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CHRISTINE MARIE LOYA, ADRIAN TORRES,
ANGEL ARTURO SANCHEZ, and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE
(UNLIMITED JURISDICTION)**

CHRISTINE MARIE LOYA, ADRIAN
TORRES and ANGEL ARTURO SANCHEZ,
on behalf of themselves and all others similarly
situated, and the general public, and as
“Aggrieved Employees” on behalf of other
“Aggrieved Employees” under the Private
Attorneys General Act of 2004,

Plaintiff(s),

vs.

LAMA OIL INC, a California corporation;
ISSAM Z. GHREIWATI, a natural person;
GHREIWATI PETROLEUM, INC., a California
corporation; ZOUHEIR OIL, INC., a California
corporation; KAREEM OIL, INC., a California
corporation; DENA OIL INC, a California
corporation; ALI OIL INC, a California
corporation; OMAR OIL INC, a California
corporation; SABRINE OIL, INC., a California
corporation; AKDOK INC, a California
corporation; KAREEM QSR, INC., a California
corporation; KHALED OIL INC, a California
corporation; KOKDA, INC., a California
corporation; and DOES 1–50, inclusive,

Defendant(s).

Case No.: CVRI2204744

CLASS ACTION

**~~PROPOSED~~ SECOND 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 §§ 510, 1194, 1197, and 1198);
2. Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512 and 1198);
3. Failure to Provide Rest Breaks (Lab. Code §§ 226.7 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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ADDITIONAL ATTORNEY FOR PLAINTIFF

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1 Plaintiffs CHRISTINE MARIE LOYA (hereafter “Plaintiff Loya” or “Loya”), ADRIAN
2 TORRES (“Torres” or “Plaintiffs Torres”) and ANGEL ARTURO SANCHEZ (“Sanchez” or
3 “Plaintiffs Sanchez”) (collectively referred to as “Plaintiffs”) on behalf of themselves and all
4 others similarly situated, and the State of California complain and allege as follows:

5 **I. INTRODUCTION**

6 1. Plaintiffs bring this class and representative action for alleged violations of the
7 California Labor Code, Industrial Welfare Commission Order No. 7-2001 (hereafter “the Wage
8 Order”), and the California Business and Professions Code against Defendants LAMA OIL INC,
9 ISSAM Z. GHREIWATI, GHREIWATI PETROLEUM, INC., ZOUHEIR OIL, INC., KAREEM
10 OIL, INC., DENA OIL INC, ALI OIL INC, OMAR OIL INC, SABRINE OIL, INC., AKDOK
11 INC, KAREEM QSR, INC., KHALED OIL INC, KOKDA, INC., and Does 1 through 50,
12 inclusive (collectively “Defendants”).

13 2. As set forth in more detail below, Plaintiffs allege that Defendants are liable to
14 their and other similarly situated workers for unpaid wages, statutory penalties, interest, and
15 related relief. These claims are based on Defendants’ failures to:

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

18 (B) Provide all meal periods;

19 (C) Authorize and permit all rest breaks;

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

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

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

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

24 (H) Timely pay wages upon termination of employment

25 Accordingly, Plaintiffs now seek to recover unpaid wages, interest, liquidated damages,
26 restitution, statutory penalties, attorneys’ fees, costs, and related relief through this class action.

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II. THE PARTIES

3. Plaintiffs are residents of California. At all relevant times, Plaintiffs were “employees” within the meaning of Title 8 California Code of Regulations Section 11070, and “aggrieved employees” within the meaning of California Labor Code § 2699(c).

4. Defendant Lama Oil Inc is a corporation organized and existing under the laws of California and also a citizen of California based on Plaintiffs’ information and belief.

5. Defendant Issam Z. Ghreiwati is a natural person and also a citizen of California based on Plaintiffs’ information and belief. Issam Z. Ghreiwati was an employer of Plaintiffs and all of the other Class Members, and/or “owner,” “managing agent,” and/or “officer” of the Defendants and the other employers identified in this action.

6. Defendant Ghreiwati Petroleum, Inc. is a corporation organized and existing under the laws of California and also a citizen of California based on Plaintiffs’ information and belief.

7. Defendant Zouheir Oil, Inc. is a corporation organized and existing under the laws of California and also a citizen of California based on Plaintiffs’ information and belief.

8. Defendant Kareem Oil, Inc. is a corporation organized and existing under the laws of California and also a citizen of California based on Plaintiffs’ information and belief.

9. Defendant Dena Oil Inc is a corporation organized and existing under the laws of California and also a citizen of California based on Plaintiffs’ information and belief.

10. Defendant Ali Oil Inc is a corporation organized and existing under the laws of California and also a citizen of California based on Plaintiffs’ information and belief.

11. Defendant Omar Oil Inc is a corporation organized and existing under the laws of California and also a citizen of California based on Plaintiffs’ information and belief.

12. Defendant Sabrine Oil, Inc. is a corporation organized and existing under the laws of California and also a citizen of California based on Plaintiffs’ information and belief.

13. Defendant Akdok Inc is a corporation organized and existing under the laws of California and also a citizen of California based on Plaintiffs’ information and belief.

14. Defendant Kareem QSR, Inc. is a corporation organized and existing under the laws of California and also a citizen of California based on Plaintiffs’ information and belief.



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1 because Plaintiffs are unaware of any difficulties likely to be encountered in managing this case
2 as a class action.

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

9 23. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiffs reserve the
10 right to amend or modify the class definition with greater specificity, by further division into
11 subclasses and/or by limitation to particular issues.

12 24. **Numerosity:** The Class Members are so numerous that the individual joinder of
13 each individual Class Member is impractical. While Plaintiffs do not currently know the exact
14 number of Class Members, Plaintiffs are informed and believe that the actual number exceeds the
15 minimum required for numerosity under California laws.

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

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

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

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

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

28 E. Whether Defendants knowingly and intentionally failed to issue the class



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1 accurate and complete itemized wage statements;

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

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

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

8 26. **Typicality:** Plaintiffs' claims are typical of the other Class Members' claims.
9 Plaintiffs are informed and believe and thereon allege that Defendants have a policy and/or
10 practice, or lack thereof, which resulted in Defendants failing to comply with the California Labor
11 Code, the Wage Order, and the Business and Professions Code.

12 27. **Adequacy of Class Representative:** Plaintiffs are adequate class representatives
13 in that they have no interests that are adverse to, or otherwise in conflict with, the interests of
14 absent Class Members. Plaintiffs are dedicated to vigorously prosecuting this action on behalf of
15 Class Members. Plaintiffs will fairly and adequately represent and protect the interests of Class
16 Members.

17 28. **Adequacy of Class Counsel:** Plaintiffs' counsel are adequate class counsel in that
18 they have no known conflicts of interest with Plaintiffs or absent Class Members, are experienced
19 in class action litigation, and are dedicated to vigorously prosecuting this action on behalf of
20 Plaintiffs and absent Class Members.

21 29. **Superiority:** A class action is vastly superior to other available means for fair and
22 efficient adjudication of Class Members' claims and would be beneficial to the parties and the
23 Court. Class action treatment will allow a number of similarly situated persons to simultaneously
24 and efficiently prosecute their common claims in a single forum without the unnecessary
25 duplication of effort and expense that numerous individual actions would entail. In addition, the
26 monetary amounts due to many individual Class Members are likely to be relatively small and
27 would thus make it difficult, if not impossible, for individual Class Members to both seek and
28 obtain relief. Moreover, a class action will serve an important public interest by permitting Class



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Members to effectively pursue the recovery of monies owed to them. Further, a class action will prevent the potential for inconsistent or contradictory judgments inherent in individual litigation.

IV. STATEMENT OF FACTS

30. 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 are 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, Defendants, Plaintiffs, and all of the Class Members were covered by the Wage Order because Defendants operated, and Plaintiffs, and all of the Class Members worked for, one or more establishments operated as fuel stations and mini-markets. Accordingly, Plaintiffs and all of the other Class Members are entitled to the protections the Wage Order provides.

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

32. On approximately April 6, 2018, Defendants began to employ Torres in the position of hourly, non-exempt cashier and sandwich artist at approximately four (4) of their gas stations and restaurants in Anaheim, Rialto, and Newport Beach, California. Defendants employed him in that capacity until on or about April 12, 2023 when his employment ended.

33. In approximately March of 2016, Defendants began to employ Sanchez in the position of hourly, non-exempt cashier at approximately two (2) of their gas stations in Anaheim, California. Defendants continuously employed him in that capacity until on or about December 2021 when his employment ended.

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



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1 Order.

2 35. At all relevant times, Defendants failed to compensate Plaintiffs and all of the other
3 Class Members for all hours worked at the applicable minimum or regular rates of pay.

4 36. At all relevant times, Defendants failed to compensate Plaintiffs and all of the other
5 Class Members at the correct rates of pay for all hours worked over eight in a day, over 40 in a
6 week, and for the first eight hours of the seventh day of the workweek. Defendants did not pay
7 Plaintiffs and the Class Members overtime premium wages when they worked overtime hours on
8 their days off from work. In addition to the off-the-clock work that Plaintiffs and the Class
9 Members performed during their clocked-out meal periods (see further discussion below),
10 Defendants often required employees to work off the clock after clocking out at the end of their
11 shifts. For example, Defendants required Plaintiff Torres to unload new deliveries and count
12 merchandise without compensation after clicking out at the end of his shift. Plaintiffs and the
13 Class Members often worked more than eight (8) hours in a day and 40 hours in a workweek.
14 Defendants often did not pay Plaintiffs and the Class Members overtime premium wages when
15 they worked over eight in a day, over 40 in a week, and for the first eight hours of the seventh
16 day of the workweek. For example, Defendants often assigned Plaintiffs and Class Members to
17 work at a second location after they had already finished their regular scheduled shifts at a
18 different location. However, Defendants failed to pay Plaintiffs and the Class Members for all
19 such overtime hours worked at the correct overtime rates of pay. To avoid paying Plaintiffs and
20 the Class Members these overtime hours at the correct overtime rates of pay, Defendants either
21 (1) compensated them with cash payments for these overtime hours at their regular rate of pay or
22 at a fixed amount of pay and failed to keep track of such hours worked or to report these cash
23 payments on Plaintiffs and the Class Members' wage statements or to the tax authorities or (2)
24 compensated them under different payroll entities during the same pay periods. Defendants also
25 failed to pay Plaintiffs and the Class Members for the time they spent traveling between locations
26 in a workday. Defendants did not require Plaintiffs and the Class Members to fill out new hire
27 documents when they transferred them to work at other locations or when they compensated them
28 under a different payroll entity.



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1 37. At all relevant times, Defendants failed to compensate Plaintiffs and all of the other
2 Class Members at the correct rates of pay for all hours worked over 12 in a day, and all over the
3 first eight of the seventh day of the workweek. Defendants did not pay Plaintiffs and the Class
4 Members double-time premium wages when they worked double-time hours on their days off
5 from work.

6 38. At all relevant times, Defendants failed to provide Plaintiffs and all of the other
7 Class Members with all timely 30-minute, off-duty meal periods. Defendants prohibited Plaintiffs
8 and the Class Members from taking duty free meal periods and understaffed the worksites so no
9 one was available to cover an employee for a duty-free meal period. Defendants further failed to
10 provide Plaintiffs and the Class Members with a second meal period when they worked more than
11 10 hours in a workday. Defendants also failed to pay premium wages for days on which they
12 failed to provide Plaintiffs and all of the other Class Members with meal periods as required by
13 law.

14 39. At all relevant times, Defendants failed to authorize and permit Plaintiffs and all
15 of the other Class Members to take ten-minute, off-duty, paid rest breaks every four hours worked
16 or major portion thereof. Defendants prohibited Plaintiffs and the Class Members from taking
17 duty free rest breaks and understaffed the worksites so no one was available to cover an employee
18 for a duty-free rest break. Defendants further failed to provide Plaintiffs and the Class Members
19 with a third rest break when they worked more than 10 hours in a workday. Defendants also failed
20 to pay premium wages for days on which they failed to authorize and permit Plaintiffs and all of
21 the other Class Members to take rest breaks as required by law.

22 40. At all relevant times, Defendants required Plaintiffs and all of the other Class
23 Members to incur certain business expenses in the course of performing their duties. Defendants
24 required Plaintiffs and all of the other Class Members to supply mobile phones to perform their
25 job duties and to communicate with their managers. Defendants also required Plaintiffs and all of
26 the other Class Members to use their personal vehicles to travel between work locations.
27 However, Defendants did not provide these items and did not reimburse Plaintiffs and the other
28 Class Members for these items.



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1 41. At all relevant times, Defendants failed to issue to Plaintiffs and all of the other
2 Class Members complete and accurate wage statements that state all hours worked at the correct
3 rates of pay, and all wages earned. Defendants knowingly and intentionally failed to state on the
4 wage statements they issued to Plaintiffs and all of the other Class Members the unpaid wages
5 discussed above. The wage statements fail to state all minimum wages earned, all regular wages
6 earned, all overtime wages earned, all doubletime wages earned, all meal period premium wages
7 earned, all rest break premium wages earned, and related information.

8 42. At all relevant times, Defendants also failed to timely pay Plaintiffs and all of the
9 other Class Members all earned wages as described above during and at the conclusion of
10 employment.

11 43. At all relevant times, Defendants failed to maintain accurate employee records of
12 Plaintiffs and all of the other Class Members.

13 44. For the reasons stated herein, Plaintiffs allege that as a result of Defendants'
14 unlawful practices and policies, Plaintiffs and the Class Members were:

- 15 A. Not provided with all off-duty meal periods;
- 16 B. Not authorized and permitted to take all rest break periods;
- 17 C. Not paid one hour's pay for each workday in which Defendants failed to
18 authorize and permit them to take one or more timely rest periods;
- 19 D. Not paid one hour's pay for each workday in which Defendants failed to
20 provide them with one or more timely meal periods;
- 21 E. Not paid all wages earned, including, but not limited to, minimum, regular,
22 overtime, and doubletime wages for work performed while clocked out;
- 23 F. Not indemnified for all necessary business expenditures incurred during
24 the discharge of their duties;
- 25 G. Not provided with accurate and complete wage statements; and
- 26 H. Not timely paid all earned and unpaid wages at the time their employment
27 ended.

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FIRST CAUSE OF ACTION
**FAILURE TO PAY, DEDUCTING, OR WITHHOLDING ALL WAGES AT THE
CORRECT RATES**

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

(By Plaintiffs, on behalf of themselves and the Class, against all Defendants)

45. Plaintiffs incorporate all paragraphs of this Complaint as if fully alleged herein.

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

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

47. Section 2 of the Wage Order defines “hours worked” as “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.”

48. 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.

49. Section 4 of the Wage Order requires an employer to pay non-exempt employees



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1 at least the minimum wage set forth therein for all hours worked, which consists of all hours that
2 an employer has actual or constructive knowledge that employees are working.

3 50. Labor Code section 510 states:

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

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

17 52. Labor Code section 1197 makes it unlawful for an employer to pay an employee
18 less than the minimum wage required under the applicable Wage Order for all hours worked
19 during a payroll period.

20 53. Labor Code section 1198 makes it unlawful for an employer to employ an
21 employee under conditions that violate the Wage Order.

22 54. In conjunction, these provisions of the Labor Code require employers to pay non-
23 exempt employees no less than their agreed-upon or statutorily mandated wage rates for all hours
24 worked, including unrecorded hours when the employer knew or reasonably should have known
25 that employees were working during those hours. (See *Morillion v. Royal Packing Co.* (2000) 22
26 Cal.4th 575, 585.)

27 55. As discussed above, at all relevant times during the applicable limitations period,
28 Defendants failed to compensate Plaintiffs and the Class Members for all hours worked,
including, but not limited to minimum, regular, overtime and doubletime wages for all minimum,
regular, overtime and doubletime hours, respectively, that they worked at the correct rates of pay.

56. Plaintiffs are 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 compensate Plaintiffs and the other Class Members for all hours worked at the correct



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1 rates of pay as required by California law.

2 **B. PERSON ACTING ON BEHALF OF EMPLOYERS WHO VIOLATES THE**
3 **LABOR CODE**

4 57. In relevant part, Labor Code section 558.1 states:

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

16 At all relevant times, Issam Z. Ghreiwati was an employer of Plaintiffs and all of the other Class
17 Members, and/or “owner,” “managing agent,” and/or “officer” of the Defendants and the other
18 employers identified above. Issam Z. Ghreiwati directly or indirectly, or through an agent or other
19 person, employed and exercised control over the wages, hours, and/or working conditions of the
20 Class Members, and caused the violations to the Labor Code and the Wage Order described above.
21 Issam Z. Ghreiwati installed cameras at all his work sites, and at all times, personally monitored
22 all his locations and was involved directly in the day-to-day operation of all his business locations.
23 On behalf of themselves and all of the other Class Members, Plaintiffs seek an award of unpaid
24 wages, interest, restitution, statutory penalties, liquidated damages, attorneys’ fees, costs, and
25 related relief against Issam Z. Ghreiwati that is the same as the award of against the other
26 Defendants on the same grounds for which Plaintiffs seek against the Defendants.

27 **SECOND CAUSE OF ACTION**

28 **FAILURE TO PROVIDE MEAL PERIODS**

Lab. Code §§ 226.7 and 512

(By Plaintiffs, on behalf of themselves and the Class, against all Defendants)

58. Plaintiffs incorporate all paragraphs of this complaint as if fully alleged herein.

59. At all relevant times during the applicable limitations period, Plaintiffs and the
Class Members have been employees of Defendants and entitled to the benefits and protections



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of California Labor Code §§ 226.7, 512 and 1198, and the Wage Order.

60. 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.

61. 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.

62. 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



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1 be permitted only when the nature of the work prevents an
2 employee from being relieved of all duty and when by written
3 agreement between the parties an on-the-job paid meal period is
4 agreed to. The written agreement shall state that the employee
5 may, in writing, revoke the agreement at any time.

6 (D) If an employer fails to provide an employee a meal period in
7 accordance with the applicable provisions of this Order, the
8 employer shall pay the employee one (1) hour of pay at the
9 employee's regular rate of compensation for each workday that the
10 meal period is not provided.

11 (E) In all places of employment where employees are required to eat
12 on the premises, a suitable place for that purpose shall be
13 designated.

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

15 (b) An employer shall not require an employee to work during
16 a meal or rest period mandated pursuant to an applicable
17 statute, or applicable regulation, standard, or order of the
18 Industrial Welfare Commission, the Occupational Safety
19 and Health Standards Board, or the Division of
20 Occupational Safety and Health.

21 (c) If an employer fails to provide an employee a meal period
22 or rest period in accordance with a state law, including, but
23 not limited to, an applicable statute or applicable
24 regulation, standard, or order of the Industrial Welfare
25 Commission, the Occupational Safety and Health
26 Standards Board, or the Division of Occupational Safety
27 and Health, the employer shall pay the employee one
28 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.

29 64. Pursuant to California Labor Code § 512 and the Wage Order, Plaintiffs and the
30 Class Members were entitled to uninterrupted meal periods of at least 30 minutes for each day
31 they worked five or more hours. Pursuant to California Labor Code § 512, they were also entitled
32 to a second 30-minute meal period when they worked more than 10 hours in a workday.

33 65. As discussed above, at all relevant times, Defendants intentionally failed to
34 provide Plaintiffs and the Class Members with all required 30-minute duty free meal periods in



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1 accordance with the Wage Order.

2 66. At all relevant times, Defendants failed to provide Plaintiffs and the Class
3 Members with all timely rest and meal periods. Defendants denied Plaintiffs and the other Class
4 Members their 30-minute off-duty meal period within the first five hours of work or a second
5 meal period when they worked more than 10 hours in a workday. Furthermore, Defendants failed
6 to pay premium wages for days on which they failed to provide Plaintiffs and the other Class
7 Members with timely meal periods.

8 67. Plaintiffs are informed and believe and thereon alleges that, at all relevant times
9 within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy
10 which resulted in Defendants not providing Plaintiffs and the Class Members with all off-duty
11 meal periods required by California law.

12 68. As a result of Defendants' unlawful conduct, Plaintiffs and the Class Members
13 have suffered damages in amounts subject to proof to the extent they were not paid additional
14 wages owed for all meal periods not provided to them.

15 69. By reason of the above, Plaintiffs and the Class Members are entitled to premium
16 wages for workdays in which one or more meal periods were not provided to them pursuant to
17 California Labor Code § 226.7.

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

20 70. In relevant part, Labor Code section 558.1 states:

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

27 (d) For purposes of this section, the term "other person acting on
28 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.



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At all relevant times, Issam Z. Ghreiwati was an employer of Plaintiffs 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. Issam Z. Ghreiwati installed cameras at all his work sites, and at all times, personally monitored all his locations and was involved directly in the day to day operation of all his business locations. On behalf of themselves and all of the other Class Members, Plaintiffs seek 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 Plaintiffs seek against the Defendants.

THIRD CAUSE OF ACTION

FAILURE TO AUTHORIZE AND PERMIT REST BREAKS

Lab. Code § 226.7

(By Plaintiffs, on behalf of themselves and the Class, against all Defendants)

71. Plaintiffs incorporate all paragraphs of this complaint as if fully alleged herein.

72. At all relevant times during the applicable limitations period, Plaintiffs 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.

73. 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.

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

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



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1 on the total hours worked daily at the rate of ten (10) minutes net
2 rest time per four (4) hours or major fraction thereof. However, a
3 rest period need not be authorized for employees whose total daily
4 work time is less than three and one-half (3 ½) hours. Authorized
5 rest period time shall be counted as hours worked for which there
6 shall be no deduction from wages.

7 (B) If an employer fails to provide an employee a rest period in
8 accordance with the applicable provisions of this order, the
9 employer shall pay the employee one (1) hour of pay at the
10 employee's regular rate of compensation for each workday
11 that the rest period is not provided.

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

13 (b) An employer shall not require an employee to work during
14 a meal or rest period mandated pursuant to an applicable
15 statute, or applicable regulation, standard, or order of the
16 Industrial Welfare Commission, the Occupational Safety
17 and Health Standards Board, or the Division of
18 Occupational Safety and Health.

19 (c) If an employer fails to provide an employee a meal period
20 or rest period in accordance with a state law, including, but
21 not limited to, an applicable statute or applicable
22 regulation, standard, or order of the Industrial Welfare
23 Commission, the Occupational Safety and Health
24 Standards Board, or the Division of Occupational Safety
25 and Health, the employer shall pay the employee one
26 additional hour of pay at the employee's regular rate of
27 compensation for each work day that the meal or rest
28 period is not provided.

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

32 77. Defendants intentionally failed to authorize and permit Plaintiffs and the Class
33 Members to take all 10-minute rest periods free from any work duties in accordance with the
34 Wage Order including a third rest break when they worked more than ten hours in a workday.
35 The Defendants prohibited Plaintiffs and the Class Members from taking duty free rest breaks
36 and understaffed the worksites so no one was available to cover an employee for a duty free rest



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1 break.

2 78. At all relevant times, Defendants failed to authorize and permit Plaintiffs and the
3 Class Members to take all timely rest periods. Furthermore, Defendants failed to pay premium
4 wages to Plaintiffs and the Class Members for days on which they failed to authorize and permit
5 Plaintiffs and the other Class Members to take timely rest periods.

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

17 80. Plaintiffs are informed and believe and thereon allege that, at all relevant times
18 within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy
19 which resulted in Defendants not authorizing and permitting Plaintiffs and the Class Members to
20 take all rest breaks required by California law.

21 81. Defendants failed to provide Plaintiffs with all required rest breaks in accordance
22 with the Wage Order. Plaintiffs are informed and believe and thereon allege that, at relevant times
23 within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy
24 which resulted in Defendants not providing the Class Members with all rest breaks required by
25 California law.

26 82. Defendants failed to pay Plaintiffs the additional wages required by California
27 Labor Code § 226.7 for all rest breaks not provided to her. Plaintiffs are informed and believe and
28 thereon allege that, at relevant times within the applicable limitations period, Defendants have



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maintained a policy, practice, or a lack of a policy which resulted in Defendants not providing the Class Members with additional wages for all rest breaks not provided to them as required by California Labor Code § 226.7.

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

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

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

85. 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 Z. Ghreiwati was an employer of Plaintiffs 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. Issam Z. Ghreiwati installed cameras at all his work sites, and at all times, personally monitored all his locations and was involved directly in the day to day operation of all his business locations. On behalf of themselves and all of the other Class Members, Plaintiffs seek an award of unpaid wages, interest, restitution, statutory penalties, liquidated damages, attorneys' fees, costs, and



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1 related relief against Issam Z. Ghreiwati that is the same as the award of against the other
2 Defendants on the same grounds for which Plaintiffs seek against the Defendants.

3 **FOURTH CAUSE OF ACTION**

4 **FAILURE TO INDEMNIFY**

5 **Lab. Code § 2802**

6 **(By Plaintiffs, on behalf of themselves and the Class, against all Defendants)**

7 86. Plaintiffs incorporate all paragraphs of this complaint as if fully alleged herein.

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

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

13 89. At all relevant times, Defendants required Plaintiffs and the Class Members to
14 incur certain business expenses in the course of performing their duties.

15 90. As described above, Defendants required Plaintiffs and all of the other Class
16 Members to incur certain business expenses in the course of performing their duties. However,
17 Defendants did not provide these items and did not reimburse Plaintiffs and the other Class
18 members for these items.

19 91. Plaintiffs are informed and believe and thereon allege that, at all relevant times,
20 Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants’
21 failure to indemnify Plaintiffs and the Class Members for the reasonable expenses they incurred
22 during the course of performing their duties.

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

25 92. 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
held liable as the employer for such violation.

(b) For purposes of this section, the term “other person acting on



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Employee may be aggregated and shown as one item;

E. Net wages earned;

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

G. 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;

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

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

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

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

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

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

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

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

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

97. As alleged herein, at all relevant times during the applicable limitations period,



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1 Defendants violated California Labor Code section 226 because they did not properly and
2 accurately itemize each employee's gross wages earned, net wages earned, the total hours worked,
3 the corresponding number of hours worked at each rate by the employee and other requirements
4 of California Labor Code section 226. Defendants failed to state in the wage statements they
5 issued to Plaintiffs and the other Class Members all their hours worked and wages earned,
6 including, but not limited to, regular and overtime wages for work they performed off-the-clock
7 after clocking-out (as described above). Defendants knowingly and intentionally did not issue
8 either as a detachable part of the check, draft, or voucher paying the employee's wages, or
9 separately if wages are paid by personal check or cash, statements to Plaintiffs and the Class
10 Members that state all minimum wages earned, all regular wages earned, all overtime wages
11 earned, all doubletime wages earned, all meal period premium wages earned, all rest break
12 premium wages earned, and other required information.

12 98. Defendants' failure to provide Plaintiffs and the other Class Members with
13 accurate wage statements was knowing and intentional. Defendants had the ability to provide
14 Plaintiffs and the other Class Members with accurate wage statements but intentionally provided
15 wage statements that Defendants knew were not accurate.

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

26 **B. PERSON ACTING ON BEHALF OF EMPLOYERS WHO VIOLATES THE**
27 **LABOR CODE**

28 100. 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



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1 minimum wages or hours and days of work in any order of the
2 Industrial Welfare Commission, or violates, or causes to be
3 violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be
4 held liable as the employer for such violation.

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

10 At all relevant times, Issam Z. Ghreiwati was an employer of Plaintiffs and all of the other Class
11 Members, and/or “owner,” “managing agent,” and/or “officer” of the Defendants and the other
12 employers identified above. Issam Z. Ghreiwati directly or indirectly, or through an agent or other
13 person, employed and exercised control over the wages, hours, and/or working conditions of the
14 Class Members, and caused the violations to the Labor Code and the Wage Order described above.
15 Issam Z. Ghreiwati installed cameras at all his work sites, and at all times, personally monitored
16 all his locations and was involved directly in the day to day operation of all his business locations.
17 On behalf of themselves and all of the other Class Members, Plaintiffs seek an award of unpaid
18 wages, interest, restitution, statutory penalties, liquidated damages, attorneys’ fees, costs, and
19 related relief against Issam Z. Ghreiwati that is the same as the award of against the other
20 Defendants on the same grounds for which Plaintiffs seek against the Defendants.

21 **SIXTH CAUSE OF ACTION**

22 **WILLFUL FAILURE TO TIMELY PAY FINAL WAGES**

23 **Lab. Code §§ 201, 202, and 203**

24 **(By Plaintiffs, on behalf of themselves and the Class, against all Defendants)**

25 101. Plaintiffs incorporate all paragraphs of this Complaint as if fully alleged herein.

26 102. At all relevant times during the applicable limitations period, Plaintiffs and the
27 Class have been non-exempt employees of Defendants and entitled to the benefits and protections
28 of California Labor Code §§ 201, 202, and 203, and the Wage Order.

103. 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.

104. 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



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72-hours notice before quitting are due and payable within 72 hours.

105. Defendants failed to pay Plaintiffs 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 wages, unprovided meal period premium wages, unprovided rest break premium wages. Additionally, Defendants failed to issue to Plaintiffs and all of the other Class Members whose employment ended their final paychecks until several days after the termination.

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

107. Plaintiffs are informed and believe that Defendants' failures to timely pay Plaintiffs and the Class Members all of their earned and unpaid wages (described above) have been willful in that, at all relevant times, Defendants have deliberately maintained policies and practices that violate the requirements of the Labor Code and the Wage Order, even though at all relevant times, they have had the ability to comply with those legal requirements.

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

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

109. 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 Z. Ghreiwati was an employer of Plaintiffs and all of the other Class



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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. Issam Z. Ghreiwati installed cameras at all his work sites, and at all times, personally monitored all his locations and was involved directly in the day to day operation of all his business locations. On behalf of themselves and all of the other Class Members, Plaintiffs seek 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 Plaintiffs seek against the Defendants.

SEVENTH CAUSE OF ACTION

UNFAIR COMPETITION

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

(By Plaintiffs, on behalf of themselves and the Class, against all Defendants)

110. Plaintiffs incorporate all paragraphs of this Complaint as if fully alleged herein.

111. At all relevant times during the applicable limitations period, Plaintiffs 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.*

112. 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.

113. As a result of Defendants’ unfair competition as alleged herein, Plaintiffs and the Class Members have suffered injuries in fact and lost money or property. Plaintiffs 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.

114. Pursuant to California Business & Professions Code § 17203, Plaintiffs 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



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practices.

115. Plaintiffs 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.

EIGHTH CAUSE OF ACTION

CIVIL PENALTIES

(Lab Code §§2698, *et seq.*)

(By Plaintiffs LOYA and TORRES and the Aggrieved Employees against all Defendants)

116. Plaintiffs incorporate all paragraphs of this Complaint as if fully alleged herein.

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

118. Labor Code § 204 states

(a) All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, 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. ...

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

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

(c) However, when employees are covered by a collective bargaining 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 Plaintiffs on such intervals for all wages earned and all hours worked. On information and belief, Plaintiffs allege that Defendants also failed to pay the Aggrieved Employees on such



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1 intervals for all wages earned and all hours worked.

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

3 Every person employing labor in this state shall

4 ...

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

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

17 124. Labor Code section 1174.5 states:

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

24 125. Section 7 of Wage Order states,

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

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

28 (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.



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(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.

...

(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 Plaintiffs 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 Plaintiffs 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, 558.1, 1174, 1194, 1197, 1198, and 2802.



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

4 131. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiffs and the Aggrieved
5 Employees are entitled to recover civil penalties for each of Defendants' violations of California
6 Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 558.1, 1174, 1194, 1197, 1198, and
7 2802 during the applicable limitations period in the following amounts:

8 A. For violations of California Labor Code § 204, one hundred dollars
9 (\$100.00) for each Aggrieved Employee for each initial violation and two hundred dollars
10 (\$200.00) for each Aggrieved Employee for each subsequent, willful or intentional violation
(penalty amounts established by California Labor Code § 210).

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

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

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

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



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2699(f)(2)).

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

(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 Plaintiffs 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. Issam Z. Ghreiwati installed cameras at all his work sites, and at all times, personally monitored all his locations and was involved directly in the day to day operation of all his business locations. On behalf of themselves and all of the other Class Members, Plaintiffs seek 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 Plaintiffs seek against the Defendants.

132. Plaintiffs Loya and Torres have complied with the procedures for bringing suit specified in California Labor Code § 2699.3. By letter dated September 12, 2022, Plaintiff Loya 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 notice to the LWDA dated September 12, 2022 is attached as **Exhibit A**. By letter dated April 1, 2024, Plaintiff Torres 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



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1 have been violated, including the facts and theories to support the alleged violations. A true and
2 correct copy of the notice to the LWDA dated April 1, 2024 is attached as **Exhibit B**. Plaintiffs
3 accompanied their LWDA notices with a fee in the amount of \$75.00. The LWDA has failed to
4 take action in response within 65 calendar days of the date of Plaintiffs' notices, but Plaintiffs
5 anticipates that the LWDA will provide written notice to Plaintiffs informing them that it does
6 not intend to investigate these allegations.

7 133. Pursuant to California Labor Code § 2699(g), Plaintiffs Loya and Torres and the
8 Aggrieved Employees are entitled to an award of civil penalties, reasonable attorney's fees and
9 costs in connection with their claims for civil penalties.

10 **V. PRAYER FOR RELIEF**

11 134. WHEREFORE, Plaintiffs, on behalf of themselves and the Class Members, pray
12 for relief and judgment against Defendants as follows:

- 13 A. An order that the action be certified as a class action with respect to
14 Plaintiffs' claims for violations of California law;
15 B. An order that Plaintiffs be appointed class representatives;
16 C. An order that counsel for Plaintiffs be appointed class counsel;
17 D. Unpaid wages, including minimum, regular, overtime, and double-time,
18 missed meal period, missed rest period,;
19 E. Liquidated damages;
20 F. Statutory penalties, including waiting time penalties;
21 G. Civil penalties;
22 H. Restitution;
23 I. Declaratory relief;
24 J. Actual damages;
25 K. Pre-judgment interest;
26 L. Costs of suit;
27 M. Reasonable attorneys' fees; and
28 N. Such other relief as the Court deems just and proper.

///



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Respectfully submitted,

Dated: December 27, 2024

David Spivak

DAVID G. SPIVAK
CAROLINE TAHMASSIAN
Attorneys for Plaintiffs, CHRISTINE
MARIE LOYA, ADRIAN TORRES,
ANGEL ARTURO SANCHEZ, and all
others similarly situated



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EXHIBIT A



THE SPIVAK LAW FIRM
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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

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Ghreiwati Petroleum, Inc.
c/o Issam Z. Ghreiwati
Agent for Service of Process
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Ghreiwati Group, LLC
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Sabrine Oil, Inc.
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Newport Beach, CA 92663

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LWDA / Lama Oil, LLC, et al.

9/12/22

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

EXHIBIT B



THE SPIVAK LAW FIRM
EMPLOYEE RIGHTS

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SENT BY ELECTRONIC SUBMISSION, CERTIFIED MAIL, AND EMAIL

April 1, 2024

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

Re: *Adrian Torres / 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.*, Adrian Torres (hereafter “Torres” or “Complainant”) provides notice that ISSAM Z. GHREIWATI, LAMA OIL, LLC, LAMA OIL INC, GHREIWATI PETROLEUM, INC., ZOUHEIR OIL, INC., KAREEM OIL LLC, KAREEM OIL, INC., KAREEM QSR, INC., DENA OIL, LLC, DENA OIL INC, ALI OIL, LLC, ALI OIL INC, OMAR OIL INC, SABRINE OIL, INC., AKDOK INC, AKDOK LLC, GHREIWATIOF PH LLC, KHALED OIL INC, KOKDA, INC., OKDAK LLC, and related entities (collectively “the Ghreiwati Employers” or “the Employers”) violated his rights and those of all other individuals the Ghreiwati Employers have employed or otherwise contracted with in California as hourly, non-exempt, including, but not limited to cashiers, sandwich artists, 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, 558.1, 1174, 1194, 1197, 1198, 2802, and related employee protections. On behalf of himself and all other Aggrieved Employees, Torres 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. Torres 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 April 6, 2018, the Ghreiwati Employers began to employ Torres in the position of hourly, non-exempt cashier and sandwich artist at four (4) of their gas stations and restaurants in Anaheim, Rialto, and Newport Beach, California. The Ghreiwati Employers employed him in that capacity until on or about April 12, 2023 when his employment ended.

At all relevant times, the Ghreiwati Employers issued wages to Torres 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 Torres 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 Torres and all of the other Aggrieved Employees at the correct rates of pay for all hours worked. In addition to the off-the-clock work that Torres and all of the other Aggrieved Employees performed during their clocked out meal periods (see further discussion below), the Ghreiwati Employers required them to work off the clock after clocking out at the end of their shifts to unload new deliveries and count merchandise. Torres and the Aggrieved Employees often worked more than eight (8) hours in a day and 40 hours in a workweek. The Ghreiwati Employers often did not pay Torres and the Aggrieved Employees overtime premium wages when they worked over eight in a day, over 40 in a week, and for the first eight hours of the seventh day of the workweek. For example, The Ghreiwati Employers often assigned Torres to work at their Rialto location after he had already finished his regular scheduled shift at a different location. The Ghreiwati Employers, however, paid him cash for these overtime hours at his regular rate of pay or at a fixed amount of pay and failed to pay him for all hours worked and for all overtime hours worked at overtime rates of pay. The Ghreiwati Employers failed to keep track of such hours worked or to report these cash payments on Torres and all of the other Aggrieved Employees’ wage statements or to the tax authorities. The Ghreiwati Employers also failed to pay Torres and the Aggrieved Employees for the time they spent traveling between locations in a workday. To avoid paying overtime hours at the correct overtime rates of pay, the Ghreiwati Employers also often compensated Torres and the Aggrieved Employees under different payroll entities during the same pay periods. The Ghreiwati Employers

did not require Torres and the Aggrieved Employees to fill out new hire documents when they transferred them to work at other locations or when they compensated them under a different payroll entity.

The Ghreiwati Employers failed to compensate Torres 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 Torres 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 Torres and all of the other Aggrieved Employees with all timely 30-minute, off-duty meal periods. The Ghreiwati Employers prohibited Torres 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 provide Torres and the Aggrieved Employees with a second meal period when they worked more than 10 hours in a workday. The Ghreiwati Employers further failed to pay premium wages for days on which they failed to provide Torres 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 Torres 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 Torres 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 provide Torres and the Aggrieved Employees with a third rest break when they worked more than 10 hours in a workday. The Ghreiwati Employers further failed to pay premium wages for days on which they failed to authorize and permit Torres and all of the other Aggrieved Employees to take rest breaks as required by law.

At all relevant times, the Ghreiwati Employers required Torres and all of the other Aggrieved Employees to incur certain business expenses in the course of performing their duties. The Ghreiwati Employers required Torres and all of the other Aggrieved Employees to supply mobile phones to perform their job duties and to communicate with their managers. The Ghreiwati Employers also required Torres and all of the other Aggrieved Employees to use their personal vehicles to travel between work locations.

However, the Ghreiwati Employers did not provide these items and did not reimburse Torres and the other Aggrieved Employees for these items.

At all relevant times, the Ghreiwati Employers failed to issue to Torres 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 Torres 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 Torres 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 Torres and all of the other Aggrieved Employees with an adequate number of suitable seats and prevented them from seating during their work hours.

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

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

- (a) The Ghreiwati Employers failed to pay Torres 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 Torres and all of the other Aggrieved Employees all meal periods in compliance with California law;
- (c) The Ghreiwati Employers failed to authorize and permit Torres and all of the other Aggrieved Employees to take rest breaks in compliance with California law;

- (d) The Ghreiwati Employers failed to compensate Torres 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 Torres 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 Torres 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 Torres and all of the other Aggrieved Employees accurate and complete wage statements;
- (h) The Ghreiwati Employers willfully failed to timely pay Torres 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 Torres 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 Torres and all of the other Aggrieved Employees.

Accordingly, Torres now seeks civil penalties on behalf of himself 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 are 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, Torres, and all of the Aggrieved Employees were covered by the Wage Order because the Ghreiwati Employers operated, and Torres, and all of the Aggrieved Employees worked for, one or more establishments operated as fuel stations and mini-markets. Accordingly, Torres 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.

As discussed above, the Ghreiwati Employers did not pay Torres and the Aggrieved Employees for all hours worked at the correct rates of pay including, but not limited to, overtime premium wages when they worked overtime hours. The Ghreiwati Employers did not pay Torres 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 Torres 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, Torres now seeks civil penalties on behalf of himself 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.

As discussed above, at all relevant times, the Ghreiwati Employers failed to provide Torres and all of the other Aggrieved Employees with all timely meal periods. Furthermore, the Ghreiwati Employers failed to pay premium wages for days on which they failed to provide Torres and all of the other Aggrieved Employees with timely meal periods. Accordingly, Torres now seeks civil penalties for these Labor Code violations that the Ghreiwati Employers have committed against him 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.

As discussed above, the Ghreiwati Employers failed to authorize and permit Torres and all of the other Aggrieved Employees to take ten-minute, paid, duty-free rest breaks every four hours worked or major fraction thereof. Moreover, the Ghreiwati Employers failed to pay Torres and all of the other Aggrieved Employees premium wages on workdays the Ghreiwati Employers failed to provide Torres and all of the other Aggrieved Employees with 10-minute rest periods every four hours worked or major fraction thereof. Accordingly, Torres now seeks civil penalties for these Labor Code violations that the Ghreiwati Employers have committed against him 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 Torres and all of the other Aggrieved Employees to incur certain business expenses in the course of performing their duties including cellphone and mileage reimbursement. The Ghreiwati Employers did not provide these items and did not reimburse Torres and the other Aggrieved Employees for these items. Accordingly, Torres seeks civil penalties for these Labor Code violations that the Ghreiwati Employers have committed against him 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 Torres 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 Torres 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, Torres seeks civil penalties for the Labor Code violations that the Ghreiwati Employers have committed against him 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 Torres 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, Torres now seeks civil penalties for the Labor Code violations that the Ghreiwati Employers have committed against him 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 Torres 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 Torres, 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 Torres and all of the other Aggrieved Employees whose employment ended their final paychecks until several days after their termination. By failing to pay Torres 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 himself and all of the other Aggrieved Employees, Torres 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 Torres 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 Torres and all of the other Aggrieved Employees with an adequate number of suitable seats and prohibited them from seating during their work hours.

Pursuant to Labor Code Sections 2699(a) and (f), Torres, on behalf of himself 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 Torres 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 Torres and all of the other Aggrieved Employees' total hours worked, total wages paid,

and applicable hourly rates during each payroll period. Accordingly, Torres seeks civil penalties on behalf of himself 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 Z. Ghreiwati was an employer of Torres 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 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. Issam Z. Ghreiwati installed cameras at all his work sites, and at all times, personally monitored all his locations and was involved directly in the day to day operation of all his business locations. On behalf of himself and all of the other Aggrieved Employees,

Torres seeks the same civil penalties against Issam Z. Ghreiwati on the same grounds for which he seeks civil penalties against the Ghreiwati Employers.

Conclusion

As noted above, this letter constitutes the required notice under the Labor Code Private Attorneys General Act of 2004. Please be advised that Adrian Torres 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,



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