

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (State Bar #068687)
Kyle R. Nordrehaug (State Bar #205975)
Aparajit Bhowmik (State Bar #248066)
Nicholas J. De Blouw (State Bar #280922)
Victoria B. Rivapalacio (State Bar #275115)
victoria@bamlawca.com
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858)551-1223
Facsimile: (858) 551-1232
Website: www.bamlawca.com

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

ELI ANWAY, an individual, and on behalf of
the State of California, as a private attorney
general,

Plaintiff,

vs.

MCKENNA MOTORS TORRANCE, INC., a
Corporation; MCKENNA MOTOR
COMPANY, INC., a Corporation;
MCKENNA MOTORS CERRITOS, INC., a
Corporation; MCKENNA MOTORS
HUNTINGTON BEACH, INC., a
Corporation; MCKENNA MOTORS
NORWALK, INC., a Corporation; and DOES
1 through 50, inclusive,

Defendant.

Case No. 26TRCV00959

COMPLAINT FOR:

1. Civil Penalties Pursuant to Labor Code § 2699 for violations of Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and Violation of Applicable Industrial Welfare Commission Wage Order(s);
2. Retaliation in Violation of Labor Code § 1102.5; and,
3. Wrongful Termination in Violation of Public Policy.

DEMAND FOR A JURY TRIAL

1 Eli Anway (“PLAINTIFF”), on behalf of the people of the State of California and as
2 an “aggrieved employee” acting as a private attorney general under the Labor Code Private
3 Attorney General Act of 2004, § 2699 (“PAGA”) with regard to the First Cause of Action, and
4 as an individual with regard to the Second and Third Causes of Action, alleges on information
5 and belief, except for his own acts and knowledge which are based on personal knowledge, the
6 following:

7 INTRODUCTION

8 1. PLAINTIFF brings the First Cause of Action against defendants McKenna Motors
9 Torrance, Inc., McKenna Motor Company, Inc., McKenna Motors Cerritos, Inc., McKenna
10 Motors Huntington Beach, Inc. and McKenna Motors Norwalk, Inc. (referred to as
11 “DEFENDANT”) seeking only to recover PAGA civil penalties on behalf of all current and
12 former aggrieved employees that worked for DEFENDANT. PLAINTIFF does **not seek to**
13 **recover anything other than penalties as permitted by California Labor Code § 2699.** To
14 the extent that statutory violations are mentioned for wage violations, PLAINTIFF does not seek
15 underlying general and/or special damages for those violations, but simply the civil penalties
16 permitted by California Labor Code § 2699.

17 2. California has enacted the PAGA which permits PLAINTIFF to bring an action
18 for PAGA penalties *only*, which is the precise and sole nature of this action.

19 3. Accordingly, as to the First Cause of Action, PLAINTIFF seeks to obtain all
20 applicable relief for DEFENDANT’s violations under PAGA and solely for the relief as
21 permitted by PAGA – that is, penalties and any other relief the Court deems proper pursuant to
22 the PAGA.

23 4. As to the First Cause of Action, PLAINTIFF is not suing in his individual
24 capacity; he is proceeding herein solely under the PAGA, on behalf of the State of California
25 for all aggrieved employees. With regard to the First Cause of Action, nothing in this complaint
26 should be construed as PLAINTIFF suing in his individual capacity.

5. PLAINTIFF brings the Second and Third Causes of Action individually against DEFENDANT for special damages, punitive damages, pre-judgment interest, costs and reasonable attorneys' fees as set forth below.

THE PARTIES

6. McKenna Motors Torrance, Inc. ("DEFENDANT") is a corporation that at all relevant times mentioned herein conducted and continues to conduct substantial business in California.

7. McKenna Motor Company, Inc. ("DEFENDANT") is a corporation that at all relevant times mentioned herein conducted and continues to conduct substantial business in California.

8. McKenna Motors Cerritos, Inc. ("DEFENDANT") is a corporation that at all relevant times mentioned herein conducted and continues to conduct substantial business in California.

9. McKenna Motors Huntington Beach, Inc. ("DEFENDANT") is a corporation that at all relevant times mentioned herein conducted and continues to conduct substantial business in California.

10. McKenna Motors Norwalk, Inc. ("DEFENDANT") is a corporation that at all relevant times mentioned herein conducted and continues to conduct substantial business in California.

11. The entities named in paragraphs 6-10 above (and any DOE entities later named) are the joint employers of PLAINTIFF as evidenced by paycheck, standardized company employment handbooks, by standardized policies and procedures, by the company PLAINTIFF performs work for respectively and are therefore jointly responsible as employers for the conduct alleged herein, and are therefore collectively referred to herein as ("DEFENDANT").

12. DEFENDANT owns and operates new and used car dealerships in California.

13. PLAINTIFF was employed by DEFENDANT in California from January 2, 2025 to June 2, 2025. PLAINTIFF was at all times classified by DEFENDANT as a non-exempt

1 employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and
2 payment of minimum and overtime wages due for all time worked.

3 14. PLAINTIFF, and such persons that may be added from time to time who satisfy
4 the requirements and exhaust the administrative procedures under the Private Attorney General
5 Act, brings this Representative Action on behalf of the State of California with respect to all
6 individuals who are or previously were employed by McKenna Motors Torrance, Inc. and/or
7 McKenna Motor Company, Inc. and/or McKenna Motors Cerritos, Inc. and/or McKenna
8 Motors Huntington Beach, Inc. and/or McKenna Motors Norwalk, Inc. in California, including
9 any employees staffed with McKenna Motors Torrance, Inc. and/or McKenna Motor Company,
10 Inc. and/or McKenna Motors Cerritos, Inc. and/or McKenna Motors Huntington Beach, Inc.
11 and/or McKenna Motors Norwalk, Inc. by a third party, and classified as non-exempt employees
12 (“AGGRIEVED EMPLOYEES”) during the time period of September 30, 2024 until a date as
13 determined by the Court (the "PAGA PERIOD").

14
15 15. PLAINTIFF, on behalf of all AGGRIEVED EMPLOYEES presently or formerly
16 employed by DEFENDANT during the PAGA PERIOD, brings this representative action
17 pursuant to Labor Code § 2699 seeking fixed civil penalties for DEFENDANT’s violation of
18 California Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2),
19 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040,
20 Subdivision 5(A)-(B), and the applicable Wage Order(s). Based upon the foregoing,
21 PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved employees within the meaning
22 of Labor Code § 2699.

23 16. The true names and capacities, whether individual, corporate, subsidiary,
24 partnership, associate or otherwise of DEFENDANT DOES 1 through 50, inclusive, are
25 presently unknown to PLAINTIFF who therefore sues these DEFENDANT by such fictitious
26 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this
27 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when they
28 are ascertained. PLAINTIFF is informed and believes, and based upon that information and

1 belief alleges, that the DEFENDANT named in this Complaint, including DOES 1 through 50,
2 inclusive, are responsible in some manner for one or more of the events and happenings that
3 proximately caused the injuries and damages hereinafter alleged.

4 17. The agents, servants and/or employees of the DEFENDANT and each of them
5 acting on behalf of the DEFENDANT acted within the course and scope of his, her or its
6 authority as the agent, servant and/or employee of the DEFENDANT, and personally
7 participated in the conduct alleged herein on behalf of the DEFENDANT with respect to the
8 conduct alleged herein. Consequently, the acts of each Defendant are legally attributable to the
9 other DEFENDANT and all DEFENDANT are jointly and severally liable to PLAINTIFF and
10 all the AGGRIEVED EMPLOYEES, for the loss sustained as a proximate result of the conduct
11 of the DEFENDANT's agents, servants and/or employees.

12 THE CONDUCT

13 18. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT
14 was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all their time
15 worked, meaning the time during which an employee is subject to the control of an
16 employer, including all the time the employee is suffered or permitted to work.
17 DEFENDANT requires PLAINTIFF and the AGGRIEVED EMPLOYEES to work without
18 paying them for all the time they are under DEFENDANT's control. Among other things,
19 DEFENDANT requires PLAINTIFF to work while clocked out during what is supposed to
20 be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by
21 work assignments while clocked out for what should have been PLAINTIFF's off-duty
22 meal break. DEFENDANT, as a matter of established company policy and procedure,
23 administers a uniform practice of rounding the actual time worked and recorded by
24 PLAINTIFF and the AGGRIEVED EMPLOYEES, always to the benefit of DEFENDANT,
25 so that during the course of their employment, PLAINTIFF and the AGGRIEVED
26 EMPLOYEES are paid less than they would have been paid had they been paid for actual
27 recorded time rather than "rounded" time. As a result, PLAINTIFF and the AGGRIEVED
28 EMPLOYEES forfeit minimum wage, overtime wage compensation, and off-duty meal

1 breaks by working without their time being correctly recorded and without compensation at
2 the applicable rates. DEFENDANT's policy and practice not to pay PLAINTIFF and the
3 AGGRIEVED EMPLOYEES for all time worked, is evidenced by DEFENDANT's
4 business records.

5 19. State law provides that employees must be paid overtime and meal and rest
6 break premiums at one-and-one-half times their "regular rate of pay." PLAINTIFF and the
7 AGGRIEVED EMPLOYEES are compensated at an hourly rate plus incentive pay that is
8 tied to specific elements of an employee's performance.

9 20. The second component of PLAINTIFF's and the AGGRIEVED
10 EMPLOYEES' compensation is DEFENDANT's non-discretionary incentive program that
11 paid PLAINTIFF and the AGGRIEVED EMPLOYEES incentive wages based on their
12 performance for DEFENDANT. The non-discretionary incentive program provided all
13 employees paid on an hourly basis with incentive compensation when the employees met
14 the various performance goals set by DEFENDANT. However, when calculating the
15 regular rate of pay in order to pay overtime and meal and rest break premiums to
16 PLAINTIFF and the AGGRIEVED EMPLOYEES, DEFENDANT failed to include the
17 incentive compensation as part of the employees' "regular rate of pay" for purposes of
18 calculating overtime pay and meal and rest break premium pay. Management and
19 supervisors described the incentive program to potential and new employees as part of the
20 compensation package. As a matter of law, the incentive compensation received by
21 PLAINTIFF and the AGGRIEVED EMPLOYEES must be included in the "regular rate of
22 pay." The failure to do so has resulted in a underpayment of overtime compensation and
23 meal and rest break premiums to PLAINTIFF and the AGGRIEVED EMPLOYEES by
24 DEFENDANT.

25 21. As a result of their rigorous work schedules, PLAINTIFF and the
26 AGGRIEVED EMPLOYEES were from time to time unable to take thirty (30) minute off
27 duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF
28 and the AGGRIEVED EMPLOYEES were required from time to time to perform work as

1 ordered by DEFENDANT for more than five (5) hours during some shifts without receiving
2 a meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFF and
3 AGGRIEVED EMPLOYEES with a second off-duty meal period for some workdays in
4 which these employees were required by DEFENDANT to work ten (10) hours of work.
5 DEFENDANT also engaged in the practice of rounding the meal period times to avoid
6 paying penalties to PLAINTIFF and the AGGRIEVED EMPLOYEES. PLAINTIFF and
7 the AGGRIEVED EMPLOYEES therefore forfeit meal breaks without additional
8 compensation and in accordance with DEFENDANT's corporate policy and practice.

9 22. During the PAGA PERIOD, PLAINTIFF and the AGGRIEVED
10 EMPLOYEES were also required from time to time to work in excess of four (4) hours
11 without being provided ten (10) minute rest periods. Further, these employees were denied
12 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2)
13 to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes
14 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,
15 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10)
16 hours or more from time to time. PLAINTIFF and the AGGRIEVED EMPLOYEES were
17 also not provided with one hour wages in lieu thereof. Additionally, the applicable
18 California Wage Order requires employers to provide employees with off-duty rest periods,
19 which the California Supreme Court defined as time during which an employee is relieved
20 from all work related duties and free from employer control. In so doing, the Court held that
21 the requirement under California law that employers authorize and permit all employees to
22 take rest period means that employers must relieve employees of all duties and relinquish
23 control over how employees spend their time which includes control over the locations
24 where employees may take their rest period. Employers cannot impose controls that prohibit
25 an employee from taking a brief walk - five minutes out, five minutes back. Here,
26 DEFENDANT's policy restricted PLAINTIFF and the AGGRIEVED EMPLOYEES from
27 unconstrained walks and is unlawful based on DEFENDANT's rule which states
28

1 PLAINTIFF and the AGGRIEVED EMPLOYEES cannot leave the work premises during
2 their rest period.

3 23. During the PAGA PERIOD, DEFENDANT failed to accurately record and
4 pay PLAINTIFF and the AGGRIEVED EMPLOYEES for the actual amount of time these
5 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
6 DEFENDANT was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for
7 all time worked, meaning the time during which an employee was subject to the control of
8 an employer, including all the time the employee was permitted or suffered to permit this
9 work. DEFENDANT required these employees to work off the clock without paying them
10 for all the time they were under DEFENDANT's control. As such, DEFENDANT knew or
11 should have known that PLAINTIFF and the AGGRIEVED EMPLOYEES were under
12 compensated for all time worked. As a result, PLAINTIFF and the AGGRIEVED
13 EMPLOYEES forfeited time worked by working without their time being accurately
14 recorded and without compensation at the applicable minimum wage and overtime wage
15 rates. To the extent that the time worked off the clock does not qualify for overtime
16 premium payment, DEFENDANT failed to pay minimum wages for the time worked off-
17 the-clock in violation of Cal. Lab. Code §§ 1194, 1197, and 1197.1.

18 24. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
19 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to
20 show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226
21 provides that every employer shall furnish each of his or her employees with an accurate
22 itemized wage statement in writing showing, among other things, gross wages earned and
23 all applicable hourly rates in effect during the pay period and the corresponding amount of
24 time worked at each hourly rate. PLAINTIFF and the AGGRIEVED EMPLOYEES were
25 paid on an hourly basis. As such, the wage statements should reflect all applicable hourly
26 rates during the pay period and the total hours worked, and the applicable pay period in
27 which the wages were earned pursuant to California Labor Code Section 226(a). The wage
28 statements DEFENDANT provided to PLAINTIFF and the AGGRIEVED EMPLOYEES

1 failed to identify such information. More specifically, the wage statements failed to identify
2 the accurate total hours worked each pay period. When the hours shown on the wage
3 statements were added up, they did not equal the actual total hours worked during the pay
4 period in violation of Cal. Lab. Code 226(a)(2). Aside, from the violations listed above in
5 this paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage statement
6 that lists all the requirements under California Labor Code 226. As a result, DEFENDANT
7 from time to time provided PLAINTIFF and the AGGRIEVED EMPLOYEES with wage
8 statements which violated Cal. Lab. Code § 226.

9 25. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be
10 deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if
11 the wages are paid not more than seven (7) calendar days following the close of the payroll
12 period. Cal. Lab. Code § 210 provides:

13 in [I]n addition to, and entirely independent and apart from, any other penalty provided
14 this article, every person who fails to pay the wages of each employee as provided in
15 Sections. . . .204. . .shall be subject to a civil penalty as follows: (1) For any initial
16 violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For
each subsequent violation, or any willful or intentional violation, two hundred
dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount
unlawfully withheld.

17 26. DEFENDANT from time to time failed to pay PLAINTIFF and the
18 AGGRIEVED EMPLOYEES within seven (7) days of the close of the payroll period in
19 accordance with Cal. Lab. Code § 204(d), including but not limited to the “Hourly” regular
20 wage payments.

21 27. DEFENDANT underpaid sick pay wages to PLAINTIFF and the
22 AGGRIEVED EMPLOYEES by failing to pay such wages at the regular rate of pay in
23 violation of Cal. Lab. Code Section 246. Specifically, PLAINTIFF and other non-exempt
24 employees earn non-discretionary remuneration, including, but not limited to, incentives,
25 shift differential pay, and bonuses. Rather than pay sick pay at the regular rate of pay,
26 DEFENDANT underpays sick pay to PLAINTIFF and the AGGRIEVED EMPLOYEES at
27 their base rates of pay.

28 28. Cal. Lab. Code Section 246(l)(2) requires that paid sick time for nonexempt

1 employees be calculated by dividing the employee's total wages, not including overtime
2 premium pay, by the employee's total hours worked in the full pay periods of the prior 90
3 days of employment.

4 29. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay
5 at the regular rate of pay. PLAINTIFF and the AGGRIEVED EMPLOYEES routinely
6 earned non-discretionary incentive wages which increased their regular rate of pay.
7 However, when sick pay was paid, it was paid at the base rate of pay for PLAINTIFF and
8 the AGGRIEVED EMPLOYEES, as opposed to the correct, higher regular rate of pay, as
9 required under Cal. Lab. Code Section 246.

10 30. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF
11 and the AGGRIEVED EMPLOYEES their correct wages and accordingly owe waiting time
12 penalties pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFF is informed and
13 believes and based thereon alleges that such failure to pay sick pay at regular rate was
14 willful, such that the AGGRIEVED EMPLOYEES whose employment has separated are
15 entitled to waiting time penalties pursuant to Cal. Lab. Code Sections 201-203.

16 31. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
17 PLAINTIFF and the AGGRIEVED EMPLOYEES for required business expenses incurred
18 by the PLAINTIFF and the AGGRIEVED EMPLOYEES in direct consequence of
19 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
20 2802, employers are required to indemnify employees for all expenses incurred in the
21 course and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an
22 employer shall indemnify his or her employee for all necessary expenditures or losses
23 incurred by the employee in direct consequence of the discharge of his or her duties, or of
24 his or her obedience to the directions of the employer, even though unlawful, unless the
25 employee, at the time of obeying the directions, believed them to be unlawful."

26 32. In the course of their employment PLAINTIFF and other AGGRIEVED
27 EMPLOYEES as a business expense, were required by DEFENDANT to use their own
28 personal cellular phones as a result of and in furtherance of their job duties as employees for

1 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost
2 associated with the use of their personal cellular phones for DEFENDANT's benefit.
3 Specifically, PLAINTIFF and other AGGRIEVED EMPLOYEES were required by
4 DEFENDANT to use their personal cellular phones. As a result, in the course of their
5 employment with DEFENDANT, PLAINTIFF and other AGGRIEVED EMPLOYEES
6 incurred unreimbursed business expenses which included, but were not limited to, costs
7 related to the use of their personal cellular phones all on behalf of and for the benefit of
8 DEFENDANT.

9 33. The employment of PLAINTIFF and some AGGRIEVED EMPLOYEES has
10 terminated and DEFENDANT has not tendered payment of all wages owed as required by
11 law.

12 13 **JURISDICTION AND VENUE**

14 34. This Court has jurisdiction over this Action pursuant to California Code of Civil
15 Procedure, Section 410.10.

16 35. Venue is proper in this Court pursuant to California Code of Civil Procedure,
17 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and
18 DEFENDANT (i) currently maintains and at all relevant times maintained offices and facilities
19 in this County and/or conducts substantial business in this County, and (ii) committed the
20 wrongful conduct herein alleged in this County against PLAINTIFF and other AGGRIEVED
21 EMPLOYEES.

22 **FIRST CAUSE OF ACTION**

23 **For Violation of the Private Attorneys General Act**

24 **[Cal. Lab. Code §§ 2698]**

25 **(By PLAINTIFF and Against All Defendants)**

26 36. PLAINTIFF realleges and incorporates by this reference, as though fully set forth
27 herein, the prior paragraphs of this Complaint.

28 37. PAGA is a mechanism by which the State of California itself can enforce state

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

10 38. PLAINTIFF, and such persons that may be added from time to time who satisfy
11 the requirements and exhaust the administrative procedures under the Private Attorney General
12 Act, brings this Representative Action on behalf of the State of California with respect to all
13 individuals who are or previously were employed by McKenna Motors Torrance, Inc. and/or
14 McKenna Motor Company, Inc. and/or McKenna Motors Cerritos, Inc. and/or McKenna
15 Motors Huntington Beach, Inc. and/or McKenna Motors Norwalk, Inc. in California, including
16 any employees staffed with McKenna Motors Torrance, Inc. and/or McKenna Motor Company,
17 Inc. and/or McKenna Motors Cerritos, Inc. and/or McKenna Motors Huntington Beach, Inc.
18 and/or McKenna Motors Norwalk, Inc. by a third party, and classified as non-exempt
19 employees ("AGGRIEVED EMPLOYEES") during the time period of September 30, 2024
20 until a date as determined by the Court (the "PAGA PERIOD").

21 39. On September 30, 2025, PLAINTIFF gave written notice by electronic mail to
22 the Labor and Workforce Development Agency (the "Agency") and by certified mail to the
23 employer of the specific provisions of this code alleged to have been violated as required by
24 Labor Code § 2699.3. See **Exhibit #1**, attached hereto and incorporated by this reference
25 herein. On December 22, 2025, PLAINTIFF gave amended written notice by electronic mail
26 to the Labor and Workforce Development Agency (the "Agency") and by certified mail to the
27 employer of the specific provisions of this code alleged to have been violated as required by
28 Labor Code § 2699.3. See **Exhibit #2**, attached hereto and incorporated by this reference

1 herein. The statutory waiting period for PLAINTIFF to add these allegations to the Complaint
2 has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now commence a
3 representative civil action under PAGA pursuant to Section 2699 as the proxy of the State of
4 California with respect to all AGGRIEVED EMPLOYEES as herein defined.

5 40. The policies, acts and practices heretofore described were and are an unlawful
6 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the
7 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly record
8 and provide legally required meal and rest periods, (c) failed to pay minimum wages, (d) failed
9 to pay overtime wages and sick pay wages, (e) failed to reimburse employees for required
10 expenses, and (f) failed to provide wages when due, all in violation of the applicable Labor
11 Code sections listed in Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 246, 510, 512,
12 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section
13 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s), and thereby gives rise to civil
14 penalties as a result of such conduct.¹ PLAINTIFF hereby seeks recovery of only civil penalties
15 as prescribed by the Labor Code Private Attorney General Act of 2004 as the representative of
16 the State of California for the illegal conduct perpetrated on other AGGRIEVED
17 EMPLOYEES.

18 **SECOND CAUSE OF ACTION**

19 **Retaliation**

20 **[Violation of Cal. Lab. Code § 1102.5, et seq.]**

21 **(By PLAINTIFF Against All Defendants)**

22 41. PLAINTIFF realleges and incorporates by reference, as though fully set forth
23 herein, the prior paragraphs of this Complaint.

24 42. At all relevant times, Labor Code section 1102.5 was in effect and was binding
25 on DEFENDANT. This statute prohibits DEFENDANT from retaliating against any employee,
26 including PLAINTIFF, for raising complaints of illegality and/or belief that the employee may

27 ¹As to the First Cause of Action alleging violations of the PAGA, Plaintiff specifically excludes
28 and/or does not allege any claims under California Labor Code §558(a)(3).

1 disclose illegality.

2 43. In May and June of 2025, PLAINTIFF engaged in the protected activity of
3 reporting issues regarding improper payment to PLAINTIFF's Service Director, Kyle Schulz.
4 PLAINTIFF told Mr. Schulz that he was not properly paid for warranty required diagnosis of
5 car problems and reported concerns of wage theft. As a result of PLAINTIFF's good faith
6 complaints, DEFENDANT denied PLAINTIFF employment opportunities, privileges, and
7 wages under the Labor Code, and PLAINTIFF was plagued with ongoing work pressures,
8 obligations, and mistreatment by his supervisors as a result of PLAINTIFF's willingness to
9 raise formal complaints described herein.

10 44. Subsequent to PLAINTIFF's participation in the protective activity of reporting
11 issues regarding improper payment and wage theft to DEFENDANT's Service Director,
12 DEFENDANT subjected PLAINTIFF to adverse employment actions by retaliating against
13 PLAINTIFF. Specifically, DEFENDANT terminated PLAINTIFF's employment with
14 DEFENDANT on June 2, 2025.

15 45. As a proximate result of DEFENDANT'S willful, knowing, and intentional
16 violation(s) of Labor Code section 1102.5, PLAINTIFF suffered humiliation, emotional
17 distress, and mental and physical pain and anguish, all to PLAINTIFF's damage in a sum
18 according to proof.

19 46. As a result of DEFENDANT's adverse employment actions against PLAINTIFF,
20 PLAINTIFF suffered general and special damages in sums according to proof.

21 47. DEFENDANT's misconduct was committed intentionally, in a malicious,
22 oppressive manner, and fraudulent manner entitling PLAINTIFF to punitive damages against
23 defendants.

24
25 **THIRD CAUSE OF ACTION**

26 **Wrongful Termination In Violation of Public Policy**

27 **(By PLAINTIFF Against All Defendants)**

28 48. PLAINTIFF realleges and incorporates by reference, as though fully set forth

1 herein, the prior paragraphs of this Complaint.

2 49. In May and June of 2025, PLAINTIFF engaged in the protected activity of
3 reporting issues regarding improper payment to PLAINTIFF's Service Director, Kyle Schulz.
4 PLAINTIFF told Mr. Schulz that he was not properly paid for warranty required diagnosis of
5 car problems and reported concerns of wage theft. As a result of PLAINTIFF's good faith
6 complaints, DEFENDANT denied PLAINTIFF employment opportunities, privileges, and
7 wages under the Labor Code, and PLAINTIFF was plagued with ongoing work pressures,
8 obligations, and mistreatment by his supervisors as a result of PLAINTIFF's willingness to
9 raise formal complaints described herein.

10 50. Subsequent to PLAINTIFF's participation in the protective activity of reporting
11 issues regarding improper payment and wage theft to DEFENDANT's Service Director,
12 DEFENDANT subjected PLAINTIFF to adverse employment actions by retaliating against
13 PLAINTIFF. Specifically, DEFENDANT terminated PLAINTIFF's employment with
14 DEFENDANT on June 2, 2025.

15 51. As a proximate result of DEFENDANT's willful, knowing, and intentional act,
16 PLAINTIFF has suffered and continues to suffer humiliation, emotional distress, and mental
17 and physical pain and anguish, all to PLAINTIFF's damage in a sum according to proof.

18 52. As a result of DEFENDANT's adverse employment actions against
19 PLAINTIFF, PLAINTIFF has suffered general and special damages in sums according to
20 proof.

21 53. DEFENDANT's misconduct was committed intentionally, in a malicious,
22 oppressive manner, and fraudulent manner entitling PLAINTIFF to punitive damages
23 against DEFENDANT.

24 ///

25 ///

26 ///

27 ///

28 ///

1 **PRAYER FOR RELIEF**

2 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly
3 and severally, as follows:

4 1. For the First Cause of Action on behalf of the State of California and with
5 respect to other AGGRIEVED EMPLOYEES:

6 A) Recovery of civil penalties as prescribed by the Labor Code Private
7 Attorneys General Act of 2004; and,

8 B) An award of attorneys' fees and cost of suit, as allowable under the
9 law, including, but not limited to, pursuant to Labor Code §2699;

10 2. For the Second and Third Causes of Action on behalf of PLAINTIFF
11 Individually:

12 A) For all special damages which were sustained as a result of
13 DEFENDANT's conduct, including, but not limited to, back pay, front
14 pay, lost compensation and job benefits that PLAINTIFF would have
15 received but for the retaliatory practices of DEFENDANT;

16 B) For all exemplary damages, according to proof, which were sustained
17 as a result of DEFENDANT's conduct;

18 C) An award of interest, including prejudgment interest at the legal rate;

19 D) Such other and further relief as the Court deems just and equitable;
20 and,

21 E) An award of penalties, attorneys' fees and cost of suit.
22

23 Dated: March 13, 2026 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW
24 LLP

25
26 By: /s/ Norman Blumenthal

27 Norman B. Blumenthal
28 Nicholas J. De Blouw

Attorneys for Plaintiff

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DEMAND FOR A JURY TRIAL

PLAINTIFF demands a jury trial on issues triable to a jury.

Dated: March 13, 2026 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW
LLP

By: /s/ Norman Blumenthal
Norman B. Blumenthal
Nicholas J. De Blouw
Attorneys for Plaintiff

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 1

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

**2255 CALLE CLARA
LA JOLLA, CALIFORNIA 92037**

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

**WRITERS E-MAIL:
nick@bamlawca.com**

**WRITERS EXT:
1004**

**September 30, 2025
CA3744**

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

**Labor and Workforce Development Agency
Online Filing**

**McKenna Motor Company, Inc.
Certified Mail #9589071052703176335003
TELOS LEGAL CORP.
MAYA BRADFORD
1818 11TH STREET, SUITE 101,
SACRAMENTO, CA 95811**

**Re: Notice Of Violations Of California Labor Code Sections §§ 201,
202, 203, 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197,
1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040,
Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission
Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.**

Dear Sir/Madam:

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of Eli Anway (“Plaintiff”) and all other Aggrieved Employees of McKenna Motors Torrance, Inc. and/or McKenna Motor Company, Inc. and/or McKenna Motors Cerritos, Inc. and/or McKenna Motors Huntington Beach, Inc. and/or McKenna Motors Norwalk, Inc. (“Defendant”). “Aggrieved Employees” refers to all individuals who are or previously were employed by McKenna Motors Torrance, Inc. and/or McKenna Motor Company, Inc. and/or McKenna Motors Cerritos, Inc. and/or McKenna Motors Huntington Beach, Inc. and/or McKenna Motors Norwalk, Inc. in California, including any employees staffed with McKenna Motors Torrance, Inc. and/or McKenna Motor Company, Inc. and/or McKenna Motors Cerritos, Inc. and/or McKenna Motors Huntington Beach, Inc. and/or McKenna Motors Norwalk, Inc. by a third party, and classified as non-exempt employees during the time period of September 30, 2024 until a date as determined by the Court (“PAGA Period”).

Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff was employed by Defendant in California from January 2, 2025 to June 2, 2025. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock as described further below.

Specifically, Plaintiff was employed by Defendant as a technician from January 2, 2025 to June 2, 2025 working at 18800 Hawthorne Blvd Torrance CA 90504. Plaintiff performed his job duties consisting of repairing five to fifteen cars a day. Some repairs would take all day to complete forcing Plaintiff to work through meal and rest breaks. Those repairs ranged from common maintenance and fluid replacement to fixing system malfunctions, repairing engines, and fixing any parts of the car that are broken. As a result of this and the time consuming work of Plaintiff and other Aggrieved Employees, Plaintiff and other Aggrieved Employees were subjected to numerous violations during their employment with Defendant.

First, Defendant failed to include all non-discretionary incentive wages into Plaintiff's regular rate for purposes of calculating Plaintiff's correct overtime, sick pay, and meal and rest break premium rates during certain pay periods. For example, Defendant paid Plaintiff, including but not limited to, "Commission" "Bonus" and "Prod Bonus" and "SPIFF" non-discretionary incentive wages during the PAGA Period and during pay periods where Plaintiff also worked overtime and/or was paid break premiums, and/or was paid sick pay wages. As a result, Defendant underpaid Plaintiff his wages during those pay periods. Plaintiff was underpaid earned wages as a result in violation of Cal. Lab. Code Sections 246, 510, and 512.

Further, Plaintiff was regularly unable to take rest breaks and took many of his meal breaks late, after the 5th hour of work as a result of his strenuous job duties in violation of Cal. Labor Codes Section 226.7, 512 & 1198. Plaintiff was rarely able to take rest breaks, and his meal breaks were late, missed, or interrupted multiple times every week. Even though Defendant was aware of these issues surrounding Plaintiff's inability to take the legally required meal and rest breaks, Defendant chose to avoid paying the proper penalties to Plaintiff.

Additionally, Plaintiff alleges that Defendant failed to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the proper overtime/minimum/and meal and rest break premium wages earned which the pay stubs did not. Further, for the pay period beginning on 5/25/2025 and ending on 6/07/2025, Defendant violated Cal. Lab. Code 226(a)(2) as Defendant paid Plaintiff

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

regular, holiday, and rest recovery wages but failed to list the rate and hours worked for these payments. Defendant knowingly and intentionally failed to include all applicable rates and hours worked and the correct wages owed in violation of Cal. Lab. Code 226(a).

Further, as a result of Plaintiff's job duties, there were also times when Plaintiff, while clocked out for a meal break, continued with his job duties mentioned above. There were instances where Plaintiff would clock out for his meal break, then keep performing repairs. Plaintiff would also talk to customers, service advisors, managers, or foremen while clocked out for a meal break. However, Plaintiff was not compensated for this off the clock work. These actions above resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197, 1197.1, & 1198. Further, in violation of Labor Code §§ 204 and 210, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages, including the meal and rest break penalties described above. Additionally, Defendant violated Cal. Lab. Code Section 204 as a result of paying Plaintiff multiple months late on numerous wage earnings including overtime and meal break penalties in May of 2025, wages which were earned months earlier in the PAGA Period.

Plaintiff was also not reimbursed for business related expenses that he incurred as a result of his job duties for Defendant in violation of Cal. Lab. Code Section 2802. For example, there were many instances where he had to use his personal cell phone. Plaintiff used his personal cell phone to produce video content for customer's cars. Plaintiff would make a video of the inspections and repairs to send to customers through the MyKarma app. Plaintiff also used his personal cell phone while clocked out for meal break to talk to customers, service advisors, managers, or foremen while clocked out for a meal break. Yet, Plaintiff was not reimbursed for the reasonable expenses incurred on his cell phone.

Further, as described in detail in this notice, Defendant failed to pay all wages and premiums owed to Plaintiff and Aggrieved Employees during their employment and also failed to timely pay those amounts due and earned to departing employees upon separation of employment in violation of California Labor Code Sections 201-204. Defendant also failed to pay the waiting time penalties owed to Plaintiff and other Aggrieved Employees that stemmed from the non-payment of wages and premiums owed based on the allegations above. Said conduct, in addition to the foregoing, violates Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699. The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees. If you have any questions of concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ Nicholas De Blouw

Nicholas De Blouw, Esq.

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

**2255 CALLE CLARA
LA JOLLA, CALIFORNIA 92037**

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

**WRITERS E-MAIL:
nick@bamlawca.com**

**WRITERS EXT:
1004**

**September 30, 2025
CA3744**

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

**Labor and Workforce Development Agency
Online Filing**

**McKenna Motors Cerritos, Inc.
Certified Mail #9589071052702856215642
TELOS LEGAL CORP.
MAYA BRADFORD
1818 11TH STREET, SUITE 101,
SACRAMENTO, CA 95811**

**Re: Notice Of Violations Of California Labor Code Sections §§ 201,
202, 203, 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197,
1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040,
Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission
Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.**

Dear Sir/Madam:

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of Eli Anway (“Plaintiff”) and all other Aggrieved Employees of McKenna Motors Torrance, Inc. and/or McKenna Motor Company, Inc. and/or McKenna Motors Cerritos, Inc. and/or McKenna Motors Huntington Beach, Inc. and/or McKenna Motors Norwalk, Inc. (“Defendant”). “Aggrieved Employees” refers to all individuals who are or previously were employed by McKenna Motors Torrance, Inc. and/or McKenna Motor Company, Inc. and/or McKenna Motors Cerritos, Inc. and/or McKenna Motors Huntington Beach, Inc. and/or McKenna Motors Norwalk, Inc. in California, including any employees staffed with McKenna Motors Torrance, Inc. and/or McKenna Motor Company, Inc. and/or McKenna Motors Cerritos, Inc. and/or McKenna Motors Huntington Beach, Inc. and/or McKenna Motors Norwalk, Inc. by a third party, and classified as non-exempt employees during the time period of September 30, 2024 until a date as determined by the Court (“PAGA Period”).

Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff was employed by Defendant in California from January 2, 2025 to June 2, 2025. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock as described further below.

Specifically, Plaintiff was employed by Defendant as a technician from January 2, 2025 to June 2, 2025 working at 18800 Hawthorne Blvd Torrance CA 90504. Plaintiff performed his job duties consisting of repairing five to fifteen cars a day. Some repairs would take all day to complete forcing Plaintiff to work through meal and rest breaks. Those repairs ranged from common maintenance and fluid replacement to fixing system malfunctions, repairing engines, and fixing any parts of the car that are broken. As a result of this and the time consuming work of Plaintiff and other Aggrieved Employees, Plaintiff and other Aggrieved Employees were subjected to numerous violations during their employment with Defendant.

First, Defendant failed to include all non-discretionary incentive wages into Plaintiff's regular rate for purposes of calculating Plaintiff's correct overtime, sick pay, and meal and rest break premium rates during certain pay periods. For example, Defendant paid Plaintiff, including but not limited to, "Commission" "Bonus" and "Prod Bonus" and "SPIFF" non-discretionary incentive wages during the PAGA Period and during pay periods where Plaintiff also worked overtime and/or was paid break premiums, and/or was paid sick pay wages. As a result, Defendant underpaid Plaintiff his wages during those pay periods. Plaintiff was underpaid earned wages as a result in violation of Cal. Lab. Code Sections 246, 510, and 512.

Further, Plaintiff was regularly unable to take rest breaks and took many of his meal breaks late, after the 5th hour of work as a result of his strenuous job duties in violation of Cal. Labor Codes Section 226.7, 512 & 1198. Plaintiff was rarely able to take rest breaks, and his meal breaks were late, missed, or interrupted multiple times every week. Even though Defendant was aware of these issues surrounding Plaintiff's inability to take the legally required meal and rest breaks, Defendant chose to avoid paying the proper penalties to Plaintiff.

Additionally, Plaintiff alleges that Defendant failed to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the proper overtime/minimum/and meal and rest break premium wages earned which the pay stubs did not. Further, for the pay period beginning on 5/25/2025 and ending on 6/07/2025, Defendant violated Cal. Lab. Code 226(a)(2) as Defendant paid Plaintiff

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

regular, holiday, and rest recovery wages but failed to list the rate and hours worked for these payments. Defendant knowingly and intentionally failed to include all applicable rates and hours worked and the correct wages owed in violation of Cal. Lab. Code 226(a).

Further, as a result of Plaintiff's job duties, there were also times when Plaintiff, while clocked out for a meal break, continued with his job duties mentioned above. There were instances where Plaintiff would clock out for his meal break, then keep performing repairs. Plaintiff would also talk to customers, service advisors, managers, or foremen while clocked out for a meal break. However, Plaintiff was not compensated for this off the clock work. These actions above resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197, 1197.1, & 1198. Further, in violation of Labor Code §§ 204 and 210, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages, including the meal and rest break penalties described above. Additionally, Defendant violated Cal. Lab. Code Section 204 as a result of paying Plaintiff multiple months late on numerous wage earnings including overtime and meal break penalties in May of 2025, wages which were earned months earlier in the PAGA Period.

Plaintiff was also not reimbursed for business related expenses that he incurred as a result of his job duties for Defendant in violation of Cal. Lab. Code Section 2802. For example, there were many instances where he had to use his personal cell phone. Plaintiff used his personal cell phone to produce video content for customer's cars. Plaintiff would make a video of the inspections and repairs to send to customers through the MyKarma app. Plaintiff also used his personal cell phone while clocked out for meal break to talk to customers, service advisors, managers, or foremen while clocked out for a meal break. Yet, Plaintiff was not reimbursed for the reasonable expenses incurred on his cell phone.

Further, as described in detail in this notice, Defendant failed to pay all wages and premiums owed to Plaintiff and Aggrieved Employees during their employment and also failed to timely pay those amounts due and earned to departing employees upon separation of employment in violation of California Labor Code Sections 201-204. Defendant also failed to pay the waiting time penalties owed to Plaintiff and other Aggrieved Employees that stemmed from the non-payment of wages and premiums owed based on the allegations above. Said conduct, in addition to the foregoing, violates Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699. The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees. If you have any questions of concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ Nicholas De Blouw

Nicholas De Blouw, Esq.

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

**2255 CALLE CLARA
LA JOLLA, CALIFORNIA 92037**

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

**WRITERS E-MAIL:
nick@bamlawca.com**

**WRITERS EXT:
1004**

**September 30, 2025
CA3744**

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

**Labor and Workforce Development Agency
Online Filing**

**McKenna Motors Huntington Beach, Inc.
Certified Mail #9589071052702856215635
Paracorp Incorporated
Matthew Marzucco
2804 Gateway Oaks Dr #100
Sacramento, CA 95833**

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of Eli Anway (“Plaintiff”) and all other Aggrieved Employees of McKenna Motors Torrance, Inc. and/or McKenna Motor Company, Inc. and/or McKenna Motors Cerritos, Inc. and/or McKenna Motors Huntington Beach, Inc. and/or McKenna Motors Norwalk, Inc. (“Defendant”). “Aggrieved Employees” refers to all individuals who are or previously were employed by McKenna Motors Torrance, Inc. and/or McKenna Motor Company, Inc. and/or McKenna Motors Cerritos, Inc. and/or McKenna Motors Huntington Beach, Inc. and/or McKenna Motors Norwalk, Inc. in California, including any employees staffed with McKenna Motors Torrance, Inc. and/or McKenna Motor Company, Inc. and/or McKenna Motors Cerritos, Inc. and/or McKenna Motors Huntington Beach, Inc. and/or McKenna Motors Norwalk, Inc. by a third party, and classified as non-exempt employees during the time period of September 30, 2024 until a date as determined by the Court (“PAGA Period”).

Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff was employed by Defendant in California from January 2, 2025 to June 2, 2025. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock as described further below.

Specifically, Plaintiff was employed by Defendant as a technician from January 2, 2025 to June 2, 2025 working at 18800 Hawthorne Blvd Torrance CA 90504. Plaintiff performed his job duties consisting of repairing five to fifteen cars a day. Some repairs would take all day to complete forcing Plaintiff to work through meal and rest breaks. Those repairs ranged from common maintenance and fluid replacement to fixing system malfunctions, repairing engines, and fixing any parts of the car that are broken. As a result of this and the time consuming work of Plaintiff and other Aggrieved Employees, Plaintiff and other Aggrieved Employees were subjected to numerous violations during their employment with Defendant.

First, Defendant failed to include all non-discretionary incentive wages into Plaintiff's regular rate for purposes of calculating Plaintiff's correct overtime, sick pay, and meal and rest break premium rates during certain pay periods. For example, Defendant paid Plaintiff, including but not limited to, "Commission" "Bonus" and "Prod Bonus" and "SPIFF" non-discretionary incentive wages during the PAGA Period and during pay periods where Plaintiff also worked overtime and/or was paid break premiums, and/or was paid sick pay wages. As a result, Defendant underpaid Plaintiff his wages during those pay periods. Plaintiff was underpaid earned wages as a result in violation of Cal. Lab. Code Sections 246, 510, and 512.

Further, Plaintiff was regularly unable to take rest breaks and took many of his meal breaks late, after the 5th hour of work as a result of his strenuous job duties in violation of Cal. Labor Codes Section 226.7, 512 & 1198. Plaintiff was rarely able to take rest breaks, and his meal breaks were late, missed, or interrupted multiple times every week. Even though Defendant was aware of these issues surrounding Plaintiff's inability to take the legally required meal and rest breaks, Defendant chose to avoid paying the proper penalties to Plaintiff.

Additionally, Plaintiff alleges that Defendant failed to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the proper overtime/minimum/and meal and rest break premium wages earned which the pay stubs did not. Further, for the pay period beginning on 5/25/2025 and ending on 6/07/2025, Defendant violated Cal. Lab. Code 226(a)(2) as Defendant paid Plaintiff

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

regular, holiday, and rest recovery wages but failed to list the rate and hours worked for these payments. Defendant knowingly and intentionally failed to include all applicable rates and hours worked and the correct wages owed in violation of Cal. Lab. Code 226(a).

Further, as a result of Plaintiff's job duties, there were also times when Plaintiff, while clocked out for a meal break, continued with his job duties mentioned above. There were instances where Plaintiff would clock out for his meal break, then keep performing repairs. Plaintiff would also talk to customers, service advisors, managers, or foremen while clocked out for a meal break. However, Plaintiff was not compensated for this off the clock work. These actions above resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197, 1197.1, & 1198. Further, in violation of Labor Code §§ 204 and 210, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages, including the meal and rest break penalties described above. Additionally, Defendant violated Cal. Lab. Code Section 204 as a result of paying Plaintiff multiple months late on numerous wage earnings including overtime and meal break penalties in May of 2025, wages which were earned months earlier in the PAGA Period.

Plaintiff was also not reimbursed for business related expenses that he incurred as a result of his job duties for Defendant in violation of Cal. Lab. Code Section 2802. For example, there were many instances where he had to use his personal cell phone. Plaintiff used his personal cell phone to produce video content for customer's cars. Plaintiff would make a video of the inspections and repairs to send to customers through the MyKarma app. Plaintiff also used his personal cell phone while clocked out for meal break to talk to customers, service advisors, managers, or foremen while clocked out for a meal break. Yet, Plaintiff was not reimbursed for the reasonable expenses incurred on his cell phone.

Further, as described in detail in this notice, Defendant failed to pay all wages and premiums owed to Plaintiff and Aggrieved Employees during their employment and also failed to timely pay those amounts due and earned to departing employees upon separation of employment in violation of California Labor Code Sections 201-204. Defendant also failed to pay the waiting time penalties owed to Plaintiff and other Aggrieved Employees that stemmed from the non-payment of wages and premiums owed based on the allegations above. Said conduct, in addition to the foregoing, violates Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699. The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees. If you have any questions of concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ Nicholas De Blouw

Nicholas De Blouw, Esq.

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

WRITERS E-MAIL:
nick@bamlawca.com

WRITERS EXT:
1004

September 30, 2025
CA3744

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

McKenna Motors Norwalk, Inc.
Certified Mail #9589071052702856215659
TELOS LEGAL CORP.
MAYA BRADFORD
1818 11TH STREET, SUITE 101,
SACRAMENTO, CA 95811

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of Eli Anway (“Plaintiff”) and all other Aggrieved Employees of McKenna Motors Torrance, Inc. and/or McKenna Motor Company, Inc. and/or McKenna Motors Cerritos, Inc. and/or McKenna Motors Huntington Beach, Inc. and/or McKenna Motors Norwalk, Inc. (“Defendant”). “Aggrieved Employees” refers to all individuals who are or previously were employed by McKenna Motors Torrance, Inc. and/or McKenna Motor Company, Inc. and/or McKenna Motors Cerritos, Inc. and/or McKenna Motors Huntington Beach, Inc. and/or McKenna Motors Norwalk, Inc. in California, including any employees staffed with McKenna Motors Torrance, Inc. and/or McKenna Motor Company, Inc. and/or McKenna Motors Cerritos, Inc. and/or McKenna Motors Huntington Beach, Inc. and/or McKenna Motors Norwalk, Inc. by a third party, and classified as non-exempt employees during the time period of September 30, 2024 until a date as determined by the Court (“PAGA Period”).

Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff was employed by Defendant in California from January 2, 2025 to June 2, 2025. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock as described further below.

Specifically, Plaintiff was employed by Defendant as a technician from January 2, 2025 to June 2, 2025 working at 18800 Hawthorne Blvd Torrance CA 90504. Plaintiff performed his job duties consisting of repairing five to fifteen cars a day. Some repairs would take all day to complete forcing Plaintiff to work through meal and rest breaks. Those repairs ranged from common maintenance and fluid replacement to fixing system malfunctions, repairing engines, and fixing any parts of the car that are broken. As a result of this and the time consuming work of Plaintiff and other Aggrieved Employees, Plaintiff and other Aggrieved Employees were subjected to numerous violations during their employment with Defendant.

First, Defendant failed to include all non-discretionary incentive wages into Plaintiff's regular rate for purposes of calculating Plaintiff's correct overtime, sick pay, and meal and rest break premium rates during certain pay periods. For example, Defendant paid Plaintiff, including but not limited to, "Commission" "Bonus" and "Prod Bonus" and "SPIFF" non-discretionary incentive wages during the PAGA Period and during pay periods where Plaintiff also worked overtime and/or was paid break premiums, and/or was paid sick pay wages. As a result, Defendant underpaid Plaintiff his wages during those pay periods. Plaintiff was underpaid earned wages as a result in violation of Cal. Lab. Code Sections 246, 510, and 512.

Further, Plaintiff was regularly unable to take rest breaks and took many of his meal breaks late, after the 5th hour of work as a result of his strenuous job duties in violation of Cal. Labor Codes Section 226.7, 512 & 1198. Plaintiff was rarely able to take rest breaks, and his meal breaks were late, missed, or interrupted multiple times every week. Even though Defendant was aware of these issues surrounding Plaintiff's inability to take the legally required meal and rest breaks, Defendant chose to avoid paying the proper penalties to Plaintiff.

Additionally, Plaintiff alleges that Defendant failed to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the proper overtime/minimum/and meal and rest break premium wages earned which the pay stubs did not. Further, for the pay period beginning on 5/25/2025 and ending on 6/07/2025, Defendant violated Cal. Lab. Code 226(a)(2) as Defendant paid Plaintiff

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

regular, holiday, and rest recovery wages but failed to list the rate and hours worked for these payments. Defendant knowingly and intentionally failed to include all applicable rates and hours worked and the correct wages owed in violation of Cal. Lab. Code 226(a).

Further, as a result of Plaintiff's job duties, there were also times when Plaintiff, while clocked out for a meal break, continued with his job duties mentioned above. There were instances where Plaintiff would clock out for his meal break, then keep performing repairs. Plaintiff would also talk to customers, service advisors, managers, or foremen while clocked out for a meal break. However, Plaintiff was not compensated for this off the clock work. These actions above resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197, 1197.1, & 1198. Further, in violation of Labor Code §§ 204 and 210, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages, including the meal and rest break penalties described above. Additionally, Defendant violated Cal. Lab. Code Section 204 as a result of paying Plaintiff multiple months late on numerous wage earnings including overtime and meal break penalties in May of 2025, wages which were earned months earlier in the PAGA Period.

Plaintiff was also not reimbursed for business related expenses that he incurred as a result of his job duties for Defendant in violation of Cal. Lab. Code Section 2802. For example, there were many instances where he had to use his personal cell phone. Plaintiff used his personal cell phone to produce video content for customer's cars. Plaintiff would make a video of the inspections and repairs to send to customers through the MyKarma app. Plaintiff also used his personal cell phone while clocked out for meal break to talk to customers, service advisors, managers, or foremen while clocked out for a meal break. Yet, Plaintiff was not reimbursed for the reasonable expenses incurred on his cell phone.

Further, as described in detail in this notice, Defendant failed to pay all wages and premiums owed to Plaintiff and Aggrieved Employees during their employment and also failed to timely pay those amounts due and earned to departing employees upon separation of employment in violation of California Labor Code Sections 201-204. Defendant also failed to pay the waiting time penalties owed to Plaintiff and other Aggrieved Employees that stemmed from the non-payment of wages and premiums owed based on the allegations above. Said conduct, in addition to the foregoing, violates Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699. The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees. If you have any questions of concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ Nicholas De Blouw

Nicholas De Blouw, Esq.

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

**2255 CALLE CLARA
LA JOLLA, CALIFORNIA 92037**

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

**WRITERS E-MAIL:
nick@bamlawca.com**

**WRITERS EXT:
1004**

**September 30, 2025
CA3744**

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

**Labor and Workforce Development Agency
Online Filing**

**McKenna Motors Torrance, Inc.
Certified Mail #9589071052703176334990
Paracorp Incorporated
Matthew Marzucco
2804 Gateway Oaks Dr #100
Sacramento, CA 95833**

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of Eli Anway (“Plaintiff”) and all other Aggrieved Employees of McKenna Motors Torrance, Inc. and/or McKenna Motor Company, Inc. and/or McKenna Motors Cerritos, Inc. and/or McKenna Motors Huntington Beach, Inc. and/or McKenna Motors Norwalk, Inc. (“Defendant”). “Aggrieved Employees” refers to all individuals who are or previously were employed by McKenna Motors Torrance, Inc. and/or McKenna Motor Company, Inc. and/or McKenna Motors Cerritos, Inc. and/or McKenna Motors Huntington Beach, Inc. and/or McKenna Motors Norwalk, Inc. in California, including any employees staffed with McKenna Motors Torrance, Inc. and/or McKenna Motor Company, Inc. and/or McKenna Motors Cerritos, Inc. and/or McKenna Motors Huntington Beach, Inc. and/or McKenna Motors Norwalk, Inc. by a third party, and classified as non-exempt employees during the time period of September 30, 2024 until a date as determined by the Court (“PAGA Period”).

Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff was employed by Defendant in California from January 2, 2025 to June 2, 2025. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock as described further below.

Specifically, Plaintiff was employed by Defendant as a technician from January 2, 2025 to June 2, 2025 working at 18800 Hawthorne Blvd Torrance CA 90504. Plaintiff performed his job duties consisting of repairing five to fifteen cars a day. Some repairs would take all day to complete forcing Plaintiff to work through meal and rest breaks. Those repairs ranged from common maintenance and fluid replacement to fixing system malfunctions, repairing engines, and fixing any parts of the car that are broken. As a result of this and the time consuming work of Plaintiff and other Aggrieved Employees, Plaintiff and other Aggrieved Employees were subjected to numerous violations during their employment with Defendant.

First, Defendant failed to include all non-discretionary incentive wages into Plaintiff's regular rate for purposes of calculating Plaintiff's correct overtime, sick pay, and meal and rest break premium rates during certain pay periods. For example, Defendant paid Plaintiff, including but not limited to, "Commission" "Bonus" and "Prod Bonus" and "SPIFF" non-discretionary incentive wages during the PAGA Period and during pay periods where Plaintiff also worked overtime and/or was paid break premiums, and/or was paid sick pay wages. As a result, Defendant underpaid Plaintiff his wages during those pay periods. Plaintiff was underpaid earned wages as a result in violation of Cal. Lab. Code Sections 246, 510, and 512.

Further, Plaintiff was regularly unable to take rest breaks and took many of his meal breaks late, after the 5th hour of work as a result of his strenuous job duties in violation of Cal. Labor Codes Section 226.7, 512 & 1198. Plaintiff was rarely able to take rest breaks, and his meal breaks were late, missed, or interrupted multiple times every week. Even though Defendant was aware of these issues surrounding Plaintiff's inability to take the legally required meal and rest breaks, Defendant chose to avoid paying the proper penalties to Plaintiff.

Additionally, Plaintiff alleges that Defendant failed to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the proper overtime/minimum/and meal and rest break premium wages earned which the pay stubs did not. Further, for the pay period beginning on 5/25/2025 and ending on 6/07/2025, Defendant violated Cal. Lab. Code 226(a)(2) as Defendant paid Plaintiff

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

regular, holiday, and rest recovery wages but failed to list the rate and hours worked for these payments. Defendant knowingly and intentionally failed to include all applicable rates and hours worked and the correct wages owed in violation of Cal. Lab. Code 226(a).

Further, as a result of Plaintiff's job duties, there were also times when Plaintiff, while clocked out for a meal break, continued with his job duties mentioned above. There were instances where Plaintiff would clock out for his meal break, then keep performing repairs. Plaintiff would also talk to customers, service advisors, managers, or foremen while clocked out for a meal break. However, Plaintiff was not compensated for this off the clock work. These actions above resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197, 1197.1, & 1198. Further, in violation of Labor Code §§ 204 and 210, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages, including the meal and rest break penalties described above. Additionally, Defendant violated Cal. Lab. Code Section 204 as a result of paying Plaintiff multiple months late on numerous wage earnings including overtime and meal break penalties in May of 2025, wages which were earned months earlier in the PAGA Period.

Plaintiff was also not reimbursed for business related expenses that he incurred as a result of his job duties for Defendant in violation of Cal. Lab. Code Section 2802. For example, there were many instances where he had to use his personal cell phone. Plaintiff used his personal cell phone to produce video content for customer's cars. Plaintiff would make a video of the inspections and repairs to send to customers through the MyKarma app. Plaintiff also used his personal cell phone while clocked out for meal break to talk to customers, service advisors, managers, or foremen while clocked out for a meal break. Yet, Plaintiff was not reimbursed for the reasonable expenses incurred on his cell phone.

Further, as described in detail in this notice, Defendant failed to pay all wages and premiums owed to Plaintiff and Aggrieved Employees during their employment and also failed to timely pay those amounts due and earned to departing employees upon separation of employment in violation of California Labor Code Sections 201-204. Defendant also failed to pay the waiting time penalties owed to Plaintiff and other Aggrieved Employees that stemmed from the non-payment of wages and premiums owed based on the allegations above. Said conduct, in addition to the foregoing, violates Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699. The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees. If you have any questions of concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ Nicholas De Blouw

Nicholas De Blouw, Esq.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 2

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

WRITERS E-MAIL:
nick@bamlawca.com

WRITERS EXT:
1004

December 22, 2025
CA3744

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

McKenna Motors Torrance, Inc.
Certified Mail #9589071052702856215376
TELOS LEGAL CORP.
MAYA BRADFORD
1818 11TH STREET, SUITE 101
SACRAMENTO, CA 95811

AMENDED NOTICE FOR LWDA CASE NO. LWDA-CM-1128805-25

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

The purpose of this amended Notice is to clarify the correct Agent for Service of Process and the original notice was sent to the correct agent for service of process of one of the joint employers listed below.

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of Eli Anway ("Plaintiff") and all other Aggrieved Employees of McKenna Motors Torrance, Inc. and/or McKenna Motor Company, Inc. and/or McKenna Motors Cerritos, Inc. and/or McKenna Motors Huntington Beach, Inc. and/or McKenna Motors Norwalk, Inc. ("Defendant"). "Aggrieved Employees" refers to all individuals who are or previously were employed by McKenna Motors Torrance, Inc. and/or McKenna Motor Company, Inc. and/or McKenna Motors Cerritos, Inc. and/or McKenna Motors Huntington Beach, Inc. and/or McKenna Motors Norwalk, Inc. in California, including any employees staffed with McKenna Motors Torrance, Inc. and/or McKenna Motor Company, Inc. and/or McKenna Motors Cerritos, Inc. and/or McKenna Motors Huntington Beach, Inc. and/or McKenna Motors Norwalk, Inc. by a third party, and classified as non-exempt employees during the time period of September 30, 2024 until a date as determined by the Court ("PAGA Period").

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff was employed by Defendant in California from January 2, 2025 to June 2, 2025. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock as described further below.

Specifically, Plaintiff was employed by Defendant as a technician from January 2, 2025 to June 2, 2025 working at 18800 Hawthorne Blvd Torrance CA 90504. Plaintiff performed his job duties consisting of repairing five to fifteen cars a day. Some repairs would take all day to complete forcing Plaintiff to work through meal and rest breaks. Those repairs ranged from common maintenance and fluid replacement to fixing system malfunctions, repairing engines, and fixing any parts of the car that are broken. As a result of this and the time consuming work of Plaintiff and other Aggrieved Employees, Plaintiff and other Aggrieved Employees were subjected to numerous violations during their employment with Defendant.

First, Defendant failed to include all non-discretionary incentive wages into Plaintiff's regular rate for purposes of calculating Plaintiff's correct overtime, sick pay, and meal and rest break premium rates during certain pay periods. For example, Defendant paid Plaintiff, including but not limited to, "Commission" "Bonus" and "Prod Bonus" and "SPIFF" non-discretionary incentive wages during the PAGA Period and during pay periods where Plaintiff also worked overtime and/or was paid break premiums, and/or was paid sick pay wages. As a result, Defendant underpaid Plaintiff his wages during those pay periods. Plaintiff was underpaid earned wages as a result in violation of Cal. Lab. Code Sections 246, 510, and 512.

Further, Plaintiff was regularly unable to take rest breaks and took many of his meal breaks late, after the 5th hour of work as a result of his strenuous job duties in violation of Cal. Labor Codes Section 226.7, 512 & 1198. Plaintiff was rarely able to take rest breaks, and his meal breaks were late, missed, or interrupted multiple times every week. Even though Defendant was aware of these issues surrounding Plaintiff's inability to take the legally required meal and rest breaks, Defendant chose to avoid paying the proper penalties to Plaintiff.

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

Additionally, Plaintiff alleges that Defendant failed to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the proper overtime/minimum/and meal and rest break premium wages earned which the pay stubs did not. Further, for the pay period beginning on 5/25/2025 and ending on 6/07/2025, Defendant violated Cal. Lab. Code 226(a)(2) as Defendant paid Plaintiff regular, holiday, and rest recovery wages but failed to list the rate and hours worked for these payments. Defendant knowingly and intentionally failed to include all applicable rates and hours worked and the correct wages owed in violation of Cal. Lab. Code 226(a).

Further, as a result of Plaintiff's job duties, there were also times when Plaintiff, while clocked out for a meal break, continued with his job duties mentioned above. There were instances where Plaintiff would clock out for his meal break, then keep performing repairs. Plaintiff would also talk to customers, service advisors, managers, or foremen while clocked out for a meal break. However, Plaintiff was not compensated for this off the clock work. These actions above resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197, 1197.1, & 1198. Further, in violation of Labor Code §§ 204 and 210, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages, including the meal and rest break penalties described above. Additionally, Defendant violated Cal. Lab. Code Section 204 as a result of paying Plaintiff multiple months late on numerous wage earnings including overtime and meal break penalties in May of 2025, wages which were earned months earlier in the PAGA Period.

Plaintiff was also not reimbursed for business related expenses that he incurred as a result of his job duties for Defendant in violation of Cal. Lab. Code Section 2802. For example, there were many instances where he had to use his personal cell phone. Plaintiff used his personal cell phone to produce video content for customer's cars. Plaintiff would make a video of the inspections and repairs to send to customers through the MyKarma app. Plaintiff also used his personal cell phone while clocked out for meal break to talk to customers, service advisors, managers, or foremen while clocked out for a meal break. Yet, Plaintiff was not reimbursed for the reasonable expenses incurred on his cell phone.

Further, as described in detail in this notice, Defendant failed to pay all wages and premiums owed to Plaintiff and Aggrieved Employees during their employment and also failed to timely pay those amounts due and earned to departing employees upon separation of employment in violation of California Labor Code Sections

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

201-204. Defendant also failed to pay the waiting time penalties owed to Plaintiff and other Aggrieved Employees that stemmed from the non-payment of wages and premiums owed based on the allegations above. Said conduct, in addition to the foregoing, violates Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699. The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees. If you have any questions of concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ Nicholas De Blouw

Nicholas De Blouw, Esq.

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

WRITERS E-MAIL:
nick@bamlawca.com

WRITERS EXT:
1004

December 22, 2025
CA3744

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

McKenna Motors Huntington Beach, Inc.
Certified Mail #9589071052700057730247
TELOS LEGAL CORP.
MAYA BRADFORD
1818 11TH STREET, SUITE 101
SACRAMENTO, CA 95811

AMENDED NOTICE FOR LWDA CASE NO. LWDA-CM-1128805-25

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

The purpose of this amended Notice is to clarify the correct Agent for Service of Process and the original notice was sent to the correct agent for service of process of one of the joint employers listed below.

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of Eli Anway ("Plaintiff") and all other Aggrieved Employees of McKenna Motors Torrance, Inc. and/or McKenna Motor Company, Inc. and/or McKenna Motors Cerritos, Inc. and/or McKenna Motors Huntington Beach, Inc. and/or McKenna Motors Norwalk, Inc. ("Defendant"). "Aggrieved Employees" refers to all individuals who are or previously were employed by McKenna Motors Torrance, Inc. and/or McKenna Motor Company, Inc. and/or McKenna Motors Cerritos, Inc. and/or McKenna Motors Huntington Beach, Inc. and/or McKenna Motors Norwalk, Inc. in California, including any employees staffed with McKenna Motors Torrance, Inc. and/or McKenna Motor Company, Inc. and/or McKenna Motors Cerritos, Inc. and/or McKenna Motors Huntington Beach, Inc. and/or McKenna Motors Norwalk, Inc. by a third party, and classified as non-exempt employees during the time period of September 30, 2024 until a date as determined by the Court ("PAGA Period").

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff was employed by Defendant in California from January 2, 2025 to June 2, 2025. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock as described further below.

Specifically, Plaintiff was employed by Defendant as a technician from January 2, 2025 to June 2, 2025 working at 18800 Hawthorne Blvd Torrance CA 90504. Plaintiff performed his job duties consisting of repairing five to fifteen cars a day. Some repairs would take all day to complete forcing Plaintiff to work through meal and rest breaks. Those repairs ranged from common maintenance and fluid replacement to fixing system malfunctions, repairing engines, and fixing any parts of the car that are broken. As a result of this and the time consuming work of Plaintiff and other Aggrieved Employees, Plaintiff and other Aggrieved Employees were subjected to numerous violations during their employment with Defendant.

First, Defendant failed to include all non-discretionary incentive wages into Plaintiff's regular rate for purposes of calculating Plaintiff's correct overtime, sick pay, and meal and rest break premium rates during certain pay periods. For example, Defendant paid Plaintiff, including but not limited to, "Commission" "Bonus" and "Prod Bonus" and "SPIFF" non-discretionary incentive wages during the PAGA Period and during pay periods where Plaintiff also worked overtime and/or was paid break premiums, and/or was paid sick pay wages. As a result, Defendant underpaid Plaintiff his wages during those pay periods. Plaintiff was underpaid earned wages as a result in violation of Cal. Lab. Code Sections 246, 510, and 512.

Further, Plaintiff was regularly unable to take rest breaks and took many of his meal breaks late, after the 5th hour of work as a result of his strenuous job duties in violation of Cal. Labor Codes Section 226.7, 512 & 1198. Plaintiff was rarely able to take rest breaks, and his meal breaks were late, missed, or interrupted multiple times every week. Even though Defendant was aware of these issues surrounding Plaintiff's inability to take the legally required meal and rest breaks, Defendant chose to avoid paying the proper penalties to Plaintiff.

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

Additionally, Plaintiff alleges that Defendant failed to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the proper overtime/minimum/and meal and rest break premium wages earned which the pay stubs did not. Further, for the pay period beginning on 5/25/2025 and ending on 6/07/2025, Defendant violated Cal. Lab. Code 226(a)(2) as Defendant paid Plaintiff regular, holiday, and rest recovery wages but failed to list the rate and hours worked for these payments. Defendant knowingly and intentionally failed to include all applicable rates and hours worked and the correct wages owed in violation of Cal. Lab. Code 226(a).

Further, as a result of Plaintiff's job duties, there were also times when Plaintiff, while clocked out for a meal break, continued with his job duties mentioned above. There were instances where Plaintiff would clock out for his meal break, then keep performing repairs. Plaintiff would also talk to customers, service advisors, managers, or foremen while clocked out for a meal break. However, Plaintiff was not compensated for this off the clock work. These actions above resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197, 1197.1, & 1198. Further, in violation of Labor Code §§ 204 and 210, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages, including the meal and rest break penalties described above. Additionally, Defendant violated Cal. Lab. Code Section 204 as a result of paying Plaintiff multiple months late on numerous wage earnings including overtime and meal break penalties in May of 2025, wages which were earned months earlier in the PAGA Period.

Plaintiff was also not reimbursed for business related expenses that he incurred as a result of his job duties for Defendant in violation of Cal. Lab. Code Section 2802. For example, there were many instances where he had to use his personal cell phone. Plaintiff used his personal cell phone to produce video content for customer's cars. Plaintiff would make a video of the inspections and repairs to send to customers through the MyKarma app. Plaintiff also used his personal cell phone while clocked out for meal break to talk to customers, service advisors, managers, or foremen while clocked out for a meal break. Yet, Plaintiff was not reimbursed for the reasonable expenses incurred on his cell phone.

Further, as described in detail in this notice, Defendant failed to pay all wages and premiums owed to Plaintiff and Aggrieved Employees during their employment and also failed to timely pay those amounts due and earned to departing employees upon separation of employment in violation of California Labor Code Sections

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

201-204. Defendant also failed to pay the waiting time penalties owed to Plaintiff and other Aggrieved Employees that stemmed from the non-payment of wages and premiums owed based on the allegations above. Said conduct, in addition to the foregoing, violates Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699. The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees. If you have any questions of concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ Nicholas De Blouw

Nicholas De Blouw, Esq.