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Superior Court of California
County of Sonoma
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SONOMA

JEANETTE MEDRANO, 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.

HANSEL - PRESTIGE, INC., a
California corporation; HANSEL
FORD, INC., a California
corporation; HANSEL
ENTERPRISES, INC., a California
corporation; HENRY C. HANSEL,
INC., a California corporation;
HANSEL DEALERSHIPS, INC., a
California corporation; HANSEL
LEASING, INC., a California
corporation; HANSEL MOTORS,
INC., a California corporation; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: 24CV07042

**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 Jeanette Medrano, 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 September 16, 2024, 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 filed Statement of
3 Information forms with the California Secretary of State designating a principal place of
4 business in Petaluma, County of Sonoma, in accordance with California Corporations Code
5 section 2105(a)(3). Cal. Code Civ. P. § 395.5. Venue is also proper in this Court because
6 Defendants employ persons in this county, and employed Plaintiff in this county, and thus a
7 substantial portion of the transactions and occurrences related to this action occurred in this
8 county.

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

13 **THE PARTIES**

14 6. Plaintiff Jeanette Medrano is a resident of Santa Rosa, in Sonoma County,
15 California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from
16 approximately January 2024 to July 2024. Plaintiff worked for Defendants as an
17 Administrative Services Coordinator at their car dealership location at 2925 Coby Avenue,
18 Santa Rosa, California 95407. During her employment, Plaintiff typically worked eight (8) or
19 more hours per day and five (5) days per week. At the time her employment ended, Plaintiff
20 was compensated approximately \$20.00 per hour. Her job duties included, without limitation,
21 scheduling service appointments, answering customer phone calls, and quoting service prices
22 for customers.

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

1 several documents presented to new employees for signature during the orientation process,
2 including the At Will Employment Policy, Confidentiality Agreement, Privacy Policy and
3 Safeguarding Agreement, Policy on Driver's License and Driving Records, Policy on Safe
4 Driving, Participation in Voluntary Activities other than Job Duties, New Employee Safety
5 Training Packet, and Privacy and Workplace Search Policy, among other documents. Also,
6 employees did not have a meaningful opportunity to negotiate the terms of the Arbitration
7 Agreement. Rather, it was provided to Defendants' employees for them to sign on a take-it or
8 leave-it basis at the time they were hired, along with all of the other on-boarding documents.
9 Further, Defendants did not set forth in the Arbitration Agreement or otherwise provide
10 employees with the rules which will govern the arbitration, instead forcing employees to seek
11 this information out on their own.

12 8. HANSEL - PRESTIGE, INC. was and is, upon information and belief, a
13 California corporation, and at all times hereinafter mentioned, an employer whose employees
14 are engaged throughout this county and the State of California.

15 9. HANSEL FORD, INC. was and is, upon information and belief, a California
16 corporation, and at all times hereinafter mentioned, an employer whose employees are
17 engaged throughout this county and the State of California.

18 10. HANSEL ENTERPRISES, INC. was and is, upon information and belief, a
19 California corporation, and at all times hereinafter mentioned, an employer whose employees
20 are engaged throughout this county and the State of California.

21 11. HENRY C. HANSEL, INC. was and is, upon information and belief, a
22 California corporation, and at all times hereinafter mentioned, an employer whose employees
23 are engaged throughout this county and the State of California.

24 12. HANSEL DEALERSHIPS, INC. was and is, upon information and belief, a
25 California corporation, and at all times hereinafter mentioned, an employer whose employees
26 are engaged throughout this county and the State of California.

27 13. HANSEL LEASING, INC. was and is, upon information and belief, a
28 California corporation, and at all times hereinafter mentioned, an employer whose employees

are engaged throughout this county and the State of California.

14. HANSEL MOTORS, INC. was and is, upon information and belief, a California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

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

16. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10 were the partners, agents, owners, or managers of HANSEL - PRESTIGE, INC.; HANSEL FORD, INC.; HANSEL ENTERPRISES, INC.; HENRY C. HANSEL, INC.; HANSEL DEALERSHIPS, INC.; HANSEL LEASING, INC.; and HANSEL MOTORS, INC. at all relevant times.

17. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein was performed by, or is attributable to, HANSEL - PRESTIGE, INC.; HANSEL FORD, INC.; HANSEL ENTERPRISES, INC.; HENRY C. HANSEL, INC.; HANSEL DEALERSHIPS, INC.; HANSEL LEASING, INC.; and HANSEL MOTORS, INC.; and/or DOES 1 through 10 (collectively, "Defendants" or "HANSEL"), each acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants and was acting within the course and scope of such agency, employment, joint venture, or concerted activity with legal authority to act on the others' behalf. The acts of any and all Defendants were in accordance with, and represent, the official policy of Defendants.

18. At all relevant times, Defendants, and each of them, ratified each and every act or omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

19. Plaintiff is informed and believes, and thereon alleges, that each of said

Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

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

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

- (a) jointly exercised meaningful control over the work performed by Plaintiff and other non-party Aggrieved Employees;
- (b) jointly exercised meaningful control over Plaintiff’s and other non-party Aggrieved Employees’ wages, hours, and working conditions, including the quantity, quality standards, speed, scheduling, and operative details of the tasks performed by Plaintiff and other non-party Aggrieved Employees;
- (c) jointly required that Plaintiff and other non-party Aggrieved Employees perform work which is an integral part of Defendants’ businesses; and
- (d) jointly exercised control over Plaintiff and other non-party Aggrieved Employees as a matter of economic reality in that Plaintiff and other non-party Aggrieved Employees were dependent on Defendants, who

1 shared the power to set the wages of Plaintiff and other non-party
2 Aggrieved Employees and determined their working conditions, and
3 who jointly reaped the benefits from the underpayment of their wages
4 and noncompliance with other statutory provisions governing their
5 employment.

6 22. Plaintiff is informed and believes, and thereon alleges, that at all relevant times
7 there has existed a unity of interest and ownership between Defendants such that any
8 individuality and separateness between the entities has ceased.

9 23. HANSEL - PRESTIGE, INC.; HANSEL FORD, INC.; HANSEL
10 ENTERPRISES, INC.; HENRY C. HANSEL, INC.; HANSEL DEALERSHIPS, INC.;
11 HANSEL LEASING, INC.; and HANSEL MOTORS, INC.; and/or DOES 1 through 10 are
12 therefore alter egos of each other.

13 24. Adherence to the fiction of the separate existence of Defendants would permit
14 an abuse of the corporate privilege, and would promote injustice by protecting Defendants
15 from liability for the wrongful acts committed by them under the name HANSEL.

16 25. Plaintiff further alleges, upon information and belief, that the Defendants
17 HANSEL - PRESTIGE, INC.; HANSEL FORD, INC.; HANSEL ENTERPRISES, INC.;
18 HENRY C. HANSEL, INC.; HANSEL DEALERSHIPS, INC.; HANSEL LEASING, INC.;
19 and HANSEL MOTORS, INC. are alter egos of each other for the following reasons:

20 (a) On the California Secretary of State's website
21 (<https://bizfileonline.sos.ca.gov/>), HANSEL - PRESTIGE, INC.;
22 HANSEL FORD, INC.; HANSEL ENTERPRISES, INC.; HENRY C.
23 HANSEL, INC.; HANSEL DEALERSHIPS, INC.; HANSEL
24 LEASING, INC.; and HANSEL MOTORS, INC. all share the same
25 principal place of business at, "1125 AUTO CENTER DRIVE,
26 PETALUMA, CA 94952";

27 (b) On the California Secretary of State's website, KNIGHT SUNRISE
28 FONTANA LLC; KNIGHT CLAREMONT INC.; KNIGHT

SACRAMENTO AC INC.; KNIGHT SACRAMENTO AU INC.;
KNIGHT SACRAMENTO CD INC.; KNIGHT SACRAMENTO SU
INC.; and KNIGHT SACRAMENTO V INC. share the same mailing
address, "PO BOX 750069, PETALUMA, CA 94975-0069";

(c) According to their most recent "Statement of Information" forms filed
with the California Secretary of State, HANSEL - PRESTIGE, INC.;
HANSEL FORD, INC.; HANSEL ENTERPRISES, INC.; HENRY C.
HANSEL, INC.; HANSEL DEALERSHIPS, INC.; HANSEL
LEASING, INC.; and HANSEL MOTORS, INC. share the same
officers and/or directors, including, but not limited to, Henry C. Hansel
and Robin J. Helms; and

(d) On information and belief, HANSEL - PRESTIGE, INC.; HANSEL
FORD, INC.; HANSEL ENTERPRISES, INC.; HENRY C. HANSEL,
INC.; HANSEL DEALERSHIPS, INC.; HANSEL LEASING, INC.;
and HANSEL MOTORS, INC, INC. utilize the same standardized
employment forms and issue the same employment policies.

PAGA REPRESENTATIVE ALLEGATIONS

26. Defendants are a dealership group that sell new and pre-owned vehicles in
Sonoma County. Upon information and belief, Defendants maintain a single, centralized
Human Resources (HR) department at their corporate headquarters in Petaluma, California,
for all non-exempt, hourly paid employees working for Defendants in California, which is
responsible for the recruiting and hiring of new employees, and communicating and
implementing Defendants' company-wide policies, including timekeeping policies and meal
and rest period policies, to employees throughout California.

27. In particular, Plaintiff and other non-party Aggrieved Employees, on
information and belief, received the same standardized documents and/or written policies.
Upon information and belief, the usage of standardized documents and/or written policies,
including new-hire documents, indicate that Defendants dictated policies at the corporate level

1 and implemented them company-wide, regardless of their employees' assigned locations or
2 positions. Upon information and belief, Defendants set forth uniform policies and procedures
3 in several documents provided at an employee's time of hire.

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

13 29. Defendants continue to employ non-exempt or hourly paid employees in
14 California.

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

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

27 32. 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 rest periods in accordance with the California Labor Code and applicable IWC Wage Order or
2 payment of one (1) additional hour of pay at their regular rates of pay when they were not
3 authorized and permitted to take a compliant rest period and that Plaintiff and other non-party
4 Aggrieved Employees were not authorized and permitted to take compliant rest periods or
5 provided with payment of one (1) additional hour of pay at their regular rates of pay when
6 they were not authorized and permitted to take a compliant rest period.

7 33. 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 complete and accurate wage statements in accordance with California law. In
10 violation of the California Labor Code, Plaintiff and other non-party Aggrieved Employees
11 were not provided complete and accurate wage statements.

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

16 35. 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 wages during their employment. In violation of the California Labor Code,
19 Plaintiff and other non-party Aggrieved Employees did not receive payment of all wages,
20 including, but not limited to, meal and rest period premium wages, within permissible time
21 periods.

22 36. 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 timely payment of all wages earned upon termination of employment. In violation of the
25 California Labor Code, Plaintiff and other non-party Aggrieved Employees did not receive
26 payment of all wages due, including, but not limited to, meal and rest period premium wages,
27 within permissible time periods.

28 37. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or

1 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
2 receive reimbursement for all business-related expenses and costs they incurred during the
3 course and scope of their employment and that they did not receive reimbursement of
4 applicable business-related expenses and costs incurred.

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

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

17 40. PAGA defines an "aggrieved employee" in Labor Code section 2699(c)(1) as
18 "any person who was employed by the alleged violator and personally suffered each of the
19 violations alleged each of the violations alleged."

20 41. Plaintiff and other current and former employees of Defendants are "aggrieved
21 employees" as defined by Labor Code section 2699(c)(1) in that they are all Defendants'
22 current or former employees and each of the alleged violations were committed against them.

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

- 26 (a) The aggrieved employee shall give written notice by online filing
27 (hereinafter "Employee's Notice") to the LWDA and by certified mail
28 to the employer of the specific provisions of the California Labor Code

1 alleged to have been violated, including the facts and theories to support
2 the alleged violations.

3 (b) An aggrieved employee's notice filed with the LWDA pursuant to
4 2699.3(a) and any employer response to that notice shall be
5 accompanied by a filing fee of seventy-five dollars (\$75).

6 (c) The LWDA shall provide notice (hereinafter "LWDA Notice") to the
7 employer and the aggrieved employee by certified mail that it does not
8 intend to investigate the alleged violation within sixty (60) calendar
9 days of the postmark date of the Employee's Notice. Upon receipt of
10 the LWDA Notice, or if the LWDA Notice is not provided within sixty-
11 five (65) calendar days of the postmark date of the Employee's Notice,
12 the aggrieved employee may commence a civil action pursuant to
13 California Labor Code section 2699 to recover civil penalties in addition
14 to any other penalties to which the employee may be entitled.

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

19 (a) The aggrieved employee or representative shall give written notice by
20 online filing to the LWDA and by certified mail to the employer of the
21 specific provisions of the California Labor Code alleged to have been
22 violated (other than those listed in Section 2699.5), including the facts
23 and theories to support the alleged violation.

24 (b) An aggrieved employee's notice filed with the LWDA pursuant to
25 2699.3(c) and any employer response to that notice shall be
26 accompanied by a filing fee of seventy-five dollars (\$75).

27 (c) The employer may cure the alleged violation within thirty-three (33)
28 calendar days of the postmark date of the notice. The employer shall

1 give written notice by certified mail within that period of time to the
2 aggrieved employee or representative and the agency if the alleged
3 violation is cured, including a description of actions taken, and no civil
4 action pursuant to Section 2699 may commence. If the alleged violation
5 is not cured within the 33-day period, the employee may commence a
6 civil action pursuant to Section 2699.

7 44. On September 16, 2024, Plaintiff provided written notice by online filing to the
8 LWDA and by certified mail to Defendants of the specific provisions of the California Labor
9 Code alleged to have been violated, including facts and theories to support the alleged
10 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written
11 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
12 LWDA PAGA Administrator has confirmed receipt of Plaintiff's written notice and assigned
13 Plaintiff PAGA Case Number LWDA-CM-1050859-24. A true and correct copy of Plaintiff's
14 written notice to the LWDA and Defendants dated September 16, 2024, is attached hereto as
15 "Exhibit 1."

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

19 46. Thus, Plaintiff has satisfied the administrative prerequisites under California
20 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
21 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 512(a), 516,
22 1174(d), 1198, and 2802.

23 47. Labor Code section 558(a) provides "[a]ny employer or other person acting on
24 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
25 provision regulating hours and days of work in any order of the Industrial Welfare
26 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
27 dollars (\$50) for each underpaid employee for each pay period for which the employee was
28 underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each

1 underpaid employee for each pay period for which the employee was underpaid” Labor
2 Code section 558(c) provides “[t]he civil penalties provided for in this section are in addition
3 to any other civil or criminal penalty provided by law.” Plaintiff, acting in the public interest
4 as a private attorney general, seeks assessment and collection of civil penalties under Labor
5 Code section 558 for herself, all other non-party Aggrieved Employees, and the State of
6 California against Defendants for violations of Labor Code sections 512(a), 516, and 1198,
7 and the applicable IWC Wage Order. Plaintiff, acting in the public interest as a private
8 attorney general, does not seek the recovery of unpaid wages under Labor Code section 558
9 from Defendants for violations of Labor Code sections 512(a), 516, and 1198, and the
10 applicable IWC Wage Order.

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

15 49. As set forth below, Defendants have violated numerous provisions of both the
16 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage
17 Order.

18 50. Pursuant to PAGA, and in particular, California Labor Code sections 1194.5,
19 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the public
20 interest as a private attorney general, seeks assessment and collection of civil penalties and
21 injunctive relief for herself, all other non-party Aggrieved Employees, and the State of
22 California against Defendants for violations of California Labor Code sections 201, 202, 204,
23 226(a), 226.7, 512(a), 516, 1174(d), 1198, and 2802.

24 **FIRST CAUSE OF ACTION**

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

26 **(Against all Defendants)**

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

1 52. California Labor Code §§ 2698, *et seq.* (“PAGA”) permits Plaintiff to recover
2 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code
3 section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 1174(d), and
4 1198. Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to
5 recover civil penalties for violations of those Labor Code sections not found in section 2699.5,
6 including sections 226(a), 226.7, 512(a), 516, and 2802.

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

- 9 (a) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
10 applicable IWC Wage Order for Defendants’ failure to provide Plaintiff
11 and other non-party Aggrieved Employees with meal periods, as set
12 forth below;
- 13 (b) Violation of Labor Code sections 226.7, 516, and 1198, and the
14 applicable IWC Wage Order for Defendants’ failure to authorize and
15 permit Plaintiff and other non-party Aggrieved Employees to take rest
16 periods, as set forth below;
- 17 (c) Violation of Labor Code sections 226(a) and 1198, and the applicable
18 IWC Wage Order for failure to provide accurate and complete wage
19 statements to Plaintiff and other non-party Aggrieved Employees, as set
20 forth below;
- 21 (d) Violation of Labor Code sections 1174(d) and 1198, and the applicable
22 IWC Wage Order for failure to maintain payroll records, as set forth
23 below;
- 24 (e) Violation of Labor Code sections 204 for failure to pay all earned wages
25 during employment, as set forth below;
- 26 (f) Violation of Labor Code sections 201 and 202 for failure to pay all
27 earned wages upon termination, as set forth below; and
- 28 (g) Violation of Labor Code sections 2802 for failure to reimburse Plaintiff

1 and other non-party Aggrieved Employees for all business expenses
2 necessarily incurred, as set forth below.

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

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

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

15 56. At all relevant times herein set forth, California Labor Code sections 226.7,
16 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
17 meal period mandated by an applicable order of the IWC.

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

25 58. During the relevant time period, Defendants had, and continue to have,
26 company-wide policies and/or practices of understaffing its locations while assigning heavy
27 workloads, including the expectation that employees field 40-50 phone calls per day, which
28 has resulted in a lack of meal period coverage. Because Defendants did not employ or staff a

1 sufficient number of employees to meet customer demand, there was no one available to
2 relieve employees needing meal period coverage, and Plaintiff and other non-party Aggrieved
3 Employees were not always afforded timely, uninterrupted meal periods during shifts when
4 they were entitled to receive a meal period. Moreover, Defendants had a company-wide
5 practice and/or policy of failing to schedule meal periods, which further caused Plaintiff and
6 other non-party Aggrieved Employees to not be relieved of their duties for compliant meal
7 periods.

8 59. In conjunction with understaffing their locations, Defendants had, and continue
9 to have, a company-wide policy and/or practice of requiring that Plaintiff and other non-party
10 Aggrieved Employees respond to their personal mobile devices at all times, including during
11 meal periods. As a result, Defendants' management contacted Plaintiff and other non-party
12 Aggrieved Employees on their personal cellular phones during meal periods to discuss work-
13 related matters.

14 60. As a result, Plaintiff and other non-party Aggrieved Employees had to work
15 through all or part of their meal periods, had their meal periods interrupted, and/or had to wait
16 extended periods of time before taking meal periods. For example, according to her
17 timecards, Plaintiff missed her meal periods at least five (5) times during her employment due
18 to lack of coverage. Specifically, Plaintiff missed her meal periods on March 18, 2024, April
19 10, 2024, April 26, 2024, May 10, 2024, and June 21, 2024. Additionally, approximately
20 three (3) times during her employment, Plaintiff was required to cut her meal periods short
21 and return to work to attend to phone calls and customers. Specifically, Plaintiff's timecards
22 show meal periods of less than 30 minutes on January 31, 2024, February 9, 2024, April 18,
23 2024, and April 22, 2024. Additionally, on at least eleven (11) occasions, Plaintiff was
24 required to take her meal periods late after having worked in excess of five (5) hours into her
25 shift due to call volume and insufficient coverage. Plaintiff's timecards show late meal
26 periods on January 31, 2024, February 1, 2024, February 8, 2024, February 20, 2024, March
27 4, 2024, April 1, 2024, April 3, 2024, April 23, 2024, May 7, 2024, June 11, 2024, and June
28 20, 2024. Thus, Defendants failed to provide Plaintiff and other non-party Aggrieved

1 Employees with compliant, 30-minute meal periods.

2 61. Additionally, Defendants did not provide Plaintiff and other non-party
3 Aggrieved Employees with second 30-minute meal periods on days that they worked in excess
4 of ten (10) hours in one day. During her employment, Plaintiff worked shifts in excess of ten
5 (10) or more hours per day but was not provided a second 30-minute meal period. Plaintiff
6 and other non-party Aggrieved Employees did not sign valid meal period waivers on days that
7 they were entitled to meal periods and were not relieved of all duties.

8 62. At all times herein mentioned, Defendants knew or should have known that, as
9 a result of these policies, Plaintiff and other non-party Aggrieved Employees were prevented
10 from being relieved of all duties and required to perform some of their assigned duties during
11 meal periods. Defendants further knew or should have known that Defendants did not pay
12 Plaintiff and other non-party Aggrieved Employees meal period premiums when meal periods
13 were missed, shortened, interrupted, and/or late.

14 63. Furthermore, Defendants engaged in a company-wide practice and/or policy of
15 not paying all meal period premiums owed when compliant meal periods are not provided.
16 Because of this practice and/or policy, Plaintiff and other non-party Aggrieved Employees
17 have not received premium pay for all missed, late, and interrupted meal periods.

18 64. Defendants' conduct violates the applicable IWC Wage Order, and California
19 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and other non-party Aggrieved
20 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
21 558 and/or 2699(a), (f), and (k).

22 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**

23 **VIOLATION OF LABOR CODE SECTIONS 226.7, 516, AND 1198**

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

27 66. At all relevant times, the applicable IWC Wage Order provides that "[e]very
28 employer shall authorize and permit all employees to take rest periods, which insofar as

1 practicable shall be in the middle of each work period” and that the “rest period time shall be
2 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
3 hours or major fraction thereof” unless the total daily work time is less than three and one-half
4 (3 ½) hours.

5 67. At all relevant times, California Labor Code section 226.7 provides that no
6 employer shall require an employee to work during any rest period mandated by an applicable
7 order of the California IWC. To comply with its obligation to authorize and permit rest
8 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
9 employer must “relinquish any control over how employees spend their break time, and
10 relieve their employees of all duties—including the obligation that an employee remain on
11 call. A rest period, in short, must be a period of rest.” *Augustus v. ABM Security Services,*
12 *Inc.*, 2 Cal. 5th 257, 273 (2016).

13 68. Pursuant to the applicable IWC Wage Order and California Labor Code section
14 226.7(c), Plaintiff and other non-party Aggrieved Employees are entitled to recover from
15 Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a
16 required rest period was not authorized and permitted.

17 69. During the relevant time period, Defendants regularly failed to authorize and
18 permit Plaintiff and other non-party Aggrieved Employees to take a ten (10) minute rest
19 period per each four (4) hour period worked or major fraction thereof. As with meal periods,
20 Defendants’ company-wide practices of understaffing and assigning heavy workloads resulted
21 in a lack of rest period coverage and prevented Plaintiff and other non-party Aggrieved
22 Employees from being relieved of all duty in order to take compliant rest periods. Defendants
23 also failed to schedule rest periods, which, coupled with Defendants’ failure to provide
24 adequate rest period coverage, further led to Plaintiff and other non-party Aggrieved
25 Employees not being authorized and permitted to take rest periods.

26 70. Furthermore, during the relevant time period, Defendants maintained and
27 implemented a company-wide on-premises rest period policy, which effectively required that
28 Plaintiff and other non-party Aggrieved Employees remain on the work premises during their

1 rest periods. Because Plaintiff and other non-party Aggrieved Employees were restricted from
2 leaving the premises during rest periods, they were denied the ability to use their rest periods
3 freely for their own purposes, such as running personal errands. Thus, Defendants effectively
4 maintained control over Plaintiff and other non-party Aggrieved Employees during rest
5 periods.

6 71. As a result of Defendants' practices and policies, Plaintiff and other non-party
7 Aggrieved Employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in
8 excess of 10 hours without receiving all uninterrupted rest periods to which they were entitled.
9 For example, throughout her employment, Plaintiff had to work through nearly all of her rest
10 periods.

11 72. Defendants have also engaged in a company-wide practice and/or policy of not
12 paying rest period premiums owed when compliant rest periods are not authorized and
13 permitted. Because of this practice and/or policy, Plaintiff and other non-party Aggrieved
14 Employees have not received premium pay for all missed rest periods.

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

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

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

26 75. During the relevant time period, Defendants have knowingly and intentionally
27 provided Plaintiff and other non-party Aggrieved Employees with uniform, incomplete, and
28 inaccurate wage statements. For example, Defendants issued uniform wage statements to

1 Plaintiff and other non-party Aggrieved Employees that fail to correctly list: gross wages
2 earned; net wages earned; and all applicable hourly rates in effect during the pay period,
3 including rates of pay for meal and rest period premium wages, and the corresponding number
4 of hours worked at each hourly rate. Specifically, Defendants violated sections 226(a)(1),
5 226(a)(5), and 226(a)(9).

6 76. Because Defendants did not pay Plaintiff and other non-party Aggrieved meal
7 and period premium wages for noncompliant meal and rest periods, Defendants did not list the
8 correct amount of gross wages and net wages earned by Plaintiff and other non-party
9 Aggrieved Employees in compliance with section 226(a)(1) and section 226(a)(5),
10 respectively. For the same reason, Defendants failed to accurately list the applicable hourly
11 rates of pay in effect during the pay period, namely, the rates of pay for meal and rest
12 premium wages, in violation of section 226(a)(9).

13 77. The wage statement deficiencies also include, among other things, failing to list
14 the total hours worked by the employee; failing to list the number of piece-rate units earned
15 and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all
16 deductions; failing to list the inclusive dates of the period for which aggrieved employees
17 were paid; failing to list the name of the employee and only the last four digits of his or her
18 social security number or an employee identification number other than a social security
19 number; and/or failing to list the name and address of the legal entity that is the employer.

20 78. California Labor Code section 1174(d) provides that “[e]very person employing
21 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
22 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
23 plants or establishments at which employees are employed, payroll records showing the hours
24 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
25 applicable piece rate paid to, employees employed at the respective plants or
26 establishments” Labor Code section 1174.5 provides that employers are subject to a
27 \$500 civil penalty if they fail to maintain accurate and complete records as required by section
28 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d),

1 Defendants willfully failed to maintain accurate payroll records for Plaintiff and other non-
2 party Aggrieved Employees showing the daily hours they worked and the wages paid thereto
3 as a result of failing to record all wages owed, including meal and rest period premium wages.

4 79. California Labor Code section 1198 provides that the maximum hours of work
5 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
6 set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he
7 employment of any employees for longer hours than those fixed by the order or under
8 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
9 Wage Order, employers are required to keep accurate time records showing when the
10 employee begins and ends each work period and meal period. During the relevant time
11 period, Defendants engaged in company-wide practices and/or policies of failing to keep
12 accurate records of meal period start and end times for Plaintiff and other non-party
13 Aggrieved Employees, in violation of section 1198. Plaintiff and other non-party Aggrieved
14 Employees, in violation of section 1198. Furthermore, in light of Defendants’ failure to
15 provide Plaintiff and other non-party Aggrieved Employees with second 30-minute meal
16 periods to which they were entitled, Defendants kept no records of meal start and end times
17 for second meal periods.

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

21 **FAILURE TO PAY WAGES DURING EMPLOYMENT**

22 **VIOLATION OF LABOR CODE SECTION 204**

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

1 month, other than those wages due upon termination of an employee, are due and payable
2 between the 1st and the 10th day of the following month.

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

9 83. During the relevant time period, Defendants willfully failed to pay Plaintiff and
10 other non-party Aggrieved Employees all wages due to them within any time period specified
11 by California Labor Code sections 204 including, but not limited to, meal and rest period
12 premium wages.

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

15 **FAILURE TO PAY WAGES UPON TERMINATION**

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

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

24 86. Defendants willfully failed to pay Plaintiff and other non-party Aggrieved
25 Employees who are no longer employed by Defendants the earned and unpaid wages set forth
26 above, including but not limited to, meal and rest period premium wages, either at the time of
27 discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

28 87. Defendants' failure to pay Plaintiff and those non-party Aggrieved Employees

1 who are no longer employed by Defendants their wages earned and unpaid at the time of
2 discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates
3 Labor Code sections 201 and 202. Plaintiff and other non-party Aggrieved Employees are
4 therefore entitled to recover civil penalties pursuant to Labor Code sections 256 and/or
5 2699(a), (f), and (k).

6 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

7 **VIOLATION OF LABOR CODE SECTION 2802**

8 88. At all times herein set forth, California Labor Code section 2802 provides that
9 an employer must reimburse employees for all necessary expenditures and losses incurred by
10 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
11 to prevent employers from passing off their cost of doing business and operating expenses on
12 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
13 (2014). The applicable wage order, IWC Wage Order No. 7-2001 provides that: "[w]hen tools
14 or equipment are required by the employer or are necessary to the performance of a job, such
15 tools and equipment shall be provided and maintained by the employer, except that an
16 employee whose wages are at least two (2) times the minimum wage provided herein may be
17 required to provide and maintain hand tools and equipment customarily required by the trade
18 or craft."

19 89. During the relevant time period, Defendants, on a company-wide basis,
20 required Plaintiff and other non-party Aggrieved Employees to use their personal mobile
21 devices, including, but not limited to, cellular phones and/or mobile data, to carry out their job
22 duties but failed to reimburse them for the costs of their work-related mobile device expenses.
23 For example, Plaintiff was required was required to use her personal cellular phone to
24 download and use messaging applications such as Microsoft Teams to communicate with
25 Defendants' managers and customers, to complete two-factor authentication in order to access
26 her office computer, and to take pictures for work-related matters. Although Defendants
27 required Plaintiff and other non-party Aggrieved Employees to use their personal mobile
28 devices and mobile data to carry out their work-related duties, Defendants failed to reimburse

1 them for these costs.

2 90. Defendants could have provided Plaintiff and other non-party Aggrieved
3 Employees with the actual equipment for use on the job, such as company mobile devices; or
4 Defendants could have reimbursed employees for the costs of their mobile device usage.
5 Instead, Defendants passed these operating costs onto Plaintiff and other non-party Aggrieved
6 Employees.

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

12 **REQUEST FOR JURY TRIAL**

13 Plaintiff requests a trial by jury.

14 **PRAYER FOR RELIEF**

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

17 1. For civil penalties and attorneys' fees in excess of twenty-five thousand dollars
18 (\$25,000). Plaintiff reserves the right to amend her prayer for relief to seek a different
19 amount.

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

21 2. That the Court declare, adjudge and decree that Defendants violated the
22 following California Labor Code provisions as to Plaintiff and other non-party Aggrieved
23 Employees: 226.7, 512(a), 516, 1198 (by failing to provide all meal periods); 226.7, 516, and
24 1198 (by failing to authorize and permit all rest periods); 226(a), 1174(d), and 1198 (by
25 failing to provide accurate wage statements and maintain accurate payroll records); 204 (by
26 failing to timely pay all earned wages during employment); 201 and 202 (by failing to timely
27 pay all earned wages upon termination); and 2802 (by failing to reimburse business expenses);

28 3. For civil penalties, pursuant to California Labor Code sections 210, 226.3, 256,

558, 1174.5, 2699(a), (f), and (k), for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 512(a), 516, 1174(d), 1198, and 2802;

4. For injunctive relief pursuant to California Labor Code sections 1194.5 and/or 2699(k) to bring Defendants into compliance with the requirements of California Labor Code sections 201, 202, 204, 226(a), 226.7, 512(a), 516, 1174(d), 1198, and 2802;

5. For attorneys' fees and costs pursuant to California Labor Code section 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 512(a), 516, 1174(d), 1198, and 2802;

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

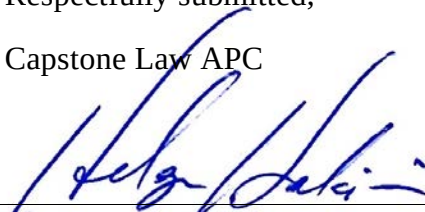
7. For such other and further relief as the Court may deem equitable and appropriate.

Dated: November 21, 2024

Respectfully submitted,

Capstone Law APC

By:


Orlando Villalba
Helga Hakimi
Joseph D. Parsons

Attorneys for Plaintiff Jeanette Medrano

EXHIBIT “1”



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SAIRAH BUDHWANI
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September 16, 2024

VIA ONLINE SUBMISSION

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

Subject: *Jeanette Medrano v. Hansel - Prestige, Inc., et al.*

Dear PAGA Administrator:

This office represents Jeanette Medrano in connection with her claims under the California Labor Code. Ms. Medrano was an employee of HANSEL - PRESTIGE, INC.; HANSEL FORD, INC.; HANSEL ENTERPRISES, INC.; HENRY C. HANSEL, INC.; HANSEL DEALERSHIPS, INC.; HANSEL LEASING, INC.; and/or HANSEL MOTORS, INC. For the purpose of this letter, Ms. Medrano collectively refers to these entities as "HANSEL."

The employers may be contacted directly at the addresses below:

HANSEL - PRESTIGE, INC.
1125 AUTO CENTER DRIVE
PETALUMA, CA 94952

HANSEL FORD, INC.
1125 AUTO CENTER DRIVE
PETALUMA, CA 94952

HANSEL ENTERPRISES, INC.
1125 AUTO CENTER DRIVE
PETALUMA, CA 94952

HENRY C. HANSEL, INC.
1125 AUTO CENTER DRIVE
PETALUMA, CA 94952

HANSEL DEALERSHIPS, INC.
1125 AUTO CENTER DRIVE
PETALUMA, CA 94952

HANSEL LEASING, INC.
1125 AUTO CENTER DRIVE
PETALUMA, CA 94952

HANSEL MOTORS, INC.
1125 AUTO CENTER DRIVE
PETALUMA, CA 94952

Ms. Medrano intends to seek civil penalties, attorneys' 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. Medrano seeks relief on behalf of herself, the State of California, and other persons who are or were employed by HANSEL 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.

HANSEL employed Ms. Medrano as an hourly paid, non-exempt Administrative Services Coordinator from approximately January 2024 to July 2024. Ms. Medrano worked for HANSEL at its location at 2925 Coby Ave., Santa Rosa, California 95407. During her employment, Ms. Medrano typically worked eight (8) or more hours per day and five (5) days per week. At the time her employment ended, Ms. Medrano was compensated approximately \$20.00 per hour. Her primary job duties included, without limitation, scheduling service appointments, answering customer phone calls, quoting service prices for customers.

HANSEL has committed each of the following Labor Code violations against Ms. Medrano, the facts and theories of which follow, making her an “aggrieved employee” pursuant to California Labor Code section 2699(c)(1):¹

HANSEL’s Company-Wide and Uniform Payroll and HR Practices

HANSEL - PRESTIGE, INC.; HANSEL FORD, INC.; HANSEL ENTERPRISES, INC.; HENRY C. HANSEL, INC.; HANSEL DEALERSHIPS, INC.; HANSEL LEASING, INC.; and HANSEL MOTORS, INC. are California corporations. Together, they are a dealership group that sells new and pre-owned vehicles in Sonoma County. Upon information and belief, HANSEL maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Petaluma, California, for all non-exempt, hourly paid employees working for HANSEL in California, including Ms. Medrano and other aggrieved employees. At all relevant times, HANSEL issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Medrano and other aggrieved employees, regardless of their location or position.

Upon information and belief, HANSEL maintains a centralized Payroll department at its corporate headquarters in Petaluma, California, which processes payroll for all non-exempt, hourly paid employees working for HANSEL in California, including Ms. Medrano and other aggrieved employees. Further, HANSEL issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Ms. Medrano and other aggrieved employees, irrespective of their location, position, or manner in which each employee’s employment ended. In other words, HANSEL utilized the same methods and formulas when calculating wages due to Ms. Medrano and other aggrieved employees in California.

¹ These facts, theories, and claims are based on Ms. Medrano’s experience and counsel’s review of those records currently available relating to Ms. Medrano’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. Medrano 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.

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 Industrial Welfare Commission (“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.

During the relevant time period, HANSEL had, and continues to have, company-wide policies and/or practices of understaffing its locations while assigning heavy workloads, including the expectation that employees field 40-50 phone calls per day, which has resulted in a lack of meal period coverage. Because HANSEL did not employ or staff a sufficient number of employees to meet customer demand, there was no one available to relieve employees needing meal period coverage, and Ms. Medrano and other aggrieved employees were not always afforded timely, uninterrupted meal periods during shifts when they were entitled to receive a meal period. Further, HANSEL had a company-wide practice and/or policy of failing to schedule meal periods, which further caused Ms. Medrano and other aggrieved employees to not be relieved of their duties for compliant meal periods.

In conjunction with understaffing its locations, HANSEL had, and continues to have, a company-wide policy and/or practice of requiring that Ms. Medrano and other aggrieved employees respond to their personal mobile devices at all times, including during meal periods. As a result, HANSEL’s management contacted Ms. Medrano and other aggrieved employees on their personal cellular phones during meal periods to discuss work-related matters.

As a result, Ms. Medrano and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, according to her timecards, Ms. Medrano missed her meal periods approximately five (5) times during her employment due to lack of coverage. Additionally, approximately three (3) times during her employment, Ms. Medrano was required to cut her meal periods short and return to work to attend to phone calls and customers. Additionally, on at least eleven (11) occasions, Ms. Medrano was required to take her meal periods late after having worked in excess of five (5) hours into her shift due to call volume and insufficient coverage. Thus, HANSEL failed to provide Ms. Medrano and other aggrieved employees with compliant, 30-minute meal periods.

Additionally, Ms. Medrano and other aggrieved employees worked shifts in excess of ten (10) hours without receiving an uninterrupted second 30-minute meal period. For example, during her employment, Ms. Medrano worked at least one shift in excess of ten (10) or more hours per day, but

was not provided a second 30-minute meal period. Ms. Medrano 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 herein mentioned, HANSEL knew or should have known that, as a result of these policies, Ms. Medrano and other aggrieved employees were prevented from being relieved of all duties and were required to perform some of their assigned duties during meal periods. HANSEL further knew or should have known that HANSEL did not pay Ms. Medrano and other aggrieved employees all meal period premiums when meal periods were late, missed, shortened, or interrupted.

Moreover, HANSEL engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Ms. Medrano and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods.

Accordingly, HANSEL failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Ms. Medrano and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring HANSEL into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 512(a), 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

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, HANSEL regularly failed to authorize and permit Ms. Medrano 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, HANSEL's company-wide practices of understaffing and assigning heavy workloads resulted in a lack of rest period coverage and prevented Ms. Medrano and other aggrieved employees from being relieved of all duty in order to take compliant rest periods. HANSEL also failed to schedule rest periods, which, coupled with HANSEL's failure to provide adequate rest period coverage, further led to Ms. Medrano and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, upon information and belief, during the relevant time period, HANSEL maintained a company-wide on-premises rest period policy, which effectively required that Ms. Medrano and other aggrieved employees remain on the work premises during their rest periods. Because Ms. Medrano 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, HANSEL maintained control over Ms. Medrano and other aggrieved employees during rest periods.

As a result of HANSEL's practices and policies, Ms. Medrano 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, throughout her employment, Ms. Medrano had to work through nearly all of her rest periods.

HANSEL has also engaged in a company-wide practice and/or policy of not paying all rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Ms. Medrano and other aggrieved employees have not received premium pay for all missed rest periods.

Accordingly, HANSEL failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Medrano and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring HANSEL into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

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. HANSEL has not provided Ms. Medrano 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, HANSEL has knowingly and intentionally provided Ms. Medrano and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, HANSEL issued uniform wage statements to Ms. Medrano and other aggrieved employees that fail to correctly list: gross wages earned; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for meal and rest period premium wages, and the corresponding number of hours worked at each hourly rate. Specifically, HANSEL violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because HANSEL did not pay Ms. Medrano and other aggrieved employees meal and rest period premium wages for noncompliant meal and rest periods, HANSEL did not list the correct amount of

gross wages and net wages earned by Ms. Medrano and other aggrieved employees, in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, HANSEL failed to list the applicable hourly rates of pay in effect during the pay period, namely, the rates of pay for meal and rest period premium wages, in violation of section 226(a)(9).

The wage statement deficiencies also include, without limitation, failing to list the total hours worked by the employee; 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; and/or failing to list the name and address of the legal entity that is the employer.

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), HANSEL willfully failed to maintain accurate payroll records for Ms. Medrano and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record all wages owed, including meal and rest period premium wages.

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, HANSEL engaged in company-wide practices and/or policies of failing to keep accurate records of meal period start and end times for Ms. Medrano and other aggrieved employees, in violation of section 1198. Furthermore, in light of HANSEL’s failure to provide Ms. Medrano and other aggrieved employees with second 30-minute meal periods to which they were entitled, HANSEL kept no records of meal start and end times for second meal periods.

Because HANSEL failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Medrano 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. Medrano 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. Medrano and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring HANSEL into compliance with the applicable IWC Wage Order and Labor Code sections 226(a), 1174(d), and 1198, pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

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, HANSEL willfully failed to pay Ms. Medrano and other aggrieved employees all wages due including, but not limited to, meal and rest period premium wages, within the time periods specified by California Labor Code section 204.

Ms. Medrano and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, and seek injunctive relief to bring HANSEL into compliance with Labor Code section 204, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

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.

HANSEL willfully failed to pay Ms. Medrano and other aggrieved employees who are no longer employed by HANSEL the earned and unpaid wages set forth above, including but not limited to, meal and rest period premium wages, either at the time of discharge, or within seventy-two (72) hours of their leaving HANSEL's employ.

Ms. Medrano and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, and seek injunctive relief to bring HANSEL into compliance with Labor Code sections 201 and 202, pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

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, HANSEL, on a company-wide basis, required that Ms. Medrano and other aggrieved employees use their own personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties but failed to reimburse them for the costs of their work-related mobile device expenses. For example, Ms. Medrano was required to use her personal cellular phone to download and use messaging applications such as Microsoft Teams to communicate with HANSEL’s managers and customers, to complete two-factor authentication in order to access her office computer, and to take pictures for work-related matters. Although HANSEL required Ms. Medrano and other aggrieved employees to utilize their personal mobile devices and/or mobile data to carry out their work-related responsibilities, HANSEL failed to reimburse them for these costs.

HANSEL could have provided Ms. Medrano and other aggrieved employees with company mobile devices; or HANSEL could have reimbursed employees for the costs of their mobile device usage. Instead, HANSEL passed these operating costs onto Ms. Medrano and other aggrieved employees. At all relevant times, Ms. Medrano did not earn at least two (2) times the minimum wage.

Thus, HANSEL 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. Medrano and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring HANSEL into compliance with the applicable IWC Wage Order and Labor Code section 2802, pursuant to Labor Code sections 2699(a), (f), and (k).

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.” HANSEL, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Medrano’s and other aggrieved employees’ rights by violating various sections of the California Labor Code.

Accordingly, Ms. Medrano 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 1194.5, 2699(a), 2699(k), 2699.3(a) and 2699.3(c), 2699.5, and 558, Ms. Medrano, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for herself, all other aggrieved employees, and the State of California against HANSEL for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 512(a), 516, 1174(d), 1198, and 2802.

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

Pre-Litigation Demand

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

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

1. HANSEL shall comply with all California labor laws and ensure that its non-exempt employees are provided lawful meal and rest periods.
2. HANSEL shall conduct a survey or interview all current and former aggrieved employees in California who worked for HANSEL 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 and the number of rest periods which were not authorized and permitted, and the number of employees who were required to pay for mobile device expenses or other expenditures in the discharge of their duties, with the investigation to be completed within 60 days.
3. HANSEL shall pay Ms. Medrano and 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. HANSEL also shall pay Ms. Medrano and 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.
4. HANSEL shall pay accrued legal interest to Ms. Medrano and all aggrieved employees at the rate of 10% per annum for said unpaid wages.
5. HANSEL shall provide Ms. Medrano and all aggrieved employees employed by HANSEL 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).
6. HANSEL 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.
7. HANSEL shall reimburse those aggrieved employees who were required to pay for any business expenses incurred for HANSEL's benefit, including, but not limited to, costs of mobile device expenses or other expenditures, as required by Labor Code section 2802.
8. HANSEL 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, 256, 558, 1174.5, and 2699, and IWC 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:

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

Best Regards,

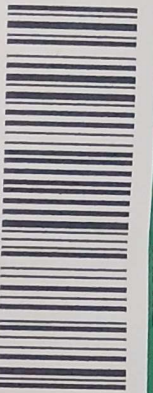
A handwritten signature in black ink, reading "Sairah Budhwani". The signature is fluid and cursive, with a small dot at the end.

Sairah Budhwani

Copy: HANSEL - PRESTIGE, INC. (via U.S. Certified Mail); HANSEL FORD, INC. (via U.S. Certified Mail); HANSEL ENTERPRISES, INC. (via U.S. Certified Mail); HENRY C. HANSEL, INC. (via U.S. Certified Mail); HANSEL DEALERSHIPS, INC. (via U.S. Certified Mail); HANSEL LEASING, INC. (via U.S. Certified Mail); HANSEL MOTORS, INC. (via U.S. Certified Mail)

Capstone Law, APC
1875 Century Park, East, 1000
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HANSEL - PRESTIGE, INC.
1125 AUTO CENTER DRIVE
PETALUMA, CA 94952

PS Form 3800, April 2015 PSN 7530-02-000-9053

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- A. Signature
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HANSEL - PRESTIGE, INC.
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PETALUMA, CA 94952



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- ☐ Registered Mail
- ☐ Registered Mail Restricted Delivery
- ☒ Certified Mail
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Restricted Delivery

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

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1875 Century Park, East, 1000
Los Angeles, CA. 90067



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1125 AUTO CENTER DRIVE
PETALUMA, CA 94952

PS Form 3800, April 2015 PSN 7530-02-000-9047

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HANSEL FORD, INC.
1125 AUTO CENTER DRIVE
PETALUMA, CA 94952



PS Form 3800, April 2015 PSN 7530-02-000-9047

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

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A. Signature

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☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
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Service Type

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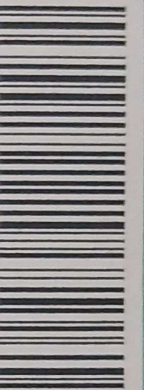
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1875 Century Park, East, 1000
Los Angeles, CA. 90067

7022 2410 0000 2265 0458



HANSEL ENTERPRISES, INC.
1125 AUTO CENTER DRIVE
PETALUMA, CA 94952

SENDER: COMPLETE THIS SECTION

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COMPLETE THIS SECTION ON DELIVERY

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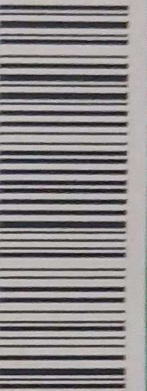
☐ Signature Confirmation Restricted Delivery

\$

☐ Signature Confirmation Restricted Delivery

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

7022 2410 0000 2265 0441



HENRY C. HANSEL, INC.
1125 AUTO CENTER DRIVE
PETALUMA, CA 94952

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.
- Attach this card to the back of the mailpiece.

HENRY C. HANSEL, INC.
1125 AUTO CENTER DRIVE
PETALUMA, CA 94952



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

7022 2410 0000 2265 0441

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

C. Date of Delivery

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

Service Type

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

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

Domestic Return Receipt

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

OFFICIAL USE

Certified Mail Fee

MC02ANOV

Extra (Signature & Fee) (Postage Fee, add fee as appropriate)
(Return Receipt (Postage))

HANSEL

HENRY C. HANSEL, INC.
1125 AUTO CENTER DRIVE
PETALUMA, CA 94952

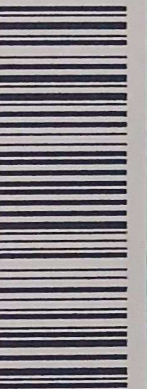
7022 2410 0000 2265 0441

PS Form 3800, April 2015 PSN 7530-02-000-9017

See Reverse for Instructions

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

7022 2410 0000 2265 0434



HANSEL DEALERSHIPS, INC.
1125 AUTO CENTER DRIVE
PETALUMA, CA 94952

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.
- Attach this card to the back of the mailpiece.

HANSEL DEALERSHIPS, INC.
1125 AUTO CENTER DRIVE
PETALUMA, CA 94952



2. A. ~~8590 8100 7022 2410 0000 2265 0434~~

7022 2410 0000 2265 0434

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

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

Service Type

- ☐ Adult Signature Restricted Delivery
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation 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 2265 0434

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

Extra Services & Fees (check box, add fee as appropriate)
(Return Receipt (hardcopy))

MEDRANO V,
HANSEL

HANSEL DEALERSHIPS, INC.
1125 AUTO CENTER DRIVE
PETALUMA, CA 94952

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

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



7022 2410 0000 2265 0410

HANSEL MOTORS, INC.
1125 AUTO CENTER DRIVE
PETALUMA, CA 94952

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.
- Attach this card to the back of the mailpiece.

HANSEL MOTORS, INC.
1125 AUTO CENTER DRIVE
PETALUMA, CA 94952



2. Address: 7022 2410 0000 2265 0410

7022 2410 0000 2265 0410

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

☐ Agent
☐ Addressee

C. Date of Delivery

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

Service Type

- ☐ Adult Signature
- ☒ 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
b) 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

ME02ANDU

HANSEL

Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$

HANSEL MOTORS, INC.
1125 AUTO CENTER DRIVE
PETALUMA, CA 94952

7022 2410 0000 2265 0410

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.

■ Attach this card to the back of the mailpiece.

1.

HANSEL - PRESTIGE, INC.
1125 AUTO CENTER DRIVE
PETALUMA, CA 94952

2. Article Number (Transfer from service label)

9590 9402 7706 2122 1530 88

7022 2410 0000 2265 0472

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

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]* ☒ Agent ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery
9/18

D. 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

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

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.

■ Attach this card to the back of the mailpiece.

1.

HANSEL MOTORS, INC.
1125 AUTO CENTER DRIVE
PETALUMA, CA 94952

2. Article Number (Transfer from service label)

9590 9402 7706 2122 1530 95

7022 2410 0000 2265 0410

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

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]* ☒ Agent ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery
9/18

D. 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

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

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.

■ Attach this card to the back of the mailpiece.

1.

HANSEL LEASING, INC.
1125 AUTO CENTER DRIVE
PETALUMA, CA 94952

2. Article Number (Transfer from service label)

9590 9402 7706 2122 1530 01

7022 2410 0000 2265 0427

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

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]* ☒ Agent ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery
9/18

D. 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

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

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.

■ Attach this card to the back of the mailpiece.

1.

HENRY C. HANSEL, INC.
1125 AUTO CENTER DRIVE
PETALUMA, CA 94952

2. Article Number (Transfer from service label)

9590 9402 7706 2122 1530 25

7022 2410 0000 2265 0441

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

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]* ☒ Agent ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery
9/18

D. 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

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

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.

■ Attach this card to the back of the mailpiece.

1.

HANSEL DEALERSHIPS, INC.
1125 AUTO CENTER DRIVE
PETALUMA, CA 94952

2. Article Number (Transfer from service label)

9590 9402 7706 2122 1530 18

7022 2410 0000 2265 0434

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

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]* ☒ Agent ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery
9/18

D. 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

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

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.

■ Attach this card to the back of the mailpiece.

1.

WILLOW FARMS, LLC
9452 TELEPHONE RD #142
VENTURA, CA 93004

2. Article Number (Transfer from service label)

9590 9402 7706 2122 1530 49

7022 2410 0000 2265 0328

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

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]* ☐ Agent ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery
9/18/24

D. 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

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

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.

■ Attach this card to the back of the mailpiece.

1.

HANSEL ENTERPRISES, INC.
1125 AUTO CENTER DRIVE
PETALUMA, CA 94952

2. Article Number (Transfer from service label)

9590 9402 7706 2122 1530 82

7022 2410 0000 2265 0458

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

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]* ☒ Agent ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery
9/18

D. 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

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

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.

■ Attach this card to the back of the mailpiece.

1.

HANSEL FORD, INC.
1125 AUTO CENTER DRIVE
PETALUMA, CA 94952

2. Article Number (Transfer from service label)

9590 9402 7706 2122 1530 71

7022 2410 0000 2265 0465

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

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]* ☒ Agent ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery
9/18

D. 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

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