

April 3, 2026

Via Certified U.S. Mail

California Labor & Workforce
Development Agency
Attn: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102
(Via Online Submission through DIR PAGA Filing Portal)

Irvine Imports, Inc.
ATTN: CSC – Lawyers Incorporating Service
2710 Gateway Oaks Drive
Sacramento, CA 95833

Irvine Imports, Inc.
ATTN: Legal Department
9101 Research Drive
Irvine, CA 92618

Re: PAGA Notice Pursuant to California Labor Code § 2699: Jonathan Henry v. Irvine Imports, Inc. d/b/a AutoNation Toyota Irvine

Dear Sir or Madam:

Please be advised that Jonathan Henry (“Plaintiff” or “Mr. Henry”) has retained Hardin Law Group, APC to represent him and other aggrieved employees for wage and hour claims against his former employer Irvine Imports, Inc., doing business as AutoNation Toyota Irvine (“AutoNation,” “Employer,” or “Defendant”), and/or any other responsible entities or affiliates. This notice is being provided via certified mail to the Employer at its principal place of business and/or registered agent for service of process and is being filed with the California Labor and Workforce Development Agency (“LWDA”) via the LWDA’s online PAGA Filing Portal as required under Section 2699.3(a) of the Labor Code, as amended by Senate Bill 92 (2024). Plaintiff requests that the LWDA regard this Notice as written notice of his intent to seek civil penalties against Employer.

The Employer

Irvine Imports, Inc. is a corporation doing business as AutoNation Toyota Irvine, with its principal place of business located at 9101 Research Drive, Irvine, California 92618, in the County of Orange. AutoNation Toyota Irvine is a high-volume automobile dealership and service center that employs over one hundred (100) employees, including a team of approximately thirty (30) to forty (40) automotive technicians (“Aggrieved Employees”) who perform vehicle maintenance, repair, and inspection services at the Irvine facility. Plaintiff is informed and believes that Employer employed numerous non-exempt technician employees working within California during the relevant PAGA period.

Employer has violated or caused to be violated several Labor Code provisions and is therefore liable for civil penalties under Labor Code sections 2698 et seq.*et seq.*

Employer has violated, and caused to be violated, several Labor Code provisions and is therefore liable for civil penalties under Labor Code sections 2698 'et seq.,' as amended by Assembly Bill 2288 and Senate Bill 92 (Stats. 2024, Chs. 43, 45). Plaintiff respectfully requests that your agency investigate the claims alleged against it herein. This letter will serve as notice of these allegations pursuant to the Private Attorneys General Act of 2004 ("PAGA"), as amended. Cal. Lab. Code §§ 2699.3, 2699.5.

Factual Background — Plaintiff and Aggrieved Employees

At all relevant times, Plaintiff was an aggrieved employee as defined in Labor Code section 2699(c)(1), as amended by Assembly Bill 2288 (Stats. 2024, Ch. 43): any current or former employee who personally suffered each of the Labor Code violations alleged herein within the one-year statute of limitations period preceding the filing of this Notice. Mr. Henry personally experienced each of the violations alleged herein during his employment with Employer. Plaintiff seeks recovery for the Labor Code and Wage Order violations set forth herein on behalf of himself and other current and former employees who were subject to the same or similar violations within one year of the filing of this Notice.

First, Employer regularly and systematically failed to provide Plaintiff and Aggrieved Employees with compliant, off-duty meal periods as required by California law, and failed to pay required meal period premium wages. Mr. Henry worked as an automotive technician at AutoNation Toyota Irvine from approximately early 2021 through February 23, 2026, a period of approximately five (5) years, working a regular schedule of 7:00 a.m. to 4:00 p.m., Monday through Friday. Plaintiff regularly attempted to take his thirty-minute meal period at approximately 12:00 p.m., at or near the fifth hour of his shift, as required by California Labor Code section 512. However, Employer regularly and systematically interfered with Plaintiff's ability to take a timely, off-duty meal period. Specifically, supervisors and service managers routinely directed Plaintiff to "finish one more car" before taking his meal break, causing Plaintiff's meal periods to be delayed until 2:00 p.m. to 3:00 p.m., well past the fifth hour of his shift and, on many occasions, past the tenth hour, triggering the second meal period requirement. This pattern occurred approximately two (2) to three (3) times per week throughout Plaintiff's employment and was common and widespread among Aggrieved Employees. Notwithstanding these systematic violations, Employer failed to pay Plaintiff or Aggrieved Employees the required one-hour meal period premium for any missed or non-compliant meal period, as confirmed by review of Plaintiff's compensation summary reports and pay stubs, which contain no meal period premium line item for any pay period during the relevant period.

Second, Employer failed to pay Plaintiff and similarly situated Aggrieved Employees the minimum wage required by California law when employees supply their own tools. Throughout his employment, Mr. Henry was required to furnish and use his own tools and equipment to perform his work as an automotive technician. Under applicable California Industrial Welfare Commission Wage Orders, when an employee supplies their own tools and equipment required for the performance of their job duties, the employer is required to pay that employee a wage of no less than twice the applicable California minimum wage. Cal. Lab. Code § 4600; IWC Wage Order No. 4-2001, § 9(B). The applicable double minimum wage thresholds for large employers (26 or more employees) during

the relevant period were as follows: \$28.00 per hour in 2021; \$30.00 per hour in 2022; \$31.00 per hour in 2023; \$32.00 per hour in 2024; and \$33.00 per hour in 2025 through the date of Plaintiff's termination on February 23, 2026. Plaintiff is informed and believes that his hourly rate was at or below these thresholds during some or all of the relevant period, including, upon information and belief, a rate of \$26.00 per hour in 2024, which was \$6.00 per hour below the applicable double minimum wage of \$32.00 for that year, resulting in systematic underpayment for every hour worked during those periods. Plaintiff is continuing to investigate the precise rate of pay he received in each year of his employment and will supplement this notice as additional information becomes available.

Third, Plaintiff and Aggrieved Employees were not provided the requisite ten (10) minute, paid rest periods for every four (4) hours worked (or major fraction thereof), as required by Labor Code section 226.7 and applicable IWC Wage Orders. Among other things, Employer's systematic practice of requiring automotive technicians to continue working on vehicles rather than permitting timely breaks, the same conduct that caused the meal period violations described above, similarly deprived Plaintiff and Aggrieved Employees of compliant, off-duty rest periods. Employer failed to pay the requisite one-hour wage premium for each non-compliant or missed rest period, as required by Labor Code section 226.7(c).

Fourth, Employer violated Labor Code section 226(a) by willfully failing to furnish Plaintiff and Aggrieved Employees with accurate, itemized wage statements. Because Employer failed to pay meal period premiums for missed or untimely meal periods, and failed to pay all minimum wages due under the own-tools rule, the wage statements issued to Plaintiff did not accurately state gross wages earned, net wages earned, or all applicable hourly rates in effect during each pay period and the corresponding hours worked at each rate. These deficiencies caused Plaintiff to believe that he had received all compensation to which he was entitled, although he had not.

Fifth, given Employer's wage and hour violations described herein, Employer failed to pay all wages due to Plaintiff upon the termination of his employment. Plaintiff's employment was terminated by Employer on or about February 23, 2026. Employer failed to timely pay all wages, including unpaid meal period premium wages, unpaid minimum wages under the own-tools rule, and other earned wages at the time of termination, in violation of Labor Code sections 201 and 202. Employer is therefore liable for waiting time penalties under Labor Code section 203 in the amount of up to thirty (30) days' wages.

Sixth, Employer failed to maintain adequate and accurate payroll and time records regarding Plaintiff and Aggrieved Employees as required by Labor Code section 1174 and applicable IWC Wage Order provisions. Among other things, because Employer failed to record or track missed and untimely meal periods, and failed to record and pay the resulting meal period premiums owed, its payroll and time records did not accurately reflect all compensable time, all wages owed, or all wage premiums due to Plaintiff and Aggrieved Employees.

Thus, at all relevant times, Employer regularly failed to pay and/or provide Plaintiff and Aggrieved Employees: (1) compliant off-duty meal periods and/or required premium wages under Labor Code section 226.7(c); (2) compliant off-duty rest periods and/or required premium wages under Labor Code section 226.7(c); (3) the minimum wage required by California law for employees who supply their own tools and equipment; (4) proper and accurate, itemized wage statements; (5) all

wages due and owing upon termination, including required waiting time penalties; and (6) adequate recordkeeping as required by the Labor Code.

Labor Code Violations

Unlawful Failure to Provide Uninterrupted Off-Duty Meal Periods

Labor Code section 512 and applicable IWC Wage Orders require every California employer to provide all non-exempt employees a duty-free meal period of not less than thirty (30) minutes for any work period of more than five (5) hours per day, and a second duty-free meal period for any work period of more than ten (10) hours per day. Under subdivision (b) of Labor Code section 226.7, an employer shall not require an employee to work during meal periods mandated by applicable state law or Wage Order. Subdivision (c) provides that if an employer fails to provide a compliant meal period, the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

Employer regularly failed to provide Plaintiff and Aggrieved Employees with statutorily compliant meal periods. Among other things, Employer regularly directed Plaintiff and Aggrieved Employees to continue performing vehicle repair and service work past the fifth hour of their shifts before taking meal periods, causing late or missed meal breaks on approximately two (2) to three (3) occasions per week; maintained a companywide practice of prioritizing vehicle throughput over employees' statutory right to timely, off-duty meal periods; and failed to pay the required one-hour premium for each missed or non-compliant meal period during Plaintiff's employment.

As a result of Employer's violations of Labor Code sections 226.7(b), 226.7(c), 512, and 1198, and applicable IWC Wage Orders, Employer is liable for civil penalties pursuant to Labor Code sections 226.7(c) and 2699(f).

Unlawful Failure to Provide Uninterrupted Off-Duty Rest Periods

Labor Code section 226.7 and applicable IWC Wage Orders require every California employer to authorize and permit all non-exempt employees to take paid rest periods at the rate of ten (10) minutes net rest time per four (4) hours worked, or major fraction thereof. Such rest periods must be paid, duty-free, and entirely off duty. Under subdivision (c) of Labor Code section 226.7, an employer that fails to provide a compliant rest period shall pay the employee one (1) additional hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

Employer regularly failed to authorize, permit, or provide Plaintiff and Aggrieved Employees with statutorily compliant rest periods. The same systematic practice of requiring technicians to continue working on vehicles that caused the meal period violations described above also deprived Plaintiff and Aggrieved Employees of timely, off-duty rest periods. Employer failed to pay the required one-hour premium for missed or non-compliant rest periods.

As a result of Employer's violations of Labor Code sections 226.7(b) and 226.7(c), and applicable IWC Wage Orders, Employer is liable for civil penalties pursuant to Labor Code sections 226.7(c) and 2699(f).

Unlawful Failure to Pay Minimum Wages — Own Tools

Labor Code sections 1182.12, 1194, 1197, and 1197.1, and applicable IWC Wage Orders, require every California employer to pay all non-exempt employees no less than the applicable minimum wage for all hours worked. Under IWC Wage Order No. 4-2001, section 9(B), when an employee in a covered occupation is required to supply tools, equipment, or instruments necessary to perform the job, the employer must pay that employee a wage of at least twice the applicable state minimum wage. This provision reflects the Legislature's intent to prevent employers from shifting the cost of required tools onto employees while paying wages insufficient to cover those costs.

Throughout his employment, Mr. Henry was required by Employer to furnish and use his own tools and equipment to perform vehicle repair, maintenance, and inspection services. Employer paid Plaintiff a flat hourly rate that, upon information and belief, fell below the double-minimum-wage threshold required by California law during some or all of the relevant period. The applicable double minimum wage thresholds for large employers (26 or more employees) were: \$28.00/hr (2021); \$30.00/hr (2022); \$31.00/hr (2023); \$32.00/hr (2024); and \$33.00/hr (2025–February 2026). Plaintiff is informed and believes that his compensation was at or below these thresholds in multiple years, including earning \$26.00 per hour in 2024, which was \$6.00 per hour below the applicable threshold. To the extent Employer paid any similarly situated technicians who supplied their own tools at rates below the applicable double minimum wage, those employees were similarly underpaid.

As a result of Employer's violations of Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and applicable IWC Wage Orders, Employer is liable for civil penalties pursuant to Labor Code sections 1197.1 and 2699(f).

Unlawful Failure to Furnish Accurate Wage Statements

Labor Code section 226(a) requires an employer to provide employees with accurate, itemized wage statements showing: (1) gross wages earned; (2) total hours worked by a non-exempt employee; (3) all deductions; (4) net wages earned; (5) the inclusive dates of the pay period; (6) the employee's name and last four digits of his or her social security number or an employee identification number; (7) the name and address of the legal entity that is the employer; (8) all applicable hourly rates in effect during the pay period; and (9) the corresponding number of hours worked at each rate. Labor Code section 226.3 provides for civil penalties of \$250 per employee per violation in an initial citation and \$1,000 per employee per violation in a subsequent citation.

Employer willfully violated Labor Code section 226(a) by failing to furnish Plaintiff and Aggrieved Employees with accurate, itemized wage statements. Because Employer failed to pay meal period premiums for missed or untimely meal periods, and failed to pay minimum wages required under the own-tools rule, the wage statements it issued did not accurately state gross wages earned, net wages earned, or all applicable hourly rates in effect during each pay period and the corresponding hours worked at each applicable rate. These deficiencies caused Plaintiff to believe he had been fully compensated for all hours worked, although he had not.

As a result of violations of Labor Code section 226(a), Employer is liable for civil penalties pursuant to Labor Code sections 226(e), 226.3, and 2699(f).

Unlawful Failure to Timely Pay Wages Owed, Including Those Due Upon Termination

Labor Code section 201 provides that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. Labor Code section 202 provides that if an employee quits employment, his wages shall become due and payable not later than seventy-two (72) hours thereafter. Labor Code section 203 provides that if an employer willfully fails to pay compensation promptly upon discharge, the employer is liable for waiting time penalties in the form of continued compensation of up to thirty (30) workdays.

Employer violated Labor Code sections 201 and 202 by willfully failing to timely pay all compensation due and owing to Plaintiff at the time of his termination on or about February 23, 2026, including unpaid meal period premium wages and unpaid minimum wages owed under the own-tools rule. Pursuant to Labor Code sections 203 and 256, Plaintiff and similarly situated individuals are entitled to recover up to thirty (30) days of wages as waiting time penalties. As a result, Employer is liable for civil penalties pursuant to Labor Code sections 203 and 2699(f).

Unlawful Failure to Maintain Adequate Records

Labor Code section 1174 requires every employer to keep, at a central location in the state, payroll records showing the hours worked daily by and the wages paid to each employee, in a file for not less than three years. Applicable IWC Wage Orders similarly require employers to keep accurate time records showing when each employee begins and ends each work period, meal periods, and total daily hours worked. Labor Code section 1174.5 provides that any employer who willfully fails to maintain such records shall be subject to a civil penalty of five hundred dollars (\$500).

Employer willfully failed to maintain adequate and accurate records regarding Plaintiff and Aggrieved Employees. Because Employer failed to track, record, or compensate missed and untimely meal periods, and failed to apply the correct minimum wage rate applicable to employees who supply their own tools, the resulting payroll and time records do not accurately reflect all compensable time or the wages actually owed. As a result, Employer is liable for civil penalties pursuant to Labor Code sections 1174(c), 1174(d), 1174.5, and 2699(f).

Conclusion

Based on the above, Employer is in violation of California Labor Code section 2699.5, as amended, including but not limited to the following¹:

¹ Without limitation, Plaintiff, if permitted, will seek any and all penalties otherwise capable of being collected by the Commission. This includes each of the following that are applicable, as set forth in Labor Code Section 2699.5 (as amended by SB 92, Stats. 2024, Ch. 45, effective July 1, 2024), which states: The provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, 224, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 511, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1197.5 and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32,

1. California Labor Code §§ 226.7(b), 226.7(c), and 512 (failure to provide compliant meal periods and pay required premium wages);
2. California Labor Code §§ 226.7(b) and 226.7(c) (failure to provide compliant rest periods and pay required premium wages);
3. California Labor Code §§ 1182.12, 1194, 1197, and 1197.1, and applicable IWC Wage Orders (failure to pay minimum wages required for employees who supply their own tools and equipment — double minimum wage);
4. California Labor Code §§ 226(a) and 226.3 (non-compliant and inaccurate wage statements);
5. California Labor Code §§ 201, 202, and 203 (wages not timely paid upon termination; waiting time penalties);
6. California Labor Code §§ 204 and 210 (failure to timely pay all wages earned in each pay period);
7. California Labor Code § 1198 and applicable IWC Wage Orders (standard conditions of labor);
8. California Labor Code §§ 1174(c) and (d), and 1174.5, and applicable IWC Wage Orders (failure to maintain adequate payroll and time records); and
9. California Labor Code § 1199 (violation of Labor Code provisions governing employees' wages, hours, and working conditions).

Plaintiff requests that the agency investigate the above allegations and provide notice of the allegations pursuant to PAGA's provisions, as amended. Alternatively, Plaintiff requests the agency inform him if it does not intend to investigate these violations so that he may include in his lawsuit the violations discussed in this letter.

Very truly yours,

HARDIN LAW GROUP
A Professional Corporation


James B. Hardin

1700.40, and 1700.47, paragraphs (1), (2), and (3) of subdivision (a) of and subdivision (e) of Section 1701.4, subdivision (a) of Section 1701.5, Sections 1701.8, 1701.10, 1701.12, 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, and 6399.7.

Note: SB 92 (Stats. 2024, Ch. 45) amended Section 2699.5, effective July 1, 2024, to remove Sections 226, 226.7, 227.3, 510, 512, 513, 1194, 1197, and 1197.1 from the enumerated list above. These provisions remain actionable under PAGA's general civil penalty provision, Labor Code section 2699(f), and Plaintiff will seek all available civil penalties for the violations alleged herein, including for violations of those sections.