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IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF ARIZONA

Anthony Harris, individually, and on behalf of all others similarly situated, Plaintiff, v. Sun Auto Tire & Service, Inc., Defendants.	Case No.: COLLECTIVE AND CLASS ACTION JURY TRIAL DEMANDED

COLLECTIVE AND CLASS ACTION COMPLAINT

Plaintiff Anthony Harris ("Plaintiff"), on behalf of himself and all others similarly situated, files this Collective and Class Action Complaint ("Complaint") against Defendant Sun Auto Tire & Service, Inc. ("Sun Auto" or "Defendant"), seeking all available remedies under the Fair Labor Standards Act ("FLSA"), 29 U.S.C. §§ 201 to 219, and the wage and hour laws of the State of Washington, including the Washington Minimum Wage Act ("WMWA"), RCW 49.46 *et seq.*, the Washington Industrial Welfare Act ("WIWA"), RCW 49.12 *et seq.*, and the Washington Wage Rebate Act ("WWRA"), RCW 49.52.050 and 49.52.070.

The following allegations are made on personal knowledge as to Plaintiff's own

conduct and on information and belief as to the acts of others.

INTRODUCTION

1. Sun Auto is an Arizona-headquartered automotive repair, maintenance, and tire company that operates a nationwide network of more than 600 retail service locations, with more than 4,800 service bays, under a family of local brand names, including stores in the State of Washington.

2. Sun Auto employs more than 5,000 people, including hourly, non-exempt employees such as Plaintiff and members of the proposed Collective and Class, to staff its stores, serve its customers, and service its customers' vehicles.

3. Sun Auto knows that its hourly store employees routinely do not receive the meal breaks they are owed. Indeed, in an October 7, 2026 email to its store leaders, Sun Auto's management admitted that the company was "currently missing ~28,000 lunch breaks per month in the stores," and that the missed meal breaks were "not the occasional exception."

4. Rather than staffing its stores so that hourly employees can take uninterrupted, duty-free meal breaks, Sun Auto requires its employees to clock out for meal breaks while they continue to work, and on many shifts provides no meal break at all.

5. This case is about Sun Auto's knowing and willful failure to provide the meal and rest breaks required by Washington law, and its failure to pay its hourly employees for all hours worked, including overtime for work performed during unpaid meal and rest breaks, as required by the FLSA and Washington law.

JURISDICTION AND VENUE

6. Jurisdiction over Plaintiff's FLSA claim is proper under 29 U.S.C. § 216(b) and 28 U.S.C. § 1331.

7. This Court has supplemental jurisdiction over Plaintiff's Washington state law claims under 28 U.S.C. § 1367(a) because those claims arise from the same common nucleus of operative facts as Plaintiff's FLSA claim, namely Sun Auto's meal and rest breaks, timekeeping, and pay practices, and form part of the same case or controversy.

8. Venue in this Court is proper pursuant to 28 U.S.C. § 1391(b)(1) and (c)(2), as Sun Auto resides in this judicial district. In addition, on information and belief, the company-wide scheduling, timekeeping, meal period, and payroll policies challenged in this action were developed and administered from Sun Auto's headquarters in Maricopa County, Arizona.

PARTIES

9. Plaintiff Anthony Harris is an individual residing in Vancouver, Washington. Since approximately August 2025, Sun Auto has employed Plaintiff as an hourly, non-exempt Service Advisor in Vancouver, Washington. Pursuant to 29 U.S.C. § 216(b), Plaintiff has consented in writing to participate in this action. *See* Exhibit A.

10. Defendant Sun Auto Tire & Service, Inc. is a Delaware corporation that maintains its principal place of business at 1201 South Alma School Road, Suite 14000, Mesa, Arizona 85210. Sun Auto Tire & Service, Inc. was formerly known as GB Auto Service, Inc.

11. Sun Auto operates its stores under numerous local brand names, but employs its hourly store employees, including Plaintiff, under uniform company-wide policies. Sun Auto issues Plaintiff's wage statements in its own name, from its Mesa, Arizona headquarters, and administers timekeeping and payroll for its hourly employees through a centralized Paycom system.

12. Sun Auto describes itself as "a national network of local tire and service providers." Sun Auto entered the Washington market in October 2021 by acquiring sixteen stores in King, Snohomish, Pierce, and Clark Counties operating under the Greg's Japanese Auto, Jeff's Auto Repair, and Gaynors Automotive brands, including five Gaynors Automotive stores in the Vancouver, Washington area.

13. At all times relevant, Sun Auto has been an "employer" within the meaning of the FLSA, 29 U.S.C. § 203(d), the WMWA, RCW 49.46.010, and the WIWA, RCW 49.12.005, and Plaintiff and the members of the FLSA Collective and the Washington Class have been Sun Auto's "employees" within the meaning of those statutes.

14. At all times material to this action, Sun Auto has employed individuals engaged in commerce or in the production of goods for commerce or handling, selling, or otherwise working on goods or materials that have been moved in or produced in commerce by any person, as defined by the FLSA, 29 U.S.C. §§ 206-207.

15. Sun Auto's annual gross volume of sales exceeds $500,000.

COLLECTIVE AND CLASS DEFINITIONS

16. Plaintiff brings Count I of this lawsuit pursuant to 29 U.S.C. § 216(b) as a collective action, individually, and on behalf of the following collective:

> All current and former hourly-paid workers of Sun Auto and Tire Service, Inc. and its affiliated entities during the three (3) years preceding the filing of this Complaint who worked more than forty (40) hours in a workweek (the "FLSA Collective").

17. Plaintiff brings Counts II through IV of this lawsuit as a class action pursuant to Federal Rule of Civil Procedure 23, individually, and on behalf of the following class:

> All current and former hourly-paid workers of Sun Auto and Tire Service, Inc. and its affiliated entities who worked one or more shifts of more than five (5) hours in the State of Washington at any time during the period from three (3) years preceding the filing of this Complaint through final judgment (the "Washington Class").

18. The FLSA Collective and Washington Class are referred to as the "Classes".

19. Plaintiff reserves the right to redefine the Classes, and to propose subclasses, prior to notice or class certification, and thereafter, as may be warranted or necessary.

FACTS

Sun Auto's Company-Wide Meal Period Practices

20. Sun Auto's hourly, non-exempt store employees, including service advisors, junior technicians, and helpers, are subject to the same centralized policies and practices governing scheduling, timekeeping, meal periods, and pay.

21. In November 2025, Sun Auto published its "OneSun Labor Excellence Standard Operating Procedures" (the "Labor SOP"). The Labor SOP describes itself as "the

Operational Playbook to guide field teams in day-to-day application," and its scheduling rules apply to "[a]ll employees (regardless of position)."

22. The Labor SOP provides that employees must be scheduled for a "minimum 30-minute unpaid, uninterrupted lunch break for any shift 6 hours or longer," and that employees "are expected to clock out for an unpaid, uninterrupted meal break of at least 30 minutes during each scheduled shift that is 6 hours or longer."

23. Washington law requires more. In Washington, an employer must provide a meal period of at least thirty (30) minutes that begins no less than two hours and no more than five hours from the beginning of the shift, and may not require an employee to work more than five (5) consecutive hours without a meal period. WAC 296-126-092(1)-(2).

24. The Labor SOP also directs managers to "[p]lan schedules daily using Paycom Targets" and to "[a]void intentionally scheduling hourly" employees "for unapproved overtime."

25. The Labor SOP further requires employees to "clock in/out accurately for every shift and required breaks." Sun Auto therefore records, in its centralized Paycom timekeeping system, whether and when each hourly employee clocks out for a meal period.

26. Sun Auto knows from its own records that its hourly employees routinely miss their meal periods. In a message sent to store leaders on the morning of October 7, 2026, transmitting the Labor SOP, Sun Auto's management wrote: "We are currently missing ~28,000 lunch breaks per month in the stores. . . . The number of missing lunches we are seeing are not the occasional exception, but instead a complete disregard for our operating policy."

27. In the same message, Sun Auto's management stated that it would be "sending the last 4 weeks missing lunch breaks by store to each DM," confirming that Sun Auto tracks missed meal periods on a store-by-store basis and has actual knowledge of the scale of its missed meal periods.

28. Each Sun Auto store is run by a single store manager, who reports to a district manager. Sun Auto's corporate management does not provide its store managers with the

staffing or support needed to give hourly employees time to take their meal breaks.

29. Sun Auto did not respond to this widespread problem by ensuring that its hourly employees were relieved of all duties for their meal periods. Instead, on information and belief, Sun Auto's managers instructed hourly employees to clock out for meal periods, so that the timekeeping records would reflect a meal period, while the employees continued to perform work.

30. Sun Auto does not pay hourly employees for time during which they are clocked out for a meal period. As a result, the time that hourly employees spend working while clocked out for a meal period goes unrecorded and unpaid. In workweeks in which employees are recorded as working forty or more hours, that unpaid time is overtime that Sun Auto fails to pay.

31. Sun Auto also does not pay Washington employees any additional compensation for meal periods that are missed, late, shortened, or interrupted.

32. Plaintiff has been employed by Sun Auto as a non-exempt, hourly Service Advisor since approximately August 2025. Sun Auto pays Plaintiff an hourly rate of $25.00, and Plaintiff also earns commissions, store sales bonuses, "SPIFF" incentive payments, and other non-discretionary incentive pay. Class Members received similar pay.

33. Plaintiff typically works five, and sometimes six, shifts per week. His shifts generally begin between 7:00 a.m. and 8:00 a.m. and end between approximately 4:15 p.m. and 5:45 p.m. Every shift reflected in the timesheets presently available to Plaintiff exceeded five hours, and many exceeded ten hours. Plaintiff observed other Class Members with similar schedules.

34. Plaintiff regularly works more than forty (40) hours per week.

35. Plaintiff worked at two locations, and both were chronically understaffed. As a result, Plaintiff routinely does not receive the meal and rest periods required by Washington law. Plaintiff estimates that he missed more than eighty meal breaks over the past year alone.

36. For example, between April 13, 2026 and May 1, 2026, Plaintiff worked

fifteen consecutive shifts, each lasting more than ten hours, without a single recorded meal period. On May 5, 2026, Plaintiff's only recorded meal period began more than seven hours after he clocked in.

37. Plaintiff observed other Class Members consistently working through their meal and rest breaks.

38. Plaintiff was instructed that he was required to clock out for his meal break, and was told that, if he needed to, he could eat at his desk, clock out, and continue helping customers if they needed help. Consistent with that instruction, on shifts on which Plaintiff clocked out for a meal period, he frequently was not relieved of his duties, and he continued answering phones and helping customers while clocked out. Sun Auto did not record or pay Plaintiff for the time he worked while clocked out for meal periods.

39. Plaintiff did not voluntarily waive his meal and rest breaks. He missed his meal periods, or worked through them, because Sun Auto's staffing levels and its managers' instructions required him to keep working.

40. Plaintiff has observed that other hourly employees at his locations and at other Sun Auto locations are subject to the same practices, including understaffing that prevents them from taking timely, duty-free meal and rest periods, and instructions to clock out for meal periods while continuing to work.

41. Plaintiff and other hourly employees were not provided the meal and rest breaks required by Washington law, were not paid for all hours worked, and were not paid overtime for all hours worked over forty in a workweek, in violation of federal and Washington law.

Sun Auto Willfully Violated the FLSA and Washington Law

42. Sun Auto's actions in violation of the FLSA and Washington law were or are made willfully in an effort to avoid liability under those laws. Such willfulness is demonstrated by, or may be reasonably inferred from, Sun Auto's actions and failures to act.

43. Sun Auto's management has acknowledged in writing that its stores are

"missing ~28,000 lunch breaks per month" and that the missed meal breaks are "not the occasional exception." Sun Auto therefore had actual knowledge that its hourly employees were not receiving meal periods and were working during meal periods.

44. Sun Auto knew, or absent its own recklessness should have known, that its hourly employees were entitled to be paid for all time worked, including time worked during meal periods, and to receive overtime premiums for all hours worked over forty in a workweek. Indeed, Sun Auto's own Labor SOP acknowledges that "[h]ourly employees must be compensated for all time worked, including any time spent performing job-related tasks during scheduled breaks."

45. Sun Auto knowingly, or with reckless disregard, failed to make, keep, and preserve accurate records of the hours actually worked by Plaintiff and the members of the FLSA Collective and the Washington Class, including time worked during clocked-out meal periods. *See* 29 U.S.C. § 211(c); 29 C.F.R. §§ 516.2(a)(7), 516.5(a), 516.6(a)(1); RCW 49.46.070.

46. By failing to provide required meal periods and failing to pay all wages and overtime compensation owed to Plaintiff and other hourly employees, Sun Auto acted willfully and in reckless disregard of clearly applicable provisions of the FLSA and Washington law.

COLLECTIVE ACTION ALLEGATIONS UNDER THE FLSA

47. Plaintiff brings Count I of this lawsuit pursuant to 29 U.S.C. § 216(b) as a collective action on behalf of the FLSA Collective defined above.

48. Plaintiff desires to pursue his FLSA claim on behalf of any and all individuals who opt in to this action pursuant to 29 U.S.C. § 216(b).

49. Plaintiff and the FLSA Collective are "similarly situated," as that term is used in 29 U.S.C. § 216(b), because, among other things, all such individuals worked pursuant to Sun Auto's previously described common policies and practices and, as a result of such practices, were not paid the full and legally mandated overtime premium for hours worked over forty (40) during the workweek, including time worked during clocked-out meal

periods. Resolution of this action requires inquiry into common facts, including, *inter alia*, Sun Auto's staffing, scheduling, meal period, timekeeping, and payroll practices.

50. Specifically, Sun Auto required or permitted its hourly employees to work during periods in which they were clocked out for meal periods, did not pay them for that time, and therefore failed to pay overtime at one-and-one-half times the employees' regular rate as required by the FLSA for all hours worked in excess of forty per workweek.

51. The similarly situated employees are known to Sun Auto, are readily identifiable, and may be located through Sun Auto's business records, including its Paycom timekeeping and payroll records.

52. Sun Auto employs many FLSA Collective members throughout the United States. These similarly situated employees may be readily notified of the instant litigation through direct means, such as U.S. mail, email, text message, or other appropriate means, and should be allowed to opt into it pursuant to 29 U.S.C. § 216(b), for the purpose of collectively adjudicating their similar claims for overtime compensation, liquidated damages (or, alternatively, interest), and attorney's fees and costs under the FLSA.

CLASS ACTION ALLEGATIONS UNDER RULE 23

53. Plaintiff incorporates by reference the foregoing allegations as if set forth herein.

54. Plaintiff brings this action as a class action pursuant to FED. R. CIV. P. 23 on behalf of himself and the Washington Class defined above.

55. The members of the Washington Class are so numerous that joinder of all members is impracticable. Upon information and belief, there are more than forty (40) members of the Washington Class.

56. Sun Auto has engaged in the same conduct towards Plaintiff and the other members of the Washington Class.

57. The injuries and damages to the Washington Class present questions of law and fact that are common to each class member within the Washington Class, and that are common to the Washington Class as a whole.

58. Plaintiff will fairly and adequately represent and protect the interests of the Washington Class, and all of its potential class members because there is no conflict between the claims of Plaintiff and those of the Washington Class, and Plaintiff's claims are typical of the claims of the Washington Class.

59. Plaintiff's counsel are competent and experienced in litigating class actions and other complex litigation matters, including wage and hour cases like this one.

60. Class certification is appropriate under FED. R. CIV. P. 23(b)(3) because questions of law and fact common to the Washington Class predominate over any questions affecting only individual Class members including, without limitation: (1) whether Sun Auto failed to provide the Washington Class meal and rest breaks; and (2) whether Defendant violated and continue to violate Washington law through their policies and practices of not paying their employees for all hours worked and overtime compensation.

61. Plaintiff's claims are typical of the claims of the Washington Class in the following ways, without limitation: (a) Plaintiff is a member of the Washington Class; (b) Plaintiff's claims arise out of the same policies, practices and course of conduct that form the basis of the claims of the Washington Class; (c) Plaintiff's claims are based on the same legal and remedial theories as those of the Washington Class and involve similar factual circumstances; (d) there are no conflicts between the interests of Plaintiff and the members of the Washington Class; and (e) the injuries suffered by Plaintiff are similar to the injuries suffered by the members of the Washington Class.

62. Class action treatment is superior to the alternatives for the fair and efficient adjudication of the controversy alleged herein. Such treatment will permit a large number of similarly situated individuals to prosecute their common claims in a single forum simultaneously, efficiently, and without the duplication of effort and expense that numerous individual actions would entail. No difficulties are likely to be encountered in the management of this class action that would preclude its maintenance as a class action, and no superior alternative exists for the fair and efficient adjudication of this controversy. The Washington Class are readily identifiable from Sun Auto' own employment records.

Prosecution of separate actions by individual members of the Washington Class would create the risk of inconsistent or varying adjudications with respect to individual Class members that would establish incompatible standards of conduct for Sun Auto.

63. A class action is superior to other available methods for adjudication of this controversy because joinder of all members is impractical. Further, the amounts at stake for many of the members of the Washington Class, while substantial, are not great enough to enable them to maintain separate suits against Sun Auto.

64. Without a class action, Sun Auto will retain the benefit of their wrongdoing, which will result in further damages to Plaintiff and the Washington Class. Plaintiff envisions no difficulty in the management of this action as a class action.

COUNT I
Violation of the FLSA, 29 U.S.C. § 207
(On Behalf of Plaintiff and the FLSA Collective)

65. All previous paragraphs are incorporated as though fully set forth herein.

66. The FLSA requires that covered employees be compensated for all hours worked in excess of forty hours per workweek at a rate not less than one-and-one-half times the employee's regular rate. *See* 29 U.S.C. § 207(a)(1).

67. Work not requested but suffered or permitted is work time, and it is the duty of management to exercise its control to see that work is not performed if it does not want it to be performed. 29 C.F.R. §§ 785.11, 785.13.

68. A meal period is not compensable only if it is a bona fide meal period during which the employee is "completely relieved from duty." 29 C.F.R. § 785.19(a). An employee "is not relieved if he is required to perform any duties, whether active or inactive, while eating." *Id.*

69. The FLSA defines the "regular rate" as including "all remuneration for employment paid to, or on behalf of, the employee." 29 U.S.C. § 207(e). With a few limited exceptions, all remuneration given to an employee, including commissions and non-discretionary bonuses and incentive payments, must be included in the employee's regular rate calculation. 29 U.S.C. § 207(e); 29 C.F.R. §§ 778.108, 778.117, 778.211.

70. Sun Auto is subject to the wage requirements of the FLSA because it is an "employer" within the meaning of 29 U.S.C. § 203(d).

71. During all relevant times, Plaintiff and the members of the FLSA Collective were covered employees entitled to the above-described FLSA protections. *See* 29 U.S.C. § 203(e).

72. Plaintiff and the members of the FLSA Collective are not exempt employees for purposes of the FLSA.

73. Sun Auto suffered or permitted Plaintiff and the members of the FLSA Collective to work during meal periods for which they were clocked out and not paid, including in workweeks in which they worked more than forty hours.

74. Sun Auto knowingly failed to compensate Plaintiff and the members of the FLSA Collective at a rate of one-and-one-half times their regular rate for all hours worked in excess of forty hours per week, including time worked during clocked-out meal periods, in violation of 29 U.S.C. § 207(a)(1).

75. Sun Auto also knowingly failed to create, keep, and preserve records with respect to work performed by Plaintiff and the members of the FLSA Collective sufficient to determine their wages, hours, and other conditions of employment, in violation of the FLSA, 29 U.S.C. § 211(c); 29 C.F.R. §§ 516.2(a)(7), 516.5(a), 516.6(a)(1).

76. In violating the FLSA, Sun Auto acted willfully and with reckless disregard of clearly applicable FLSA provisions, such that a three-year statute of limitations applies. 29 U.S.C. § 255(a).

77. Pursuant to 29 U.S.C. § 216(b), employers, such as Sun Auto, who fail to pay an employee wages in conformance with the FLSA shall be liable to the employee for the unpaid wages, an additional equal amount as liquidated damages, reasonable attorney's fees, and costs of the action.

COUNT II
Failure to Provide Meal Periods, RCW 49.12.020 and WAC 296-126-092
(On Behalf of Plaintiff and the Washington Class)

78. All previous paragraphs are incorporated as though fully set forth herein.

79. RCW 49.12.010 provides:

> The welfare of the state of Washington demands that all employees be protected from conditions of labor which have a pernicious effect on their health. The state of Washington, therefore, exercising herein its police and sovereign power declares that inadequate wages and unsanitary conditions of labor exert such pernicious effect.

80. RCW 49.12.020 provides that "[i]t shall be unlawful to employ any person in any industry or occupation within the state of Washington under conditions of labor detrimental to their health."

81. Pursuant to RCW 49.12.005(5) and WAC 296-126-002(9), conditions of labor "means and includes the conditions of rest and meal periods" for employees.

82. WAC 296-126-092 provides:

> (1) Employees shall be allowed a meal period of at least thirty minutes which commences no less than two hours nor more than five hours from the beginning of the shift. Meal periods shall be on the employer's time when the employee is required by the employer to remain on duty on the premises or at a prescribed work site in the interest of the employer. No employee shall be required to work more than five consecutive hours without a meal period.
>
> (2) Employees working three or more hours longer than a normal work day shall be allowed at least one thirty-minute meal period prior to or during the overtime period.
>
> (3) Employees shall be allowed a rest period of not less than ten minutes, on the employer's time, for each four hours of working time. Rest periods shall be scheduled as near as possible to the midpoint of the work period. No employee shall be required to work more than three hours without a rest period.
>
> (4) Where the nature of the work allows employees to take intermittent rest periods equivalent to ten minutes for each four hours worked, scheduled rest periods are not required.

83. Defendant implemented a policy and practice of failing to provide Plaintiff and the Washington Class Members with the meal and rest breaks to which they were

entitled, failing to ensure those breaks were taken, failing to record missed breaks, and failing to pay for missed breaks.

84. Because Plaintiff and Washington Class members have failed to receive the meal and rest breaks to which they were entitled, Defendant violated WAC 296-126-092.

85. Because Plaintiff and Washington Class members were constantly engaged in work activities during their paid rest breaks in violation of the WAC 296-126-092, Plaintiff and Washington Class members should be additionally compensated for ten minutes each for each rest break missed. *See Washington State Nurses Ass'n v. Sacred Heart Med. Ctr*., 175 Wn.2d 822, 287 P.3d 516 (2012).

86. Because Plaintiff and Washington Class members were constantly engaged in work activities during their paid meal breaks in violation of the WAC 296-126-092, Plaintiff and Washington Class members should be additionally compensated for thirty minutes each for each meal break missed. The additional thirty minutes for missed meal breaks is additional overtime hours worked.

87. Because Plaintiff and Washington Class members were constantly engaged in work activities during their paid meal breaks in violation of the WAC 296-126-092, Plaintiff and Washington Class members should be additionally compensated for thirty minutes for each meal break missed. *See Hill v. Garda CL Nw., Inc*., 198 Wn. App. 326, 361-62, 394 P.3d 390 (2017) ("We hold that treating violations of meal period requirements as wage violations is consistent with Wingert."), *rev'd on other grounds*, 191 Wn.2d 553, 424 P.3d 207 (2018).

88. As a result of these unlawful acts, Plaintiff and the Washington Class have been deprived of compensation in amounts to be determined at trial. Plaintiff and the Washington Class are entitled to the recovery of such damages, including interest thereon, and attorneys' fees and costs under RCW 49.48.030.

COUNT III
Failure to Pay All Wages and Overtime, RCW 49.46.090 and RCW 49.46.130
(On Behalf of Plaintiff and the Washington Class)

89. All previous paragraphs are incorporated as though fully set forth herein.

90. Pursuant to the WMWA, Sun Auto is required to pay Plaintiff and the Washington Class all wages to which they are entitled. RCW 49.46.090. Employers who pay any employee less than the amounts to which the employee is entitled are liable to the employee for the full amount due, in addition to costs and reasonable attorney's fees as allowed by the court. RCW 49.46.090(1).

91. The WMWA further requires Sun Auto to pay Plaintiff and the Washington Class one and one-half times their regular rate of pay for all hours worked in excess of forty hours in a workweek. RCW 49.46.130(1).

92. Time that Plaintiff and the Washington Class spent working while clocked out for meal periods, and meal periods during which they were required to remain on duty, constitute hours worked that Sun Auto was required to pay. *See* WAC 296-126-092(1).

93. By engaging in the acts alleged herein, Sun Auto violated the WMWA, including RCW 49.46.090 and RCW 49.46.130, by failing to compensate Plaintiff and the Washington Class for all time worked during meal periods and the additional compensation owed for missed, late, shortened, and interrupted meal periods, and by failing to pay overtime at one and one-half times their regular rate, inclusive of commissions and non-discretionary bonuses and incentive pay, for such time in workweeks in which they worked more than forty hours.

94. As a result of Sun Auto's unlawful acts, Plaintiff and the Washington Class have been deprived of compensation in amounts to be determined at trial, and are entitled to the recovery of such damages, together with interest, attorneys' fees, and costs, including under RCW 49.46.090, RCW 49.48.030, and RCW 19.52.020.

COUNT IV
Willful Withholding of Wages, RCW 49.52.050 and RCW 49.52.070
(On Behalf of Plaintiff and the Washington Class)

95. All previous paragraphs are incorporated as though fully set forth herein.

96. The WWRA provides that any employer or agent of any employer who "[w]ilfully and with intent to deprive the employee of any part of his or her wages" pays

"any employee a lower wage than the wage such employer is obligated to pay such employee by any statute, ordinance, or contract" shall be guilty of a misdemeanor. RCW 49.52.050(2).

97. The WWRA further provides that any employer who violates RCW 49.52.050 shall be liable in a civil action for twice the amount of wages unlawfully withheld, together with costs of suit and reasonable attorneys' fees. RCW 49.52.070.

98. An employer's nonpayment of wages is willful and made with intent "when it is the result of knowing and intentional action and not the result of a bona fide dispute as to the obligation of payment." *Wingert v. Yellow Freight Sys., Inc.*, 146 Wn.2d 841, 849, 50 P.3d 256 (2002) (quoting *Chelan Cnty. Deputy Sheriffs' Ass'n v. Chelan County*, 109 Wn.2d 282, 300, 745 P.2d 1 (1987)).

99. Sun Auto knew that its hourly employees were missing meal periods and working during meal periods, as its own management acknowledged in writing, and knew that its hourly employees must be compensated for all time worked, including time spent working during scheduled breaks. Sun Auto nonetheless intentionally failed to pay Plaintiff and the Washington Class all wages owed to them.

100. Sun Auto's violations of RCW 49.12.020, WAC 296-126-092, RCW 49.46.090, and RCW 49.46.130 were willful and made with intent to deprive Plaintiff and the Washington Class of wages within the meaning of RCW 49.52.050.

101. As a result of Sun Auto's unlawful acts, Plaintiff and the Washington Class have been deprived of compensation in amounts to be determined at trial, and are entitled to recover, *inter alia*, twice the amount of wages unlawfully withheld, together with interest, attorneys' fees, and costs, pursuant to RCW 49.52.070.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff seeks the following relief on behalf of himself and all others similarly situated:

a. An order permitting this litigation to proceed as an FLSA collective action pursuant to 29 U.S.C. § 216(b);

b. Prompt notice, pursuant to 29 U.S.C. § 216(b), of this litigation

to all potential FLSA Collective members;

c. An order certifying the Washington Class pursuant to Federal Rule of Civil Procedure 23, appointing Plaintiff as representative of the Washington Class, and appointing Plaintiff's counsel as counsel for the Washington Class;

d. A declaration that Sun Auto's practices described herein violate the FLSA and Washington law;

e. An order prohibiting Sun Auto from retaliating in any way against Plaintiff or any member of the FLSA Collective or the Washington Class based on their participation in, or pursuit of the claims alleged in, this action;

f. Back pay damages (including unpaid overtime compensation, unpaid wages, and additional compensation for missed, late, shortened, and interrupted meal periods) and prejudgment interest to the fullest extent permitted under the law;

g. Liquidated damages under 29 U.S.C. § 216(b) to the fullest extent permitted under the law;

h. Double damages under RCW 49.52.070 to the fullest extent permitted under the law;

i. Pre- and post-judgment interest, including at the rate of twelve percent per annum under RCW 19.52.020;

j. Litigation costs, expenses, and attorney's fees to the fullest extent permitted under the law, including under 29 U.S.C. § 216(b), RCW 49.46.090, RCW 49.48.030, and RCW 49.52.070; and

k. Such other and further relief as this Court deems just and proper.

JURY DEMAND

Plaintiff demands a trial by jury for all issues of fact.

Dated: October 29, 2026 Respectfully submitted,

By: */s/ Daniel Bonnett*

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* *Pro hac vice* application forthcoming.

EXHIBIT A

CONSENT TO JOIN AND AUTHORIZATION TO REPRESENT
Pursuant to the Fair Labor Standards Act, 29 U.S.C. § 216(b)

1. I consent and agree to pursue my claims under the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.* ("FLSA") arising out of my work with Sun Auto Tire and Services Inc. and/or related entities and individuals ("Sun Auto").

2. I worked for Sun Auto from on or about 08/25 (month, year) to on or about Cureent (month, year). During this time, I worked for Sun Auto in the following state(s): Washington.

3. I understand that this lawsuit is brought under the FLSA. I hereby consent, agree, and "opt in" to become a plaintiff herein and to be bound by any judgment by the Court or any settlement of this action.

4. I hereby designate Berger Montague PC, at 1818 Market Street, Suite 3600, Philadelphia, Pennsylvania 19103 ("Plaintiff's Counsel"), to represent me for all purposes in this action or any subsequent action against Sun Auto.

5. I also designate the named Plaintiff in this action, the collective action representative, as my agent to make decisions on my behalf concerning the litigation, including the method and manner of conducting this litigation, entering into settlement agreements, entering into an agreement with Plaintiff's Counsel concerning attorneys' fees and costs, and all other matters pertaining to this lawsuit.

Signature: Signed by: Anthony Harris A27716F5186942F...

Date: 10/26/2026

Name: Anthony Harris

Date of Birth: [redacted]

Address: [redacted]

Telephone: [redacted]

E-Mail: [redacted]

COMPLETE AND RETURN TO:
BERGER MONTAGUE PC
ATTN: Stefana Klipa
1818 Market Street, Suite 3600
Philadelphia, PA 19103
Tel: (215) 875-3033
Fax: (215) 875-4604
Email: sklipa@bm.net

UNITED STATES DISTRICT COURT DISTRICT OF ARIZONA

Civil Cover Sheet

This automated JS-44 conforms generally to the manual JS-44 approved by the Judicial Conference of the United States in September 1974. The data is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. The information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is authorized for use only in the District of Arizona.

The completed cover sheet must be printed directly to PDF and filed as an attachment to the Complaint or Notice of Removal.

Plaintiff(s): **Anthony Harris , ;**

County of Residence: Outside the State of Arizona

County Where Claim For Relief Arose: Maricopa

Plaintiff's Atty(s):

Daniel L Bonnett ,
Martin & Bonnett, P.L.L.C.
4647 N. 32nd Street, Suite 185
Phoenix, Arizona 85018
602-240-6900
Jennifer Kroll ,
Martin & Bonnett, P.L.L.C.
4647 N. 32nd Street, Suite 185
Phoenix, Arizona 85018
602-240-6900

Defendant(s): **Sun Auto Tire & Service, Inc. , ;**

County of Residence: Maricopa

Defendant's Atty(s):

,

,

IFP REQUESTED

REMOVAL FROM COUNTY, CASE #

II. Basis of Jurisdiction: **3. Federal Question (U.S. not a party)**

III. Citizenship of Principal Parties**(Diversity Cases Only)**

Plaintiff:- **N/A**

Defendant:- **N/A**

IV. Origin : **1. Original Proceeding**

V. Nature of Suit: **710 Fair Labor Standards Act**

VI.Cause of Action: **Violations of the Fair Labor Standards Act ("FLSA"), 29 U.S.C. §§ 201 to 219, and the wage and hour laws of the State of Washington, including the Washington Minimum Wage Act ("WMWA"), RCW 49.46 et seq., the Washington Industrial Welfare Act ("WIWA"), RCW 49.12 et seq., and the Washington Wage Rebate Act ("WWRA"), RCW 49.52.050 and 49.52.070**

VII. Requested in Complaint

Class Action: **Yes**

Dollar Demand: **TBD**

Jury Demand: **Yes**

VIII. This case **is not related** to another case.

Signature: /s/ Daniel L. Bonnett

Date: 10/29/2026

If any of this information is incorrect, please go back to the Civil Cover Sheet Input form using the *Back* button in your browser and change it. Once correct, save this form as a PDF and include it as an attachment to your case opening documents.

Revised: 01/2014

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of Arizona

Anthony Harris, individually, and on behalf of all others similarly situated

Plaintiff(s)

v.

Sun Auto Tire & Service, Inc.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Sun Auto Tire & Service, Inc.
Registered Business Agent
CT CORPORATION SYSTEM
3800 NORTH CENTRAL AVENUE, SUITE 460
PHOENIX, AZ, Maricopa, 85012

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Camille Fundora Rodriguez
Berger Montague PC
1818 Market Street, Suite 3600
Philadelphia, PA 19147

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* Sun Auto Tire & Service, Inc.
was received by me on *(date)* _____ .

❒ I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

❒ I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____ , a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

❒ I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

❒ I returned the summons unexecuted because _____ ; or

❒ Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc: