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August 10, 2022

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94162

Nathan Don Clarke
Desert Auto Group V LLC
580 Auto Park Dr
Chula Vista CA 91911

Re: Christopher Kao-Keppel v. Desert Auto Group V LLC and
Nathan Don Clarke

Dear PAGA Administrator

This office represents Christopher Kao-Keppel (Claimant) in connection with his claims under the California Labor Code. Claimant was an employee of Desert Auto Group V LLC., ("Respondents").

Claimant intends to seek civil penalties, attorney's fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") against all Respondents. Claimant seeks relief on behalf of himself, the State of California, and other persons who were employed by Respondents in California as a nonexempt, hourly-paid employee ("aggrieved employees") who suffered one or more Labor Code violations. This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

Respondents employed Claimant from approximately January 19, 2022 to approximately June 27th, 2022 as a finance worker at their car dealership in Chula Vista California. Claimant typically worked in excess of 8 hours per day and in excess of 40 hours per week. Claimant was classified as exempt by Respondents.

Respondents' Company-Wide and Uniform Payroll and HR Practices

Respondents own and operate at least one car dealership in San Diego County known as Chula Vista Kia. Respondents are the owners, officers, and managing agents of

LWDA

HAO-KEPPEL V. DAG

AUGUST 10, 2022

PAGE 2 OF 14

Desert Auto Group V LLC. As the owners and officers, they oversee the day to day operations of the corporate entity and are personally responsible for the violations referenced herein. They are therefore sued under California Labor Code sections 558 and 558.1. Upon information and belief, Respondents maintain a centralized Human Resources (HR) department, for all exempt, non-exempt, hourly-paid employees working for Respondents at their various locations in California, including Claimant and other aggrieved employees. At all relevant times, Respondents issued and maintained uniform, standardized practices and procedures for all non-exempt, hourly-paid employees in California, including Claimant and other aggrieved employees, regardless of their location or position.

Upon information and belief, Respondents maintain a centralized Payroll department at their corporate headquarters which processes payroll for all non-exempt hourly paid employees working for Respondents at their various location in California, including Claimant and other aggrieved employees. Further, Respondents issue the same uniform and formatted wage statements to all nonexempt, hourly employees in California, irrespective of their duties, location, position, or manner in which each employee's employment ended. Respondents' centralized Payroll Department processed payroll for non-exempt, hourly paid employees in the same manner throughout California. In other words, Respondents utilized the same methods and formulas when calculating wages due to Claimant and other aggrieved employees in California.

Facts Supporting All Claims:

Respondents required, suffered or permitted Claimant and other aggrieved employees to perform work off the clock for which they were not paid. Specifically, Claimant and other aggrieved employees performed work before, during, and after their scheduled shifts by receiving and responding to e-mails, voicemails and telephone calls from managers, customers, salespeople, DMV, credit reporting agencies, other dealerships and other co-workers. Claimant and the other aggrieved employees were not paid for all hours they worked for Respondents. Furthermore, Respondents engaged in timecard manipulation by changing the number of "hours worked" by employees, such as by changing the hours of the day they worked or by failing to accurately record the number of hours worked by all employees as required by law. Furthermore, at multiple pay periods, Respondents committed one or more of the following violations of the Labor Code as set forth below.

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission (IWC) Wage Order require employers to pay an employee working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 1/2) 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 an employee 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 non-discretionary bonuses and incentive pay.

Respondents willfully failed to pay all overtime wages owed to Claimant and other aggrieved employees. During the relevant time period Claimant 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. Respondents have, on a company-wide basis, failed to provide adequate recovery periods and meal break coverage to allow employees to take compliant meal periods. Instead, Respondents engage in a practice of impeding and preventing employees from taking meal periods by understaffing its dealership such that there is no one available to cover the job assignments for employees needing to take meal breaks. Respondents also discouraged and impeded Claimant and other aggrieved employees from taking meal periods by, on a company-wide basis, failing to schedule meal periods for them. As a result of Respondents' company-wide failure to schedule meal periods and provide adequate break coverage, Claimant and other aggrieved employees were rarely, if ever, permitted and authorized to take timely, uninterrupted 30-minute meal periods during shifts in which they were entitled to receive meal periods.

Claimant and all aggrieved employees worked shifts in excess of five (5) hours, and occasionally more than six (6) hours, without being relieved of their duties to take a meal period. At times, Claimant and all aggrieved employees could not leave for a meal period because they had no one who was available to take over their duties. As a result, Claimants had to 'eat on the run' or skip meal periods altogether. Claimant and all aggrieved employees were also prevented from taking meal periods within the first five (5) hours of the start of their shifts due to Respondents' failure to provide adequate meal break coverage.

Meal breaks were seldom permitted, and those that were permitted, were late, short, and/or interrupted. As a result of Respondents' scheduling practices and/or policies,

LWDA

HAO-KEPPEL V. DAG

AUGUST 10, 2022

PAGE 4 OF 14

Claimants and other aggrieved employees routinely missed meal periods, had their meal periods interrupted by work or had to take late meal periods. Respondents also systematically, and on a company-wide basis, did not schedule second meal periods and had no policy for permitting and authorizing other aggrieved employees to take second 30-minute meal periods on days that they worked in excess of 10 hours in one day. During the relevant time period, Claimant worked shifts in excess of 10 hours and did not receive a second 30-minute meal period.

Other aggrieved employees also worked in excess of 10 hours per day, but did not receive a second uninterrupted 30-minute meal period on those days. Claimants and/or other aggrieved employees did not sign valid meal break waivers on days that they were entitled to meal periods but were not relieved of all duties.

Respondents knew or should have known that as a result of these company-wide practices, Claimants and other aggrieved employees were tending to duties during their meal periods, and thereby performing work for which they were not paid. Respondents also knew, or should have known, that it did not compensate Claimant and other aggrieved employees for this off-the-clock work. Because other aggrieved employees regularly worked shifts of eight (8) hours a day or more or forty (40) hours a week or more, some of this off-the-clock work performed during unpaid meal periods qualified for overtime premium pay. Claimants occasionally worked shifts of over eight (8) hours a day as well.

Therefore, Claimants and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked. Respondents' failure to pay Claimants 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.

Furthermore, Respondents did not pay other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, Respondents paid other aggrieved employees incentive pay and/or non-discretionary bonuses. However, in violation of the California Labor Code Respondents failed to incorporate all remunerations, including incentive pay and/or non-discretionary bonuses into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when Claimant and other aggrieved employees worked overtime and received incentive pay and/or non-discretionary bonuses, Respondents failed to pay all overtime wages by paying a lower overtime rate than required.

Claimant and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558, 1194, and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 1194, 1197, 1197.1, 1198

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.

As set forth above, due to Respondents' company-wide failure to schedule meal periods and provide adequate meal break coverage, Claimant and other aggrieved employees were forced to forego meal periods and/or have their meal periods interrupted by work, and were not relieved of all duties for unpaid meal periods, in order to complete their assignments. As stated, Respondents required Claimants and other aggrieved employees to work during their 30-minute unpaid meal periods due to Respondents' systemic and company-wide failure to schedule meal periods for their employees. Respondents did not pay at least minimum wages for off the clock work, even though they were aware the work was being performed at Respondents' behest. Claimant and other aggrieved employees worked through what qualified for overtime premium payment. To the extent that these off-the-clock hours did not qualify for overtime premium payments, Respondents 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.

Claimant and other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1194, 1194.5, et seq. and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 512(a), and 1198

California Labor Code sections 226.7, 512(a) and 1198 and the applicable IWC Wage Order require employers to provide recovery periods, meal and rest breaks 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

LWDA

HAO-KEPPEL v. DAG

AUGUST 10, 2022

PAGE 6 OF 14

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 (Cal. 2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal break 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.

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 1/2) hours.

As mentioned above, Respondents' company-wide failure to schedule meal periods and failure to provide adequate meal break coverage prevented Claimants and other aggrieved employees from taking compliant meal periods. So too, Respondents failed to permit rest and recovery periods of all aggrieved employees. Oftentimes the dealership lot was so hot that employees needed recovery periods to drink water and cool off. As a result of these practices and/or policies, Claimants and other aggrieved employees were frequently required to continue to perform their duties without being able to take timely, compliant meal periods. Additionally, Respondents discouraged and impeded Claimants and other aggrieved employees from taking compliant breaks by requiring them to provide uninterrupted service without providing them with meal break coverage. Further, Respondents has no policy for scheduling second meal periods and had no policy for permitting and authorizing other aggrieved employees to take second 30-minute meal periods on days that they worked in excess of 10 hours in one day. Claimant and other aggrieved employees did not receive second 30-minute meal periods on days that they worked in excess of 10 hours in one day. Respondents also often asked its employees to continue working and placed unreasonably high work product expectations on its employees, thereby further discouraging and preventing them from taking timely, uninterrupted meal periods to which they were entitled. Claimant and other aggrieved employees did not sign valid meal break waivers on days that they were entitled to meal periods and were not relieved of all duties.

At all times herein mentioned, Respondents knew or should have known that as a result of these policies, Claimant and other aggrieved employees were prevented from being relieved of all duties and required to perform some of their assigned duties during meal periods and that Respondents did not pay other aggrieved employees meal period premium wages when they were interrupted. As a result, Claimant and other aggrieved employees had to work through part or all of their meal periods, have their meal periods interrupted, and/or wait extended periods of time before taking meal periods. For example, Claimant and other aggrieved employees were sometimes made to work over five (5) hours straight before Respondents permitted and authorized them to take their meal periods.

As with meal periods, Respondents' scheduling policies and practices, or lack thereof, prevented Claimant and other aggrieved employees from being relieved of all duty in order to take compliant rest periods. Respondents similarly failed to schedule recovery and rest periods for Claimant and other aggrieved employees on a company-wide basis. Respondents' management would request that employees refrain from taking rest breaks in order to provide timely service to all customers. As a result, Claimant would sometimes work shifts in excess of 3.5 hours and in excess of 6 hours without receiving all uninterrupted ten (10) minute rest and recovery periods to which they were entitled. Other aggrieved employees would sometimes work shifts in excess of 10 hours without receiving all uninterrupted ten (10) minute rest and recovery periods to which they were entitled.

Respondents have also engaged in a company-wide practice and/or policy of not paying meal and rest period premiums owed when compliant meal and rest periods are not provided. Because of this practice and/or policy, Claimants and other aggrieved employees have not received premium pay for missed meal and/or rest periods. Alternatively, to the extent that Respondents did pay meal and/or rest period premium wages to other aggrieved employees, it did so at the incorrect rates. Because Respondents did not properly calculate other aggrieved employees' regular rates of pay by including all remunerations, such as non-discretionary bonuses and/or incentive pay, any premiums paid for meal or rest period violations were also paid at an incorrect rate and resulted in an underpayment of meal and/or rest period premium wages.

Accordingly, Respondents failed to provide all meal and rest periods in violation of California Labor Code sections 226.7, 512, and 1198. Claimant and other aggrieved employees are therefore entitled to penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and 2699(t)-(g).

Violation of California Labor Code §§ 226(a), 1174(d) and 1198

LWDA

HAO-KEPPEL V. DAG

AUGUST 10, 2022

PAGE 8 OF 14

California Labor Code section 226(a), 1174(d) and 1198 requires employers to make, keep and provide true, accurate, and complete employment records. Respondents failed to do all of the foregoing for each and every employee, each and every pay period.

Respondents have not provided Claimant 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 wages statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50.00 for the initial pay period in which a violation occurs and \$100 per employee for each violation in any 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, Respondents knowingly and intentionally provided Claimants and other aggrieved employees with uniform, incomplete, and inaccurate wage statements.

Specifically, Respondents violated sections 226(a)(1), and 226(a)(5). Because Respondents deducted time from Claimant's and other aggrieved employees' records for off the clock work, and therefore time for which they should have been paid, Respondents did not list the correct amount of gross wages earned by Claimants and other aggrieved employees in compliance with section 226(a)(1). For the same reason, Respondents failed to list the correct amount of net wages earned Claimants and other non-party aggrieved employees in violation of section 226(a)(5).

The wage statement deficiencies include, among other things, failing to list total hours worked by employees; failing to list all applicable hourly rates in effect during the pay period, including overtime rates of pay, and the corresponding number of hours worked at each hourly rate; 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 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; failing to list the inclusive dates of the period for which aggrieved employees were paid; and/or failing to state all hours worked as a result of not recording or stating the hours they worked off-the clock. In addition, Respondents failed to provide other aggrieved employees the option to elect to receive hard copies of their wage

statements at any time and/or failed to provide them with the ability to easily access the information and convert the electronic wage statements into hard copies at no expense to them. Respondents also failed to provide Claimant and other Aggrieved Employees tracking of sick leave accrual and other sick leave information mandated by Labor Code section 246.

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), Respondents willfully failed to maintain accurate payroll records for Claimant 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 Orders. 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, Respondents failed, on a company-wide basis, to keep records of meal period start and stop times for Claimant and other aggrieved employees in violation of section 1198.

Because Respondents failed to provide the accurate number of total hours worked on wage statements, Claimants 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, 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.

Claimant is entitled to recover penalties, attorney's fees, costs, and interest thereon pursuant to Labor Code sections 226(e), 226.3, 1174.5, and/or 2699(a), (t)-(g).

Violation of California. Labor Code § 1198

California Labor Code section 1198 dictates that no employer may employ an employee under conditions of labor that are prohibited by the applicable IWC wage order.

California Labor Code section 1198 further requires that "... the standard conditions of labor fixed by the commission shall be the... standard conditions of labor for employees. The employment of any employee... under conditions of labor prohibited by the order is unlawful."

California Code of Regulations, Title 8, section 11050(5)(A) provides that "[e]ach workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage." Respondents violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(5), because Respondents failed to pay Claimants and other aggrieved employees reporting time pay when they reported to work for their scheduled shift but were put to work for less than half of the regular schedule. Claimants and other aggrieved employees would report to work based on the schedule Respondents provided to them but would either immediately be sent home or would be sent home before having worked half of their scheduled shift because the assignment was slow. When this occurred, Respondents did not pay Claimants and other aggrieved employees for at least half of their scheduled day's work.

For example, during the relevant time period, Claimants and/or other aggrieved employees reported to work for their scheduled shift, but was told to go home shortly after arriving because the assignment was slow and their labor was not needed. Although Claimants and/or aggrieved employees were sent home before working at least half of their scheduled shift, Respondents did not pay them for at least half of their scheduled shift or the required minimum reporting time pay. Accordingly, Claimants and other aggrieved employees were not properly compensated with reporting time pay in violation of California Labor Code section 1198.

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

LWDA

HAO-KEPPEL V. DAG

AUGUST 10, 2022

PAGE 11 OF 14

California Code of Regulations, Title 8, section 11050(4)(C) provides that "When an employee works a split shift, one (1) hour's pay at the minimum wage shall be paid in addition to the minimum wage for that workday, except when the employee resides at the place of employment." California Code of Regulations, Title 8, defines a split shift as "a work schedule, which is interrupted by non-paid nonworking periods established by the employer, other than bona fide rest or meal periods." Respondents violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(4), because Respondents failed to pay Claimant and other aggrieved employees the split shift premium when they returned to work for an additional shift in the same day, after having been clocked out for more than an hour.

For example, Respondents scheduled Claimants and/or other aggrieved employees to work double-shifts that were separated by more than one (1) hour of time but failed to ever pay them one (1) hour's pay at the minimum wage in addition to the minimum wage for that workday. Other aggrieved employees also worked double-shifts separated by more than one (1) hour of time without receiving additional minimum wages from Respondents for working a split-shift. Claimants and other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 204

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, Respondents failed to pay Claimant and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, meal and rest period premium wages, and reporting time pay, within any time period specified by California Labor Code section 204.

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

Violation of California Labor Code § 2810.5(a)(I)(A)-(C)

California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment including wages. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

Respondents failed to provide Claimants and other aggrieved employees written notice that lists all the requisite information set forth in Labor Code section 2810.5(a)(I)(A)-(C). Respondents' failure to provide Claimants and other aggrieved employees with written notice of basic information regarding their employment with Respondents is in violation of Labor Code section 2810.5. Claimants and other aggrieved employees are therefore entitled to recover penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code section 2699(a), (f)-(g).

California Labor Code Section 2802

California Labor Code section 2802 requires employers to reimburse employees for expense they incur in the performance of their duties for the employer. Claimant and the Aggrieved Employees were required to use their cell phones on behalf of the employer. Claimant and the Aggrieved Employees would routinely call other workers, customers, finance agencies and banks, other dealerships and to receive and return calls from the dealership itself. The use of their cell phones was not free to Claimants and the Aggrieved Employees. Respondents failed to reimburse Claimants and other Aggrieved Employees for cell phone expenses, as well as other costs and expenses incurred in the course of their work for Respondents.

LWDA

HAO-KEPPEL V. DAG

AUGUST 10, 2022

PAGE 13 OF 14

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

Violation of California Labor Code §§201, 202, and 203

California Labor Code sections 201, 202, and 203 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.

Respondents willfully failed to pay other aggrieved employees who are no longer employed by Respondents all their earned wages, including, but not limited to, overtime wages, minimum wages, meal and rest period premium wages, accrued personal time off, sick pay, covid pay and reporting time pay, either at the time of discharge, or within seventy-two (72) hours of their leaving Respondents' employ in violation of California Labor Code sections 201, 202, and 203.

The Aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code section 2699(a), (t)-(g).

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages." 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." Respondents, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Claimant's and other aggrieved employees' rights by violating various sections of the California Labor Code.

LWDA

HAO-KEPPEL V. DAG

AUGUST 10, 2022

PAGE 14 OF 14

Accordingly, Claimant seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a) and 2699.3(c), 2699.5 and 558, Claimant, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for herself, all other aggrieved employees, and the State of California against violations of California Labor Code sections 201,202,203,204,221,224, 226(a), 226.7, 351,510,512(a), 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2810.5.

Therefore, on behalf of all aggrieved employees, Claimant seeks all applicable penalties related to these violations of the California Labor Code pursuant to PAGA. Thank you for your attention to this matter. If you have any questions, please contact my office.

Sincerely,

s/Arthur R. Botham, Jr.

Arthur R. Botham, Jr.