

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

September 12, 2025

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Ricardo Ramirez v. Repairsmith, Inc., et al.*

To Whom It May Concern:

Please be advised that this law firm represents Ricardo Ramirez (“Mr. Ramirez”) in claims arising from his employment with Defendants Repairsmith, Inc., a Delaware Corporation; AutoNation, Inc., a Delaware Corporation; Imports On Paseo Del Norte, Inc. d.b.a. AutoNation Subaru Carlsbad, a Delaware Corporation; Country Drive CDJR Motors, Inc. d.b.a. AutoNation Chrysler Dodge Jeep Ram and Fiat Carlsbad, a Delaware Corporation; HYG Country Drive Imports, Inc. d.b.a. AutoNation Hyundai Carlsbad, a Delaware Corporation; Allison Bavarian d.b.a. BMW Of Mountain View, a California Corporation; An Fremont Luxury Imports, Inc. d.b.a. BMW Of Fremont, a Delaware Corporation; An Imports Of Stevens Creek, Inc. d.b.a. Mini Of Stevens Creek, a Delaware Corporation; An Luxury Imports Of San Diego, Inc. d.b.a. BMW Of Carlsbad, a Delaware Corporation; An San Jose Luxury Imports, Inc. d.b.a. AutoNation Volvo Cars San Jose, a California Corporation; An San Jose Luxury Imports, Inc. d.b.a. Mercedes-Benz Of Stevens Creek, a California Corporation; An Valencia Auto Imports, Inc. d.b.a. Mini Of Valencia, a Delaware Corporation; Auto Car, Inc. d.b.a. AutoNation Honda Roseville, a California Corporation; Auto Company XIX, Inc. d.b.a. Porsche Irvine, a Delaware Corporation; Auto Company XXII, Inc. d.b.a. Mercedes-Benz Of San Jose/Smart Center, a Delaware Corporation; Auto Company XXIII, Inc. d.b.a. AutoNation Chrysler Dodge Jeep Ram Valencia, a Delaware Corporation; Auto Mission Ltd. d.b.a. AutoNation Toyota Hayward, a California Corporation; Bargain Rent-A-Car d.b.a. Lexus Of Cerritos, a California Corporation; Buena Park Luxury Imports, Inc. d.b.a. BMW Of Buena Park, a Delaware Corporation; Carwell, LLC d.b.a. Jaguar Land Rover South Bay, a Delaware Corporation; Carwell, LLC d.b.a. Mercedes-Benz Of South Bay, a Delaware Corporation; Costa Mesa Cars, Inc. d.b.a. AutoNation Honda Costa Mesa, a California Corporation; Edgren Motor Company, Inc. d.b.a. AutoNation Honda Fremont, a California Corporation; Fit Kit, Inc. d.b.a. AutoNation Toyota Buena Park, a California Corporation; G.B. Import Sales & Service, LLC d.b.a. AutoNation Volvo Cars South Bay, a Delaware Corporation; House Of Imports, Inc. d.b.a. House Of Imports, a California Corporation; Irvine Imports, Inc. d.b.a. AutoNation Toyota Irvine, a California Corporation; Joe Macpherson Ford d.b.a. AutoNation Ford Tustin, a California Corporation; Joe Macpherson Infiniti d.b.a. AutoNation Infiniti Tustin, a California Corporation; Magic Acquisition Corp. d.b.a.

AutoNation Ford Valencia, a Delaware Corporation; Mr. Wheels, Inc. d.b.a. AutoNation Toyota Cerritos, a California Corporation; Newport Beach Cars, LLC d.b.a. Audi Newport Beach, a Delaware Corporation; Newport Beach Cars, LLC d.b.a. Newport Auto Center, a Delaware Corporation; Newport Beach Cars, LLC d.b.a. Porsche Of Newport Beach, a Delaware Corporation; Newport Beach Cars, LLC d.b.a. Bentley Newport Beach, a Delaware Corporation; Oxnard European Motors, LLC d.b.a. Mercedes-Benz Of Oxnard/Smart Center, a Delaware Corporation; Peyton Cramer Automotive d.b.a. AutoNation Acura South Bay, a California Corporation; Peyton Cramer Ford d.b.a. AutoNation Ford Torrance, a California Corporation; Roseville Motor Corporation d.b.a. AutoNation Chrysler Dodge Jeep Ram Roseville, a California Corporation; Stevens Creek Luxury Imports, Inc. d.b.a. AutoNation Alfa Romeo Stevens Creek, a Delaware Corporation; Stevens Creek Luxury Imports, Inc. d.b.a. AutoNation Maserati Of Stevens Creek, a Delaware Corporation; Stevens Creek Motors, Inc. d.b.a. AutoNation Acura Stevens Creek, a California Corporation; Terry York Motor Cars, Ltd. d.b.a. Jaguar Land Rover Woodland Hills, a California Corporation; Valencia B. Imports, Inc. d.b.a. Valencia BMW, a Delaware Corporation; Valencia H Imports, Inc. d.b.a. AutoNation Honda Valencia, a Delaware Corporation; Vanderbeek Motors, Inc. d.b.a. AutoNation Mazda Roseville, a California Corporation; Vanderbeek Motors, Inc. d.b.a. AutoNation Subaru Roseville, a California Corporation; Vanderbeek Motors, Inc. d.b.a. BMW Of Roseville, a California Corporation; Vince Wiese Chevrolet, Inc. d.b.a. AutoNation Chevrolet Valencia, a Delaware Corporation; Vistacal Luxury Imports, Inc. d.b.a. BMW Of Vista, a Delaware Corporation; Creekside Imports, Inc. d.b.a. AutoNation Hyundai Valencia, a Delaware Corporation; Carcountry VW Imports, Inc. d.b.a. AutoNation Volkswagen Carlsbad, a Delaware Corporation; CarCountry Motors, Inc. d.b.a. AutoNation Mazda Carlsbad, a Delaware Corporation; Vistacal Luxury Imports, Inc. d.b.a. BMW Of Vista, a Delaware Corporation; and Does 1 through 100 (collectively “AutoNation”). Mr. Ramirez is an “aggrieved employee” as defined by Labor Code Section 2698 *et seq.*, due to AutoNation’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code Section 2699.3, which requires aggrieved employees to notify their employer and the Labor & Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, “aggrieved employees” include all of AutoNation’s non-exempt employees who worked in the State of California during the one year immediately preceding the date of this letter through the present.

AutoNation operates as a vertically integrated automotive company managing subsidiary entities in the automotive industry. Mr. Ramirez was employed by AutoNation’s “Mobile Service” department as a non-exempt “Senior Technician”, or similarly titled position, from approximately September 2024 until approximately April 2025. Mr. Ramirez is currently employed by AutoNation as a “Basic Mechanic”, or similarly titled position, since approximately May 2025.

During Mr. Ramirez’s employment with AutoNation, AutoNation failed to pay Mr. Ramirez and other aggrieved employees for all hours worked, including (but not limited to) by requiring and/or permitting employees to work while off-the-clock,

including during their off-duty rest and meal periods. In addition, due to work demands, Mr. Ramirez would frequently continue repairing vehicles and cleaning up after he clocked out of his shift. This has resulted in Mr. Ramirez and other aggrieved employees not being paid all required wages for all hours worked, including all minimum wages and overtime wages. Furthermore, during his employment as a “Basic Mechanic”, due to AutoNation’s unlawful timekeeping policies and practices, Mr. Ramirez and other aggrieved employees were instructed not to punch in or out of their shift. Rather than allowing Mr. Ramirez and other aggrieved employees to punch in and out of their shift or accurately record their time, Mr. Ramirez’s supervisors instructed Mr. Ramirez and other aggrieved employees to upload their scheduled hours via the “Work Day” phone application at the end of the pay period, regardless of when the employees actually started or finished their shift. Due to AutoNation’s timekeeping policies/practices that fail to compensate for all hours worked, Mr. Ramirez and other aggrieved employees were not compensated for all required minimum and overtime wages.

During Mr. Ramirez’s employment with AutoNation, AutoNation failed to provide Mr. Ramirez and other aggrieved employees with all legally compliant meal periods due to AutoNation’s meal period policies/practices, which have frequently resulted in late (commencing after the fifth hour of work), short (less than 30 minutes), and/or missed meal periods. Specifically, Mr. Ramirez and other aggrieved employees were frequently unable to commence their meal periods until after the completion of five hours of work. Mr. Ramirez and other aggrieved employees were also regularly interrupted with work demands during their meal periods. Furthermore, Mr. Ramirez and other aggrieved employees were required to have their work or personal phone on them during their meal periods in order to respond to emergent issues. Upon information and belief, when Mr. Ramirez and other aggrieved employees could not take legally-compliant meal periods due to work demands, Mr. Ramirez’s supervisor instructed Mr. Ramirez and other aggrieved employees to alter their time entries to reflect legally-compliant meal periods. Additionally, although Mr. Ramirez and other aggrieved employees worked shifts in excess of 10.0 hours, AutoNation failed to provide Mr. Ramirez and other aggrieved employees with second meal periods on shifts over 10.0 hours. On those occasions when Mr. Ramirez was not provided with all legally-compliant meal periods to which he was entitled, AutoNation failed to compensate Mr. Ramirez with the required meal period premium(s) for each workday there was a meal period violation as mandated by Labor Code § 226.7. Upon information and belief, AutoNation maintained no mechanism for the payment of meal period premium payments as required by Labor Code § 226.7, in the event that a legally-compliant meal period was not provided to their aggrieved employees.

AutoNation have also failed to authorize and permit all required rest periods for Mr. Ramirez and other aggrieved employees. Specifically, AutoNation have often failed to authorize and permit a 10-minute rest period for every four hours worked or major fraction thereof due to work demands imposed by AutoNation. In addition, Mr. Ramirez and other aggrieved employees’ rest periods were also frequently missed or short due to work demands. Mr. Ramirez was regularly interrupted during his rest periods and required to respond to emergent issues. Furthermore, while Mr. Ramirez was working as

a “Senior Technician” for AutoNation’s “Mobile Service” department, Mr. Ramirez would often commute in a company-provided van from location to location repairing vehicles. As a result of AutoNation’s work demands and lack of on-site restrooms, Mr. Ramirez’s supervisor informed him that his time commuting from location to location was considered his rest period. Mr. Ramirez’s supervisor stated that if Mr. Ramirez needed to take a rest period and use the restroom, to instead urinate and defecate inside a water bottle or bucket. On those occasions when Mr. Ramirez was not authorized and permitted all legally required rest periods to which he was entitled, AutoNation failed to compensate Mr. Ramirez with the required rest period premium for each workday in which he experienced a rest period violation as mandated by Labor Code § 226.7. Upon information and belief, during at least a portion of the relevant time period, AutoNation maintained no payroll code for paying rest period premiums under Labor Code § 226.7.

AutoNation also failed to adequately reimburse Mr. Ramirez and other aggrieved employees for all reasonable and necessary work expenditures, including, but not limited to, use of personal cellular phone for employment-related tasks. In addition, Mr. Ramirez and other aggrieved employees used their personal tools, such as steel toe boots, an electric air compressor, ratchets, sockets, and other specialty tools, in the discharge of their work duties with AutoNation. However, AutoNation failed to reimburse Mr. Ramirez and other aggrieved employees for these business expenses.

As a result of AutoNation’s failure to compensate Mr. Ramirez and other aggrieved employees for all minimum wages, overtime wages, and all meal and rest period premium wages, AutoNation maintained inaccurate payroll records and failed to issue accurate, compliant, itemized wage statements.

As described above, AutoNation committed the following violations of the Labor Code, and Industrial Welfare Commission Wage Order 4 (“Wage Order 4”):

Overtime Wage Violations

AutoNation was required to pay Mr. Ramirez and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; Wage Order 4, § 3. According to Labor Code § 510(a), “Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.” This Section further provides, “Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.” As alleged above, AutoNation caused Mr. Ramirez and other aggrieved employees to work overtime hours but did not compensate Mr. Ramirez and other aggrieved employees at one and one-half times their regular rate of pay for such hours. As a result of these policies/practices, Mr.

Ramirez and other aggrieved employees were not compensated for all overtime and double-time wages.

Minimum Wage Violations

AutoNation was required to pay Mr. Ramirez and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1182.12, 1194, 1194.2, 1197; Wage Order 4, § 4. As alleged above, AutoNation failed to conform its pay practices to the requirements of the law by failing to pay Mr. Ramirez and other aggrieved employees for all hours worked, including, but not limited to, all hours they were subject to the control of AutoNation and/or suffered or permitted to work under the California Labor Code and Wage Order 4. As a result of these policies/practices, which fail to compensate for all hours worked, Mr. Ramirez and other aggrieved employees were deprived of all required minimum wages.

Meal Period Violations

As alleged above, AutoNation failed to provide Mr. Ramirez and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 4, § 11. As a result, Mr. Ramirez and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”).

Rest Period Violations

As alleged above, AutoNation also failed to authorize and permit Mr. Ramirez and other aggrieved employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 4, § 12. As a result, Mr. Ramirez and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest period is not provided.”)

Wage Statement Violations

AutoNation was required to furnish Mr. Ramirez and other aggrieved employees with complete and accurate itemized wage statements that showed, among other things,

their rates of pay, corresponding number of hours worked at each rate of pay, total gross wages earned, total net wages earned, and the name of the legal entity that is the employer. *See* Labor Code §§ 226(a) and 1174(d); Wage Order 4, § 7. As a result of AutoNation's failure to pay all overtime, minimum, and double-time wages, and failure to pay all required meal and rest period premium wages, AutoNation maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Ramirez and other aggrieved employees in violation of Labor Code § 226. AutoNation's failure to comply with its wage statement obligations was knowing and intentional, and Mr. Ramirez and other aggrieved employees have suffered injury as a result.

Failure to Reimburse Employees for Necessary Business Expenditures

As alleged above, AutoNation failed to reimburse Mr. Ramirez and other aggrieved employees for necessary work expenses, including the use of their personal cellular phones for business purposes. AutoNation's policy of not providing reimbursement for necessary work-related expenses is in violation of Wage Order 4, § 9, and Labor Code §§ 2802 and 2804 ("An employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.") Mr. Ramirez and other aggrieved employees are therefore entitled to reimbursement of such unpaid work expenses with interest.

As an "aggrieved employee," Mr. Ramirez will initiate a civil action on behalf of himself and other aggrieved employees to recover civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Ramirez's own investigation, and on information and belief, AutoNation committed and continues to commit the following Labor Code violations:

- a. AutoNation violated Labor Code §§ 204, 510, 1194, and 1198 by failing to pay Mr. Ramirez and other aggrieved employees all overtime compensation earned;
- b. AutoNation violated Labor Code §§ 1182.12, 1194, 1194.2, and 1197 by failing to pay Mr. Ramirez and other aggrieved employees the statutory minimum wage for all hours worked;
- c. AutoNation violated Labor Code §§ 226.7, 512, and 558 by failing to provide meal periods as required by law and failing to pay meal period premiums to Mr. Ramirez and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations;
- d. AutoNation violated Labor Code §§ 226.7, 516, and 558 by failing to authorize and permit Mr. Ramirez and other aggrieved employees all required rest periods and failing to pay rest period premiums to Mr. Ramirez and other aggrieved

employees at these employees' respective regular rates of compensation for rest period violations;

- e. AutoNation violated Labor Code §§ 226 *et seq.* by failing to furnish Mr. Ramirez and other aggrieved employees with accurate and compliant itemized wage statements;
- f. AutoNation violated Labor Code §§ 2802 and 2804 by failing to reimburse Mr. Ramirez and other aggrieved employees for all necessary expenditures incurred;
- g. AutoNation violated Labor Code § 204 by failing to pay Mr. Ramirez and other aggrieved employees all wages earned at least twice during each calendar month; and
- h. AutoNation violated Labor Code §§ 1174 and 1198 by failing to maintain accurate records on behalf of Mr. Ramirez and other aggrieved employees.

Pursuant to Labor Code Section § 2699.3(a)(2)(A), please notify us and AutoNation if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC



Paul K. Haines

cc: RepairSmith, Inc. (via certified mail)
AutoNation, Inc. (via certified mail)
Imports on Paseo Del Norte, Inc. d.b.a AutoNation Subaru Carlsbad (via certified mail)
Country Drive CDJR Motors, Inc. d.b.a AutoNation Chrysler Dodge Jeep Ram and FIAT Carlsbad (via certified mail)
HYG Country Drive Imports, Inc. d.b.a AutoNation Hyundai Carlsbad (via certified mail)
Allison Bavarian d.b.a. BMW of Mountain View (via certified mail)
AN Fremont Luxury Imports, Inc. d.b.a. BMW of Fremont (via certified mail)
AN Imports of Stevens Creek, Inc. d.b.a. MINI of Stevens Creek (via certified mail)
AN Luxury Imports of San Diego, Inc. d.b.a. BMW of Carlsbad (via certified mail)
AN San Jose Luxury Imports, Inc. d.b.a. AutoNation Volvo Cars San Jose (via certified mail)
AN San Jose Luxury Imports, Inc. d.b.a. Mercedes-Benz of Stevens Creek (via certified mail)

AN Valencia Auto Imports, Inc. d.b.a. MINI of Valencia (via certified mail)
Auto Car, Inc. d.b.a. AutoNation Honda Roseville (via certified mail)
Auto Company XIX, Inc. d.b.a. Porsche Irvine (via certified mail)
Auto Company XXII, Inc. d.b.a. Mercedes-Benz of San Jose/smart Center (via certified mail)
Auto Company XXIII, Inc. d.b.a. AutoNation Chrysler Dodge Jeep Ram Valencia (via certified mail)
Auto Mission Ltd. d.b.a. AutoNation Toyota Hayward (via certified mail)
Bargain Rent-A-Car d.b.a. Lexus of Cerritos (via certified mail)
Buena Park Luxury Imports, Inc. d.b.a. BMW of Buena Park (via certified mail)
Carwell, LLC d.b.a. Jaguar Land Rover South Bay (via certified mail)
Carwell, LLC d.b.a. Mercedes-Benz of South Bay (via certified mail)
Costa Mesa Cars, Inc. d.b.a. AutoNation Honda Costa Mesa (via certified mail)
Edgren Motor Company, Inc. d.b.a. AutoNation Honda Fremont (via certified mail)
Fit Kit, Inc. d.b.a. AutoNation Toyota Buena Park (via certified mail)
G.B. Import Sales & Service, LLC d.b.a. AutoNation Volvo Cars South Bay (via certified mail)
House of Imports, Inc. d.b.a. House of Imports (via certified mail)
Irvine Imports, Inc. d.b.a. AutoNation Toyota Irvine (via certified mail)
Joe MacPherson Ford d.b.a. AutoNation Ford Tustin (via certified mail)
Joe MacPherson Infiniti d.b.a. AutoNation Infiniti Tustin (via certified mail)
Magic Acquisition Corp. d.b.a. AutoNation Ford Valencia (via certified mail)
Mr. Wheels, Inc. d.b.a. AutoNation Toyota Cerritos (via certified mail)
Newport Beach Cars, LLC d.b.a. Audi Newport Beach (via certified mail)
Newport Beach Cars, LLC d.b.a. Newport Auto Center (via certified mail)
Newport Beach Cars, LLC d.b.a. Porsche of Newport Beach (via certified mail)
Newport Beach Cars, LLC d.b.a. Bentley Newport Beach (via certified mail)
Oxnard European Motors, LLC d.b.a. Mercedes-Benz of Oxnard/Smart Center (via certified mail)
Peyton Cramer Automotive d.b.a. AutoNation Acura South Bay (via certified mail)
Peyton Cramer Ford d.b.a. AutoNation Ford Torrance (via certified mail)
Roseville Motor Corporation d.b.a. AutoNation Chrysler Dodge Jeep Ram Roseville (via certified mail)
Stevens Creek Luxury Imports, Inc. d.b.a. AutoNation Alfa Romeo Stevens Creek (via certified mail)
Stevens Creek Luxury Imports, Inc. d.b.a. AutoNation Maserati of Stevens Creek (via certified mail)
Stevens Creek Motors, Inc. d.b.a. AutoNation Acura Stevens Creek (via certified mail)
Terry York Motor Cars, Ltd. d.b.a. Jaguar Land Rover Woodland Hills (via certified mail)
Valencia B. Imports, Inc. d.b.a. Valencia BMW (via certified mail)
Valencia H Imports, Inc. d.b.a. AutoNation Honda Valencia (via certified mail)
Vanderbeek Motors, Inc. d.b.a. AutoNation Mazda Roseville (via certified mail)
Vanderbeek Motors, Inc. d.b.a. AutoNation Subaru Roseville (via certified mail)

Vanderbeek Motors, Inc. d.b.a. BMW of Roseville (via certified mail)
Vince Wiese Chevrolet, Inc. d.b.a. AutoNation Chevrolet Valencia (via certified
mail)
VistaCal Luxury Imports, Inc. d.b.a. BMW of Vista (via certified mail)
Creekside Imports, Inc. d.b.a. AutoNation Hyundai Valencia (via certified mail)
CarCountry VW Imports, Inc. d.b.a. AutoNation Volkswagen Carlsbad (via
certified mail)
CarCountry Motors, Inc. d.b.a. AutoNation Mazda Carlsbad (via certified mail)
VistaCal Luxury Imports, Inc. d.b.a. BMW of Vista (via certified mail)