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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
Los Angeles, CA. 90067



7022 2410 0000 2265 0465

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

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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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- Complete items 1, 2, and 3.
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HANSEL FORD, INC.
1125 AUTO CENTER DRIVE
PETALUMA, CA 94952



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A. Signature

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☐ 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
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(over \$500)

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

Domestic Return Receipt

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



7022 2410 0000 2265 0441

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

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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

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

Service Type

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

Domestic Return Receipt

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

OFFICIAL USE

McDANOV, HANSEL

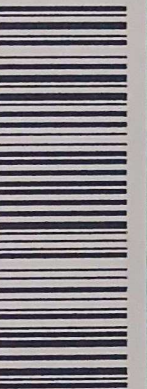
HENRY C. HANSEL, INC.
1125 AUTO CENTER DRIVE
PETALUMA, CA 94952

7022 2410 0000 2265 0441

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

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

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))

MEDPANO 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

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

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

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



2. A. ~~8890 8100 7065 2323 1505 118~~
7022 2410 0000 2265 0434

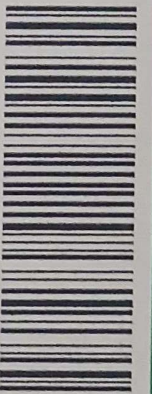
Restricted Delivery

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

Domestic Return Receipt

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

7022 2410 0000 2265 0427



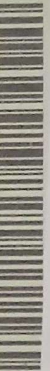
CERTIFIED MAIL®

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



2. A-2025NOV0840 2747406721 22650427

7022 2410 0000 2265 0427
 PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

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

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

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

Domestic Return Receipt

7022 2410 0000 2265 0427

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

OFFICIAL USE

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

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

PS Form 3811, April 2015 PSN 7530-02-000-9053 Use Presortable 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

7022 2410 0000 2265 0410

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 V.

HANSEL

Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$ 3.00
☐ Return Receipt (electronic) \$ 0.00
☐ Certified Mail Restricted Delivery \$ 0.00

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 (Print or type)

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

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
- ☐ Mail Restricted Delivery

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

Domestic Return Receipt