

1 DAVID G. SPIVAK (SBN 179684)
david@spivaklaw.com
2 CAROLINE TAHMASSIAN (SBN 285680)
caroline@spivaklaw.com
3 THE SPIVAK LAW FIRM
4 8605 Santa Monica Bl, PMB 42554
West Hollywood, CA 90069
5 Telephone: (213) 725-9094
6 Facsimile: (213) 634-2485

7 Attorneys for Plaintiff(s),
8 CHRISTINE MARIE LOYA, and all others similarly situated

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF RIVERSIDE**
11 **(UNLIMITED JURISDICTION)**

12 CHRISTINE MARIE LOYA, on behalf of
13 herself and all others similarly situated, and the
14 general public, and as an "Aggrieved Employee"
on behalf of other "Aggrieved Employees" under
the Private Attorneys General Act of 2004,

15 *Plaintiff(s),*

16 vs.

17
18 LAMA OIL, LLC, a California limited liability
19 company; LAMA OIL INC., a California
20 corporation; ISSAM Z. GHREIWATI, a natural
21 person; GHREIWATI PETROLEUM, INC., a
22 California corporation; ZOUHEIR OIL, INC., a
23 California corporation; ZOUHEIR OIL, LLC, a
24 California limited liability company; KAREEM
25 OIL, LLC, a California limited liability
26 company; KAREEM OIL, INC., a California
27 corporation; DENA OIL, LLC, a California
28 limited liability company; DENA OIL INC, a
California corporation; GHREIWATI GROUP,
LLC, a California limited liability company; ALI
OIL, LLC, a California limited liability
company; ALI OIL INC, a California
corporation; OMAR OIL INC., a California
corporation; OMAR OIL LLC., a California
limited liability company; SABRINE OIL, INC.,

Case No.: CVRI2204744

CLASS ACTION

FIRST AMENDED COMPLAINT FOR:

1. Failure to Pay All Wages Earned for All Hours Worked and Other Compensable Hours at the Correct Rates of Pay (Lab. Code §§ 221, 226.2, 510, 1194, 1197, and 1198);
2. Failure to Provide Rest Breaks (Lab. Code §§ 226.7 and 1198);
3. Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512 and 1198);
4. Failure to Indemnify (Lab. Code §§ 1198 and 2802);
5. Wage Statement Penalties (Lab. Code § 226);
6. Waiting Time Penalties (Lab. Code § 203); and
7. Unfair Competition (Bus. & Prof. Code §§ 17200, et seq.; and
8. Civil Penalties (Lab Code §§2698, et seq.)

JURY TRIAL DEMANDED



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Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
15303 Ventura Bl
Ste 900
Sherman Oaks, CA 91403

1 a California corporation; SABRINE OIL, LLC, a
2 California limited liability company; and DOES
1-50, inclusive,

3 *Defendant(s).*

4
5
6 **ADDITIONAL ATTORNEY FOR PLAINTIFF**

7 WALTER L. HAINES (SBN 71075)

8 walter@uelglaw.com

9 UNITED EMPLOYEES LAW GROUP

10 4276 Katella Ave

11 Suite 301

12 Los Alamitos, CA 90720

13 Telephone: (562) 256-1047

14 Facsimile: (562) 256-1006



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27 Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

28 Office:
15303 Ventura Bl
Ste 900
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1 Plaintiff, Christine Marie Loya (hereafter “Plaintiff” or “Loya”), on behalf of herself and
2 all others similarly situated, and the State of California complains and alleges as follows:

3 **I. INTRODUCTION**

4 1. Plaintiff brings this class and representative action for alleged violations of the
5 California Labor Code, Industrial Welfare Commission Order No. 7-2001 (hereafter “the Wage
6 Order”), and the California Business and Professions Code against Defendants Lama Oil, LLC,
7 a California limited liability company, Lama Oil Inc., a California corporation, Issam Z.
8 Ghreiwati, a natural person, Ghreiwati Petroleum, Inc., a California corporation, Zouheir Oil, Inc.,
9 a California corporation, Zouheir Oil, LLC, a California limited liability company Kareem Oil,
10 LLC, a California limited liability company, Kareem Oil, Inc., a California corporation, Dena Oil,
11 LLC, a California limited liability company, Dena Oil Inc, a California corporation, Ghreiwati
12 Group, LLC, a California limited liability company, Ali Oil, LLC, a California limited liability
13 company, Ali Oil Inc, a California corporation, Omar Oil Inc., a California corporation, Omar Oil
14 LLC., a California limited liability company, Sabrina Oil, Inc., a California corporation, Sabrina
15 Oil, LLC, a California limited liability company, and Does 1 through 50, inclusive (collectively
16 “Defendants”).

17 2. As set forth in more detail below, Plaintiff alleges that Defendants are liable to her
18 and other similarly situated workers for unpaid wages, statutory penalties, interest, and related
19 relief. These claims are based on Defendants’ failures to:

20 (A) Pay all wages, including minimum, regular, overtime and doubletime
21 wages, earned for all hours worked at the correct rates of pay;

22 (B) Provide all meal periods;

23 (C) Authorize and permit all rest breaks;

24 (D) Pay premium wages for unprovided meal periods;

25 (E) Pay premium wages for unprovided rest breaks;

26 (F) Indemnify for necessary work-related expenditures;

27 (G) Issue only accurate and complete itemized wage statements; and

28 (H) Timely pay wages upon termination of employment



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1 Accordingly, Plaintiff now seeks to recover unpaid wages, interest, liquidated damages,
2 restitution, statutory penalties, attorneys' fees, costs, and related relief through this class action.

3 **II. THE PARTIES**

4 3. Plaintiff Christine Marie Loya is a resident of California. At all relevant times,
5 Plaintiff was an "employee" within the meaning of Title 8 California Code of Regulations Section
6 11070, and an "aggrieved employee" within the meaning of California Labor Code § 2699(c).

7 4. Defendant Lama Oil, LLC is a limited liability company organized and existing
8 under the laws of California and also a citizen of California based on Plaintiff's information and
9 belief.

10 5. Defendant Lama Oil Inc. is a corporation organized and existing under the laws of
11 California and also a citizen of California based on Plaintiff's information and belief.

12 6. Defendant Issam Z. Ghreiwati is a natural person and also a citizen of California
13 based on Plaintiff's information and belief.

14 7. Defendant Ghreiwati Petroleum, Inc. is a corporation organized and existing under
15 the laws of California and also a citizen of California based on Plaintiff's information and belief.

16 8. Defendant Zouheir Oil, Inc. is a corporation organized and existing under the laws
17 of California and also a citizen of California based on Plaintiff's information and belief.

18 9. Defendant Zouheir Oil, LLC is a limited liability company organized and existing
19 under the laws of California and also a citizen of California based on Plaintiff's information and
20 belief.

21 10. Defendant Kareem Oil, LLC is a limited liability company organized and existing
22 under the laws of California and also a citizen of California based on Plaintiff's information and
23 belief.

24 11. Defendant Kareem Oil, Inc. is a corporation organized and existing under the laws
25 of California and also a citizen of California based on Plaintiff's information and belief.

26 12. Defendant Dena Oil, LLC is a limited liability company organized and existing
27 under the laws of California and also a citizen of California based on Plaintiff's information and
28 belief.



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1 13. Defendant Dena Oil, Inc is a corporation organized and existing under the laws of
2 California and also a citizen of California based on Plaintiff's information and belief.

3 14. Defendant Ghreiwati Group, LLC is a limited liability company organized and
4 existing under the laws of California and also a citizen of California based on Plaintiff's
5 information and belief.

6 15. Defendant Ali Oil, LLC is a limited liability company organized and existing
7 under the laws of California and also a citizen of California based on Plaintiff's information and
8 belief.

9 16. Defendant Ali Oil, Inc is a corporation organized and existing under the laws of
10 California and also a citizen of California based on Plaintiff's information and belief.

11 17. Defendant Omar Oil Inc. is a corporation organized and existing under the laws of
12 California and also a citizen of California based on Plaintiff's information and belief.

13 18. Defendant Omar Oil LLC. is a limited liability company organized and existing
14 under the laws of California and also a citizen of California based on Plaintiff's information and
15 belief.

16 19. Defendant Sabrine Oil, Inc. is a corporation organized and existing under the laws
17 of California and also a citizen of California based on Plaintiff's information and belief.

18 20. Defendant Sabrine Oil, LLC is a limited liability company organized and existing
19 under the laws of California and also a citizen of California based on Plaintiff's information and
20 belief.

21 21. Plaintiff is ignorant of the true names, capacities, relationships, and extents of
22 participation in the conduct alleged herein of the Defendants sued as DOES 1-50, inclusive, but
23 is informed and believes and thereon alleges that said Defendants are legally responsible for the
24 wrongful conduct alleged herein and therefore sues these Defendants by such fictitious names.
25 Plaintiff will amend the Complaint to allege the true names and capacities of the DOE Defendants
26 when ascertained.

27 22. Plaintiff is informed and believes and thereon alleges that, at all relevant times
28 herein, all Defendants were the agents, employees and/or servants, masters or employers of the



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1 remaining defendants, and in doing the things hereinafter alleged, were acting or failing to act
2 within the course and scope of such agency, employment, direction and control, and with the
3 approval and ratification of each of the other Defendants.

4 23. At all relevant times, in perpetrating the acts and omissions alleged herein,
5 Defendants, and each of them, acted pursuant to and in furtherance of a policy, practice, or a lack
6 of a practice which resulted in Defendants not compensating Plaintiff and the other Class
7 Members or otherwise complying with their rights in accordance with applicable California labor
8 laws as alleged herein.

9 24. At all relevant times, in perpetrating the acts and omissions alleged herein,
10 Defendants and each of them acted pursuant to and in furtherance of a policy and/or practice, or
11 lack thereof, which resulted in Defendants not paying Plaintiff and other members of the below-
12 described class in accordance with applicable laws as alleged herein.

13 **III. CLASS ALLEGATIONS**

14 25. This action has been brought and may be maintained as a class action pursuant to
15 California Code of Civil Procedure section 382 because there is a well-defined community of
16 interest among the persons who comprise the readily ascertainable class defined below and
17 because Plaintiff is unaware of any difficulties likely to be encountered in managing this case as
18 a class action.

19 26. **Class Definition:** The Class is defined as follows: All persons Defendants
20 employed in California as hourly, non-exempt employees, including, but not limited to, cashiers,
21 individuals performing work comparable to the aforementioned, compensated comparably to the
22 aforementioned, and individuals in similar positions, at any time during the period beginning four
23 years prior to the filing of this action and ending on the date that final judgment is entered in this
24 action (“Class” or “Class Members”).

25 27. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the
26 right to amend or modify the class definition with greater specificity, by further division into
27 subclasses and/or by limitation to particular issues.

28 28. **Numerosity:** The Class Members are so numerous that the individual joinder of



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each individual Class Member is impractical. While Plaintiff does not currently know the exact number of Class Members, Plaintiff is informed and believes that the actual number exceeds the minimum required for numerosity under California laws.

29. **Commonality and Predominance:** Common questions of law and fact exist as to all Class Members and predominate over any questions which affect only individual Class Members. These questions include, but are not limited to:

A. Whether Defendants failed to pay all wages earned to Class Members for all hours worked at the correct rates of pay, including minimum, regular, overtime, doubletime, meal period premium, and rest period premium wages;

B. Whether Defendants failed to provide the Class Members with all meal periods in compliance with California law;

C. Whether Defendants failed to authorize and permit the Class Members to take all rest periods in compliance with California law;

D. Whether Defendants failed to indemnify the Class Members for the reasonable expenses they incurred during the course of performing their duties;

E. Whether Defendants knowingly and intentionally failed to issue the class accurate and complete itemized wage statements;

F. Whether Defendants willfully failed to provide the class with timely final wages;

G. Whether Defendants engaged in unfair competition within the meaning of Business and Professions Code sections 17200, et seq., with respect to the Class; and

H. Whether Class Members are entitled to restitution of money or property that Defendants may have acquired from them through alleged Labor Code violations.

30. **Typicality:** Plaintiff's claims are typical of the other Class Members' claims. Plaintiff is informed and believes and thereon alleges that Defendants have a policy and/or practice, or lack thereof, which resulted in Defendants failing to comply with the California Labor Code, the Wage Order, and the Business and Professions Code.

31. **Adequacy of Class Representative:** Plaintiff is an adequate class representative



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1 in that she has no interests that are adverse to, or otherwise in conflict with, the interests of absent
2 Class Members. Plaintiff is dedicated to vigorously prosecuting this action on behalf of Class
3 Members. Plaintiff will fairly and adequately represent and protect the interests of Class
4 Members.

5 32. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in that
6 they have no known conflicts of interest with Plaintiff or absent Class Members, are experienced
7 in class action litigation, and are dedicated to vigorously prosecuting this action on behalf of
8 Plaintiff and absent Class Members.

9 33. **Superiority:** A class action is vastly superior to other available means for fair and
10 efficient adjudication of Class Members' claims and would be beneficial to the parties and the
11 Court. Class action treatment will allow a number of similarly situated persons to simultaneously
12 and efficiently prosecute their common claims in a single forum without the unnecessary
13 duplication of effort and expense that numerous individual actions would entail. In addition, the
14 monetary amounts due to many individual Class Members are likely to be relatively small and
15 would thus make it difficult, if not impossible, for individual Class Members to both seek and
16 obtain relief. Moreover, a class action will serve an important public interest by permitting Class
17 Members to effectively pursue the recovery of monies owed to them. Further, a class action will
18 prevent the potential for inconsistent or contradictory judgments inherent in individual litigation.

19 **IV. STATEMENT OF FACTS**

20 34. The Wage Order applies to "all persons employed in the mercantile industry
21 whether paid on a time, piece rate, commission, or other basis..." Wage Order, § 1. The Wage
22 Order defines "Mercantile Industry" to mean "any industry, business, or establishment operated
23 for the purpose of purchasing, selling, or distributing goods are commodities at wholesale or
24 retail; or for the purpose of renting goods or commodities." Wage Order, § 2(H). At all relevant
25 times during the applicable limitations period, the Defendants, Loya, and all of the Class Members
26 were covered by the Wage Order because the Defendants operated, and Loya, and all of the Class
27 Members worked for, one or more establishments operated as fuel stations and mini-markets.
28 Accordingly, Loya and all of the other Class Members are entitled to the protections the Wage



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1 Order provides.

2 35. On approximately December 7, 2021, the Defendants began to employ Loya in
3 Eastvale in the position of hourly, non-exempt cashier. The Defendants continuously employed
4 her in that capacity until on or about February 4, 2022 when her employment ended.

5 36. At all relevant times, the Defendants issued wages to Loya and all of the other
6 Class Members on a biweekly (26 paychecks/year) basis and paid them by the hour. At all relevant
7 times, the Defendants classified Loya and all of the other Class Members as non-exempt
8 employees entitled to the protections of the Labor Code and the Wage Order.

9 37. At all relevant times, the Defendants failed to compensate Loya and all of the other
10 Class Members for all hours worked at the applicable minimum or regular rates of pay.

11 38. At all relevant times, the Defendants failed to compensate Loya and all of the other
12 Class Members at the correct rates of pay for all hours worked over eight in a day, over 40 in a
13 week, and for the first eight hours of the seventh day of the workweek. The Defendants did not
14 pay Loya and the Class Members overtime premium wages when they worked overtime hours on
15 their days off from work.

16 39. At all relevant times, the Defendants failed to compensate Loya and all of the other
17 Class Members at the correct rates of pay for all hours worked over 12 in a day, and all over the
18 first eight of the seventh day of the workweek. The Defendants did not pay Loya and the Class
19 Members double-time premium wages when they worked double-time hours on their days off
20 from work.

21 40. At all relevant times, the Defendants failed to provide Loya and all of the other
22 Class Members with all timely 30-minute, off-duty meal periods. The Defendants prohibited Loya
23 and the Class Members from taking duty free meal periods and understaffed the worksites so no
24 one was available to cover an employee for a duty free meal period. The Defendants also failed
25 to pay premium wages for days on which they failed to provide Loya and all of the other Class
26 Members with meal periods as required by law.

27 41. At all relevant times, the Defendants failed to authorize and permit Loya and all
28 of the other Class Members to take ten-minute, off-duty, paid rest breaks every four hours worked



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(213) 634-2485 Fax
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1 or major portion thereof. The Defendants prohibited Loya and the Class Members from taking
2 duty free rest breaks and understaffed the worksites so no one was available to cover an employee
3 for a duty free rest break. The Defendants also failed to pay premium wages for days on which
4 they failed to authorize and permit Loya and all of the other Class Members to take rest breaks as
5 required by law.

6 42. At all relevant times, the Defendants required Loya and all of the other Class
7 Members to incur certain business expenses in the course of performing their duties. The
8 Defendants required Loya and all of the other Class Members to supply mobile phones to perform
9 their job duties. However, the Defendants did not provide these items and did not reimburse Loya
10 and the other Class Members for these items.

11 43. At all relevant times, the Defendants failed to issue to Loya and all of the other
12 Class Members complete and accurate wage statements that state all hours worked at the correct
13 rates of pay, and all wages earned. The Defendants knowingly and intentionally failed to state on
14 the wage statements they issued to Loya and all of the other Class Members the unpaid wages
15 discussed above. The wage statements fail to state all minimum wages earned, all regular wages
16 earned, all overtime wages earned, all doubletime wages earned, all meal period premium wages
17 earned, all rest break premium wages earned, and related information.

18 44. At all relevant times, the Defendants also failed to timely pay Loya and all of the
19 other Class Members all earned wages as described above during and at the conclusion of
20 employment.

21 45. At all relevant times, the Defendants failed to maintain accurate employee records
22 of Loya and all of the other Class Members.

23 46. For the reasons stated herein, Plaintiff alleges that as a result of Defendants'
24 unlawful practices and policies, Plaintiff and the Class Members were:

- 25 A. Not provided with all off duty meal periods;
26 B. Not authorized and permitted to take all rest break periods;
27 C. Not paid one hour's pay for each workday in which Defendants failed to
28 authorize and permit them to take one or more timely rest periods;



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1 D. Not paid one hour's pay for each workday in which Defendants failed to
2 provide them with one or more timely meal periods;

3 E. Not paid all wages earned, including, but not limited to, minimum, regular,
4 overtime, and doubletime wages for work performed while clocked out;

5 F. Not indemnified for all necessary business expenditures incurred during
6 the discharge of their duties;

7 G. Not provided with accurate and complete wage statements; and

8 H. Not timely paid all earned and unpaid wages at the time their employment
9 ended.

10 **FIRST CAUSE OF ACTION**

11 **FAILURE TO PAY, DEDUCTING, OR WITHHOLDING ALL WAGES AT THE**
12 **CORRECT RATES**

13 **Lab. Code §§ 510, 1194, 1197, and 1198**

14 **(By Plaintiff, on behalf of herself and the Class, against all Defendants)**

15 47. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

16 48. At all relevant times, Plaintiff and the Class Members have been non-exempt
employees entitled to the protections of both the Labor Code and the Wage Order.

17 **A. FAILURE TO PAY ALL WAGES EARNED FOR ALL HOURS WORKED AT**
18 **THE CORRECT RATES OF PAY**

19 49. Section 2 of the Wage Order defines "hours worked" as "the time during which an
20 employee is subject to the control of an employer, and includes all the time the employee is
21 suffered or permitted to work, whether or not required to do so."

22 50. Section 3 of the Wage Order states:

23 The following overtime provisions are applicable to employees 18 years of age or
24 over and to employees 16 or 17 years of age who are not required by law to attend
school and are not otherwise prohibited by law from engaging in the subject work.
25 Such employees shall not be employed more than eight (8) hours in any workday
26 or more than 40 in a workweek unless the employee receives one and one half
(1½) times such employee's regular rate of pay for all hours worked over 40 hours
27 in the workweek. Eight (8) hours of labor constitutes a day's work. Employment
28 beyond eight (8) hours in any workday or more than six (6) days in any workweek
is permissible provided the employee is compensated for such overtime at not less
than:



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- 1 (a) One and one-half (1½) times the employee's regular rate of pay for all
2 hours worked in excess of eight (8) hours up to and including twelve (12)
3 hours in any workday, and for the first eight (8) hours worked on the
4 seventh (7th) consecutive day of work in a workweek;
- 5 (b) Double the employee's regular rate of pay for all hours worked in excess
6 of 12 hours in any workday and for all hours worked in excess of eight (8)
7 hours on the seventh (7th) consecutive day of work in a workweek. The
8 overtime rate of compensation required to be paid to a nonexempt full-
time salaried employee shall be computed by using the employee's regular
hourly salary as one fortieth (1/40) of the employee's weekly salary.

9 51. Section 4 of the Wage Order requires an employer to pay non-exempt employees
10 at least the minimum wage set forth therein for all hours worked, which consists of all hours that
11 an employer has actual or constructive knowledge that employees are working.

12 52. Labor Code section 510 states:

13 Eight hours of labor constitutes a day's work. Any work in excess of eight hours
14 in one workday and any work in excess of 40 hours in any one workweek and the
15 first eight hours worked on the seventh day of work in any one workweek shall be
16 compensated at the rate of no less than one and one-half times the regular rate of
17 pay for an employee. Any work in excess of 12 hours in one day shall be
18 compensated at the rate of no less than twice the regular rate of pay for an
19 employee. In addition, any work in excess of eight hours on any seventh day of a
workweek shall be compensated at the rate of no less than twice the regular rate of
pay of an employee. Nothing in this section requires an employer to combine more
than one rate of overtime compensation in order to calculate the amount to be paid
to an employee for any hour of overtime work.

20 53. Labor Code section 1194 invalidates any agreement between an employer and an
21 employee to work for less than the minimum wage required under the applicable Wage Order.

22 54. Labor Code section 1197 makes it unlawful for an employer to pay an employee
23 less than the minimum wage required under the applicable Wage Order for all hours worked
24 during a payroll period.

25 55. Labor Code section 1198 makes it unlawful for an employer to employ an
26 employee under conditions that violate the Wage Order.

27 56. In conjunction, these provisions of the Labor Code require employers to pay non-
28 exempt employees no less than their agreed-upon or statutorily mandated wage rates for all hours
worked, including unrecorded hours when the employer knew or reasonably should have known



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1 that employees were working during those hours. (See *Morillion v. Royal Packing Co.* (2000) 22
2 Cal.4th 575, 585.)

3 57. At all relevant times during the applicable limitations period, Defendants failed to
4 compensate Plaintiff and the Class Members for all hours worked, including, but not limited to
5 minimum, regular, overtime and doubletime wages for all minimum, regular, overtime and
6 doubletime hours, respectively, that they worked at the correct rates of pay.

7 58. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
8 Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants'
9 failure to compensate Plaintiff and the other Class Members for all hours worked at the correct
10 rates of pay as required by California law.

11 **B. PERSON ACTING ON BEHALF OF EMPLOYERS WHO VIOLATES THE**
12 **LABOR CODE**

13 59. In relevant part, Labor Code section 558.1 states:

- 14 (a) Any employer or other person acting on behalf of an employer,
15 who violates, or causes to be violated, any provision regulating
16 minimum wages or hours and days of work in any order of the
17 Industrial Welfare Commission, or violates, or causes to be
18 violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be
19 held liable as the employer for such violation.
- 20 (b) For purposes of this section, the term "other person acting on
21 behalf of an employer" is limited to a natural person who is an
22 owner, director, officer, or managing agent of the employer, and
23 the term "managing agent" has the same meaning as in subdivision
24 (b) of Section 3294 of the Civil Code.

25 At all relevant times, Issam Z. Ghreiwati was an employer of Loya and all of the other Class
26 Members, and/or "owner," "managing agent," and/or "officer" of the Defendants and the other
27 employers identified above. Issam Z. Ghreiwati directly or indirectly, or through an agent or other
28 person, employed and exercised control over the wages, hours, and/or working conditions of the
Class Members, and caused the violations to the Labor Code and the Wage Order described above.
On behalf of herself and all of the other Class Members, Loya seeks an award of unpaid wages,
interest, restitution, statutory penalties, liquidated damages, attorneys' fees, costs, and related
relief against Issam Z. Ghreiwati that is the same as the award of against the other Defendants on
the same grounds for which Plaintiff seeks against the Defendants.



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SECOND CAUSE OF ACTION
FAILURE TO PROVIDE MEAL PERIODS

Lab. Code §§ 226.7 and 512

(By Plaintiff, on behalf of herself and the Class, against all Defendants)

60. Plaintiff incorporates all paragraphs of this complaint as if fully alleged herein.

61. At all relevant times during the applicable limitations period, Plaintiff and the Class Members have been employees of Defendants and entitled to the benefits and protections of California Labor Code §§ 226.7, 512 and 1198, and the Wage Order.

62. In relevant part, California Labor Code § 1198 states:

The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

63. In relevant part, In relevant part, California Labor Code § 512 states:

An employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee.

An employer shall not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

64. In relevant part, Section 11 of the Wage Order states:

Meal Periods:

(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee.



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8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
15303 Ventura Bl
Ste 900
Sherman Oaks, CA 91403

- (B) An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.
- (C) Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. An "on duty" meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.
- (D) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.
- (E) In all places of employment where employees are required to eat on the premises, a suitable place for that purpose shall be designated.

65. In relevant part, California Labor Code § 226.7 states:

- (b) An employer shall not require an employee to work during a meal or rest period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.
- (c) If an employer fails to provide an employee a meal period or rest period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.



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15303 Ventura Bl
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1 66. Pursuant to California Labor Code § 512 and the Wage Order, Plaintiff and the
2 Class Members were entitled to uninterrupted meal periods of at least 30 minutes for each day
3 they worked five or more hours. Pursuant to California Labor Code § 512, they were also entitled
4 to a second 30-minute meal period when they worked more than 10 hours in a workday.

5 67. Defendants intentionally failed to provide Plaintiff and the Class Members with
6 all required 30-minute duty free meal periods in accordance with the Wage Order. The Defendants
7 prohibited Loya and the Class Members from taking duty free meal periods and understaffed the
8 worksites so no one was available to cover an employee for a duty free meal period.

9 68. At all relevant times, Defendants failed to provide Plaintiff and the Class Members
10 with all timely rest and meal periods. Defendants denied Plaintiff and the other Class Members
11 their 30-minute off-duty meal period within the first five hours of work. Furthermore, Defendants
12 failed to pay premium wages for days on which they failed to provide Plaintiff and the other Class
13 Members with timely meal periods.

14 69. Plaintiff is informed and believes and thereon alleges that, at all relevant times
15 within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy
16 which resulted in Defendants not providing the and the Class Members with all off-duty meal
17 periods required by California law.

18 70. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members have
19 suffered damages in amounts subject to proof to the extent they were not paid additional wages
20 owed for all meal periods not provided to them.

21 71. By reason of the above, Plaintiff and the Class Members are entitled to premium
22 wages for workdays in which one or more meal periods were not provided to them pursuant to
23 California Labor Code § 226.7.

24 **A. PERSON ACTING ON BEHALF OF EMPLOYERS WHO VIOLATES THE**
25 **LABOR CODE**

26 72. In relevant part, Labor Code section 558.1 states:

- 27 (c) Any employer or other person acting on behalf of an employer,
28 who violates, or causes to be violated, any provision regulating
minimum wages or hours and days of work in any order of the



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Ste 900
Sherman Oaks, CA 91403

Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.

- (d) For purposes of this section, the term “other person acting on behalf of an employer” is limited to a natural person who is an owner, director, officer, or managing agent of the employer, and the term “managing agent” has the same meaning as in subdivision (b) of Section 3294 of the Civil Code.

At all relevant times, Issam Z. Ghreiwati was an employer of Loya and all of the other Class Members, and/or “owner,” “managing agent,” and/or “officer” of the Defendants and the other employers identified above. Issam Z. Ghreiwati directly or indirectly, or through an agent or other person, employed and exercised control over the wages, hours, and/or working conditions of the Class Members, and caused the violations to the Labor Code and the Wage Order described above. On behalf of herself and all of the other Class Members, Loya seeks an award of unpaid wages, interest, restitution, statutory penalties, liquidated damages, attorneys’ fees, costs, and related relief against Issam Z. Ghreiwati that is the same as the award of against the other Defendants on the same grounds for which Plaintiff seeks against the Defendants.

THIRD CAUSE OF ACTION

FAILURE TO AUTHORIZE AND PERMIT REST BREAKS

Lab. Code § 226.7

(By Plaintiff, on behalf of herself and the Class, against all Defendants)

73. Plaintiff incorporates all paragraphs of this complaint as if fully alleged herein.

74. At all relevant times during the applicable limitations period, Plaintiff and the Class Members have been employees of Defendants and entitled to the benefits and protections of California Labor Code §§ 226.7 and 1198, and the Wage Order.

75. In relevant part, California Labor Code § 1198 states:

The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

76. In relevant part, Section 12 of the Wage Order states:



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Ste 900
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Rest Periods:

- (A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.
- (B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

77. In relevant part, California Labor Code § 226.7 states:

- (b) An employer shall not require an employee to work during a meal or rest period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.
- (c) If an employer fails to provide an employee a meal period or rest period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

78. Pursuant to the Wage Order, Plaintiff and the Class Members were entitled to be authorized and permitted to take net rest breaks of at least ten minutes for each four-hour period of work, or major fraction thereof.

79. Defendants intentionally failed to authorize and permit Plaintiff and the Class



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15303 Ventura Bl
Ste 900
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1 Members to take all 10-minute rest periods free from any work duties in accordance with the
2 Wage Order. The Defendants prohibited Loya and the Class Members from taking duty free rest
3 breaks and understaffed the worksites so no one was available to cover an employee for a duty
4 free rest break.

5 80. At all relevant times, Defendants failed to authorize and permit Plaintiff and the
6 Class Members to take all timely rest periods. Furthermore, Defendants failed to pay premium
7 wages to Plaintiff and the Class Members for days on which they failed to authorize and permit
8 Plaintiff and the other Class Members to take timely rest periods.

9 81. At all relevant times, Defendants failed to authorize and permit Plaintiff and the
10 Class Members to take ten-minute, paid, duty-free rest breaks every four hours worked or major
11 fraction thereof. Defendants did not seek an exemption from the rest period protections of the
12 Wage Order from the California Division of Labor Standards Enforcement. Moreover,
13 Defendants failed to pay Plaintiff and the Class Members premium wages on workdays they failed
14 to authorize and permit them to take 10-minute rest periods every four hours worked or major
15 fraction thereof.

16 82. Plaintiff is informed and believes and thereon alleges that, at all relevant times
17 within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy
18 which resulted in Defendants not authorizing and permitting Plaintiff and the Class Members to
19 take all rest breaks required by California law.

20 83. Defendants failed to provide Plaintiff with all required rest breaks in accordance
21 with the Wage Order. Plaintiff is informed and believes and thereon alleges that, at relevant times
22 within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy
23 which resulted in Defendants not providing the Class Members with all rest breaks required by
24 California law.

25 84. Defendants failed to pay Plaintiff the additional wages required by California
26 Labor Code § 226.7 for all rest breaks not provided to her. Plaintiff is informed and believes and
27 thereon alleges that, at relevant times within the applicable limitations period, Defendants have
28 maintained a policy, practice, or a lack of a policy which resulted in Defendants not providing the



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15303 Ventura Bl
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1 Class Members with additional wages for all rest breaks not provided to them as required by
2 California Labor Code § 226.7.

3 85. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members have
4 suffered damages in amounts subject to proof to the extent they were not paid additional wages
5 owed for all rest breaks not provided to them.

6 86. By reason of the above, Plaintiff and the Class Members are entitled to premium
7 wages for workdays in which one or more rest breaks were not provided to them pursuant to
8 California Labor Code § 226.7.

9 **A. PERSON ACTING ON BEHALF OF EMPLOYERS WHO VIOLATES THE**
10 **LABOR CODE**

11 87. In relevant part, Labor Code section 558.1 states:

- 12 (a) Any employer or other person acting on behalf of an employer,
13 who violates, or causes to be violated, any provision regulating
14 minimum wages or hours and days of work in any order of the
15 Industrial Welfare Commission, or violates, or causes to be
16 violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be
17 held liable as the employer for such violation.
- 18 (b) For purposes of this section, the term "other person acting on
19 behalf of an employer" is limited to a natural person who is an
20 owner, director, officer, or managing agent of the employer, and
21 the term "managing agent" has the same meaning as in subdivision
22 (b) of Section 3294 of the Civil Code.

23 At all relevant times, Issam Z. Ghreiwati was an employer of Loya and all of the other Class
24 Members, and/or "owner," "managing agent," and/or "officer" of the Defendants and the other
25 employers identified above. Issam Z. Ghreiwati directly or indirectly, or through an agent or other
26 person, employed and exercised control over the wages, hours, and/or working conditions of the
27 Class Members, and caused the violations to the Labor Code and the Wage Order described above.
28 On behalf of herself and all of the other Class Members, Loya seeks an award of unpaid wages,
interest, restitution, statutory penalties, liquidated damages, attorneys' fees, costs, and related
relief against Issam Z. Ghreiwati that is the same as the award of against the other Defendants on
the same grounds for which Plaintiff seeks against the Defendants.

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8605 Santa Monica Bl
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(213) 634-2485 Fax
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FOURTH CAUSE OF ACTION

FAILURE TO INDEMNIFY

Lab. Code § 2802

(By Plaintiff, on behalf of herself and the Class, against all Defendants)

88. Plaintiff incorporates all paragraphs of this complaint as if fully alleged herein.

89. In pertinent part, California Labor Code § 2802(a) states: “An employer shall indemnify his or her employee[s] for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her duties.”

90. California Labor Code § 1198 prohibits employers from employing their employees under conditions prohibited by the Wage Order.

91. At all relevant times, Defendants required Plaintiff and the Class Members to incur certain business expenses in the course of performing their duties.

92. As described above, the Defendants required Loya and all of the other Class Members to incur certain business expenses in the course of performing their duties. The Defendants required Loya and all of the other Class members to supply mobile phones to perform their job duties. However, the Defendants did not provide these items and did not reimburse Loya and the other Class members for these items.

93. Plaintiff is informed and believes and thereon alleges that, at all relevant times, Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants’ failure to indemnify Plaintiff and the Class Members for the reasonable expenses they incurred during the course of performing their duties.

A. PERSON ACTING ON BEHALF OF EMPLOYERS WHO VIOLATES THE LABOR CODE

94. In relevant part, Labor Code section 558.1 states:

(a) Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.

(b) For purposes of this section, the term “other person acting on behalf of an employer” is limited to a natural person who is an



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PMB 42554
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(213) 725-9094 Tel
(213) 634-2485 Fax
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Office:
15303 Ventura Bl
Ste 900
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owner, director, officer, or managing agent of the employer, and the term “managing agent” has the same meaning as in subdivision (b) of Section 3294 of the Civil Code.

At all relevant times, Issam Z. Ghreiwati was an employer of Loya and all of the other Class Members, and/or “owner,” “managing agent,” and/or “officer” of the Defendants and the other employers identified above. Issam Z. Ghreiwati directly or indirectly, or through an agent or other person, employed and exercised control over the wages, hours, and/or working conditions of the Class Members, and caused the violations to the Labor Code and the Wage Order described above. On behalf of herself and all of the other Class Members, Loya seeks an award of unpaid wages, interest, restitution, statutory penalties, liquidated damages, attorneys’ fees, costs, and related relief against Issam Z. Ghreiwati that is the same as the award of against the other Defendants on the same grounds for which Plaintiff seeks against the Defendants.

FIFTH CAUSE OF ACTION

FAILURE TO ISSUE ACCURATE AND COMPLETE WAGE STATEMENTS

Lab. Code §§ 226 and 226.2

(By Plaintiff, on behalf of herself and the Class, against all Defendants)

A. FAILURE TO PROVIDE ACCURATE AND COMPLETE WRITTEN WAGE STATEMENTS

95. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

96. Pursuant to California Labor Code § 226(a), Plaintiff and the Class Members were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized statement showing:

A. Gross wages earned;

B. Total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;

C. The number of piece rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;

D. All deductions, provided that all deductions made on written orders of the Employee may be aggregated and shown as one item;

E. Net wages earned;



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(213) 725-9094 Tel
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Office:
15303 Ventura Bl
Ste 900
Sherman Oaks, CA 91403

1 F. The inclusive dates of the period for which the employee is paid;

2 G. The name of the employee and his or her social security number, except
3 that by January 1, 2008, only the last four digits of his or her social security number or an
4 employee identification number other than a social security number may be shown on the itemized
5 statement;

6 H. The name and address of the legal entity that is the employer; and

7 I. All applicable hourly rates in effect during the pay period and the
8 corresponding number of hours worked at each hourly rate by the employee.

9 97. Pursuant to California Labor Code § 226, an employee is deemed to suffer injury
10 if the employer fails to provide a wage statement. Also, an employee is deemed to suffer injury if
11 the employer fails to provide accurate and complete information as required by California Labor
12 Code § 226(a) and the employee cannot “promptly and easily determine” from the wage statement
13 alone one or more of the following:

14 A. The amount of the gross wages or net wages paid to the employee during
15 the pay period or any of the other information required to be provided on the itemized wage
16 statement pursuant to California Labor Code § 226(a);

17 B. Which deductions the employer made from gross wages to determine the
18 net wages paid to the employee during the pay period;

19 C. The name and address of the employer and, if the employer is a farm labor
20 contractor, as defined in subdivision (b) of Section 1682 of the California Labor Code, the name
21 and address of the legal entity that secured the services of the employer during the pay period;

22 D. The name of the employee and only the last four digits of his or her
23 social security number or an employee identification number other than a social security number;
24 and

25 E. The number of piece-rate units earned and the piece rate.

26 98. “Promptly and easily determine,” as stated in California Labor Code § 226(e),
27 means a reasonable person would be able to readily ascertain the information without reference
28 to other documents or information.

99. As alleged herein, at all relevant times during the applicable limitations period,
Defendants violated California Labor Code section 226 because they did not properly and
accurately itemize each employee’s gross wages earned, net wages earned, the total hours worked,



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8605 Santa Monica Bl
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(213) 725-9094 Tel
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Office:
15303 Ventura Bl
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1 the corresponding number of hours worked at each rate by the employee and other requirements
2 of California Labor Code section 226. Defendants failed to state in the wage statements they
3 issued to Plaintiff and the other Class Members all their hours worked and wages earned,
4 including, but not limited to, regular and overtime wages for work they performed off-the-clock
5 after clocking-out (as described above). Defendants knowingly and intentionally did not issue
6 either as a detachable part of the check, draft, or voucher paying the employee's wages, or
7 separately if wages are paid by personal check or cash, statements to Plaintiff and the Class
8 Members that state all minimum wages earned, all regular wages earned, all overtime wages
9 earned, all doubletime wages earned, all meal period premium wages earned, all rest break
premium wages earned, and other required information.

10 100. Defendants' failure to provide Plaintiff and the other Class Members with accurate
11 wage statements was knowing and intentional. Defendants had the ability to provide Plaintiff and
12 the other Class Members with accurate wage statements but intentionally provided wage
13 statements that Defendants knew were not accurate.

14 101. As a result of being provided with inaccurate wage statements by Defendants,
15 Plaintiff and the other Class Members have suffered injury. Their legal rights to receive accurate
16 wage statements were violated and they were misled about the amount of wages they had actually
17 earned and were owed. In addition, the absence of accurate information on their wage statements
18 prevented immediate challenges to Defendants' unlawful pay practices, has required discovery
19 and mathematical computations to determine the amounts of wages owed, has caused difficulty
20 and expense in attempting to reconstruct time and pay records and/or has led to the submission of
21 inaccurate information about wages to state and federal government agencies. Further, Plaintiff
22 and the other Class Members were not able to ascertain from the wage statements whether
Defendants complied with their obligations under California Labor Code section 226(a).

23 **B. PERSON ACTING ON BEHALF OF EMPLOYERS WHO VIOLATES THE**
24 **LABOR CODE**

25 102. In relevant part, Labor Code section 558.1 states:

- 26 (a) Any employer or other person acting on behalf of an employer,
27 who violates, or causes to be violated, any provision regulating
28 minimum wages or hours and days of work in any order of the
Industrial Welfare Commission, or violates, or causes to be
violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be



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15303 Ventura Bl
Ste 900
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held liable as the employer for such violation.

- (b) For purposes of this section, the term “other person acting on behalf of an employer” is limited to a natural person who is an owner, director, officer, or managing agent of the employer, and the term “managing agent” has the same meaning as in subdivision (b) of Section 3294 of the Civil Code.

At all relevant times, Issam Z. Ghreiwati was an employer of Loya and all of the other Class Members, and/or “owner,” “managing agent,” and/or “officer” of the Defendants and the other employers identified above. Issam Z. Ghreiwati directly or indirectly, or through an agent or other person, employed and exercised control over the wages, hours, and/or working conditions of the Class Members, and caused the violations to the Labor Code and the Wage Order described above. On behalf of herself and all of the other Class Members, Loya seeks an award of unpaid wages, interest, restitution, statutory penalties, liquidated damages, attorneys’ fees, costs, and related relief against Issam Z. Ghreiwati that is the same as the award of against the other Defendants on the same grounds for which Plaintiff seeks against the Defendants.

SIXTH CAUSE OF ACTION

WILLFUL FAILURE TO TIMELY PAY FINAL WAGES

Lab. Code §§ 201, 202, and 203

(By Plaintiff, on behalf of herself and the Class, against all Defendants)

103. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

104. At all relevant times during the applicable limitations period, Plaintiffs and the Class have been non-exempt employees of Defendants and entitled to the benefits and protections of California Labor Code §§ 201–203, and the Wage Order.

105. Labor Code § 201 provides that all earned and unpaid wages of an employee who is discharged are due and payable immediately at the time of discharge.

106. Labor Code § 202 provides that all earned and unpaid wages of an employee who quits after providing at least 72-hours notice before quitting are due and payable at the time of quitting and that all earned and unpaid wages of an employee who quits without providing at least 72-hours notice before quitting are due and payable within 72 hours.

107. The Defendants failed to pay Loya and all of the other Class Members whose employment ended all of the earned but unpaid wages described above by the conclusion of their employment with Loya, including minimum wages, regular wages, overtime wages, doubletime



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1 wages, unprovided meal period premium wages, unprovided rest break premium wages.
2 Additionally, the Defendants failed to issue to Loya and all of the other Class members whose
3 employment ended their final paychecks until several days after the termination.

4 108. By failing to pay such earned wages to Plaintiff and the Class Members,
5 Defendants failed to timely pay them all earned and unpaid wages in violation of Labor Code
6 § 201 or § 202.

7 109. Plaintiff is informed and believes that Defendants' failures to timely pay Plaintiff
8 and the Class Members all of their earned and unpaid wages (described above) have been willful
9 in that, at all relevant times, Defendants have deliberately maintained policies and practices that
10 violate the requirements of the Labor Code and the Wage Order, even though at all relevant times,
11 they have had the ability to comply with those legal requirements.

12 110. Pursuant to Labor Code § 203, Plaintiffs seeks waiting time penalties on behalf of
13 themselves and the Class, in amounts subject to proof not to exceed 30 days of waiting time
14 penalties for each Class Member.

15 **A. PERSON ACTING ON BEHALF OF EMPLOYERS WHO VIOLATES THE**
16 **LABOR CODE**

17 111. In relevant part, Labor Code section 558.1 states:

- 18 (a) Any employer or other person acting on behalf of an employer,
19 who violates, or causes to be violated, any provision regulating
20 minimum wages or hours and days of work in any order of the
21 Industrial Welfare Commission, or violates, or causes to be
22 violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be
23 held liable as the employer for such violation.
- 24 (b) For purposes of this section, the term "other person acting on
25 behalf of an employer" is limited to a natural person who is an
26 owner, director, officer, or managing agent of the employer, and
27 the term "managing agent" has the same meaning as in subdivision
28 (b) of Section 3294 of the Civil Code.

112. At all relevant times, Issam Z. Ghreiwati was an employer of Loya and all of the
other Class Members, and/or "owner," "managing agent," and/or "officer" of the Defendants and
the other employers identified above. Issam Z. Ghreiwati directly or indirectly, or through an
agent or other person, employed and exercised control over the wages, hours, and/or working
conditions of the Class Members, and caused the violations to the Labor Code and the Wage



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8605 Santa Monica Bl
PMB 42554
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(213) 725-9094 Tel
(213) 634-2485 Fax
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Office:
15303 Ventura Bl
Ste 900
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Order described above. On behalf of herself and all of the other Class Members, Loya seeks an award of unpaid wages, interest, restitution, statutory penalties, liquidated damages, attorneys' fees, costs, and related relief against Issam Z. Ghreiwati that is the same as the award of against the other Defendants on the same grounds for which Plaintiff seeks against the Defendants.

SEVENTH CAUSE OF ACTION

UNFAIR COMPETITION

(Bus. & Prof. Code §§ 17200, *et seq.*)

(By Plaintiff, on behalf of herself and the Class, against all Defendants)

113. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

114. At all relevant times during the applicable limitations period, Plaintiff and the Class Members have been employees of Defendants and entitled to the benefits and protections of the Business and Professions Code §§ 17200, *et seq.*

115. The unlawful conduct of Defendants alleged herein amount to and constitutes unfair competition within the meaning of California Business & Professions Code §§ 17200, *et seq.* Due to their unfair and unlawful business practices alleged herein, Defendants have unfairly gained a competitive advantage over other comparable companies doing business in California that comply with their legal obligations to compensate employees for all earned wages.

116. As a result of Defendants' unfair competition as alleged herein, Plaintiff and the Class Members have suffered injuries in fact and lost money or property. Plaintiff and the Class Members were deprived of minimum wages, regular wages, overtime wages, doubletime wages, missed meal period premium wages, missed rest period premium wages, phone expenses, telecom expenses, and comparable money and property.

117. Pursuant to California Business & Professions Code § 17203, Plaintiff and the Class Members are entitled to restitution of all monies rightfully belonging to them that Defendants did not pay them or otherwise retained by means of their unlawful and unfair business practices.

118. Plaintiff and the Class Members are entitled to reasonable attorneys' fees in connection with their unfair competition claims pursuant to California Code of Civil Procedure § 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

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Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
15303 Ventura Bl
Ste 900
Sherman Oaks, CA 91403

1 **EIGHTH CAUSE OF ACTION**

2 **CIVIL PENALTIES**

3 **(Lab Code §§2698, et seq.)**

4 **(By Plaintiff and the Aggrieved Employees against all Defendants)**

5 119. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

6 120. The “Aggrieved Employees” are all members of the Class defined above who
7 Defendants employed during the period beginning September 12, 2021 and ending on the date
8 that final judgment is entered in this action.

9 121. Labor Code § 204 states

10 (a) All wages, other than those mentioned in Section 201, 201.3, 202, 204.1,
11 or 204.2, earned by any person in any employment are due and payable twice
12 during each calendar month, on days designated in advance by the employer as the
13 regular paydays. Labor performed between the 1st and 15th days, inclusive, of any
14 calendar month shall be paid for between the 16th and the 26th day of the month
15 during which the labor was performed, and labor performed between the 16th and
16 the last day, inclusive, of any calendar month, shall be paid for between the 1st
17 and 10th day of the following month. ...

18 (b) (1) Notwithstanding any other provision of this section, all wages
19 earned for labor in excess of the normal work period shall be paid no later than the
20 payday for the next regular payroll period.

21 (2) An employer is in compliance with the requirements of subdivision (a) of
22 Section 226 relating to total hours worked by the employee, if hours worked in
23 excess of the normal work period during the current pay period are itemized as
24 corrections on the paystub for the next regular pay period. Any corrections set out
25 in a subsequently issued paystub shall state the inclusive dates of the pay period
26 for which the employer is correcting its initial report of hours worked.

27 (c) However, when employees are covered by a collective bargaining
28 agreement that provides different pay arrangements, those arrangements shall
apply to the covered employees.

(d) The requirements of this section shall be deemed satisfied by the payment
of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not
more than seven calendar days following the close of the payroll period.

122. Defendants paid wages to employees on regular intervals. Defendants, however,
failed to pay Plaintiff on such intervals for all wages earned and all hours worked. On information
and belief, Plaintiff alleges that Defendants also failed to pay the Aggrieved Employees on such
intervals for all wages earned and all hours worked.

123. Labor Code section 1174, which also pertains to recordkeeping, states:

Every person employing labor in this state shall



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PMB 42554
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...

(c) Keep a record showing the names and addresses of all employees employed and the ages of all minors.

(d) Keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.

124. Labor Code section 1174.5 states:

Any person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

125. Section 7 of Wage Order states,

(A) Every employer shall keep accurate information with respect to each employee, including the following:

(1) Full name, home address, occupation and social security number.

(2) Birth date, if under 18 years, and designation as a minor.

(3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which, operations cease and authorized rest periods need not be recorded.

(4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the employee.

(5) Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request.



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Mail:
8605 Santa Monica Bl
PMB 42554
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Office:
15303 Ventura Bl
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(6) When a piece rate or incentive plan is in operation, piece rates or an explanation of the incentive plan formula shall be provided to employees. An accurate production record shall be maintained by the employer.

...

(E) All required records shall be in the English language and in ink or other indelible form, properly dated, showing month, day and year, and shall be kept on file by the employer for at least three (3) years at the place of employment or at a central location within the State of California. An employee's records shall be available for inspection by the employee upon reasonable request.

126. Defendants failed to compensate Plaintiff and all of the other Aggrieved Employees for all hours worked at the correct rates of pay, including all minimum wages earned, all regular wages earned, all overtime wages earned, all doubletime wages earned, all meal period premium wages earned, all rest break premium wages earned, and the employer's name and address. As a result, Defendants have failed to accurately maintain all records required by section 1174 and the Wage Order, including but not limited to Plaintiff and all of the other Aggrieved Employees' total hours worked, total wages paid, and applicable hourly rates during each payroll period.

127. Section 14 of the Wage Order states as follows:

Seats.

(A) All working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.

(B) When employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.

128. Labor Code § 1198 prohibits employers from employing their employees under conditions prohibited by the Wage Order.

129. During the applicable time period, Defendants violated California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, and 2802.

130. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of themselves and other current or former employees, to bring a civil action to recover civil penalties pursuant to the procedures specified in California Labor Code § 2699.3.



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1 131. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff and the Class are
2 entitled to recover civil penalties for each of the Defendants' violations of California Labor Code
3 §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, and 2802 during the
4 applicable limitations period in the following amounts:

5 A. For violations of California Labor Code § 204, one hundred dollars
6 (\$100.00) for each Aggrieved Employee for each initial violation and two hundred dollars
7 (\$200.00) for each Aggrieved Employee for each subsequent, willful or intentional violation
8 (penalty amounts established by California Labor Code § 210).

9 B. For violations of California Labor Code § 226(a), two hundred fifty dollars
10 (\$250.00) for each Aggrieved Employee for initial violation and one thousand dollars (\$1,000.00)
11 for each Aggrieved Employee for each subsequent violation (penalty amounts established by
12 California Labor Code § 226.3).

13 C. For violations of California Labor Code §§ 510 and 512, fifty dollars
14 (\$50.00) for each Aggrieved Employee for initial violation and one hundred dollars (\$100.00) for
15 each Aggrieved Employee for each subsequent violation, per pay period (penalty amounts
16 established by California Labor Code § 558).

17 D. For violations of California Labor Code § 1197, one hundred dollars
18 (\$100.00) for each Aggrieved Employee for each initial and intentional violation and two hundred
19 fifty dollars (\$250.00) for each Aggrieved Employee for each subsequent violation, per pay period
20 (regardless of whether the initial violations were intentionally committed) (penalty amounts
21 established by California Labor Code § 1197.1).

22 E. For violations of California Labor Code § 1174, \$500 for Each Aggrieved
23 employee for each violation of Labor Code section 1174 (penalties set by Labor Code
24 section 1174.5).

25 F. For violations of California Labor Code §§ 201, 202, 203, 226.7, 1194,
26 1198, and 2802, one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for
27 each initial violation and two hundred dollars (\$200.00) for each Aggrieved Employee per pay
28 period for each subsequent violation (penalty amounts established by California Labor Code §
2699(f)(2)).

122. In relevant part, Labor Code section 558.1 states:



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(e) Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.

(f) For purposes of this section, the term “other person acting on behalf of an employer” is limited to a natural person who is an owner, director, officer, or managing agent of the employer, and the term “managing agent” has the same meaning as in subdivision (b) of Section 3294 of the Civil Code.

At all relevant times, Issam Z. Ghreiwati was an employer of Loya and all of the other Aggrieved Employees, and/or “owner,” “managing agent,” and/or “officer” of the Defendants and the other employers identified above. Issam Z. Ghreiwati directly or indirectly, or through an agent or other person, employed and exercised control over the wages, hours, and/or working conditions of the Aggrieved Employees, and caused the violations to the Labor Code and the Wage Order described above. On behalf of herself and all of the other Aggrieved Employees, Loya seeks an award of unpaid wages, interest, restitution, statutory penalties, liquidated damages, attorneys’ fees, costs, and related relief against Issam Z. Ghreiwati that is the same as the award of against the other Defendants on the same grounds for which Plaintiff seeks against the Defendants.

132. Plaintiff has complied with the procedures for bringing suit specified in California Labor Code § 2699.3. By letter dated September 12, 2022, Plaintiff filed written notices online with the Labor and Workforce Development Agency (“LWDA”) and gave written notices by certified mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. A true and correct copy of the notices to the LWDA dated September 12, 2022 is attached as Exhibit A. Plaintiff accompanied her LWDA notice with a fee in the amount of \$75.00. The LWDA has failed to take action in response within 65 calendar days of the date of Plaintiff’s notice, but Plaintiff anticipates that the LWDA will provide written notice to Plaintiff informing her that it does not intend to investigate these allegations.

133. Pursuant to California Labor Code § 2699(g), Plaintiff and the Aggrieved Employees are entitled to an award of civil penalties, reasonable attorney’s fees and costs in connection with their claims for civil penalties.



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15303 Ventura Bl
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V. PRAYER FOR RELIEF

134. WHEREFORE, Plaintiff, on behalf of herself and the Class Members, prays for relief and judgment against Defendants as follows:

- A. An order that the action be certified as a class action with respect to Plaintiff's claims for violations of California law;
- B. An order that Plaintiff be appointed class representative;
- C. An order that counsel for Plaintiff be appointed class counsel;
- D. Unpaid wages, including minimum, regular, overtime, and double-time, missed meal period, missed rest period,;
- E. Liquidated damages;
- F. Statutory penalties, including waiting time penalties;
- G. Civil penalties;
- H. Restitution;
- I. Declaratory relief;
- J. Actual damages;
- K. Pre-judgment interest;
- L. Costs of suit;
- M. Reasonable attorneys' fees; and
- N. Such other relief as the Court deems just and proper.

VI. DEMAND FOR JURY TRIAL

Plaintiff, on behalf of herself and all other Class Members, hereby demands a jury trial on all issues so triable.

Respectfully submitted,

THE SPIVAK LAW FIRM

Dated: November 23, 2022

By:



DAVID G. SPIVAK
CAROLINE TAHMASSIAN
Attorneys for Plaintiff(s), CHRISTINE
MARIE LOYA, and all others similarly
situated



SPIVAK LAW
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Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
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Office:
15303 Ventura Bl
Ste 900
Sherman Oaks, CA 91403

EXHIBIT A



THE SPIVAK LAW FIRM
EMPLOYEE RIGHTS

8605 Santa Monica Bl PMB 42554 West Hollywood CA 90069 Mail
15303 Ventura Bl Ste 900 Sherman Oaks CA 91403 Office
(213) 725-9094 Tel
(213) 634-2485 Fax
spivaklaw.com Web

SENT BY ELECTRONIC SUBMISSION, CERTIFIED MAIL, AND EMAIL

September 12, 2022

Issam Z. Ghreiwati
1461 Superior Ave
Newport Beach, CA 92663

Re: *Christine Marie Loya / Lama Oil, LLC, et al.*
LWDA Case No. LWDA-CM-907273-22

To Whom It May Concern:

Please find enclosed the letter dated September 12, 2022 to the Labor and Workforce Development Agency regarding Christine Marie Loya.

Sincerely,

Breck Oyama

Paralegal

(818) 582-3039

breck@spivaklaw.com

Encl. as stated.

cc: Christine Marie Loya
David G. Spivak Esq.

SENT BY ELECTRONIC SUBMISSION, CERTIFIED MAIL, AND EMAIL

September 12, 2022

Attn: PAGA Administrator
Labor and Workforce Development Agency
Attn: PAGA Administrator
<http://dir.tflaforms.net>
Via Electronic Submission

Re: *Christine Marie Loya / Lama Oil, LLC, et al.*

To Whom It May Concern:

Pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.*, Christine Marie Loya (hereafter “Loya” or “Complainant”) provides notice that Lama Oil, LLC, a California limited liability company, Lama Oil Inc, a California corporation, Issam Z. Ghreiwati, a natural person, Ghreiwati Petroleum, Inc., a California corporation, Zouheir Oil, Inc., a California corporation, Zouheir Oil, Inc., a California limited liability company, Kareem Oil, Inc., a California corporation, Kareem Oil LLC, a California limited liability company, Dena Oil Inc, a California corporation, Dena Oil, LLC, a California limited liability company, Ghreiwati Group, LLC, a California limited liability company, Ali Oil Inc, a California corporation, Ali Oil, LLC, a California limited liability company, Omar Oil Inc, a California corporation, Omar Oil LLC, a California limited liability company, Sabrine Oil, Inc., a California corporation, Sabrine Oil, LLC, a California limited liability company, and related entities (collectively “the Ghreiwati Employers” or “the Employers”) violated her rights and those of all other individuals the Ghreiwati Employers have employed or otherwise contracted with in California as hourly, non-exempt, individuals performing work comparable to the aforementioned, and individuals in similar positions (hereafter the “Aggrieved Employees”) under Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, 2802, and related employee protections. On behalf of herself and all other Aggrieved Employees, Loya hereby provides this notice to the Labor & Workforce Development Agency and the Ghreiwati Employers and their agents and representatives.

At all relevant times, the Ghreiwati Employers have employed persons, conducted business, and engaged in illegal payroll practices and policies, throughout California. Loya and all of the other Aggrieved Employees are “employees” within the meaning of Industrial Welfare Commission Order No. 7-2001 (hereafter “the Wage Order”) section 2, subdivision (E) and “Aggrieved Employees” within the meaning of Labor Code section 2699(c).

Statement of Facts

On approximately December 7, 2021, the Ghreiwati Employers began to employ Loya in Eastvale in the position of hourly, non-exempt cashier. The Ghreiwati Employers continuously employed her in that capacity until on or about February 4, 2022 when her employment ended.

At all relevant times, the Ghreiwati Employers issued wages to Loya and all of the other Aggrieved Employees on a biweekly (26 paychecks/year) basis and paid them by the hour. At all relevant times, the Ghreiwati Employers classified Loya and all of the other Aggrieved Employees as hourly, non-exempt protections of the Labor Code and the Wage Order.

The Ghreiwati Employers failed to compensate Loya and all of the other Aggrieved Employees at the correct rates of pay for all hours worked over eight in a day, over 40 in a week, and for the first eight hours of the seventh day of the workweek. The Ghreiwati Employers did not pay Loya and the Aggrieved Employees overtime premium wages when they worked overtime hours on their days off from work.

The Ghreiwati Employers failed to compensate Loya and all of the other Aggrieved Employees at the correct rates of pay for all hours worked over 12 in a day, and all over the first eight of the seventh day of the workweek. The Ghreiwati Employers did not pay Loya and the Aggrieved Employees double-time premium wages when they worked double-time hours on their days off from work.

At all relevant times, the Ghreiwati Employers failed to provide Loya and all of the other Aggrieved Employees with all timely 30-minute, off-duty meal periods. The Ghreiwati Employers prohibited Loya and the Aggrieved Employees from taking duty free meal periods and understaffed the worksites so no one was available to cover an employee for a duty free meal period. The Ghreiwati Employers also failed to pay

premium wages for days on which they failed to provide Loya and all of the other Aggrieved Employees with meal periods as required by law.

At all relevant times, the Ghreiwati Employers failed to authorize and permit Loya and all of the other Aggrieved Employees to take ten-minute, off-duty, paid rest breaks every four hours worked or major portion thereof. The Ghreiwati Employers prohibited Loya and the Aggrieved Employees from taking duty free rest breaks and understaffed the worksites so no one was available to cover an employee for a duty free rest break. The Ghreiwati Employers also failed to pay premium wages for days on which they failed to authorize and permit Loya and all of the other Aggrieved Employees to take rest breaks as required by law.

At all relevant times, the Ghreiwati Employers required Loya and all of the other Aggrieved Employees to incur certain business expenses in the course of performing their duties. The Ghreiwati Employers required Loya and all of the other Aggrieved Employees to supply mobile phones to perform their job duties. However, the Ghreiwati Employers did not provide these items and did not reimburse Loya and the other Aggrieved Employees for these items.

At all relevant times, the Ghreiwati Employers failed to issue to Loya and all of the other Aggrieved Employees complete and accurate wage statements that state all hours worked at the correct rates of pay, and all wages earned. The Ghreiwati Employers knowingly and intentionally failed to state on the wage statements they issued to Loya and all of the other Aggrieved Employees the unpaid wages discussed above. The wage statements fail to state all minimum wages earned, all regular wages earned, all overtime wages earned, all doubletime wages earned, all meal period premium wages earned, all rest break premium wages earned, and related compensation.

The Ghreiwati Employers also failed to timely pay Loya and all of the other Aggrieved Employees all earned wages as described above during and at the conclusion of employment.

The Ghreiwati Employers failed to provide Loya and all of the other Aggrieved Employees with an adequate number of suitable seats.

The Ghreiwati Employers failed to maintain accurate employee records of Loya and all of the other Aggrieved Employees.

For the reasons stated herein, Loya alleges the following violations of the Labor Code and the Wage Order on behalf of herself and all of the other Aggrieved Employees:

- (a) The Ghreiwati Employers failed to pay Loya and all of the other Aggrieved Employees all wages earned for all hours worked at the correct rates of pay, including minimum, regular, overtime, and doubletime wages;
- (b) The Ghreiwati Employers failed to provide Loya and all of the other Aggrieved Employees all meal periods in compliance with California law;
- (c) The Ghreiwati Employers failed to authorize and permit Loya and all of the other Aggrieved Employees to take rest breaks in compliance with California law;
- (d) The Ghreiwati Employers failed to compensate Loya and all of the other Aggrieved Employees at one hour's pay for each day in which the Ghreiwati Employers failed to provide them with one or more meal periods as required by law;
- (e) The Ghreiwati Employers failed to compensate Loya and all of the other Aggrieved Employees at one hour's pay for each day in which the Ghreiwati Employers failed to authorize and permit them to take one or more rest breaks as required by law;
- (f) The Ghreiwati Employers failed to indemnify Loya and all of the other Aggrieved Employees for all necessary business expenditures incurred during the discharge of their duties;
- (g) The Ghreiwati Employers knowingly and intentionally failed to issue to Loya and all of the other Aggrieved Employees accurate and complete wage statements;
- (h) The Ghreiwati Employers willfully failed to timely pay Loya and all of the other Aggrieved Employees all earned and unpaid wages during their employment with the Ghreiwati Employers and when their employment ended;

- (i) The Ghreiwati Employers failed to provide Loya and all of the other Aggrieved Employees with an adequate number of suitable seats; and
- (j) The Ghreiwati Employers failed to maintain accurate employment records pertaining to Loya and all of the other Aggrieved Employees.

Accordingly, Loya now seeks civil penalties on behalf of herself and all of the other Aggrieved Employees based on the Ghreiwati Employers' alleged violations of the Labor Code and the Wage Order.

The Wage Order

The Wage Order applies to "all persons employed in the mercantile industry whether paid on a time, piece rate, commission, or other basis." Wage Order, § 1. The Wage Order defines "Mercantile Industry" to mean, "any industry, business, or establishment operated for the purpose of purchasing, selling, or distributing goods or commodities at wholesale or retail; or for the purpose of renting goods or commodities." Wage Order, § 2(H). At all relevant times during the applicable limitations period, the Ghreiwati "Employers, Loya, and all of the Aggrieved Employees were covered by the Wage Order because the Ghreiwati Employers operated, and Loya, and all of the Aggrieved Employees worked for, one or more establishments operated as fuel stations and mini-markets. Accordingly, Loya and all of the other Aggrieved Employees are entitled to the protections the Wage Order provides.

Failure To Pay Wages For All Hours Worked At The Correct Rates of Pay (Lab. Code §§ 510, 1194, 1197, and 1198)

Under Labor Code section 1197, "The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful."

In relevant part, section 2(G) of the Wage Order states,

"Hours worked" means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so[.]

In relevant part, Labor Code section 1194 states:

- (a) Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

In relevant part, Labor Code section 510 states:

Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

In relevant part, Section 3 of the Wage Order states:

The following overtime provisions are applicable to employees 18 years of age or over and to employees 16 or 17 years of age who are not required by law to attend school and are not otherwise prohibited by law from engaging in the subject work. Such employees shall not be employed more than eight (8) hours in any workday or more than 40 in a workweek unless the employee receives one and one half (1½) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:

- (a) One and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including twelve (12) hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek;

- (b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek. The overtime rate of compensation required to be paid to a nonexempt full-time salaried employee shall be computed by using the employee's regular hourly salary as one fortieth (1/40) of the employee's weekly salary.

Labor Code § 1198 prohibits employers from employing their employees under conditions prohibited by the Wage Order.

In conjunction, these provisions of the Labor Code require employers to pay employees no less than their agreed-upon or statutorily mandated wage rates for all hours worked, including hours spent working "off-the-clock" (before punching in or after punching out on a time clock) when the employer knew or reasonably should have known that employees were working during those hours. *Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575, 585.

The Ghreiwati Employers did not pay Loya and the Aggrieved Employees overtime premium wages when they worked overtime hours on their days off from work. The Ghreiwati Employers did not pay Loya and the Aggrieved Employees double-time premium wages when they worked double-time hours on their days off from work.

At all relevant times during the applicable limitations period, the Ghreiwati Employers failed to compensate Loya and all of the other Aggrieved Employees for all hours worked, including, but not limited to minimum, regular, overtime, and doubletime wages for all hours they worked at the correct rates of pay. Accordingly, Loya now seeks civil penalties on behalf of herself and all of the other Aggrieved Employees as follows:

1. \$50 for each aggrieved employee for each initial violation of Labor Code § 510, and \$100 for each aggrieved employee for each subsequent violation, per pay period in addition to an amount sufficient to recover underpaid wages (penalties set by Labor Code § 558);
2. \$100 for each aggrieved employee for each initial violation of Labor Code § 1194, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code § 2699(f)(2));

3. \$100 for each underpaid aggrieved employee for each initial violation of Labor Code § 1197, and \$250 for each underpaid aggrieved employee for each subsequent violation per pay period (regardless of whether the initial violations were intentionally committed), in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203 (penalties set by Labor Code § 1197.1) and
4. \$100 for each aggrieved employee for each initial violation of Labor Code § 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code § 2699(f)(2)).

Failure to Provide Meal Periods
(Lab. Code §§ 226.7, 512, and 1198)

In relevant part, section 2(G) of the Wage Order states,

“Hours worked” means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In relevant part, Labor Code section 1198 states, “The employment of any employee ... under conditions of labor prohibited by the [Wage Order] is unlawful.”

In relevant part, Labor Code section 512 states:

An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

In relevant part, section 11 of the Wage Order states:

Meal Periods:

- (A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee.
- (B) An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.
- (C) Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. An "on duty" meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.
- (D) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.
- (E) In all places of employment where employees are required to eat on the premises, a suitable place for that purpose shall be designated.

In addition, Labor Code section 226.7 states:

- (b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.
- (c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

At all relevant times, the Ghreiwati Employers failed to provide Loya and all of the other Aggrieved Employees with all timely meal periods. The Ghreiwati Employers denied Loya and all of the other Aggrieved Employees their 30-minute off-duty meal period within the first five hours of work. The Ghreiwati Employers prohibited Loya and the Aggrieved Employees from taking duty free meal periods and understaffed the worksites so no one was available to cover an employee for a duty free meal period. Furthermore, the Ghreiwati Employers failed to pay premium wages for days on which they failed to provide Loya and all of the other Aggrieved Employees with timely meal periods. Accordingly, Loya now seeks civil penalties for these Labor Code violations that the Ghreiwati Employers have committed against her and all of the other Aggrieved Employees as follows:

1. \$100 for each aggrieved employee for each initial violation of Labor Code section 226.7, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2));
2. \$50 for each aggrieved employee for each initial violation of Labor Code section 512, and \$100 for each aggrieved employee for each subsequent violation, per pay period in addition to an amount sufficient to recover underpaid wages (penalties set by Labor Code section 558); and

3. \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

Failure to Authorize and Permit Rest Periods
(Lab. Code §§ 226.7 & 1198)

Section 2(G) of the Wage Order states,

“Hours worked” means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In relevant part, Labor Code section 1198 states,

The employment of any employee . . . under conditions of labor prohibited by the [Wage Order] is unlawful.

Section 12 of the Wage Order provides, in relevant part:

Rest Periods:

- (A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.
- (B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the rest period is not provided.

In addition, Labor Code section 226.7 states:

- (b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.
- (c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

The Ghreiwati Employers failed to authorize and permit Loya and all of the other Aggrieved Employees to take ten-minute, paid, duty-free rest breaks every four hours worked or major fraction thereof. The Ghreiwati Employers did not seek an exemption from the rest period protections of the Wage Order from the California Division of Labor Standards Enforcement. The Ghreiwati Employers prohibited Loya and the Aggrieved Employees from taking duty free rest breaks and understaffed the worksites so no one was available to cover an employee for a duty free rest break. Moreover, the Ghreiwati Employers failed to pay Loya and all of the other Aggrieved Employees premium wages on workdays the Ghreiwati Employers failed to provide Loya and all of the other Aggrieved Employees with 10-minute rest periods every four hours worked or major fraction thereof. Accordingly, Loya now seeks civil penalties for these Labor Code violations that the Ghreiwati Employers have committed against her and all of the other Aggrieved Employees as follows:

1. \$100 for each aggrieved employee for each initial violation of Labor Code section 226.7, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)); and

2. \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

Failure to Reimburse for Expenses
(Lab. Code §§ 1198 and 2802)

In pertinent part, Labor Code § 2802(a) states, “An employer shall indemnify his or her employee[s] for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her duties.”

Additionally, the Wage Order states,

- (A) When uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer.

...

- (B) When tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.

Wage Order, §§ 9(A) and (B).

Labor Code Section 1198 prohibits an employer from employing any person under conditions that violate the Wage Order.

As described above, the Ghreiwati Employers required Loya and all of the other Aggrieved Employees to incur certain business expenses in the course of performing their duties. The Ghreiwati Employers required Loya and all of the other Aggrieved Employees to supply mobile phones to perform their job duties. However, the Ghreiwati Employers did not provide these items and did not reimburse Loya and the other Aggrieved Employees for these items. Accordingly, Loya seeks civil penalties for

these Labor Code violations that the Ghreiwati Employers have committed against her and all of the other Aggrieved Employees as follows:

1. \$100 for each aggrieved employee for each initial violation of Labor Code section 2802, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)); and
2. \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

Failure to Provide Accurate Wage Statements
(Lab. Code § 226)

Labor Code section 226(a) requires an employer to provide an employee, either semi-monthly or at the time of each wage payment, with an accurate and itemized written wage statement that shows:

1. Gross wages earned;
2. Total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;
3. The number of piece rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;
4. All deductions, provided that all deductions made on written orders of the Employee may be aggregated and shown as one item;
5. Net wages earned;
6. The inclusive dates of the period for which the employee is paid;

7. The name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement;
8. The name and address of the legal entity that is the employer; and
9. All applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

At all relevant times during the applicable limitations period, the Ghreiwati Employers violated Labor Code section 226 because they did not properly and accurately itemize each Aggrieved Employee's gross wages earned, net wages earned, the total hours worked, the corresponding number of hours worked at each rate by the Aggrieved Employee and other requirements of Labor Code section 226. The Ghreiwati Employers failed to state in the wage statements they issued to Loya and all of the other Aggrieved Employees all their hours worked and wages earned, including, but not limited to, regular and overtime wages for work they performed off-the-clock after clocking-out (as described above). The Ghreiwati Employers knowingly and intentionally failed to state on the wage statements they issued to Loya and all of the other Aggrieved Employees the earned but unpaid wages described above. The wage statements do not state all minimum wages earned, all regular wages earned, all overtime wages earned, all doubletime wages earned, all meal period premium wages earned, all rest break premium wages earned, and related compensation. Accordingly, Loya seeks civil penalties for the Labor Code violations that the Ghreiwati Employers have committed against her and all of the other Aggrieved Employees as follows: \$250 for each aggrieved employee for each initial violation of Labor Code section 226(a), and \$1,000 for each aggrieved employee for each subsequent violation (penalties set by Labor Code section 226.3).

Failure to Timely Pay Wages During Employment
(Lab. Code § 204)

Labor Code section 204 states all wages (other than those mentioned in Labor Code sections 201 and 202) earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as

the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. In addition, all wages for work performed in excess of the normal work period must be paid by no later than the following regular payday.

The Ghreiwati Employers failed to compensate Loya and all of the other Aggrieved Employees for wages earned, including minimum wages, regular wages, overtime wages, doubletime wages, unprovided meal period premium wages, unprovided rest break premium wages, and related compensation, at the intervals stated above. As a result, the Ghreiwati Employers failed to timely pay all earned wages due during employment within the time periods set by Labor Code section 204. Accordingly, Loya now seeks civil penalties for the Labor Code violations that the Ghreiwati Employers have committed against her and all of the other Aggrieved Employees as follows: \$100 for each aggrieved employee for each initial violation of Labor Code section 204, and \$200 for each aggrieved employee for each subsequent violation, plus 25% of the amount unlawfully withheld from each aggrieved employee (penalties set by Labor Code section 210).

Failure to Timely Pay Wages Upon Termination of Employment
(Lab. Code §§ 201, 202, and 203)

Under Labor Code § 201, if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. Under § 202, if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Notwithstanding any other provision of law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. *Id.* The date of the mailing shall constitute the date of payment for purposes of the requirement to provide payment within 72 hours of the notice of quitting. *Id.*

Under Labor Code § 203, if an employer willfully fails to pay without abatement or reduction, in accordance with §§ 201 and 202, the wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from

the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

The Ghreiwati Employers failed to pay Loya and all of the other Aggrieved Employees whose employment ended all of the earned but unpaid wages described above by the conclusion of their employment with Loya, including minimum wages, regular wages, overtime wages, doubletime wages, unprovided meal period premium wages, unprovided rest break premium wages, and related compensation. Additionally, the Ghreiwati Employers failed to issue to Loya and all of the other Aggrieved Employees whose employment ended their final paychecks until several days after their termination. By failing to pay Loya and all of the other Aggrieved Employees as set forth above at the end of employment, the Ghreiwati Employers are liable for violations of Labor Code §§ 201, 202, and 203. Accordingly, on behalf of herself and all of the other Aggrieved Employees, Loya seeks civil penalties from the Ghreiwati Employers as follows:

1. For violations of Labor Code § 201, \$100 per aggrieved employee for each of the pay periods in which initial violations of § 201 occurred, and \$200 per aggrieved employee per pay period in which subsequent violations of § 201 occurred (penalties set by Labor Code § 2699(f)(2));
2. For violations of Labor Code § 202, \$100 per aggrieved employee for each of the pay periods in which initial violations of § 202 occurred, and \$200 per aggrieved employee per pay period in which subsequent violations of § 202 occurred (penalties set by Labor Code § 2699(f)(2)); and
3. For violations of Labor Code § 203, \$100 per aggrieved employee for each of the pay periods in which initial violations of § 203 occurred, and \$200 for per aggrieved employee per pay period in which subsequent violations of § 203 occurred (penalties set by Labor Code § 2699(f)(2)).

Failure to Provide an Adequate Number of Suitable Seats
(Lab. Code § 1198)

Section 14 of the Wage Order states as follows:

Seats.

- (A) All working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.
- (B) When employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.

Labor Code § 1198 prohibits employers from employing their employees under conditions prohibited by the Wage Order.

The nature of the work the Ghreiwati Employers expected Loya and all of the other Aggrieved Employees to perform reasonably permits the use of seats. However, the Ghreiwati Employers, in violation of the Wage Order and Labor Code § 1198, did not provide Loya and all of the other Aggrieved Employees with an adequate number of suitable seats. Additionally, the Ghreiwati Employers did not place an adequate number of suitable seats in reasonable proximity to their work area, nor did they permit Loya and all of the other Aggrieved Employees to use such seats when it did not interfere with the performance of their duties.

Pursuant to Labor Code Sections 2699(a) and (f), Loya, on behalf of herself and all of the other Aggrieved Employees, seeks \$100.00 for each employee per pay period for each initial violation of § 1198 and \$200.00 for each employee per pay period for each subsequent violation of § 1198 (penalty amounts established by Labor Code Section 2699(f)(2)).

Failure to Maintain Accurate Employment Records
(Lab. Code §§ 1174 & 1198)

Labor Code section 1174, which also pertains to recordkeeping, states:

Every person employing labor in this state shall:

...

- (c) Keep a record showing the names and addresses of all employees employed and the ages of all minors.
- (d) Keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.

Labor Code section 1174.5 states:

Any person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

Section 7 of Wage Order states,

(A) Every employer shall keep accurate information with respect to each employee including the following:

- (1) Full name, home address, occupation and social security number.
- (2) Birth date, if under 18 years, and designation as a minor.
- (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods

during which operations cease and authorized rest periods need not be recorded.

- (4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the Employee.
- (5) Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request.
- (6) When a piece rate or incentive plan is in operation, piece rates or an explanation of the incentive plan formula shall be provided to employees. An accurate production record shall be maintained by the employer.

Labor Code section 1198 prohibits employers from employing their employees under conditions prohibited by the Wage Order.

The Ghreiwati Employers failed to compensate Loya and all of the other Aggrieved Employees for all hours worked at the correct rates of pay, including all minimum wages earned, all regular wages earned, all overtime wages earned, all doubletime wages earned, all meal period premium wages earned, all rest break premium wages earned, and related compensation. As a result, the Ghreiwati Employers have failed to accurately maintain all records required by section 1174 and the Wage Order, including but not limited to Loya and all of the other Aggrieved Employees' total hours worked, total wages paid, and applicable hourly rates during each payroll period. Accordingly, Loya seeks civil penalties on behalf of herself and all of the other Aggrieved Employees as follows:

1. \$500 for each aggrieved employee for each violation of Labor Code section 1174 (penalties set by Labor Code section 1174.5); and
2. \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each Aggrieved Employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

Person Acting on Behalf of Employers who Violates Labor Code
(Labor Code § 558.1)

In relevant part, Labor Code section 558.1 states:

- (a) Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.
- (b) For purposes of this section, the term “other person acting on behalf of an employer” is limited to a natural person who is an owner, director, officer, or managing agent of the employer, and the term “managing agent” has the same meaning as in subdivision (b) of Section 3294 of the Civil Code.

At all relevant times, Issam Ghreiwati was an employer of Loya and all of the other Aggrieved Employees, and/or “owner,” “managing agent,” and/or “officer” of the Ghreiwati Employers and the other employers identified above. Issam Ghreiwati directly or indirectly, or through an agent or other person, employed and exercised control over the wages, hours, and/or working conditions of the Aggrieved Employees, and caused the violations to the Labor Code and the Wage Order described above. On behalf of herself and all of the other Aggrieved Employees, Loya seeks the same civil penalties against Issam Ghreiwati on the same grounds for which she seeks civil penalties against the Ghreiwati Employers.

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Conclusion

As noted above, this letter constitutes the required notice under the Labor Code Private Attorneys General Act of 2004. Please be advised that Christine Marie Loya will seek both reasonable attorneys' fees and costs under Labor Code section 2699(g)(1) in a civil action should the LWDA decline to pursue this matter. This letter also serves as a formal notice under the catalyst theory and Code of Civil Procedure section 1021.5 to resolve this matter before litigation.

Sincerely,



David G. Spivak Esq.
david@spivaklaw.com
cc: Christine Marie Loya

Walter L. Haines Esq.
walter@uelglaw.com

Lama Oil, LLC
c/o Issam Z. Ghreiwati
Agent for Service of Process
1461 Superior Ave
Newport Beach, CA 92663

Lama Oil Inc
c/o Issam Z. Ghreiwati
Agent for Service of Process
1461 Superior Ave Zouheir Oil
Newport Beach, CA 92663

Ghreiwati Petroleum, Inc.
c/o Issam Z. Ghreiwati
Agent for Service of Process
1461 Superior Ave
Newport Beach, CA 92663

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Zouheir Oil, Inc.
c/o Issam Z. Ghreiwati
Agent for Service of Process
1461 Superior Ave
Newport Beach, CA 92663

Zouheir Oil, LLC
c/o Issam Z. Ghreiwati
Agent for Service of Process
1461 Superior Ave
Newport Beach, CA 92663

Kareem Oil, Inc.
c/o Issam Z. Ghreiwati
Agent for Service of Process
1461 Superior Ave
Newport Beach, CA 92663

Kareem Oil LLC
c/o Issam Z. Ghreiwati
Agent for Service of Process
1461 Superior Ave
Newport Beach, CA 92663

Dena Oil Inc
c/o Issam Z. Ghreiwati
Agent for Service of Process
1461 Superior Ave
Newport Beach, CA 92663

Dena Oil, LLC
c/o Issam Z. Ghreiwati
Agent for Service of Process
1461 Superior Ave
Newport Beach, CA 92663

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Ghreiwati Group, LLC
c/o Issam Z. Ghreiwati
Agent for Service of Process
1461 Superior Ave
Newport Beach, CA 92663

Ali Oil Inc
c/o Issam Z. Ghreiwati
Agent for Service of Process
1461 Superior Ave
Newport Beach, CA 92663

Ali Oil, LLC
c/o Issam Z. Ghreiwati
Agent for Service of Process
1461 Superior Ave
Newport Beach, CA 92663

Omar Oil Inc
c/o Issam Z. Ghreiwati
Agent for Service of Process
1461 Superior Ave
Newport Beach, CA 92663

Omar Oil LLC.
c/o Issam Z. Ghreiwati
Agent for Service of Process
1461 Superior Ave
Newport Beach, CA 92663

Sabrine Oil, Inc.
c/o Issam Z. Ghreiwati
Agent for Service of Process
1461 Superior Ave
Newport Beach, CA 92663

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LWDA / Lama Oil, LLC, et al.

9/12/22

Page 25 of 25

Sabrine Oil, LLC
c/o Issam Z. Ghreiwati
Agent for Service of Process
1461 Superior Ave
Newport Beach, CA 92663