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County of Los Angeles  
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David W. Slayton,  
Executive Officer/Clerk of Court,  
By Y. Tarasyuk, Deputy Clerk

Attorneys for Plaintiff,  
NASHAT BOKTOR on behalf of  
himself, all aggrieved employees, and the State  
of California as a Private Attorneys General

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF LOS ANGELES**

NASHAT BOKTOR, individuals, on behalf of  
himself, all aggrieved employees, and the State  
of California as a Private Attorneys General,

Plaintiff,

vs.

TNH MOTORS, INC., a California  
corporation, and DOES 1-50, inclusive,

Defendant.

Case No.: **25STCV02437**

**REPRESENTATIVE ACTION**

**Violation of the Private Attorneys General  
Act of 2004, Cal. Labor Code §2698 *et seq.***

Plaintiff NASHAT BOKTOR brings this PAGA representative action complaint on behalf  
of himself, all aggrieved employees, and the State of California as a Private Attorneys General,  
and alleges as follows:

**NATURE OF THE ACTION**

1. Plaintiff NASHAT BOKTOR worked as an employee for Defendant TNH MOTORS,  
INC. and Does 1-50 (collectively "Defendant"). Defendant operates a vehicle repair shop. Plaintiff  
NASHAT BOKTOR worked for Defendant as a car salesman at its auto dealership from December

2023 until November 2024. Plaintiff brings this action pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Cal. Labor Code §2698 *et seq.*, on a representative basis. All current and former hourly, nonexempt employees of Defendant within one year of serving notice on the LWDA to the present are aggrieved employees.

2. Defendant failed to comply with California Labor Code requirements due to erroneous, willful and intentional employment practices and policies. Plaintiff brings this representative action on behalf of himself, all other similarly situated aggrieved employees, and the State of California, based upon the claims articulated below. Plaintiff provided notice of their claims pursuant to §2698 *et. seq.*, to the Labor and Workforce and Development Agency (“LWDA”) as illustrated by the attached Exhibit, the content of which is expressly incorporated herein. The LWDA has not provided any notice to Plaintiff following the exhaustion of the 65-day notice period required by 2699.3(a)(2)(B). Accordingly, Plaintiff now brings this Complaint for civil penalties under the Private Attorneys General Act (“PAGA”), Labor Code §2698 *et seq.*

3. Defendant has had a consistent policy and/or practice of: (1) failing to pay for all hours worked, including overtime hours worked; (2) failing to pay all wages owed twice per month; (3) failing to pay minimum wage; (4) failing to pay all wages due upon termination; (5) failing to provide rest breaks; (6) failing to permit compliant meal breaks; (7) failing to reimburse for required business expenses; (8) failing to provide accurate itemized wage statements and violating record keeping requirements. Defendant is therefore liable for civil penalties under the Cal. Labor Code, including the Private Attorney General Act (“PAGA”), Labor Code §2698 *et seq.*, as described more fully herein.

## THE PARTIES

4. Plaintiff NASHAT BOKTOR is a resident of the State of California and worked for Defendant as a car salesman at its auto dealership from December 2023 until November 2024.

5. Defendant TNH MOTORS, INC. is a California corporation authorized to do business and doing business in California with the capacity to sue and to be sued, and doing business, in the county of Los Angeles, State of California.

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

7. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and other aggrieved employees of the representative class, and exercised control over their wages, hours, and working conditions. Plaintiff is informed and believes and thereon allege that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant is legally attributable to the other Defendants.

## JURISDICTION AND VENUE

8. Venue is proper in this judicial district because Defendant conducts business in this county and each Defendant has legal obligations to Plaintiff and many of the aggrieved employees in this case that arose in this county.

9. The statutory penalties sought by Plaintiff exceed the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial. Based on information, investigation and analysis, Plaintiff alleges that the amount in controversy, including claims for monetary damages, penalties and attorney's fees is more than twenty-five thousand dollars (\$25,000).

10. The California Superior Court has jurisdiction in this matter because Plaintiff is a resident of California and Defendant is qualified to do business in California and regularly conduct business in California. Further, there is no federal question at issue as the claims herein are based solely on California law.

1                                   **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

2           11. During the relevant time-period, Defendant committed various violations of the  
3 California Labor Code as alleged below in more detail. Defendant enforces multiple policies that  
4 violate state law, which are intended to increase profits to the detriment of aggrieved employees.

5           12. This representative action represents over one hundred current and former aggrieved  
6 employees.

7           13. For at least one (1) year prior to the date of service notice on the LWDA, and continuing  
8 to the present, Defendant engaged in unlawful employment practices that resulted in violations of  
9 numerous Labor Code sections, as set forth more fully below.

10          14. Plaintiff and all current and former hourly, nonexempt employees within one year of  
11 filing this action to the present are aggrieved employees within the meaning of Labor Code 2699,  
12 *et seq.* (See Labor code §2699(c).)

13          15. Defendant, and each of them, have committed the following violations of the California  
14 Labor Code:

15                           **Failure to Pay For All Hours Worked, Including Overtime Hours Worked**

16           (Cal. Labor Code §§200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 246, 351, 510,  
17           558, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, IWC Wage Orders)

18          16. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and  
19 incorporate said paragraphs herein by reference.

20          17. The Wage Orders define “hours worked” as “the time during which an employee is  
21 subject to the control of an employer, and including all the time the employee is suffered or  
22 permitted to work, whether or not required to do so.” Defendant has been engaged in many  
23 unlawful employment practices which resulted in underpayment for hours worked each pay period,  
24 including overtime hours worked, as more fully set forth below. Defendant has also failed to pay  
25 the required minimum wage for all hours worked, and has failed to pay all wages owed twice per  
26 month.  
27  
28

1 18. Plaintiff and aggrieved employees have been employed under conditions prohibited by  
2 the wage order, and thus Defendant has also violated §§1198 and 1199. Defendant is liable for  
3 civil penalties pursuant to Labor Code §§558 and 2699 *et seq.*

4 19. Off-the-Clock Hours Worked. Plaintiff and aggrieved employees frequently worked  
5 off the clock and were routinely subjected to periods wherein they were under the Defendant's  
6 control but not compensated for their time.

7 20. For example, Plaintiff and aggrieved employees are sometimes asked to perform work  
8 after clocking out. They are also required to print their personal mobile phone numbers on their  
9 business cards and customers would contact them directly, even when off the clock. Plaintiff and  
10 aggrieved employees were also required to come in periodically on days off to perform a specific  
11 task that they were not allowed to clock in for. For example, Plaintiff has been required to report  
12 to work on a day off to drop off keys for a customer but did not receive pay for that time nor did  
13 he receive reporting time pay.

14 21. Plaintiff and aggrieved employees were also underpaid hours worked due to  
15 Defendant's rounding practice as well as Defendant's failure to pay all overtime, sick pay, and  
16 vacation wages at the correct regular rate of pay including all bonuses and commissions. Plaintiff  
17 further alleges that Defendant failed to pay overtime and all commission owed.

18 22. Plaintiff reports that Defendant would also delete overtime hours from his time records  
19 when he had low sales.

20 23. Work Performed During Unpaid Meal Periods. As more fully set forth below,  
21 Defendant failed to permit Plaintiff and others to take timely, off-duty, meal breaks of "not less  
22 than 30 minutes" for each five consecutive hours of work in violation of Labor Code §§226.7 and  
23 512.

24 24. Plaintiff and aggrieved employees sometimes worked during unpaid meal periods. On  
25 days when Plaintiff was unable to take a compliant meal period, he manager would require him to  
26 revise his time records to show that a compliant meal period was taken, removing time and pay  
27 from his wages.  
28

1                                    **Failure to Pay All Wages Owed Twice Per Month**

2                                    (Cal. Lab. Code §§204, 210, and 2698 *et seq.*)

3                    25. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and  
4 incorporate said paragraphs herein by reference.

5                    26. Defendant was required to pay Plaintiff and aggrieved employees all wages earned  
6 twice during each calendar month pursuant to Labor Code §204(a).

7                    27. Defendant failed to pay all wages earned to employees as a result of the unlawful  
8 employment policies and practices discussed herein. As a result of these practices, employees were  
9 underpaid for hours worked, including overtime and penalty wages, and this underpayment  
10 resulted in a failure to pay all wages owed twice per month.

11                   28. Due to these failures, Defendant is liable under Labor Code §204, 210 and 2698 *et seq.*  
12 for failure to pay wages as required by law.

13                                    **Failure to Pay Minimum Wage**

14 (Cal. Labor Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199, 2698 *et seq.*)

15                   29. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and  
16 incorporate said paragraphs herein by reference.

17                   30. Pursuant to Labor Code sections 1194, 1194.2 and 1197, it is unlawful for an employer  
18 to suffer or permit a California employee to work without paying wages at the proper minimum  
19 wage for all time worked as required by the applicable IWC Wage Order.

20                   31. Defendant failed to pay Plaintiff and aggrieved employees for all hours worked as a  
21 result of Defendant's practices described above. Based on Defendant's unlawful conduct  
22 described herein, and because Plaintiff and the aggrieved employees were paid at or near minimum  
23 wage, employer's failure to pay for all hours worked, including overtime, resulted in a payment of  
24 less than the minimum wage for all hours worked, in violation of Labor Code §1197, 1197.1, 1199  
25 and the Wage Orders. Defendant is liable for civil penalties pursuant to Labor Code §§558 and  
26 2699 *et seq.*

1                                    **Failure to Pay Wages Due Upon Termination**

2                                    (Cal. Lab. Code §§201, 202, 203, 227.3, 256 and 2698 *et seq.*)

3                    32. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and  
4 incorporate said paragraphs herein by reference.

5                    33. An employee who is discharged must be paid all of his or her wages, including accrued  
6 vacation, immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set  
7 forth above, Defendant knowingly and willfully failed to pay all compensation due and owing to  
8 Plaintiff at the time employment terminated.

9                    34. Defendant willfully failed to pay employees who are no longer employed by it all  
10 compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202.  
11 Plaintiff and similarly situated individuals are now entitled to recover up to thirty (30) days pay as  
12 waiting time under the terms of §203. Moreover, Defendant is liable for civil penalties pursuant to  
13 Cal. Lab. Code § 2698 *et. Seq.*

14                                    **Failure to Permit Compliant Meal Periods**

15                                    (Cal. Labor Code §§226 (a), 226.7, 512, 558, 1198, 2698 *et seq.*, Wage Order)

16                    35. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and  
17 incorporate said paragraphs herein by reference.

18                    36. Labor Code §512 provides, “[a]n employer may not employ an employee for a work  
19 period of more than five hours per day without providing the employee with a meal period of not  
20 less than 30 minutes...” Labor Code §226.7(a) provides, “[n]o employer shall require an employee  
21 to work during any meal... period mandated by an applicable order of the Industrial Welfare  
22 Commission.” Paragraph 11 of the Wage Order provides, in pertinent part, “[u]nless an employee  
23 is relieved of all duty during a 30-minute meal period, the meal period shall be considered an ‘on  
24 duty’ meal period and counted as time worked.”

25                    37. Defendant failed to permit Plaintiff and others to take timely, off-duty, meal breaks of  
26 “not less than 30 minutes” for each five consecutive hours of work in violation of Labor Code  
27 §§226.7 and 512. Defendant failed to pay all penalty pay to Plaintiff or aggrieved employees for  
28 noncompliant meal periods. As a derivative claim, Plaintiff alleges that pay statements were

1 inaccurate, failing to include required meal period penalties, thus failing the requirements of Labor  
2 Code §226(a). As a result of these violations, Defendant is liable for civil penalties pursuant to  
3 Cal. Labor Code §558 and §2698 *et. Seq.*

4 38. Plaintiff and Plaintiff's coworkers frequently missed first and second meal periods.  
5 When meal periods were provided, they were often late, short, and/or interrupted. For example, on  
6 occasions when Plaintiff missed or took a late meal period, his manager would require Plaintiff to  
7 revise his time records to show a compliant meal period. Meal periods were also often interrupted,  
8 at least 2-23 times per week. For example, if there was a dealer trade requiring him to drive a car  
9 to another dealership, or when it was busy.

10 39. Full, uninterrupted, off-duty, thirty-minute meal periods were not provided because  
11 Defendant: (1) did not account for all hours worked that were unaccounted for on their timecard;  
12 (2) did not adequately inform and train employees about their rights to meal periods and premium  
13 payments for non-compliant meal periods; (3) did not adequately inform and train employees about  
14 when, where and how to take timely and uninterrupted thirty-minute meal periods; (4) because  
15 Defendant did not staff enough people to schedule all timely and uninterrupted thirty-minute meal  
16 periods; (5) because management at various levels, affecting all hourly, non-exempt employees,  
17 refused to offer, permit, or enforce a lawfully compliant meal period policy; and/or (6) because  
18 Defendant unlawfully shaved and/or rounded clock in and clock out times for meal periods.  
19 Plaintiff and aggrieved employees were not paid a premium payment, paid as an hour's wage when  
20 meal periods were not given to them in compliance with California law

21 **Failure to Provide Rest Breaks**

22 (Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 et seq., Wage Orders)

23 40. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and  
24 incorporate said paragraphs herein by reference.

25 41. Defendant failed to maintain a compliant rest period policy and practice that provides  
26 its employees with off-duty rest periods as required by California law. Plaintiff reports that  
27 employees frequently missed rest periods as a result of Defendant's staffing and business practices,  
28 and that rest breaks were not scheduled into daily shifts.

1           42. Rest Breaks for Commissioned Employees. Plaintiff reports that he and his coworkers  
2 almost always missed rest periods as a result of Defendant’s staffing and business practices, and  
3 that rest breaks were not scheduled into daily shifts. In the car sales industry, employers are  
4 required to pay employees additional wages for rest periods. Many employers misconstrue this  
5 requirement to mean that they are not required to provide rest breaks, so long as they pay  
6 employees minimum wage for two 10-minute rest periods per day. This is incorrect.

7           43. All California employees, including car salespersons, paid solely on a commission  
8 basis, must get separate compensation for paid rest periods. *Vaquero v. Stoneledge Furniture, LLC*  
9 (2017) 9 Cal.App.5th 98. If an employer, like car dealerships, fails to separately compensate its  
10 commissioned salespeople for paid rest breaks, the employer must pay the employee one additional  
11 hour of wages for each workday the employer violates the paid rest break requirement.

12           44. In *Bluford v. Safeway Stores, Inc.* (2013) 216 Cal.App.4th 864, the California Court of  
13 Appeals clarified that employers must “separately compensate” employees for rest periods where  
14 the employer uses an “activity based compensation system” that does not directly compensate for  
15 rest periods.

16           45. The rest period requirement obligates employers to permit and authorize employees to  
17 take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish  
18 control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5  
19 Cal.5th 257, 269. Employers must pay employees an additional hour of wages at the employee’s  
20 regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted  
21 rest period, rest period(s) at improper time(s) during shift(s). Lab. Code §226.7; applicable IWC  
22 Wage Order, §12(B) (“If an employer fails to provide an employee a rest period in accordance  
23 with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of  
24 pay at the employee’s regular rate of compensation for each work day that the rest period is not  
25 provided”). Moreover, under California law rest periods must be a “net” ten minutes in a suitable  
26 rest area. (*Id.* at 268) (relying on January 3, 1986 and February 22, 2002 DLSE Letters wherein  
27 the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a  
28 rest area and cannot include time it takes to get to and from the rest area). The employer must show

1 that it clearly articulates the right to a net ten minutes, which means it must clearly communicate  
2 what “net” ten minutes means (i.e., regardless of what happens along the way to and from a rest  
3 area, employees are entitled to a full ten minutes of rest in the rest area). *Id.*; *see also*, *Bufile v.*  
4 *Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the “onus is on the employer to  
5 clearly communicate the authorization and permission [to take rest periods] to their employees.”).

6 46. Defendant did not authorize or permit all of its hourly employees to take at least a ten  
7 minute rest period in which they were relieved of all duties, for every 4 hours of work, or major  
8 fraction thereof, as required by Cal. Lab. Code §226.7, §512 and the Wage Orders. When breaks  
9 were missed Defendant failed to pay the 1-hour penalty, as required. Because Defendant violated  
10 the Wage Order, Defendant is liable under Labor Code §1198. As a result of these violations,  
11 Defendant is liable for civil penalties pursuant to Cal. Labor Code §2698 *et seq.*

12 47. In instances where Defendant paid commission employees for time owed for paid but  
13 untaken rest periods, Defendant failed to pay for untaken rest periods and if paid, paid these rest  
14 period payments at the employee’s base rate of pay instead of at the regular rate of pay, resulting  
15 in significant underpaid wages.

16 **Failure to Reimburse for Required Business Expenses**

17 (Cal. Labor Code §§1198, 2802, 2699 *et seq.*)

18 48. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and  
19 incorporate said paragraphs herein by reference.

20 49. Labor Code §2802 requires employers to indemnify employees for necessary  
21 expenditures or losses incurred by employees in direct consequence of the discharge of duties.  
22 Accordingly, Defendant is liable for civil penalties under PAGA §2699 *et seq.*

23 50. Plaintiff and aggrieved employees are required to use their personal cell phones for  
24 work related communications, although Defendant did not reimburse them in any way for the  
25 expense of their personal cell phone use as required by the Labor Code. Defendant required  
26 employees to print their personal cell phone numbers on their business cards. Additionally,  
27 Defendant required employees to download numerous apps, including UKG, Focus, and Provision  
28

1 **Failure to Provide Accurate Itemized Wage Statements & Violation of Record Keeping**  
2 **Requirements**

3 (Cal. Labor Code §§ 226, 1174, 2699 *et seq*)

4 51. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and  
5 incorporate said paragraphs herein by reference.

6 52. Defendant knowingly and intentionally failed to provide timely, accurate, itemized  
7 wage statements to Plaintiff and the aggrieved employees in accordance with Labor Code §§ 226  
8 and keep accurate records as required by §1174(d).

9 53. The legal name of Defendant is TNH, Inc., however wage statements list “Toyota North  
10 Hollywood, Inc.” which does not exist as a legal entity in California per the Secretary of State.

11 54. The statements provided to Plaintiff and aggrieved employees, and the records  
12 maintained by Defendant, have not accurately reflected actual gross wages earned, including pay  
13 for all hours worked and the accurate rate of pay for all hours worked, and overtime pay, sick pay  
14 at the correct rate, and pay for meal and rest period premium wages.

15 55. §226 (a) requires:

16 A. An employer, semimonthly or at the time of each payment of wages,  
17 shall furnish to his or her employee, either as a detachable part of the check,  
18 draft, or voucher paying the employee’s wages, or separately if wages are paid  
19 by personal check or cash, an accurate itemized statement in writing showing  
20 (1) gross wages earned, (2) total hours worked by the employee, except as  
21 provided in subdivision (j), (3) the number of piece-rate units earned and any  
22 applicable piece rate if the employee is paid on a piece-rate basis, (4) all  
23 deductions, provided that all deductions made on written orders of the employee  
24 may be aggregated and shown as one item, (5) net wages earned, (6) the  
25 inclusive dates of the period for which the employee is paid, (7) the name of the  
26 employee and only the last four digits of his or her social security number or an  
27 employee identification number other than a social security number, (8) the  
28 name and address of the legal entity that is the employer and, if the employer is

1 a farm labor contractor, as defined in subdivision (b) of Section 1682, the name  
2 and address of the legal entity that secured the services of the employer, and (9)  
3 all applicable hourly rates in effect during the pay period and the corresponding  
4 number of hours worked at each hourly rate by the employee...

5 56. Such failures called injury to Plaintiff and others, by, among other things, impeding  
6 them from knowing the true legal name of their employer, the total hours worked, and the amount  
7 of wages to which they are and were entitled. Defendant knowingly and intentionally failed to  
8 accurately itemize the gross wages earned, net wages earned, and total hours worked.

9 57. Defendant is liable for civil penalties pursuant to Labor Code § 2698 *et seq.*

10 58. Finally, Defendant has violated Labor Code §432.5 for forcing Plaintiff and aggrieved  
11 employees to sign employment-related contracts and documents that contained unlawful terms of  
12 employment, including invalid meal period waivers resulting from a noncompliant meal period  
13 policy and/or practice.

14 **FIRST CAUSE OF ACTION**

15 **Against Defendant for Violation of the Private Attorneys General Act (“PAGA”)**

16 **(California Labor Code §2698 *et seq.*)**

17 59. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and  
18 incorporate said paragraphs herein by reference.

19 60. Plaintiff is an “aggrieved employee” under PAGA, as he was employed by Defendant  
20 during the applicable statutory period and suffered one or more of the Labor Code violations set  
21 forth herein. Accordingly, Plaintiff seeks to recover on behalf of himself and all other current and  
22 former aggrieved employees of Defendant, the civil penalties provided by PAGA, plus reasonable  
23 attorneys’ fees and costs.

24 61. Plaintiff seeks to recover the PAGA civil penalties through a representative action  
25 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.  
26 4<sup>th</sup> 969. Therefore, class certification of the PAGA claims brought herein is not required.

27 62. Plaintiff seeks civil penalties pursuant to PAGA for violations of the following Labor  
28 Code provisions:

- a. Failure to Pay For All Hours Worked, Including Overtime Hours Worked (Cal. Labor Code §§200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 246, 351, 510, 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, IWC Wage Orders);
- b. Failure to Pay All Wages Owed Twice Per Month (Cal. Lab. Code §§204, 210, and 2698 *et seq.*);
- c. Failure to Pay Minimum Wage (Cal. Labor Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199, 2698 *et seq.*);
- d. Failure to Pay Wages Due Upon Termination (Cal. Lab. Code §§201, 202, 203, 227.3, 256 and 2698 *et seq.*);
- e. Failure to Permit Compliant Meal Periods (Cal. Labor Code §§226 (a), 226.7, 512, 558, 1198, 2698 *et seq.*, Wage Order);
- f. Failure to Provide Rest Breaks (Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 *et seq.*, Wage Orders);
- g. Failure to Reimburse for Required Business Expenses (Cal. Labor Code §§1198, 2802, 2699 *et seq.*);
- h. Failure to Provide Accurate Itemized Wage Statements & Violation of Record Keeping Requirements (Cal. Labor Code §§ 226, 1174, 2699 *et seq.*);

63. With respect to violations of Labor Code §226(a), Labor Code §226.3 imposes a civil penalty in addition to any other penalty provided by law of two hundred fifty dollars (\$250) per aggrieved employee for the first violation, and one thousand dollars (\$1,000) per aggrieved employee for each subsequent violation of Labor Code §226(a).

64. With respect to violations of Labor Code §512, Labor Code §558 imposes a civil penalty in addition to any other penalty provided by law of fifty dollars (\$50) for initial violations for each underpaid employee for each pay period for which the employee was underpaid, and one hundred dollars (\$100) for subsequent violations for each underpaid employee for each pay period for which the employee was underpaid.

65. Labor Code §2698 *et seq.* imposes a civil penalty of one hundred dollars (\$100) per pay period, per aggrieved employee for initial violations, and two hundred dollars (\$200) per pay

1 period, per aggrieved employee for subsequent violations for all Labor Code provisions for which  
2 a civil penalty is not specifically provided.

3 66. Plaintiff and the other current and former employees of Defendant are aggrieved  
4 employees. They were or are employed by Defendant, and each of them, and the violations alleged  
5 herein were committed against them. Plaintiff brings this action on behalf of himself and all other  
6 current and former aggrieved employees.

7 67. At the time of each violation, Defendant employed one or more employees.

8 68. As a result of the aforesaid wrongful and illegal conduct of Defendant, and each of  
9 them, Plaintiff and aggrieved employees are entitled to civil penalties in an amount to be  
10 determined at trial, pre-judgment interest, costs and attorneys' fees.

11 69. Plaintiff has complied with all procedural requirements of Labor Code §2699.3 prior  
12 to filing this Complaint. By the Notice attached as Exhibit 1, submitted online to the Labor and  
13 Workforce Development Agency ("LWDA") and served by certified mail upon Defendant,  
14 Plaintiff through counsel notified the LWDA and Defendant of the specific Labor Code provisions  
15 that Defendant has violated. The LWDA did not respond to Plaintiff's Notice within the statutory  
16 timeframe, and Plaintiff has therefore exhausted administrative remedies. Pursuant to Labor Code  
17 §2699.3, Plaintiff may now pursue their PAGA claims in this action on behalf of aggrieved  
18 employees and the State of California.

### 19 PRAYER FOR RELIEF

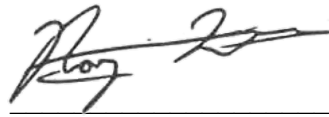
20 WHEREFORE, Plaintiff, individually and on behalf of the aggrieved employees, prays for  
21 judgement against Defendant as follows:

- 22 1. An award of civil penalties pursuant to PAGA and the Cal. Labor Code in an amount to be  
23 determined at trial, but at least the jurisdictional amount of this Court;
- 24 2. An award of reasonable attorneys' fees and costs pursuant to California Labor Code §2699(g)  
25 and/or other applicable law;
- 26 3. For civil penalties as provided under Labor Code §§226.3 and 558, and/or other applicable  
27 law;
- 28

- 1 4. Pre-judgement and post-judgement interest as provided by law; and  
2 5. Such other and further relief that the Court may deem just and proper.  
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4 DATED: January 29, 2025

**KOUL LAW FIRM, APC**

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8 Nazo Koulloukian, Esq.  
9 Attorneys for Plaintiff NASHAT BOKTOR, and all  
aggrieved employees  
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## **EXHIBIT 1**



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3435 WILSHIRE BLVD

SUITE 1710

LOS ANGELES, CA 90010

www.koullaw.com

November 25, 2024

**Via E-filing:**

California Labor & Workforce  
Development Agency  
455 Golden Gate Avenue, 9<sup>th</sup> Floor  
San Francisco, CA 94102

**Via Certified U.S. Mail:**

TNH Motors, Inc.  
4606 Lankershim Blvd.  
North Hollywood, CA 91602

TNH Motors, Inc.  
c/o Anthony Molino  
4751 Wilshire Blvd, Suite 207  
Los Angeles, CA 90010

Re:               PAGA Notice Pursuant to California Labor Code §2698 *et seq.*

Claimant:       Nashat Boktor  
Employer:       TNH Motors, Inc.

Dear Sir or Madam:

Nashat Boktor (“Claimant”) has retained Nazo Koulloukian, Esq. of Koul Law Firm, APC, to represent Claimant, and all other aggrieved employees, for conditions of employment and wage and hour claims against former employer, TNH Motors, Inc. (hereafter “Employer”).

Employer hired Mr. Boktor to work as a car salesman at its auto dealership from December 2023 until November 2024.

Claimant alleges herein the specific provisions of California law that Employer has violated, requiring this Notice, including but not limited to: California Labor Code sections 201-203, 204, 208, 216, 221-223, 226, 226.2, 226.7, 245-248.6, 432, 432.5, 432.6, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and all applicable Wage Orders.

Employer violated, and/or has caused to be violated, several Labor Code provisions and is therefore liable for civil penalties under Labor Code § 2698 *et seq.* We request that your agency investigate the claims alleged below or permit Claimant to seek civil penalties under the Private Attorney General Act (“PAGA”), Labor Code § 2698 *et seq.*, on behalf of the Labor and Workforce and development Agency (“LWDA”) and the State of California in a representative action. This letter will serve as notice of these allegations pursuant to Labor Code § 2699.3. Based on information and belief, Employer continues to commit all the violations alleged herein.

**Failure to Pay For All Hours Worked, Including Overtime Hours Worked**

(Cal. Labor Code §§200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 246, 351, 510, 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, IWC Wage Orders)

The Wage Orders define “hours worked” as “the time during which an employee is subject to the control of an employer, and including all the time the employee is suffered or permitted to work, whether or not required to do so.” Employer has been engaged in many unlawful employment practices which resulted in underpayment for hours worked each pay period, including overtime hours worked, as more fully set forth below. Employer has also failed to pay the required minimum wage for all hours worked, and has failed to pay all wages owed twice per month.

Claimant and aggrieved employees have been employed under conditions prohibited by the wage order, and thus Employer has also violated §§1198 and 1199. Employer is liable for civil penalties pursuant to Labor Code §§558 and 2699 *et seq.*

**Off-the-Clock Hours Worked**

Claimant and aggrieved employees frequently worked off the clock and were routinely subjected to periods wherein they were under the Employer’s control but not compensated for their time.

For example, Claimant and aggrieved employees are sometimes asked to perform work after clocking out. They are also required to print their personal mobile phone numbers on their business cards and customers would contact them directly, even when off the clock. Employees were also required to come in periodically on days off to perform a specific task that they were not allowed to clock in for. For example, Claimant has been required to report to work on a day off to drop off keys for a customer but did not receive pay for that time nor did he receive reporting time pay.

Employees were also underpaid hours worked due to Employer’s rounding practice as well as Employer’s failure to pay all overtime, sick pay, and vacation wages at the correct regular rate of pay including all bonuses and commissions. Claimant further alleges that Employer failed to pay overtime and all commission owed.

Claimant reports that Employer would also delete overtime hours from his time records when he had low sales.

### Work Performed During Unpaid Meal Periods

As more fully set forth below, Employer failed to permit Claimant and others to take timely, off-duty, meal breaks of “not less than 30 minutes” for each five consecutive hours of work in violation of Labor Code §§226.7 and 512.

Claimant and aggrieved employees sometimes worked during unpaid meal periods. On days when Claimant was unable to take a compliant meal period, the manager would require him to revise his time records to show that a compliant meal period was taken, removing time and pay from his wages.

### **Failure to Pay All Wages Owed Twice Per Month**

(Cal. Lab. Code §§204, 210, and 2698 *et seq.*)

Employer was required to pay Claimant and aggrieved employees all wages earned twice during each calendar month pursuant to Labor Code §204(a).

Employer failed to pay all wages earned to employees as a result of the unlawful employment policies and practices discussed herein. As a result of these practices, employees were underpaid for hours worked, including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages owed twice per month.

Due to these failures, Employer is liable under Labor Code §204, 210 and 2698 *et seq.* for failure to pay wages as required by law.

### **Failure to Pay Minimum Wage**

**(Cal. Labor Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199, 2698 *et seq.*)**

Pursuant to Labor Code sections 1194, 1194.2 and 1197, it is unlawful for an employer to suffer or permit a California employee to work without paying wages at the proper minimum wage for all time worked as required by the applicable IWC Wage Order.

Employer failed to pay Claimant and aggrieved employees for all hours worked as a result of Employer’s practices described above. Based on Employer’s unlawful conduct described herein, and because Claimant and the aggrieved employees were paid at or near minimum wage, employer’s failure to pay for all hours worked, including overtime, resulted in a payment of less than the minimum wage for all hours worked, in violation of Labor Code §1197, 1197.1, 1199 and the Wage Orders. Employer is liable for civil penalties pursuant to Labor Code §§558 and 2699 *et seq.*

### **Failure to Pay Wages Due Upon Termination**

#### **(Cal. Lab. Code §§201, 202, 203, 227.3, 256 and 2698 *et seq.*)**

An employee who is discharged must be paid all of his or her wages, including accrued vacation, immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set forth above, Employer knowingly and willfully failed to pay all compensation due and owing to Claimant at the time employment terminated.

Employer willfully failed to pay employees who are no longer employed by it all compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202. Claimant and similarly situated individuals are now entitled to recover up to thirty (30) days pay as waiting time under the terms of §203. Moreover, Employer is liable for civil penalties pursuant to Cal. Lab. Code § 2698 *et. seq.*

### **Failure to Permit Compliant Meal Periods**

#### **(Cal. Labor Code §§226 (a), 226.7, 512, 558, 1198, 2698 *et seq.*, Wage Order)**

Labor Code §512 provides, “[a]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes...” Labor Code §226.7(a) provides, “[n]o employer shall require an employee to work during any meal... period mandated by an applicable order of the Industrial Welfare Commission.” Paragraph 11 of the Wage Order provides, in pertinent part, “[u]nless an employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an ‘on duty’ meal period and counted as time worked.”

Employer failed to permit Claimant and others to take timely, off-duty, meal breaks of “not less than 30 minutes” for each five consecutive hours of work in violation of Labor Code §§226.7 and 512. Employer failed to pay all penalty pay to Claimant or aggrieved employees for noncompliant meal periods. As a derivative claim, Claimant alleges that pay statements were inaccurate, failing to include required meal period penalties, thus failing the requirements of Labor Code §226(a). As a result of these violations, Employers are liable for civil penalties pursuant to Cal. Labor Code §558 and §2698 *et. seq.*

Claimant and Claimant’s coworkers frequently missed first and second meal periods. When meal periods were provided, they were often late, short, and/or interrupted. For example, on occasions when Claimant missed or took a late meal period, his manager would require Claimant to revise his time records to show a compliant meal period. Meal periods were also often interrupted, at least 2-23 times per week. For example, if there was a dealer trade requiring him to drive a car to another dealership, or when it was busy.

Full, uninterrupted, off-duty, thirty-minute meal periods were not provided because Employer: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to meal periods and premium payments for non-compliant meal periods; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted thirty-minute meal periods; (4) because

Employer did not staff enough people to schedule all timely and uninterrupted thirty-minute meal periods; (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant meal period policy; and/or (6) because Employer unlawfully shaved and/or rounded clock in and clock out times for meal periods. Employees were not paid a premium payment, paid as an hour's wage when meal periods were not given to them in compliance with California law.

### **Failure to Provide Rest Breaks**

#### **(Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 et seq., Wage Orders)**

Employer failed to maintain a compliant rest period policy and practice that provides its employees with off-duty rest periods as required by California law. Claimant reports that employees frequently missed rest periods as a result of Employer's staffing and business practices, and that rest breaks were not scheduled into daily shifts.

#### **Rest Breaks for Commissioned Employees**

Plaintiff reports that he and his coworkers almost always missed rest periods as a result of Defendant's staffing and business practices, and that rest breaks were not scheduled into daily shifts. In the car sales industry, employers are required to pay employees additional wages for rest periods. Many employers misconstrue this requirement to mean that they are not required to provide rest breaks, so long as they pay employees minimum wage for two 10-minute rest periods per day. This is incorrect.

All California employees, including car salespersons, paid solely on a commission basis, must get separate compensation for paid rest periods. *Vaquero v. Stoneledge Furniture, LLC* (2017) 9 Cal.App.5th 98. If an employer, like car dealerships, fails to separately compensate its commissioned salespeople for paid rest breaks, the employer must pay the employee one additional hour of wages for each workday the employer violates the paid rest break requirement.

In *Bluford v. Safeway Stores, Inc.* (2013) 216 Cal.App.4th 864, the California Court of Appeals clarified that employers must "separately compensate" employees for rest periods where the employer uses an "activity based compensation system" that does not directly compensate for rest periods.

The rest period requirement obligates employers to permit and authorize employees to take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. Employers must pay employees an additional hour of wages at the employee's regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted rest period, rest period(s) at improper time(s) during shift(s). Lab. Code §226.7; applicable IWC Wage Order, §12(B) ("If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided"). Moreover, under California law rest periods must be a "net" ten minutes in a suitable rest area. (*Id.* at 268) (relying on January 3, 1986 and February 22, 2002 DLSE Letters wherein

the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a rest area and cannot include time it takes to get to and from the rest area). The employer must show that it clearly articulates the right to a net ten minutes, which means it must clearly communicate what “net” ten minutes means (i.e., regardless of what happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in the rest area). *Id.*; *see also*, *Bufile v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the “onus is on the employer to clearly communicate the authorization and permission [to take rest periods] to their employees.”).

Employer did not authorize or permit all of its hourly employees to take at least a ten minute rest period in which they were relieved of all duties, for every 4 hours of work, or major fraction thereof, as required by Cal. Lab. Code §226.7, §512 and the Wage Orders. When breaks were missed Employer failed to pay the 1-hour penalty, as required. Because Employer violated the Wage Order, Employer is liable under Labor Code §1198. As a result of these violations, Employer is liable for civil penalties pursuant to Cal. Labor Code §2698 *et. seq.*

In instances where Employer paid commission employees for time owed for paid but untaken rest periods, Employer failed to pay for untaken rest periods and if paid, paid these rest period payments at the employee’s base rate of pay instead of at the regular rate of pay, resulting in significant underpaid wages.

#### **Failure to Reimburse for Required Business Expenses**

##### **(Cal. Labor Code §§1198, 2802, 2699 *et seq.*)**

Labor Code §2802 requires employers to indemnify employees for necessary expenditures or losses incurred by employees in direct consequence of the discharge of duties. Accordingly, Employers are liable for civil penalties under PAGA §2699 *et seq.*

Claimant and aggrieved employees are required to use their personal cell phones for work related communications, although Employers did not reimburse them in any way for the expense of their personal cell phone use as required by the Labor Code. Employer required employees to print their personal cell phone numbers on their business cards. Additionally, Employer required employees to download numerous apps, including UKG, Focus, and Provision.

#### **Failure to Provide Accurate Itemized Wage Statements**

##### **(Cal. Labor Code §§ 226, 1174, 2699 *et seq.*)**

Employer knowingly and intentionally failed to provide timely, accurate, itemized wage statements to Claimant and the aggrieved employees in accordance with Labor Code §§ 226 and keep accurate records as required by §1174(d).

The legal name of Employer is TNH, Inc., however wage statements list “Toyota North Hollywood, Inc.” which does not exist as a legal entity in California per the Secretary of State.

The statements provided to Claimants and aggrieved employees, and the records maintained by Employer, have not accurately reflected actual gross wages earned, including pay

for all hours worked and the accurate rate of pay for all hours worked, and overtime pay, sick pay at the correct rate, and pay for meal and rest period premium wages.

§226 (a) requires:

An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee...

Such failures called injury to Claimant and others, by, among other things, impeding them from knowing the true legal name of their employer, the total hours worked, and the amount of wages to which they are and were entitled. Employer knowingly and intentionally failed to accurately itemize the gross wages earned, net wages earned, and total hours worked.

Employer is liable for civil penalties pursuant to Labor Code § 2698 *et seq.*

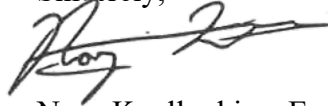
Finally, Employer has violated Labor Code §432.5 for forcing Claimant and aggrieved employees to sign employment-related contracts and documents that contained unlawful terms of employment, including invalid meal period waivers resulting from a noncompliant meal period policy and/or practice.

Finally, Employer has violated Labor Code §432.5 for forcing Claimant and aggrieved employees to sign employment related contracts and documents that contained unlawful terms of employment.

**Conclusion**

Employer has violated a number of California wage and hour laws. Claimant respectfully requests that the agency investigate the above allegations and hereby provides notice of the allegations pursuant to PAGA's provisions. Alternatively, Claimant requests that the agency inform Claimant if it does not intend to investigate these violations so that Claimant may pursue these claims as a representative action in civil court.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nazo Koulloukian', with a long horizontal flourish extending to the right.

Nazo Koulloukian, Esq.  
Attorney for Claimant