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September 12, 2024

VIA ONLINE SUBMISSION

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

Subject: *Christopher Safi v. Knight Sunrise Hollywood LLC, et al.*

Dear PAGA Administrator:

This office represents Christopher Safi in connection with his claims under the California Labor Code. Mr. Safi was an employee of KNIGHT SUNRISE HOLLYWOOD LLC; KNIGHT SUNRISE FONTANA LLC; KNIGHT CLAREMONT INC.; KNIGHT SACRAMENTO AC INC.; KNIGHT SACRAMENTO AU INC.; KNIGHT SACRAMENTO CD INC.; KNIGHT SACRAMENTO SU INC.; KNIGHT SACRAMENTO V INC.; and/or NGP MOTORS, INC. For the purpose of this letter, Mr. Safi collectively refers to these entities as "KNIGHT GROUP."

The employers may be contacted directly at the addresses below:

KNIGHT SUNRISE HOLLYWOOD LLC
5500 LANKERSHIM BLVD.
LOS ANGELES, CA 91601

KNIGHT SUNRISE FONTANA LLC
16005 VALLEY BLVD.
FONTANA, CA 92335

KNIGHT CLAREMONT INC.
16005 VALLEY BOULEVARD
FONTANA, CA 92335

KNIGHT SACRAMENTO AC INC.
16005 VALLEY BOULEVARD
FONTANA, CA 92335

KNIGHT SACRAMENTO AU INC.
16005 VALLEY BOULEVARD
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KNIGHT SACRAMENTO CD INC.
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KNIGHT SACRAMENTO SU INC.
16005 VALLEY BOULEVARD
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KNIGHT SACRAMENTO V INC.
16005 VALLEY BOULEVARD
FONTANA, CA 92335

NGP MOTORS, INC.
5500 LANKERSHIM BLVD
N HOLLYWOOD, CA 91601

Mr. Safi 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"). Mr. Safi seeks relief on behalf of himself, the State of California, and other persons who are or were employed by KNIGHT GROUP 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.

KNIGHT GROUP employed Mr. Safi as an hourly paid, non-exempt employee from approximately October 2023 to April 2024. Mr. Safi worked for KNIGHT GROUP as a Service Advisor at its Sunrise Ford – North Hollywood dealership in North Hollywood, California. During his employment, Mr. Safi typically worked nine (9) hours or more per day, and five (5) days or more per week. At the time Mr. Safi's employment with KNIGHT GROUP ended, he earned approximately \$16.78 per hour plus commissions. His job duties included, without limitation, providing customer service, documenting customers' complaints about vehicles, filing warranty claims, obtaining car rentals for customers, test driving vehicles, and delivering vehicles to customers.

KNIGHT GROUP has committed each of the following Labor Code violations against Mr. Safi, the facts and theories of which follow, making him an "aggrieved employee" pursuant to California Labor Code section 2699(c)(1):¹

KNIGHT GROUP's Company-Wide and Uniform Payroll and HR Practices

KNIGHT SUNRISE HOLLYWOOD LLC and KNIGHT SUNRISE FONTANA LLC are California limited liability companies. KNIGHT CLAREMONT INC.; KNIGHT SACRAMENTO AC INC.; KNIGHT SACRAMENTO AU INC.; KNIGHT SACRAMENTO CD INC.; KNIGHT SACRAMENTO SU INC.; KNIGHT SACRAMENTO V INC.; and NGP MOTORS, INC. are California corporations. Together, they are one of the largest automobile dealer groups in the country, operating eight (8) locations in California. Upon information and belief, KNIGHT GROUP maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Fontana, California, and Los Angeles, California, for all non-exempt, hourly paid employees working for KNIGHT GROUP in California, including Mr. Safi and other aggrieved employees. At all relevant times, KNIGHT GROUP issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Safi and other aggrieved employees, regardless of their location or position.

Upon information and belief, KNIGHT GROUP maintains a centralized Payroll department at its corporate headquarters in Fontana, California, and Los Angeles, California, which processes payroll for all non-exempt, hourly paid employees working for KNIGHT GROUP in California, including Mr. Safi and other aggrieved employees. Further, KNIGHT GROUP issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees in California, including

¹ These facts, theories, and claims are based on Mr. Safi's experience and counsel's review of those records currently available relating to Mr. Safi'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, Mr. Safi reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

Mr. Safi and other aggrieved employees, irrespective of their location, position, or manner in which each employee's employment ended. In other words, KNIGHT GROUP utilized the same methods and formulas when calculating wages due to Mr. Safi and other aggrieved employees in California.

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

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

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

First, during the relevant time period, on information and belief, KNIGHT GROUP had, and continues to have, a company-wide policy and/or practice of discouraging and impeding Mr. Safi and other aggrieved employees from recording hours worked that were outside of their scheduled shifts in order to limit the amount of overtime employees could accrue. This policy of limiting overtime, led Mr. Safi and other aggrieved employees to work off-the-clock outside of their scheduled shift times. For example, at least once per month, Mr. Safi and other aggrieved employees were required to attend meetings after their shifts, which would take approximately one (1) hour. KNIGHT GROUP's management explicitly told Mr. Safi and other aggrieved employees to clock out at the end of their shifts and attend these meeting off-the-clock. As a further example, Mr. Safi and other aggrieved employees were required to complete online training modules about vehicle functions and compositions. Mr. Safi completed this training at home and off the clock because he had no means of recording this time spent working. Thus, KNIGHT GROUP failed to track all of the time that employees spent performing work-related tasks outside of their shifts, and Mr. Safi and other aggrieved employees received no compensation for this time.

Second, KNIGHT GROUP had, and continues to have, company-wide policies and/or practices of understaffing its locations while assigning heavy workloads, including pressuring employees to meet service quotas. KNIGHT GROUP's policies and/or practices resulted in a failure to provide Mr. Safi and other aggrieved employees with adequate meal period coverage, and thus, Mr. Safi and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. KNIGHT GROUP also had a practice of failing to adhere to a schedule for meal periods, which further caused Mr. Safi and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, Mr. Safi sometimes worked straight through his meal periods to continue his job duties or had his meal periods interrupted, due to the lack of coverage and heavy workload. KNIGHT GROUP did not compensate Mr. Safi and other aggrieved employees for the time they spent working off the clock during unpaid meal periods.

Third, KNIGHT GROUP had, and continues to have, a policy and/or practice of requiring that Mr. Safi and other aggrieved employees carry a company-issued radio and respond to it at all times, including during meal periods. For example, Mr. Safi would regularly have his meal periods interrupted because he was required to answer calls from KNIGHT GROUP's management. Thus, Mr. Safi and other aggrieved employees worked through meal periods and/or had them interrupted to handle their assigned workloads and responsibilities, and KNIGHT GROUP did not pay Mr. Safi and other aggrieved employees for the time they continued to perform tasks during meal periods.

Fourth, because KNIGHT GROUP frowned upon employees accruing meal period premiums, KNIGHT GROUP's management pressured employees to clock out for meal periods and/or adjusted their time records to reflect compliant meal periods, regardless of whether they had received a compliant meal period or not. In addition, KNIGHT GROUP's company-wide timekeeping system prevented Mr. Safi and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Mr. Safi and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period until 30 minutes had elapsed. Thus, KNIGHT GROUP's timekeeping system further prevented Mr. Safi and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted.

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

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

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

KNIGHT GROUP's failure to pay Mr. Safi and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Mr. Safi and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring KNIGHT GROUP into compliance with the applicable IWC Wage Order and Labor Code sections 510 and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

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

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

As set forth above, as a result of KNIGHT GROUP's policy of limiting the amount of overtime employees could accrue, KNIGHT GROUP required Mr. Safi and other aggrieved employees to perform work off-the-clock after their scheduled shifts such as attending meetings and completing online training modules.

As also stated, due to KNIGHT GROUP's policies and/or practices of understaffing its dealerships while assigning heavy workloads, including pressuring employees to meet service quotas, and failing to adhere to a schedule for meal periods, Mr. Safi and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock during meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods. Moreover, as also stated, KNIGHT GROUP had a company-wide policy and/or practice of requiring that Mr. Safi and other aggrieved employees carry a company-issued radio to respond to requests at all times, including during meal periods.

Furthermore, as stated, in order to prevent employees from accruing meal period premiums, upon information and belief, KNIGHT GROUP's managers pressured Mr. Safi and other aggrieved employees to clock out for meal periods and/or adjusted employee time records to reflect compliant meal periods, even when meal periods were missed, short, and/or interrupted. In addition, as stated, KNIGHT GROUP's company-wide timekeeping system prevented Mr. Safi and other aggrieved employees from entering time worked during meal periods because the system locked out Mr. Safi and other aggrieved employees for a full 30 minutes. Thus, KNIGHT GROUP failed to pay Mr. Safi and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

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

Accordingly, KNIGHT GROUP regularly failed to pay at least minimum wages to Mr. Safi and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Mr. Safi and other aggrieved employees are entitled to

recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring KNIGHT GROUP into compliance with the applicable IWC Wage Order and Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (k).

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

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

As stated, KNIGHT GROUP had, and continues to have, company-wide policies and/or practices of understaffing while assigning heavy workloads, including pressuring employees to meet service quotas, which has resulted in a lack of meal period coverage and prevented Mr. Safi and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. Further, as stated, KNIGHT GROUP had a company-wide practice and/or policy of failing to adhere to a schedule for meal periods, which further caused Mr. Safi and other aggrieved employees to not be relieved of their duties for compliant meal periods. Moreover, as stated, KNIGHT GROUP had a company-wide policy and/or practice of requiring that Mr. Safi and other aggrieved employees carry a company-issued radio to respond to requests at all times, including during meal periods.

As a result, Mr. Safi 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, as stated, Mr. Safi sometimes worked straight through his meal periods to complete his assigned tasks. As also stated, Mr. Safi would regularly have his meal periods interrupted by customers needing assistance and calls from KNIGHT GROUP on his company-issued radio regarding work-related issues. Further, Mr. Safi took his meal periods late, after the fifth hour of work, approximately three times per week.

Additionally, as stated, on information and belief, because KNIGHT GROUP frowned upon employees accruing meal period premiums, KNIGHT GROUP's management pressured Mr. Safi and other aggrieved employees to clock out for meal periods and/or adjusted employee time records to reflect compliant meal periods, even when they did not receive a compliant meal period. Moreover, as stated, KNIGHT GROUP's company-wide timekeeping system prevented Mr. Safi and other aggrieved employees from recording when their meal periods were shortened or interrupted, because the system locked out Mr. Safi and other aggrieved employees once they clocked out for a meal

period, and would not permit them to clock back in from a meal period before 30 minutes had elapsed.

Further, KNIGHT GROUP did not provide Mr. Safi and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. During his employment, Mr. Safi worked shifts in excess of ten (10) or more hours per day but was not provided a second 30-minute meal period. Mr. Safi 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, KNIGHT GROUP knew or should have known that, as a result of these policies, Mr. Safi and other aggrieved employees were prevented from being relieved of all duties and required to perform some of their assigned duties during meal periods. KNIGHT GROUP further knew or should have known that KNIGHT GROUP did not pay Mr. Safi and other aggrieved employees meal period premiums when meal periods were missed, shortened, interrupted, and/or late.

Furthermore, KNIGHT GROUP 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, Mr. Safi and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods. Alternatively, to the extent that KNIGHT GROUP did pay Mr. Safi and other aggrieved employees premium pay for missed, late, and interrupted meal periods, KNIGHT GROUP did not pay Mr. Safi and other aggrieved employees at the correct rate of pay for premiums because KNIGHT GROUP systematically failed to include all forms of compensation, such as commissions, incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, KNIGHT GROUP failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Safi and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring KNIGHT GROUP 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, KNIGHT GROUP regularly failed to authorize and permit Mr. Safi 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, KNIGHT GROUP’s company-wide practices, including understaffing and assigning heavy workloads, and its requirement that employees carry a company-issued radio at all times, including during rest periods, prevented Mr. Safi and other aggrieved employees from being relieved of all duty to take rest periods. Additionally, KNIGHT GROUP failed to schedule rest periods, which, coupled with KNIGHT GROUP’s failure to provide adequate rest period coverage, further led to Mr. Safi and other aggrieved employees not being authorized and permitted to take rest periods.

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

As a result of KNIGHT GROUP’s practices and policies, Mr. Safi 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 rest periods to which they were entitled. For example, throughout much of his employment, Mr. Safi had to forgo his rest periods entirely. Towards the end of his employment, when Mr. Safi started taking his periods, they were interrupted by customers or KNIGHT GROUP calling Mr. Safi on his company-issued radio to discuss work-related matters.

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

Accordingly, KNIGHT GROUP failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Safi and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring KNIGHT GROUP 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. 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, KNIGHT GROUP has knowingly and intentionally provided Mr. Safi and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, KNIGHT GROUP issued uniform wage statements to Mr. Safi and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, meal and rest period premiums, and/or paid sick leave, and the corresponding number of hours worked at each hourly rate. Specifically, KNIGHT GROUP violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because KNIGHT GROUP did not record the time Mr. Safi and other aggrieved employees spent working off-the-clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), KNIGHT GROUP did not list the correct amount of gross wages and net wages earned by Mr. Safi and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, KNIGHT GROUP failed to accurately list the total number of hours worked by Mr. Safi and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

Additionally, because KNIGHT GROUP did not calculate Mr. Safi's and other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages and/or meal and rest period premiums, KNIGHT GROUP did not list the correct amount of gross wages in compliance with section 226(a)(1). For the same reason, KNIGHT GROUP also failed to list the correct amount of net wages in violation of section 226(a)(5). KNIGHT GROUP also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct rates of pay for overtime wages and/or meal and rest period premiums, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

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

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

Because KNIGHT GROUP failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. Safi 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, Mr. Safi 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.

Mr. Safi and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring KNIGHT GROUP 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, KNIGHT GROUP failed to pay Mr. Safi and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within any time period specified by California Labor Code section 204.

Mr. Safi and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring KNIGHT GROUP 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.

On information and belief, KNIGHT GROUP has a company-wide practice or policy of paying departing employees their final wages on the next regular pay cycle, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202. For example, Mr. Safi was terminated on March 15, 2024; however, he did not receive his final pay until a few days later. Thus, KNIGHT GROUP failed to pay Mr. Safi and other aggrieved employees their final wages immediately, in violation of California Labor Code section 201.

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

Mr. Safi and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring KNIGHT GROUP 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 § 450 – Compelling Patronization

Labor Code section 450 provides that an employer may not "compel or coerce any employee, or applicant for employment, to patronize his or her employer, or any other person, in the purchase of anything of value." An employer violates section 450 by forcing an employee to patronize the employer's business in the purchase of a company-provided good.

During the relevant time period, KNIGHT GROUP had a company-wide policy of not providing all necessary uniform items to Mr. Safi and other aggrieved employees. For example, during his

employment, Mr. Safi was scheduled to work outside, sometimes in the cold temperatures, but was not provided a uniform jacket to wear and keep warm. KNIGHT GROUP informed Mr. Safi and other aggrieved employees that any jackets they wore for their shifts were required to have the company logo on them. As a result, Mr. Safi spent approximately \$65 to purchase a jacket and a beanie hat from KNIGHT GROUP with a “Ford” logo on them to wear to work during colder months. Thus, KNIGHT GROUP failed to provide necessary uniform items to employees forcing employees to purchase additional uniform items.

KNIGHT GROUP’s conduct of compelling and/or coercing Mr. Safi and other aggrieved employees to purchase goods from them is in violation of California Labor Code section 450. Mr. Safi and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring KNIGHT GROUP into compliance with Labor Code section 450, pursuant to Labor Code sections 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.” IWC Wage Order No. 7-2001 further provides that: “[w]hen uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer.”

First, during the relevant time period, KNIGHT GROUP, on a company-wide basis, required Mr. Safi and other aggrieved employees to use their 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 and/or mobile data expenses. For example, Mr. Safi was required to download the “MyKaarma” mobile application to communicate with customers regarding the status of their vehicles. Mr. Safi regularly used his mobile data to utilize the aforementioned mobile application. Mr. Safi and other aggrieved employees were not compensated for the cost of the mobile data used to download and access the application. Further, Mr. Safi used his personal mobile device to make work-related phone calls to set up repairs with automobile body shops and to check on status of repairs. Finally, Mr. Safi used his personal cellular phone to take photos of vehicles to document repairs or damages for record keeping. Although KNIGHT GROUP required Mr. Safi and other aggrieved employees to use their personal mobile devices and mobile data to carry out their work-related duties, KNIGHT GROUP failed to fully reimburse them for their costs incurred.

Second, during the relevant time period, KNIGHT GROUP required Mr. Safi and other aggrieved employees to purchase supplies and equipment necessary for the performance of their duties, but failed to reimburse them for their out-of-pocket costs. For example, Mr. Safi spent about \$100 on pens, markers, highlighters, and sticky notes; \$20 on a fan needed for use outside during the summer months; and \$30 on a heater for use during the winter because KNIGHT GROUP failed to provide

employees with sufficient tools and equipment to operate properly and/or meet management's expectations. As a result, Mr. Safi was required to purchase his own tools and equipment in order to complete his daily tasks. Although KNIGHT GROUP required Mr. Safi and other aggrieved employees to purchase supplies and equipment to carry out their work-related responsibilities, KNIGHT GROUP failed to reimburse them for their out-of-pocket costs to purchase necessary supplies and equipment.

Third, during the relevant time period, KNIGHT GROUP required Mr. Safi and other aggrieved employees to wear uniform shirts bearing the "Ford" company logo. However, KNIGHT GROUP only provided Mr. Safi with two (2) shirts at the time of hire. As stated, Mr. Safi and other aggrieved employees sometimes worked outdoors in cold temperatures, but KNIGHT GROUP only permitted them to wear clothing with company logo. As a result, Mr. Safi spent approximately \$65 to purchase a jacket and beanie hat that were permissible to wear while on duty, but was not reimbursed for his costs. Moreover, because KNIGHT GROUP failed to provide their employees with an adequate number of uniform shirts in relation to their scheduled shifts and for the tasks they were required to perform, Mr. Safi and other aggrieved employees were required to wash their uniform items more frequently than other clothing and/or separately from their regular clothing, thus incurring additional laundry expenses for the upkeep of their uniforms. Thus, KNIGHT GROUP failed to provide and maintain uniforms they required Mr. Safi and other aggrieved employees to wear during their shifts and forced them to incur the costs of purchasing and maintaining employee uniforms.

KNIGHT GROUP could have provided Mr. Safi and other aggrieved employees with the actual equipment for use on the job, such as company mobile devices, supplies and equipment, and adequate uniform items, as well as access to laundering services; or KNIGHT GROUP could have reimbursed employees for the costs of their mobile device usage, supply expenses, uniform purchases, and laundering expenses or provided a uniform maintenance allowance. Instead, KNIGHT GROUP passed these operating costs off onto Mr. Safi and other aggrieved employees.

Thus, KNIGHT GROUP 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. Mr. Safi and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring KNIGHT GROUP 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." KNIGHT GROUP, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Safi's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Mr. Safi seeks the remedies set forth in Labor Code section 558 for himself, 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, Mr. Safi acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for himself, all other aggrieved employees, and the State of California against KNIGHT GROUP for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 450, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

Therefore, on behalf of all aggrieved employees, Mr. Safi 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 Mr. Safi's reasonable attempt to settle his dispute with KNIGHT GROUP prior to litigation. Pursuant to *Graham v. Daimler Chrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to inform KNIGHT GROUP of Mr. Safi's aforementioned grievances and the proposed remedies as detailed below, while affording KNIGHT GROUP a reasonable opportunity to satisfy Mr. Safi's demands.

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

1. KNIGHT GROUP shall pay Mr. Safi and all other aggrieved employees employed by KNIGHT GROUP at any time during the past three years from the date of this notice unpaid wages and compensation for the above-referenced violations.
2. KNIGHT GROUP shall comply with all California labor laws and ensure that its non-exempt employees are paid overtime wages and minimum wages for all hours worked and provided lawful meal and rest periods.
3. KNIGHT GROUP shall conduct a survey or interview all current and former aggrieved employees in California who worked for KNIGHT GROUP in the past three years to obtain information from them regarding the above-referenced violations, including, but not limited to: the number of meal periods which were not provided; the number of rest periods which were not authorized and permitted; and the number of employees who were required to pay for mobile device expenses; supply and equipment expenses; uniform purchases; uniform maintenance; or other expenditures in the discharge of their duties, with the investigation to be completed within 60 days.
4. KNIGHT GROUP shall pay Mr. Safi 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. KNIGHT GROUP also shall pay Mr. Safi 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.
5. KNIGHT GROUP shall properly calculate aggrieved employees' rates of pay for overtime and/or meal and rest period premiums based on all remuneration paid, pursuant to Labor Code sections 226.7 and 510.

6. KNIGHT GROUP shall reimburse Mr. Safi and all aggrieved employees who were required to pay for any business expenses incurred for KNIGHT GROUP's benefit, including, but not limited to, costs of mobile device usage, supplies and equipment, and/or uniform purchase and maintenance, as required by Labor Code section 2802.
7. KNIGHT GROUP shall pay accrued legal interest to Mr. Safi and all aggrieved employees at the rate of 10% per annum for said unpaid wages.
8. KNIGHT GROUP shall provide Mr. Safi and all aggrieved employees employed by KNIGHT GROUP 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).
9. KNIGHT GROUP shall reimburse Mr. Safi and all aggrieved employees for their costs and expenses incurred as a result of KNIGHT GROUP's conduct of compelling and/or coercing Mr. Safi and other aggrieved employees to purchase goods, services, or anything of value, in violation of California Labor Code section 450.
10. KNIGHT GROUP shall pay waiting time penalties, equal to 30 days of pay, to each former aggrieved employee who was not paid all wages due as described herein.
11. KNIGHT GROUP 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, 1197.1, and 2699, and Wage Order No. 7-2001, section 20.

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

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

Best Regards,



Ninel Kocharyan

Copy: KNIGHT SUNRISE HOLLYWOOD LLC (via U.S. Certified Mail); KNIGHT SUNRISE FONTANA LLC (via U.S. Certified Mail); KNIGHT CLAREMONT INC. (via U.S. Certified Mail); KNIGHT SACRAMENTO AC INC. (via U.S. Certified Mail); KNIGHT SACRAMENTO AU INC. (via U.S. Certified Mail); KNIGHT SACRAMENTO CD INC. (via U.S. Certified Mail); KNIGHT SACRAMENTO SU INC. (via U.S. Certified Mail); KNIGHT SACRAMENTO V INC. (via U.S. Certified Mail); NGP MOTORS, INC. (via U.S. Certified Mail)

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

7022 2410 0000 2265 0274



KNIGHT SUNRISE
HOLLYWOOD LLC
5500 LANKERSHIM BLVD.
LOS ANGELES, CA 91601

7022 2410 0000 2265 0274

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KNIGHT SUNRISE
HOLLYWOOD LLC
5500 LANKERSHIM BLVD.
LOS ANGELES, CA 91601

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KNIGHT SUNRISE
HOLLYWOOD LLC
5500 LANKERSHIM BLVD.
LOS ANGELES, CA 91601



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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

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

7022 2430 0000 2265 0281

KNIGHT SUNRISE
FONTANA LLC
16005 VALLEY BLVD.
FONTANA, CA 92335

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 malpractice.

**KNIGHT SUNRISE
FONTANA LLC
16005 VALLEY BLVD.
FONTANA, CA 92335**

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

☐ Agent
☐ Address

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

Service Type
Adult Signature

Adult Signature _____

Adult Signature

Continued Mail to

Collect on Delta

Insured Mail

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

Restricted Delivery

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 49710

**KNIGHT SUNRISE
FONTANA LLC
16005 VALLEY BLVD
FONTANA, CA 92335**

For more information, visit www.hugoboss.com

THE UNIVERSITY OF CHICAGO

CERTIFIED MAIL

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KNIGHT CLAREMONT INC.
16005 VALLEY BOULEVARD
FONTANA, CA 92335

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KNIGHT

KNIGHT CLAREMONT INC.
16005 VALLEY BOULEVARD
FONTANA, CA 92335

FS Form 2800a, April 2015 (SI 750-108-0000)

SENDER COMPLETE THIS SECTION

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COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

5. Received by (Printed Name)

☐ Agent
☐ Addressee

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

KNIGHT CLAREMONT INC.
16005 VALLEY BOULEVARD
FONTANA, CA 92335

Service Type

Acute Signature

Adult Signature Restricted Delivery

Certified Mail®

Carried Mail Restricted Delivery

☐ Collect on Delivery

Collect on Delivery Resurgence Deal

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

Delivery
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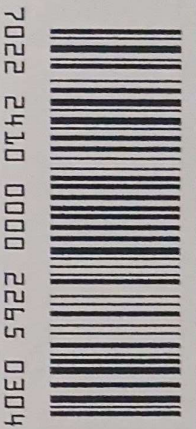
Journal of

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

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



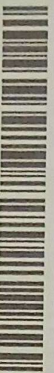
7022 2410 0000 2265 0304

KNIGHT SACRAMENTO AC INC.
16005 VALLEY BOULEVARD
FONTANA, CA 92335

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KNIGHT SACRAMENTO AC INC.
16005 VALLEY BOULEVARD
FONTANA, CA 92335



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A. Signature

X

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

3. Service Type

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

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Certified Mail Fee

3.00

Extra Services & Fees (attach box, add line as appropriate)

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FONTANA, CA 92335

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



7022 2410 0000 2265 0311

KNIGHT SACRAMENTO AU INC.
16005 VALLEY BOULEVARD
FONTANA, CA 92335

7022 2410 0000 2265 0311

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Certified Mail Fee \$
Certified Mail Return Receipt Fee \$
Signature Confirmation Fee \$
Registered Mail Fee \$
Signature Confirmation Fee \$
Registered Mail Fee \$
Signature Confirmation Fee \$
Registered Mail Fee \$

KNIGHT SACRAMENTO AU INC.
16005 VALLEY BOULEVARD
FONTANA, CA 92335

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KNIGHT SACRAMENTO AU INC.
16005 VALLEY BOULEVARD
FONTANA, CA 92335



2. ~~7022 2410 0000 2265 0311~~

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent
X ☐ 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

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

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

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KNIGHT SACRAMENTO CD INC.
16005 VALLEY BOULEVARD
FONTANA, CA 92335

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- Attach this card to the back of the mailpiece.

KNIGHT SACRAMENTO CD INC.
16005 VALLEY BOULEVARD
FONTANA, CA 92335



2 A-8500-8800-7-0000-2265-0267

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COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ 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®
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- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Mail Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
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Extra Services & Fees (check box, add fee as appropriate)
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Postmark SAF1V, KN 4645

KNIGHT SACRAMENTO CD INC.
16005 VALLEY BOULEVARD
FONTANA, CA 92335

PS Form 3800, April 2015 PSN 7530-02-000-9054 See Reverse for Instructions

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KNIGHT SACRAMENTO SU INC
16005 VALLEY BOULEVARD
FONTANA, CA 92335

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KNIGHT SACRAMENTO SU INC
16005 VALLEY BOULEVARD
FONTANA, CA 92335

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

C. Date of Delivery

☐ Yes ☐ No

D. Is delivery address different from Item 1?

☐ Yes ☐ No

If YES, enter delivery address below:

No.

Service Type

Adult Signature
Adult Signature Restricted Delivery

☐ Certified Mail
☐ Certified Mail Restricted Delivery

☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery

Restricted Delivery

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

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

☐ Return Product Information to:

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Kubert

KNIGHT SACRAMENTO SU INC.
16005 VALLEY BOULEVARD
FONTANA, CA 92335

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7022 2410 0000 2265 0243

KNIGHT SACRAMENTO V INC
16005 VALLEY BOULEVARD
FONTANA, CA 92335

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- Attach this card to the back of the mailpiece.

KNIGHT SACRAMENTO V INC.
16005 VALLEY BOULEVARD
FONTANA, CA 92335

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (*Printed Name*)

C. Date of Delivery

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

Service Type
Adult Signature

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted®

 Certified Mail®

☐ Signature Confirmation™

☐ Collect on Delivery

☐ Signature Confirmation
Restricted Delivery

☐ Insured Mail

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Domestic Return Receipt

7022 2410 0000 2265 0243

**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)

☐ **recepiti (elettronici)**

5

Positioning

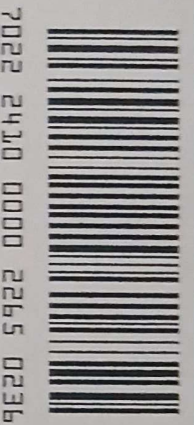
KNIGHT SACRAMENTO V INC.

16005 VALLEY BOULEVARD
FONTANA, CA 92335

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

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



7022 2410 0000 2265 0236

NGP MOTORS, INC.
5500 LANKERSHIM BLVD
N HOLLYWOOD, CA 91601

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 envelope.

NGP MOTORS, INC.
5500 LANKERSHIM BLVD
N HOLLYWOOD, CA 91601



2. Airmail 7022 2410 0000 2265 0236

7022 2410 0000 2265 0236

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

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

Domestic Return Receipt

7022 2410 0000 2265 0236

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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) \$
☐ Signature Confirmation (electronic) \$

Postmark

NGP MOTORS, INC.
5500 LANKERSHIM BLVD
N HOLLYWOOD, CA 91601

PS Form 3800, April 2015 PSN 7530-02-000-9057