

JAMES HAWKINS APLC
James R. Hawkins (#192925)
Gregory Mauro (#222239)
Michael Calvo (#314986)
Lauren Falk (#316893)
Ava Issary (#342252)
9880 Research Drive, Suite 200
Irvine, CA 92618
Tel.: (949) 387-7200
Fax: (949) 387-6676
Email: James@jameshawkinsaplc.com
Email: Greg@jameshawkinsaplc.com
Email: Michael@jameshawkinsaplc.com
Email: Lauren@jameshawkinsaplc.com
Email: Ava@jameshawkinsaplc.com

Attorneys for Plaintiff BRYAN HATHER
on behalf of the general public as private attorney general

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

BRYAN HATHER, on behalf of the general
public as private attorney general,

Plaintiff,

v.

AUTONATION.COM, INC. a Delaware
corporation and AN SAN JOSE LUXURY
IMPORTS, INC., a California Corporation
DBA AUTONATION VOLVO CARS SAN
JOSE and DOES 1-50, inclusive,

Defendants.

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County of Santa Clara,
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Case #26CV498569

Case No. 26CV498569
ASSIGNED FOR ALL PURPOSES TO:
JUDGE:
DEPT:

**PAGA REPRESENTATIVE ACTION
COMPLAINT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT
(Labor Code §§ 2698 *et seq*).**

COMES NOW Plaintiff BRYAN HATHER (“Plaintiff”), on behalf the general public and all non-exempt aggrieved employees, acting on behalf of the California Attorney General as private attorney general, asserts claims against Defendants AUTONATION.COM, INC. a Delaware corporation and AN SAN JOSE LUXURY IMPORTS, INC., a California Corporation DBA AUTONATION VOLVO CARS SAN JOSE and DOES 1-50, inclusive (“Defendants”) as follows:

I. INTRODUCTION

1. This is a representative action for recovery of penalties under the Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code sections 2698 *et seq.* PAGA permits “aggrieved employees” to bring a lawsuit as a representative action on behalf of the general public as private attorney general and all other current and former aggrieved employees, to recover civil penalties and address an employer’s violations of the California Labor Code.

2. In this case, Defendants violated various provisions of the California Labor Code. As set forth below, Defendants implemented policies and practices which led to unpaid wages resulting from Defendants’: (a) failure to pay minimum and overtime wages, (b) failure to provide meal periods, (c) failure to provide rest periods, (d) failure to pay sick pay, (e) failure to pay all wages earned and owed upon separation from Defendants’ employ, (f) failure to pay wages timely during employment, (g) failure to provide accurate itemized wage statements, (h) failure to reimburse necessary business expenses, (i) violation of labor code section § 2751, (j) misclassification of non-exempt employees as exempt and (k) unauthorized deduction of wages. As a result Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

II. JURISDICTION AND VENUE

3. The California Superior Court has jurisdiction over this action pursuant to California Constitution Article VI, Section 10, which grants the Superior Court “original jurisdiction in all cases except those given by statute to other trial courts.” The statutes under which this action is brought do not give jurisdiction to any other court.

1 4. This Court has jurisdiction over Defendants because, upon information and belief,
2 Defendants either has sufficient minimum contacts in California, or otherwise intentionally avails
3 itself of the California market so as to render the exercise of jurisdiction over it by the California
4 Courts consistent with traditional notions of fair play and substantial justice.

5 5. Venue as to each Defendants is proper in this judicial district pursuant to Code of
6 Civil Procedure section 395. Defendants is doing business throughout California, including but
7 not limited to Santa Clara County, and each Defendants is within the jurisdiction of this Court for
8 service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and
9 all other aggrieved employees within the State of California. Defendants employ numerous
10 aggrieved employees in in the State of California.

11 6. On information and belief, Defendants has conducted business within the State of
12 California during the purported liability period and continue to conduct business throughout the
13 State of California. The unlawful acts alleged herein have had a direct effect on Plaintiff, and the
14 similarly situated aggrieved employees within California.

15 7. The California Superior Court also has jurisdiction in this matter because on
16 information and belief there are no federal questions at issue, as the issues herein are based solely
17 on California statutes and law, including the California Labor Code, the IWC Wage Orders, the
18 California Code of Civil Procedure, the California Civil Code, and the California Business and
19 Professions Code.

20 8. On information and belief, during the statutory liability period and continuing to
21 the present ("liability period"), Defendants consistently maintained and enforced against
22 Defendants' aggrieved Employees, among others, the following unlawful practices and policies,
23 in violation of California state wage and hour laws: (a) failure to pay minimum and overtime
24 wages, (b) failure to provide meal periods, (c) failure to provide rest periods, (d) failure to pay sick
25 pay, (e) failure to pay all wages earned and owed upon separation from Defendants' employ, (f)
26 failure to pay wages timely during employment, (g) failure to provide accurate itemized wage
27 statements, (h) failure to reimburse necessary business expenses, (i) violation of labor code section
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1 § 2751, (j) misclassification of non-exempt employees as exempt and (k) unauthorized deduction
2 of wages.

3 9. On information and belief, during the statutory liability period and continuing to
4 the present, Defendants has had a consistent policy of failing to pay wages including overtime
5 wages for hours worked while subject to the control of Defendants.

6 10. On information and belief, during the statutory liability period and continuing to
7 the present, Defendants has failed to provide meal periods to Plaintiff and aggrieved employees.
8 Defendants has also failed to provide meal premiums for missed meal periods.

9 11. On information and belief, during the statutory liability period and continuing to
10 the present, Defendants has failed to provide rest periods to Plaintiff and aggrieved employees.
11 Defendants has also failed to provide rest premiums for missed rest periods.

12 12. On information and belief, during the statutory liability period and continuing to
13 the present, Defendants has failed to sick pay to Plaintiff and aggrieved employees.

14 13. On information and belief, during the statutory liability period and continuing to
15 the present, Defendants has had a consistent policy of failing to timely pay wages upon separation.

16 14. On information and belief, during the statutory liability period and continuing to
17 the present, Defendants has had a consistent policy of failing to timely pay wages during Plaintiff
18 and Aggrieved Employees' employment.

19 15. On information and belief, during the statutory liability period and continuing to
20 the present, Defendants has failed to provide Plaintiff and aggrieved employees accurate itemized
21 wage statements.

22 16. On information and belief, during the statutory liability period and continuing to
23 the present, Defendants has failed to reimburse necessary business expenses to Plaintiff and
24 aggrieved employees.

25 17. On information and belief, during the statutory liability period and continuing to
26 the present, Defendants has failed to abide by commission contracts and has failed to pay all
27 commissions earned.
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18. On information and belief, during the statutory liability period and continuing to the present, Defendants has failed to obtain authorization from employees before making deductions to their wages and subjected the employees to secret wages.

19. Plaintiff on behalf of the general public as private attorney general and all other aggrieved employees bring this action pursuant to Labor Code 2698, et. seq. for violations enumerated under 2699.5 as follows: sections 201-204, 221-224, 226, 246, 510, 512, 558, 226.3, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802-2804, 2751 and seeking penalties, interest, attorneys' fees and costs.

III. PARTIES

A. Plaintiff

20. Plaintiff, BRYAN HATHER, was at all times relevant to this action, a resident of California. Plaintiff was employed by Defendants in January 2025 as a Non-Exempt Employee with the title of service provider and worked during the liability period for Defendants until Plaintiff's separation from Defendants' employ in approximately August 2025. Plaintiff's duties included but were not limited to doing cash write ups, customer service and finalizing work orders.

21. As Defendants' employee, Plaintiff, and all other aggrieved employees were regularly required to and subsequently suffered:

- a) to perform work subject to the control of the employer without being compensated all wages including overtime, all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Order (“IWC”);
- b) not provided meal periods nor paid premium wages;
- c) not provided rest periods nor paid premium wages;
- d) not paid sick pay;
- e) not paid timely upon separation from Defendants’ employment;
- f) not paid timely during their employment;
- g) not provided accurate itemized wage statements;

- h) unauthorized deductions and secret wages;
- i) violation of Labor Code section 2751 and
- j) not reimbursed for necessary business expenses.

22. On information and belief, Defendants willfully failed to pay all earned wages in the form regular wages and overtime wages, to its Non-Exempt Employees and members of the Representative Group; nor have Defendants returned to Plaintiff or members of the Representative Group, upon or after separation from employment with Defendants, all wages earned and owing. Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

B. Defendants

23. Defendant AUTONATION.COM, INC. is a Delaware corporation that operates as an automobile sales business. Defendant operates on a national and international basis. Plaintiff estimates there are in excess of one hundred (100) Non-Exempt Employees who work or have worked for Defendants over the last year.

24. Defendant AN SAN JOSE LUXURY IMPORTS, INC., is a California Corporation that operates as an automotive sales company doing business under the name AUTONATION VOLVO CARS SAN JOSE. Defendant operates in San Jose, California. Plaintiff estimates there are in excess of one hundred (100) Non-Exempt Employees who work or have worked for Defendants over the last year.

25. Other than identified herein, Plaintiff are unaware of the true names, capacities, relationships and extent of participation in the conduct alleged herein, of the Defendants sued as DOES 1 through 50, but is informed and believes and thereon alleges that said Defendants is legally responsible for the wrongful conduct alleged herein and therefore sues these Defendants by such fictitious names. Plaintiff will amend this complaint when their true names and capabilities are ascertained.

26. Plaintiff are informed and believes and thereon alleges that each Defendants, directly or indirectly, or through agents or other persons, employed Plaintiff and other members of

1 the Representative Group, and exercised control over their wages, hours, and working conditions.
2 Plaintiff are informed and believes and thereon alleges that each Defendants acted in all respects
3 pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business
4 plan or policy in all respects pertinent hereto, and the acts of each Defendants is legally attributable
5 to the other Defendants.

6 **IV. GENERAL ALLEGATIONS**

7 27. At all times set forth herein, Defendants employed Plaintiff and other persons in
8 the capacity of non-exempt positions, however titled, throughout the state of California.

9 28. Plaintiff is informed and believes Aggrieved Employees have at all times pertinent
10 hereto been Non-Exempt within the meaning of the California Labor Code and the implementing
11 rules and regulations of the IWC California Wage Orders.

12 29. Defendants continue to employ Non-Exempt Employees, however titled, in
13 California and implement a uniform set of policies and practices to all non-exempt employees, as
14 they were all engaged in the job duties related to Defendants' automobile sales business.

15 30. Plaintiff is informed and believe, and thereon allege, that Defendants are and were
16 advised by skilled lawyers and other professionals, employees, and advisors with knowledge of
17 the requirements of California's wage and employment laws.

18 31. Plaintiff is informed and believe that during the relevant time-frame, all Aggrieved
19 Employees are citizens of the state of California.

20 32. During the relevant time-frame, Defendants compensated Plaintiff and Aggrieved
21 Employees based upon an hourly rate.

22 33. On information and belief, Defendants' management engaged in time shaving by
23 changing Plaintiff and Aggrieved Employees' time clock records after they were already entered.

24 34. Plaintiff and Aggrieved Employees were required to spend unpaid overtime hours
25 participating in training and orientation on a weekly basis.

26 35. Plaintiff and Aggrieved Employees were required to spend unpaid overtime hours
27 on their personal cellular phone for work related purposes.
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1 36. Plaintiff and Aggrieved Employees were required to wait for long periods of time
2 in line before being able to clock in for the day. These time periods went unpaid.

3 37. Defendants deducted wages without authorization from Plaintiff and Aggrieved
4 Employees. For instance, after Plaintiff's termination, Defendants reversed a bonus payment that
5 was already deposited into Plaintiff's bank account, without authorization from Plaintiff to do so.

6 38. Indeed, during the relevant time, as a consequence of Defendants' staffing and
7 scheduling practices, work demands, and Defendants' policies and practices, Defendants
8 frequently failed to provide Plaintiff and the Aggrieved Employees timely, legally compliant
9 uninterrupted 30-minute meal periods on shifts over five hours as required by law.

10 39. On information and belief, Plaintiff and Aggrieved Employees did not waive their
11 rights to meal periods under the law.

12 40. Plaintiff and the Aggrieved Employees were not provided with valid lawful on-duty
13 meal periods.

14 41. Despite the above-mentioned meal period violations, Defendants failed to
15 compensate Plaintiff, and on information and belief, failed to compensate Aggrieved Employees,
16 one additional hour of pay at their regular rate as required by California law when meal periods
17 were not timely or lawfully provided in a compliant manner.

18 42. Plaintiff is informed and believe, and thereon alleges, that Defendants know, should
19 know, knew, and/or should have known that Plaintiff and the other Aggrieved Employees were
20 entitled to receive premium wages based on their regular rate of pay under Labor Code §226.7 but
21 were not receiving such compensation.

22 43. In addition, during the relevant time frame, Plaintiff and the Non-Exempt
23 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
24 period for every four hours worked or major fraction thereof, which is a violation of the Labor
25 Code and IWC wage order.

26 44. Despite the above-mentioned rest period violations, Defendants did not compensate
27 Plaintiff, and on information and belief, did not pay Aggrieved Employees one additional hour of
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1 pay at their regular rate as required by California law, including Labor Code section 226.7 and the
2 applicable IWC wage order, for each day on which lawful rest periods were not authorized and
3 permitted.

4 45. Plaintiff's Paystubs do not show separate pay for rest breaks given to Plaintiff.

5 46. Plaintiff and Aggrieved Employees were not allowed to leave the works premises
6 during meal periods and rest periods.

7 47. Defendants failed to reimburse Plaintiff and Aggrieved Employees for the costs
8 incurred in association with maintenance of uniforms.

9 48. Defendants failed to reimburse Plaintiff and Aggrieved Employees for personal cell
10 phone use for work related purposes and failed to pay for time spent on personal phones off the
11 clock for work related purposes.

12 49. Plaintiff and Aggrieved Employees were required to pay for office supplies out of
13 pocket for Defendants job requirements of them. no reimbursements were provided by Defendants.

14 50. Employees allegedly accrued the same PTO/sick leave amount regardless of hours
15 worked, suggesting Defendant may not have properly calculated paid sick leave accruals as
16 required by California law.

17 51. During their employment with Defendants, Plaintiffs and similarly situated
18 employees were not required to contemporaneously record their work hours on a daily basis and
19 were instead permitted and/or instructed to enter hours worked in bulk at the end of pay periods.
20 Defendants further maintained policies and practices requiring employees to clock out at or around
21 their scheduled shift end times while continuing to perform work off-the-clock without recording
22 all hours worked. As a result, Defendants failed to maintain accurate time and payroll records
23 reflecting the actual hours worked by Plaintiffs and similarly situated employees.

24 52. During their employment with Defendants, Plaintiffs and similarly situated
25 employees were regularly required to perform work off-the-clock after clocking out at
26 management's direction. In particular, employees were instructed to clock out at or around the
27 scheduled end of their shifts, including at approximately 6:00 p.m., while continuing to perform
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1 required administrative duties, paperwork, and closing tasks for additional uncompensated time.
2 Plaintiff is informed and believes, and thereon alleges, that such off-the-clock work occurred
3 multiple times per month, often lasting several additional hours per occurrence. Defendants'
4 management was aware of and required such off-the-clock work and represented to employees
5 that the additional unpaid work time did not matter because employees were compensated through
6 commissions.

7 53. On information and belief, Plaintiff is paid semi-monthly and is not making more
8 than twice minimum wage, nor is he paid a fixed salary; instead, paystubs show he is a
9 commission-only employee.

10 54. Defendants also failed to provide accurate, lawful itemized wage statements to
11 Plaintiff and the Aggrieved Employees in part because of the above-specified violations. In
12 addition, upon information and belief, Defendants omitted an accurate itemization of total hours
13 worked, including premiums due and owing for meal period violations, overtime pay, gross pay
14 and net pay figures from Plaintiff and the Aggrieved Employees' wage statements.

15 55. During their employment with Defendants, Plaintiffs and similarly situated
16 employees were provided wage statements that failed to accurately and completely state all
17 information required by Labor Code section 226. In particular, wage statements failed to list the
18 applicable hours worked, units earned, and/or corresponding rates of pay for categories including
19 "Wages in Lieu," "Draw," "Unapplied Time," and "Vacation Pay Term." Additionally, the total
20 hours worked reflected on wage statements did not accurately include all overtime hours worked,
21 including double overtime hours. As a result, Plaintiffs and similarly situated employees were
22 unable to promptly and easily determine from the wage statements the total hours worked,
23 applicable rates of pay, and whether they had been properly compensated for all wages earned.

24 56. Plaintiff is informed and believes, and thereon alleges, that at all times herein
25 mentioned, Defendants knew that at the time of termination of employment (or within 72 hours
26 thereof for resignations without prior notice as the case may be) they had a duty to accurately
27 compensate Plaintiff and Aggrieved Employees for all wages owed including minimum wages,
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1 meal and rest period premiums, and that Defendants had the financial ability to pay such
2 compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so in part
3 because of the above-specified violations.

4 57. Plaintiff and similarly situated employees were compensated in whole or in part
5 through commissions.

6 58. Defendants maintained commission compensation policies and periodically
7 modified commission structures during Plaintiff's employment.

8 59. Defendants frequently altered commission plans during ongoing commission
9 periods and, upon information and belief, applied such changes retroactively to commissions
10 already earned or in the process of being earned.

11 60. Although Defendants required Plaintiff to sign commission-related documents
12 when changes were implemented, Defendants failed to provide Plaintiff with maintained and
13 accessible written commission agreements clearly setting forth the method by which
14 commissions would be computed and paid.

15 61. During Plaintiff's employment, Plaintiff identified at least one instance in which
16 an earned commission payment was missing from his compensation. After Plaintiff raised the
17 issue with management, Plaintiff was informed that the missing commission would be paid at a
18 later date.

19 62. On information and belief, Defendants failed to timely pay all earned
20 commissions owed to Plaintiff and similarly situated employees.

21 63. Defendants further failed to provide commission statements, worksheets,
22 accounting records, or other documentation sufficient for Plaintiff and similarly situated
23 employees to reasonably track, estimate, or verify earned commissions and commission
24 payments.

25 64. As a result, Plaintiff and similarly situated employees were unable to determine
26 whether they were properly compensated for commissions earned. Plaintiff was employed by
27 Defendants as a "Service Provider." Plaintiff's primary duties did not involve management of the
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1 enterprise or of any recognized department or subdivision. Plaintiff did not supervise two or
2 more employees, did not possess authority to hire or terminate employees, and did not exercise
3 independent discretion and judgment on matters of significance.

4 65. Plaintiff's position did not require an advanced degree, specialized professional
5 license, or professional-level training.

6 66. Despite the non-exempt nature of Plaintiff's duties, Defendants failed to properly
7 compensate Plaintiff as a non-exempt employee. Plaintiff was compensated primarily or
8 exclusively through commissions and did not receive a guaranteed fixed salary equal to at least
9 twice the applicable minimum wage for full-time employment.

10 67. Defendants thereby failed to properly pay overtime compensation and failed to
11 comply with California wage-and-hour requirements applicable to non-exempt employees.

12 68. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
13 or should have known that Plaintiff and the other Aggrieved Employees were entitled to receive
14 all wages owed to them during their employment. Plaintiff and the other Aggrieved Employees
15 did not receive payment of all wages, including overtime and minimum wages and meal period
16 premiums, within any time permissible under California Labor Code section 204.

17 69. During the relevant time period, Defendants failed to pay Plaintiff and the other
18 Aggrieved Employees all wages within any time permissible under California law, including, *inter*
19 *alia*, California Labor Code section 204.

20 70. Defendants issued commission plans, contracts or
21 agreements. Defendants failed to obtain Plaintiff's signature whenever a change was made to the
22 commission structure, in violation of Labor Code section 2751.

23 71. Upon information and belief, Defendants knew and or should have known that it
24 is improper to implement policies and commit unlawful acts such as:

25 (a) requiring employees to work in excess of five (5) hours or ten (10) hours per day
26 without being provided an uninterrupted thirty-minute meal period and/or a second meal period,
27 and without compensating employees with one (1) hour of pay at the regular rate of compensation
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1 for each workday that such a meal period was not provided;

2 (b) requiring employees to work four (4) hours or a major fraction thereof without
3 being provided a minimum ten (10) minute rest period and without compensating the employees
4 with one (1) hour of pay at the employees' regular rate of compensation for each workday that a
5 rest period was not provided;

6 (c) failing to pay overtime and minimum wages;

7 (d) failing to provide accurate itemized wage statements;

8 (e) failing to pay sick pay;

9 (f) failing to timely pay Plaintiff and Aggrieved Employees upon separation from
10 Defendants' employment;

11 (g) failing to timely pay Plaintiff and Aggrieved Employees during their employment;

12 (h) failing to reimburse necessary business expenses;

13 (i) violating Labor Code section 2751

14 (j) unauthorized deductions and secret wages; and

15 (k) misclassifying the exempt status of Plaintiff and Aggrieved Employees.

16 72. In addition to the violations above, and on information and belief, Defendants knew
17 they had a duty to compensate Plaintiff and Aggrieved Employees for the allegations asserted
18 herein, and that Defendants had the financial ability to pay such compensation, but willfully,
19 knowingly, recklessly, and/or intentionally failed to do so.
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21 73. Plaintiff and Aggrieved Employees they seek to represent are covered by, and
22 Defendants are required to comply with, applicable California Labor Codes, Industrial Welfare
23 Commission Occupational Wage Orders (hereinafter "IWC Wage Orders") and corresponding
24 applicable provisions of California Code of Regulations, Title 8, section 11000 *et seq.*

25 **V. REPRESENTATIVE CLAIMS**

26 **THE PRIVATE ATTORNEYS GENERAL ACT-LABOR CODE §§ 2698 *et seq.***

27 74. Plaintiff incorporates by reference and re-alleges each and every allegation
28 contained above, as though fully set forth herein.

1 75. PAGA is a mechanism by which the State of California can enforce state labor laws
2 through the employee suing under the PAGA who do so as the proxy or agent of the state's labor
3 law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally a
4 law enforcement action designed to protect the public and not to benefit private parties. The
5 purpose of the PAGA is not to recover damages or restitution, but to create a means of "deputizing"
6 citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California
7 Legislature specified that "it was...in the public interest to allow aggrieved employees, acting as
8 private attorneys general to recover civil penalties for Labor Code violations..." Stats. 2003, Ch.
9 906, section 1. Accordingly, PAGA claims cannot be subject to arbitration.

10 76. Plaintiff brings this Representative Action on behalf of the State of California with
11 respect to himself and all other individuals who are or previously were employed by Defendants
12 as non-exempt California employees during the applicable statutory period (the "aggrieved
13 employees").

14 77. On May 15, 2026, Plaintiff complied with notice requirements pursuant to Labor
15 Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit A**,
16 indicating that the LWDA and Defendants were put on notice of the claims alleged here and that
17 the notice requirement has been satisfied. Sixty-five days have passed and the LWDA has not
18 indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action in a
19 representative capacity. The substance and violations set forth in this Complaint of which the
20 LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA Representative
21 Action Complaint to the LWDA.

22 78. Plaintiff are an aggrieved employee as defined in Labor Code Section 2699(a).
23 Plaintiff brings this cause of action on behalf of all current and former California non-exempt
24 Employees of Defendants.

25 79. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for
26 which Defendants is liable due to numerous Labor Code violations as set forth in this Complaint,
27 including without limitation Labor Code section 201-204, 221-224, 226, 226.3, 246, 510, 512,
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1 558, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802-2804, 2751 and 2698 *et seq.*, applicable
2 IWC Wage Orders and California Code of Regulations, Title 8, section 11000 *et. seq.*

3 80. Defendants violated Labor Code section 510, and 1194 by failing to accurately pay
4 overtime wages owed. Therefore, Defendants violated section 510, and 1194 by not compensating
5 its Non-Exempt Employees for work performed in excess of eight hours (8) in a day or forty hours
6 in a work week (40). Section 510 of the Labor Code codifies the right to overtime compensation
7 at the rate of one and one-half times the regular rate of pay for all hours worked in excess of eight
8 (8) hours in a day or forty (40) hours in a work week and to overtime compensation twice the
9 regular rate of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight
10 (8) hours in a day on the seventh day of work in a particular work week.

11 81. Pursuant to Labor Code § 512, no employer shall employ an employee for a work
12 period of more than five (5) hours without providing a meal break of not less than thirty (30)
13 minutes in which the employee is relieved of all of his or her duties. Also pursuant to California
14 law and the relevant IWC Wage Order(s), no employer shall require an employee to work more
15 than ten hours without being provided a second meal period, which can be waived by mutual
16 consent up until the twelfth hour.

17 82. For the Liability Period, Defendants failed to provide Plaintiff and the Aggrieved
18 Employees timely and uninterrupted first meal periods of not less than thirty (30) minutes.

19 83. Plaintiff and the Aggrieved Employees were also injured because the wage
20 statements Defendants provided to them failed to accurately state the hours worked and also to
21 state that the Aggrieved Employees were being paid one hour of pay at their regular rate for days
22 in which they were not provided with each of their authorized meal and rest periods. Defendants
23 has made it impossible to properly calculate important information from the wage statements that
24 were provided to Plaintiff and the Aggrieved Employees throughout the liability period.

25 84. Defendants also willfully violated Labor Code sections 201-203 by failing to
26 provide all owed wages at separation from employment. Labor Code sections 201 and 202 require
27 Defendants to pay their employees all wages due either at time of firing, or within seventy-two
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1 (72) hours of voluntary separation, if not sooner. Section 203 of the Labor Code provides that if
2 an employer willfully fails to timely pay such wages the employer must, as a penalty, continue to
3 pay the subject employee's wages until the back wages are paid in full or an action is commenced.
4 The penalty cannot exceed 30 days of wages.

5 85. Plaintiff and all other aggrieved employees who were separated from employment
6 are entitled to compensation for all forms of wages earned, including but not limited to
7 compensation minimum and overtime wages, but to date have not received such compensation,
8 therefore entitling them to penalties under PAGA for violations of Labor Code sections 201-204.

9 86. On information and belief, Defendants willfully failed to pay all wages due and
10 owing upon separation from employment. These wages include minimum and overtime wages.

11 87. On information and belief, Defendants willfully failed to pay all wages due and
12 owing during employment. These wages include minimum and overtime wages.

13 88. On information and belief, Defendants failed to provide accurate itemized wage
14 statements which failed to include all hours worked, including overtime, due and owing to Plaintiff
15 and the aggrieved employees pursuant to Labor Code section 226(a).

16 89. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a)
17 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
18 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
19 for each violation in a subsequent citation, for which the employer fails to provide the employee a
20 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

21 90. Additionally, Defendants has no accurate records relating to aggrieved employees'
22 work periods, total daily hours worked, total hours worked per payroll period and applicable pay
23 rates, in violation of applicable Wage Orders. Similarly, Defendants failed to maintain accurate
24 records relating to hours worked daily in violation of Labor Code sections 1174(d), 1174.5.

25 91. As a result of Defendants' unlawful conduct, Plaintiff and aggrieved employees
26 are entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours
27 worked.
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92. Plaintiff is an aggrieved employee as defined in Labor Code Section 2699(a). Plaintiff brings this cause of action on behalf of all current and former California non-exempt Employees of Defendants misclassified as exempt.

93. On information and belief, Defendants failed to reimburse Plaintiff and aggrieved Employees for business expenses incurred as described above. Labor Code § 2802 requires Defendants to indemnify Plaintiff and aggrieved Employees for necessary expenditures incurred in direct consequences of the discharge of his or her duties. Despite these realities of the job, Defendants failed to provide reimbursements.

94. Labor Code §2804 states in pertinent part: “Any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof is null and void, and this article shall not deprive any employee or his or her personal representative of any right or remedy to which he is entitled under the laws of this State”

95. Plaintiff and the Representative aggrieved Employees are entitled to recover Penalties and attorneys' fees and costs sunder Labor Code section 2698, et. seq.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq.;
2. For reasonable attorneys' fees and costs; and
3. For such other and further relief as the Court deems proper.

Dated: July 21, 2026

JAMES HAWKINS APLC

By: 
JAMES R. HAWKINS
GREGORY MAURO
MICHAEL CALVO
LAUREN FALK
AVA ISSARY

Attorneys for Plaintiff BRYAN HATHER on
behalf of the general public as private
attorney general

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EXHIBIT A

JAMES *JH* HAWKINS

A PROFESSIONAL LAW CORPORATION

9880 RESEARCH DRIVE, SUITE 200, IRVINE, CALIFORNIA 92618
TELEPHONE (949) 387-7200; FACSIMILE (949) 387-6676

May 15, 2026

Via LWDA Website

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612
<http://www.dir.ca.gov/Private-Attorneys-General-Act>

Via Certified Mail

AUTONATION.COM, INC. a Delaware corporation
Agent for Service of Process:
1505 Corporation
KOY SAECHAO
2710 GATEWAY OAKS DRIVE, SUITE 150N SACRAMENTO, CA 95833
Receipt No.: 9589 0710 5270 3636 0550 45

AN SAN JOSE LUXURY IMPORTS, INC., a California Corporation DBA
AUTONATION VOLVO CARS SAN JOSE
Agent for Service of Process:
1505 Corporation
KOY SAECHAO
2710 GATEWAY OAKS DRIVE, SUITE 150N SACRAMENTO, CA 95833
Receipt No.: 9589 0710 5270 3636 0550 52

Re: NOTICE PURSUANT TO LABOR CODE SECTIONS 2698, *et seq.*

To Whom It May Concern:

PLEASE TAKE NOTICE that plaintiff BRYAN HATHER individually and on behalf of all similarly situated representative aggrieved employees, gives NOTICE to commence and/or amend a civil action pursuant to California Labor Code Sections 2698, *et seq.* Plaintiff hereby gives written notice by certified mail to the Labor and Workforce Development Agency, AUTONATION.COM, INC. a Delaware corporation and AN SAN JOSE LUXURY IMPORTS, INC., a California Corporation DBA AUTONATION VOLVO CARS SAN JOSE through its Agent for Service of Process.

Plaintiff hereby attaches a copy of the Proposed PAGA Representative Action Complaint to be filed in the Santa Clara County Superior Court, as though fully set forth herewith setting out the specific provisions of the Labor Code Plaintiff alleges have been violated, including the facts and theories. All labor provisions in the Proposed PAGA Representative Action Complaint alleged to have been violated pertain to all entities and individuals named in the Complaints, even if not expressly specified.

Please advise within sixty (60) days of the post mark on this letter if the LWDA intends to investigate these claims.

Thank you, and if you have any questions, please do not hesitate to contact me.

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'Gregory Mauro', with a stylized, cursive script.

Gregory Mauro

Enclosure: Proposed PAGA Representative Action Complaint