days.
4. GARFF shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not provided one or more meal periods, as required by Labor Code sections 226.7, 512(a), 516, and 1198. GARFF also shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not authorized and permitted one or more rest periods, as required by Labor Code sections 226.7, 516, and 1198.
5. GARFF shall reimburse those aggrieved employees who were required to pay for any business expenses incurred for GARFF's benefit, including, but not limited to, costs of supply and equipment expenses, mobile device usage, or other expenditures, as required by Labor Code section 2802.
6. GARFF shall pay accrued legal interest to Ms. Garibay and all aggrieved employees at the rate of 10% per annum for said unpaid wages.
7. GARFF shall provide Ms. Garibay and all aggrieved employees employed by GARFF at any time during the past three years from the date of this notice corrected wage statements that include the requisite information set forth in Labor Code section 226(a).
8. GARFF shall properly calculate aggrieved employees' rates of pay for overtime, meal and rest period premiums, and paid sick leave based on all remuneration paid, pursuant to Labor Code Sections 226.7, 510, 246(l), and 248.6(b)(3)(A).
9. GARFF shall provide all aggrieved employees written notice of basic information regarding their employment that includes the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C).
10. GARFF shall pay waiting time penalties, equal to 30 days of pay, to each former aggrieved employee who was not paid all wages due as described herein.
11. GARFF shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code sections 2698, *et seq.*, including, but not limited to, penalties under Labor Code sections 210, 226.3, 248.5, 256, 558, 1174.5, 1197.1, and 2699, and Wage Order No. 7-2001, section 20.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Alexander Lima
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,

A handwritten signature in black ink, appearing to read 'Alexander Lima', with a stylized flourish extending to the right.

Alexander Lima

Copy: GL LBH, LLC (via U.S. Certified Mail); GL HOD, LLC (via U.S. Certified Mail); GL CCH, LLC (via U.S. Certified Mail); GL CCT, LLC (via U.S. Certified Mail); GL HMH, LLC (via U.S. Certified Mail); GL LBT, LLC (via U.S. Certified Mail); GL TOD, LLC (via U.S. Certified Mail); KEN GARFF AUTOMOTIVE, LLC (via U.S. Certified Mail); STADIUM NISSAN, LLC (via U.S. Certified Mail)

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2264 6260

GL LBH, LLC
111 E. BROADWAY, SUITE 900
SALT LAKE CITY, UT 84111

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

GL LBH, LLC
111 E. BROADWAY, SUITE 900
SALT LAKE CITY, UT 84111



9590 9402 7690 2122 7217 51

Transfer from service label

7022 2410 0000 2264 6260

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☐ Agent ☒ Addressee
- B. Received by (Printed Name) ☐ Date of Delivery

- D. Is delivery address different from item 1? ☐ Yes ☒ No
If YES, enter delivery address below:

3. Service Type
- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☒ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Collect on Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery Restricted Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Insured Mail | |
| ☐ Mail Restricted Delivery | |

Domestic Return Receipt

7022 2410 0000 2264 6260

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

Signature Fee

Insurance Fee

Postage

Other Fees

Total

Payment

Amount

Date

Signature

Print Name

Address

City

State

Zip

Country

Phone

Fax

E-mail

Web

Mobile

Other

Comments

Remarks

Notes

Instructions

Additional Information

Special Handling

Other

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Other

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Remarks

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Instructions

Additional Information

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2264 6284

GL HOD, LLC
111 E BROADWAY, SUITE 900
SALT LAKE CITY, UT 84111-5235

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

GL HOD, LLC
111 E BROADWAY, SUITE 900
SALT LAKE CITY, UT 84111-5235



9590 9402 7690 2122 7216 76

2. *(Transfer from service label)*

7022 2410 0000 2264 6284

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

1. Is delivery address different from item 17?
If YES, enter delivery address below: ☐ Yes ☐ No

Service Type

- | | |
|--|---|
| ☐ Adult Signature Restricted Delivery | ☐ Priority Mail Express® |
| ☐ Certified Mail® | ☐ Registered Mail™ |
| ☐ Certified Mail Restricted Delivery | ☐ Registered Mail Restricted Delivery |
| ☐ Collect on Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery Restricted Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery | |

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee

1. ☒ Certified Mail® (Required for all items sent by Certified Mail)
☐ Return Receipt (Domestic)
☐ Signature Confirmation (Domestic)

60213249
611314

GL HOD, LLC
111 E BROADWAY, SUITE 900
SALT LAKE CITY, UT 84111-5235

7022 2410 0000 2264 6284

Capstone Law, APC
1875 Century Park East, 1000
Los Angeles, CA 90067



7022 2410 0000 2264 6291

CERTIFIED MAIL

U.S. Postal Service[™]
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee

PS Form 3800, April 2015 PSN 7530-02-000-9033

Signature of Addressee
GARY BRYAN V.
GARY BRYAN

GL CCH, LLC
111 E BROADWAY, SUITE 900
SALT LAKE CITY, UT 84111

PS Form 3800, April 2015 PSN 7530-02-000-9033

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse on that side and return the card to you.

GL CCH, LLC
111 E BROADWAY, SUITE 900
SALT LAKE CITY, UT 84111



9590 9402 7690 2122 7217 37

2. Article Number (Transfer from service label)

7022 2410 0000 2264 6291

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
if YES, enter delivery address below: ☐ No

4. Service Type

- ☐ Adult Signature Restricted Delivery
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Mail Restricted Delivery
- ☐ Priority Mail Express
- ☐ Registered Mail
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9033

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2264 6307

CERTIFIED MAIL

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee

6421929 v.

GL 6814

Postmark

Extra Services & Fees (check box, add fee if applicable)
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Return Receipt (hardcopy) \$

GL CCT, LLC
111 E BROADWAY, SUITE 900
SALT LAKE CITY, UT 84111

7022 2410 0000 2264 6307

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

GL CCT, LLC
111 E BROADWAY, SUITE 900
SALT LAKE CITY, UT 84111

9590 9402 7690 2122 7217 13



COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

R. Received By (Printed Name)

☐ Agent
☐ Addressee

C. Date of Delivery

2. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

7022 2410 0000 2264 6307

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067

7022 2410 0000 2264 6314



CERTIFIED MAIL

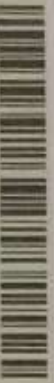
GL HMM, LLC
11041 SEPULVEDA BLVD.
MISSION HILLS, CA 91345

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

GL HMM, LLC
11041 SEPULVEDA BLVD.
MISSION HILLS, CA 91345

9590 9402 7690 2122 7217 20



2. Article Number (Transfer from service label)

7022 2410 0000 2264 6314

PS Form 3811, July 2020 PSN 7550-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? If YES, enter delivery address below:

☐ Yes
☐ No

3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☒ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Collect on Delivery Restricted Delivery | |
| ☐ Insured Mail | |
| ☐ Restricted Delivery | |

Domestic Return Receipt

7022 2410 0000 2264 6314

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

OFFICIAL USE

For delivery information, visit our website at www.usps.com.
Certified Mail Fee
\$
Postage & Fees (Printed Name, and fee as appropriate)
\$
Postage & Fees (Printed Name)
\$

Carla Bay
GL LDI

GL HMM, LLC
11041 SEPULVEDA BLVD.
MISSION HILLS, CA 91345

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2264 6321

GL HMH, LLC
111 E BROADWAY, SUITE 900
SALT LAKE CITY, UT 84111

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

GL HMH, LLC
111 E BROADWAY, SUITE 900
SALT LAKE CITY, UT 84111

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

Received by (Printed Name)

C. Date of Delivery

Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

9590 9402 7690 2122 7217 44



2. Article Number (Transfer from service label)

7022 2410 0000 2264 6321

Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

7022 2410 0000 2264 6321

U.S. Postal Service®
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

OFFICIAL USE

For delivery information, visit our website at www.usps.com

Official Use Only

6472 1131 15 11

GL LBI1

Postmark

GL HMH, LLC
111 E BROADWAY, SUITE 900
SALT LAKE CITY, UT 84111

City State ZIP+4®

PS Form 3811, July 2020 PSN 7530-02-000-9053 See Reverse for Instructions

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2264 6338

CERTIFIED MAIL

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

OFFICIAL USE

For delivery information, visit our website at www.usps.com.

Certified Mail Fee

Extra Services & Fees (Print box, add fee as appropriate)

Return Receipt (hardcopy) ☒ ☐ Return Receipt (electronic) ☐

Postmark

GL 614

GL LBT, LLC
3399 E WILLOW STREET
LONG BEACH, CA 90806

7022 2410 0000 2264 6338

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse

GL LBT, LLC
3399 E WILLOW STREET
LONG BEACH, CA 90806

9590 9402 7680 2122 7217 68



7022 2410 0000 2264 6338

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Received by (Printed Name)

C. Date of Delivery

Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Mail
- ☐ Mail Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2264 6222

CERTIFIED MAIL

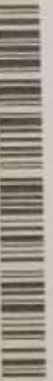
GL LBT, LLC
III E BROADWAY, SUITE 900
SALT LAKE CITY, UT 84111

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

GL LBT, LLC
III E BROADWAY, SUITE 900
SALT LAKE CITY, UT 84111

9590 9402 7690 2122 7216 83



2. Article Number (Transfer from service label)

7022 2410 0000 2264 6222

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ X

Received by (Printed Name)

C. Date of Delivery

☐ Agent

☐ Addressee

Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt

7022 2410 0000 2264 6222

U.S. Postal Service®
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

OFFICIAL USE

Certified Mail Fee

6422.00 V.

Signature of Addressee or Agent

GL LBT

Signature of Sender

GL LBT

GL LBT, LLC
III E BROADWAY, SUITE 900
SALT LAKE CITY, UT 84111

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2264 6239

CERTIFIED MAIL

GL TOD, LLC
111 E BROADWAY, SUITE 900
SALT LAKE CITY, UT 84111-5235

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the mail to you.

GL TOD, LLC
111 E BROADWAY, SUITE 900
SALT LAKE CITY, UT 84111-5235

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

1. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

4. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Mail
- ☐ Mail Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery



9590 9402 7690 2122 7217 06

7022 2410 0000 2264 6239

7022 2410 0000 2264 6239

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee

GLT 1844 V.

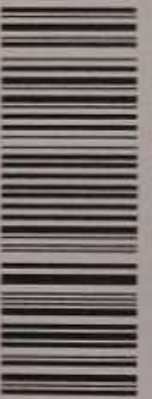
GL L34

- ☒ Return Receipt (hardcopy)
- ☐ Return Receipt (electronic)
- ☐ Certified Mail Restricted Delivery

GL TOD, LLC
111 E BROADWAY, SUITE 900
SALT LAKE CITY, UT 84111-5235

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067

7022 2410 0000 2264 6246

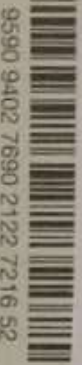


KEN GARFF AUTOMOTIVE, LLC
III E BROADWAY, SUITE 900
SALT LAKE CITY, UT 84111

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

KEN GARFF AUTOMOTIVE, LLC
III E BROADWAY, SUITE 900
SALT LAKE CITY, UT 84111



9590 9402 7690 2122 7216 52

2. Article Number (Transfer from service label)

7022 2410 0000 2264 6246

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

3. Received by (Printed Name)

C. Date of Delivery

2. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee

648113450
648113450

1. This form is to be used to certify the receipt of a mail piece by the addressee.

Signature (Printed Name)

Signature

KEN GARFF AUTOMOTIVE, LLC
III E BROADWAY, SUITE 900
SALT LAKE CITY, UT 84111

7022 2410 0000 2264 6246

CERTIFIED MAIL

6253 2264 0000 0742 2202

STADIUM NISSAN, LLC
1140 W. KATELLA AVE.
ORANGE, CA 92867

SENDER COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

STADIUM NISSAN, LLC
1140 W. KATELLA AVE
ORANGE, CA 92667

COMPUTE THE SELECTION ON DELIVERY

A. Bignardi

X

Facilitated by *Phyllis Hartnett*

C. Date of Delivery

Is delivery address different from item 7? ☐ Yes
If YES, enter delivery address below: ☐ No

□□
□□

12. **Overline Type**

- | | |
|--|---|
| ☐ Add Signature | ☐ Signature Mail™ |
| ☐ Add Signature Restricted Delivery | ☐ Registered Mail Restricted Delivery |
| ☒ Certified Mail | ☐ Signature Confirmation™ |
| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation™ Signature Delivery |
| ☐ Collect on Delivery | |
| ☐ Collect on Delivery Restricted Delivery | |

9590 9402 7690 2122 7216 90

7022 2410 0000 2264 6253

THE UNIVERSITY OF CHICAGO

FD-302a (Rev. 11-29-90)

Domestic Flamm Patches

7022 2410 0000 2264 6253

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.steps.com

OFFICIAL USE

GAZ10A7
GLUBIT

STADIUM NISSAN, LLC
1140 W. KATELLA AVE
ORANGE, CA 92867

THE JOURNAL OF THE

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2264 6277

STADIUM NISSAN, LLC
III E. BROADWAY, SUITE 900
SALT LAKE CITY, UT 84111

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

STADIUM NISSAN, LLC
III E. BROADWAY, SUITE 900
SALT LAKE CITY, UT 84111

9590 9402 7690 2122 7216 69



2. Article Number (Transfer from service label)

7022 2410 0000 2264 6277

PS Form 3811, July 2020 PSN 7530-02-000-9033

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

3. Received by (Printed Name)

C. Date of Delivery

2. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery
- ☐ Priority Mail Express
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

7022 2410 0000 2264 6277

U.S. Postal Service®
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

OFFICIAL USE

For delivery information, visit our website at www.usps.com

Extra Services & Fees (attach and fee in separate box)

Insurance (if required)	\$	
Signature Confirmation (if required)	\$	
Registered Mail (if required)	\$	
Priority Mail (if required)	\$	
Signature Confirmation Restricted Delivery (if required)	\$	

STADIUM NISSAN, LLC
III E. BROADWAY, SUITE 900
SALT LAKE CITY, UT 84111

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

GL HMH, LLC
11041 SEPULVEDA BLVD.
MISSION HILLS, CA 91345



9590 9402 7690 2122 7217 20

2. Article Number (Transfer from service label)

7022 2410 0000 2264 6314

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X10. Fernholz

☐ Agent

☐ Addressee

B. Received by (Printed Name)

D. Fernholz

C. Date of Delivery

D. Is delivery address different from Item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

all Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you

GL CCH, LLC
111 E BROADWAY, SUITE 900
SALT LAKE CITY, UT 84111



9590 9402 7690 2122 7217 37

2. Article Number (Transfer from service label)

7022 2410 0000 2264 6291

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Tina Berger*☒ Agent☐ Addressee

B. Received by (Printed Name)

Tina Berger

C. Date of Delivery

*10/19/23*D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Mail
Restricted Delivery
(00)

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you.		A. Signature ☒ <i>Tina Bourgen</i> ☐ Agent ☐ Addressee B. Received by (Printed Name) <i>Tina Bourgen</i> C. Date of Delivery <i>10/19/23</i> D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
KEN GARFF AUTOMOTIVE, LLC 111 E BROADWAY, SUITE 900 SALT LAKE CITY, UT 84111		Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
9590 9402 7690 2122 7216 52 2. Article Number (Transfer from service label) 7022 2410 0000 2264 6246		Restricted Delivery PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you.		A. Signature ☒ <i>Tina Bourgen</i> ☐ Agent ☐ Addressee B. Received by (Printed Name) <i>Tina Bourgen</i> C. Date of Delivery <i>10/19/23</i> D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
GL HOD, LLC 111 E BROADWAY, SUITE 900 SALT LAKE CITY, UT 84111-5235		Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
9590 9402 7690 2122 7216 76 2. Article Number (Transfer from service label) 7022 2410 0000 2264 6284		Restricted Delivery PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you.		A. Signature ☒ <i>Tina Bourgen</i> ☐ Agent ☐ Addressee B. Received by (Printed Name) <i>Tina Bourgen</i> C. Date of Delivery <i>10/19/23</i> D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
GL TOD, LLC 111 E BROADWAY, SUITE 900 SALT LAKE CITY, UT 84111-5235		Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
9590 9402 7690 2122 7217 06 2. Article Number (Transfer from service label) 7022 2410 0000 2264 6239		Restricted Delivery PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you.		A. Signature ☒ <i>Tina Bourgen</i> ☐ Agent ☐ Addressee B. Received by (Printed Name) <i>Tina Bourgen</i> C. Date of Delivery <i>10/19/23</i> D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
GL LBT, LLC 111 E BROADWAY, SUITE 900 SALT LAKE CITY, UT 84111		Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
9590 9402 7690 2122 7216 83 2. Article Number (Transfer from service label) 7022 2410 0000 2264 6222		Restricted Delivery PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you.		A. Signature ☒ <i>Tina Bourgen</i> ☐ Agent ☐ Addressee B. Received by (Printed Name) <i>Tina Bourgen</i> C. Date of Delivery <i>10/19/23</i> D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
STADIUM NISSAN, LLC 111 E. BROADWAY, SUITE 900 SALT LAKE CITY, UT 84111		Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
9590 9402 7690 2122 7216 69 2. Article Number (Transfer from service label) 7022 2410 0000 2264 6277		Restricted Delivery PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you.		A. Signature ☒ <i>Tina Bourgen</i> ☐ Agent ☐ Addressee B. Received by (Printed Name) <i>Tina Bourgen</i> C. Date of Delivery <i>10/19/23</i> D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
GL HMH, LLC 111 E BROADWAY, SUITE 900 SALT LAKE CITY, UT 84111		Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
9590 9402 7690 2122 7217 44 2. Article Number (Transfer from service label) 7022 2410 0000 2264 6321		Restricted Delivery PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you.		A. Signature ☒ <i>Tina Bourgen</i> ☐ Agent ☐ Addressee B. Received by (Printed Name) <i>Tina Bourgen</i> C. Date of Delivery <i>10/19/23</i> D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
GL CCT, LLC 111 E BROADWAY, SUITE 900 SALT LAKE CITY, UT 84111		Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
9590 9402 7690 2122 7217 13 2. Article Number (Transfer from service label) 7022 2410 0000 2264 6307		Restricted Delivery PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt	