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Assigned for All Purposes:

Judge William D. Claster

Dept. CX101

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ORANGE

ROBERTO CONTRERAS JIMENEZ, on
behalf of the State of California, as a private
attorney general,

Plaintiff,

vs.

OKDAK INC, a California Corporation;
OKDAK LLC, a limited liability company;
GHREI TRANSPORT, a California
Corporation; GHREIWATI AUTO, INC., a
California Corporation; GHREIWATI GROUP,
LLC, a limited liability company; GHREIWATI
OF PH LLC, a limited liability company;
GHREIWATI PETROLEUM, INC., a
California Corporation; GHREIWATI AUTO
LLC, a limited liability company; and DOES 1
through 50, inclusive,

Defendants.

Case No. 30-2024-01420946-CU-OE-CXC

REPRESENTATIVE ACTION
COMPLAINT FOR:

1. Civil Penalties Pursuant to Labor Code
§ 2699, *et seq.* for violations of Labor
Code §§ 201, 202, 203, 204 *et seq.*, 210,
218, 221, 226(a), 226.7, 227.3, 246, 510,
512, 558(a)(1)(2), 1194, 1197, 1197.1,
1198, 2100 *et seq.*, 2802, California Code
of Regulations, Title 8, Section 11040,
Subdivision 5(A)-(B), California Code of
Regulations, Title 8, Section 1 1070(14)
(Failure to Provide Seating), and the
applicable Wage Order(s).

1 Plaintiff Roberto Contreras Jimenez (“PLAINTIFF”), on behalf of the people of the
2 State of California and as an “aggrieved employee” acting as a private attorney general under
3 the Labor Code Private Attorney General Act of 2004, § 2699, *et seq.* (“PAGA”) only, alleges
4 on information and belief, except for his own acts and knowledge which are based on personal
5 knowledge, the following:

6 **INTRODUCTION**

7 1. PLAINTIFF brings this action against defendants Okdak Inc, Okdak LLC, Ghrei
8 Transport, Ghreiwati Auto, Inc., Ghreiwati Group, LLC, Ghreiwati of PH LLC, Ghreiwati
9 Petroleum, Inc., and Ghrewati Auto LLC (referred to as “DEFENDANT”) seeking only to
10 recover PAGA civil penalties on behalf of all current and former aggrieved employees that
11 worked for DEFENDANT. PLAINTIFF does **not seek to recover anything other than**
12 **penalties as permitted by California Labor Code § 2699.** To the extent that statutory
13 violations are mentioned for wage violations, PLAINTIFF does not seek underlying general
14 and/or special damages for those violations, but simply the civil penalties permitted by
15 California Labor Code § 2699.

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

19 3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for
20 DEFENDANT’s violations under PAGA and solely for the relief as permitted by PAGA – that
21 is, penalties and any other relief the Court deems proper pursuant to the PAGA. Nothing in this
22 complaint should be construed as attempting to obtain any relief that would not be available in
23 a PAGA-only action.

24 4. PLAINTIFF is not suing in his individual capacity; he is proceeding
25 herein solely under the PAGA, on behalf of the State of California for all aggrieved employees,
26 including himself and other aggrieved employees. Nothing in this complaint should be
27 construed as PLAINTIFF suing in his individual capacity.

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THE PARTIES

5. Okdak Inc is a California corporation that at all relevant times mentioned herein conducted and continues to conduct substantial business in the state of California.

6. Okdak LLC is a limited liability company that at all relevant times mentioned herein conducted and continues to conduct substantial business in the state of California.

7. Ghrei Transport is a California corporation that at all relevant times mentioned herein conducted and continues to conduct substantial business in the state of California.

8. Ghreiwati Auto, Inc. is a California corporation that at all relevant times mentioned herein conducted and continues to conduct substantial business in the state of California.

9. Ghreiwati Group, LLC is a limited liability company that at all relevant times mentioned herein conducted and continues to conduct substantial business in the state of California.

10. Ghreiwati of PH LLC is a limited liability company that at all relevant times mentioned herein conducted and continues to conduct substantial business in the state of California.

11. Ghreiwati Petroleum, Inc. is a California corporation that at all relevant times mentioned herein conducted and continues to conduct substantial business in the state of California.

12. Ghreiwati Auto LLC is a limited liability company that at all relevant times mentioned herein conducted and continues to conduct substantial business in the state of California.

13. Okdak Inc, Okdak LLC, Ghrei Transport, Ghreiwati Auto, Inc., Ghreiwati Group, LLC, Ghreiwati of PH LLC, Ghreiwati Petroleum, Inc., and Ghreiwati Auto LLC were the joint employers of PLAINTIFF as evidenced by paycheck, standardized company employment handbooks, by standardized policies and procedures, by the company PLAINTIFF performs work for respectively and by the California Secretary of State Business Information which includes but is not limited the same mailing and business addresses and same agent for service of process, and are therefore jointly responsible as employers for the conduct alleged herein, and

1 are therefore collectively referred to herein as (“DEFENDANT”).

2 14. DEFENDANT owns and operates car dealerships in California.

3 15. PLAINTIFF, and such persons that may be added from time to time who satisfy
4 the requirements and exhaust the administrative procedures under the Private Attorney General
5 Act, brings this Representative Action on behalf of the State of California with respect to
6 himself and all individuals who are or previously were employed by Okdak Inc and/or Okdak
7 LLC and/or Ghrei Transport and/or Ghreiwati Auto, Inc. and/or Ghreiwati Group, LLC and/or
8 Ghreiwati of PH LLC and/or Ghreiwati Petroleum, Inc. and/or Ghrewati Auto LLC in
9 California, including any employees staffed with Okdak Inc and/or Okdak LLC and/or Ghrei
10 Transport and/or Ghreiwati Auto, Inc. and/or Ghreiwati Group, LLC and/or Ghreiwati of PH
11 LLC and/or Ghreiwati Petroleum, Inc. and/or Ghrewati Auto LLC by a third party, and
12 classified as non-exempt employees (“AGGRIEVED EMPLOYEES”) during the time period
13 of May 14, 2023 until a date as determined by the Court (the "PAGA PERIOD").

14 16. PLAINTIFF, on behalf of himself and all AGGRIEVED EMPLOYEES
15 presently or formerly employed by DEFENDANT during the PAGA PERIOD, brings this
16 representative action pursuant to Labor Code § 2699, *et seq.* seeking fixed civil penalties for
17 DEFENDANT’s violation of California Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218,
18 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2100 *et*
19 *seq.*, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B),
20 California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and
21 the applicable Wage Order(s). Based upon the foregoing, PLAINTIFF and all
22 AGGRIEVED EMPLOYEES are aggrieved employees within the meaning of Labor Code §
23 2699, *et seq.*

24 17. The true names and capacities, whether individual, corporate, subsidiary,
25 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are
26 presently unknown to PLAINTIFF who therefore sues these Defendants by such fictitious
27 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this
28

1 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when
2 they are ascertained. PLAINTIFF is informed and believes, and based upon that information
3 and belief alleges, that the Defendants named in this Complaint, including DOES 1 through
4 50, inclusive, are responsible in some manner for one or more of the events and happenings
5 that proximately caused the injuries and damages hereinafter alleged.

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

14 15 THE CONDUCT

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

1 EMPLOYEES are paid less than they would have been paid had they been paid for actual
2 recorded time rather than “rounded” time. Additionally, DEFENDANT engages in the
3 practice of requiring PLAINTIFF and the AGGRIEVED EMPLOYEES to perform work off
4 the clock in that DEFENDANT, as a condition of employment, required these employees to
5 submit to mandatory temperature checks and symptom questionnaires for COVID-19
6 screening prior to clocking into DEFENDANT’s timekeeping system for the workday. As a
7 result, PLAINTIFF and the AGGRIEVED EMPLOYEES forfeit minimum wage, overtime
8 wage compensation, and off-duty meal breaks by working without their time being correctly
9 recorded and without compensation at the applicable rates. DEFENDANT’s policy and
10 practice not to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all time worked, is
11 evidenced by DEFENDANT’s business records.

12 20. State law provides that employees must be paid overtime and meal and rest
13 break premiums at one-and-one-half times their “regular rate of pay.” PLAINTIFF and the
14 AGGRIEVED EMPLOYEES are compensated at an hourly rate plus incentive pay that is
15 tied to specific elements of an employee’s performance.

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

1 do so has resulted in a underpayment of overtime compensation and meal and rest break
2 premiums to PLAINTIFF and the AGGRIEVED EMPLOYEES by DEFENDANT.

3 22. As a result of their rigorous work schedules, PLAINTIFF and the
4 AGGRIEVED EMPLOYEES were from time to time unable to take thirty (30) minute off
5 duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF
6 and the AGGRIEVED EMPLOYEES were required from time to time to perform work as
7 ordered by DEFENDANT for more than five (5) hours during some shifts without receiving
8 a meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFF and
9 AGGRIEVED EMPLOYEES with a second off-duty meal period for some workdays in
10 which these employees were required by DEFENDANT to work ten (10) hours of work.
11 DEFENDANT also engaged in the practice of rounding the meal period times to avoid
12 paying penalties to PLAINTIFF and the AGGRIEVED EMPLOYEES. PLAINTIFF and the
13 AGGRIEVED EMPLOYEES therefore forfeit meal breaks without additional compensation
14 and in accordance with DEFENDANT's corporate policy and practice.

15 23. During the PAGA PERIOD, PLAINTIFF and the AGGRIEVED
16 EMPLOYEES were also required from time to time to work in excess of four (4) hours
17 without being provided ten (10) minute rest periods. Further, these employees were denied
18 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2)
19 to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes
20 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,
21 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10)
22 hours or more from time to time. PLAINTIFF and the AGGRIEVED EMPLOYEES were
23 also not provided with one hour wages in lieu thereof. Additionally, the applicable
24 California Wage Order requires employers to provide employees with off-duty rest periods,
25 which the California Supreme Court defined as time during which an employee is relieved
26 from all work related duties and free from employer control. In so doing, the Court held that
27 the requirement under California law that employers authorize and permit all employees to
28 take rest period means that employers must relieve employees of all duties and relinquish

1 control over how employees spend their time which includes control over the locations
2 where employees may take their rest period. Employers cannot impose controls that prohibit
3 an employee from taking a brief walk - five minutes out, five minutes back. Here,
4 DEFENDANT's policy restricted PLAINTIFF and the AGGRIEVED EMPLOYEES from
5 unconstrained walks and is unlawful based on DEFENDANT's rule which states
6 PLAINTIFF and the AGGRIEVED EMPLOYEES cannot leave the work premises during
7 their rest period.

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

23 25. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
24 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to
25 show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226
26 provides that every employer shall furnish each of his or her employees with an accurate
27 itemized wage statement in writing showing, among other things, gross wages earned and all
28 applicable hourly rates in effect during the pay period and the corresponding amount of time

1 worked at each hourly rate. PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on
2 an hourly basis. As such, the wage statements should reflect all applicable hourly rates
3 during the pay period and the total hours worked, and the applicable pay period in which the
4 wages were earned pursuant to California Labor Code Section 226(a). The wage statements
5 DEFENDANT provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to
6 identify such information. More specifically, the wage statements failed to identify the
7 accurate total hours worked each pay period. When the hours shown on the wage statements
8 were added up, they did not equal the actual total hours worked during the pay period in
9 violation of Cal. Lab. Code 226(a)(2). Aside, from the violations listed above in this
10 paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that
11 lists all the requirements under California Labor Code 226 *et seq.* As a result, DEFENDANT
12 from time to time provided PLAINTIFF and the AGGRIEVED EMPLOYEES with wage
13 statements which violated Cal. Lab. Code § 226.

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

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

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

29 28. DEFENDANT underpaid sick pay wages to PLAINTIFF and the
30 AGGRIEVED EMPLOYEES by failing to pay such wages at the regular rate of pay in
31 violation of Cal. Lab. Code Section 246. Specifically, PLAINTIFF and other non-exempt

1 employees earn non-discretionary remuneration, including, but not limited to, incentives,
2 shift differential pay, and bonuses. Rather than pay sick pay at the regular rate of pay,
3 DEFENDANT underpays sick pay to PLAINTIFF and the AGGRIEVED EMPLOYEES at
4 their base rates of pay.

5 29. Cal. Lab. Code Section 246(l)(2) requires that paid sick time for nonexempt
6 employees be calculated by dividing the employee's total wages, not including overtime
7 premium pay, by the employee's total hours worked in the full pay periods of the prior 90
8 days of employment.

9 30. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay
10 at the regular rate of pay. PLAINTIFF and the AGGRIEVED EMPLOYEES routinely
11 earned non-discretionary incentive wages which increased their regular rate of pay.
12 However, when sick pay was paid, it was paid at the base rate of pay for PLAINTIFF and
13 the AGGRIEVED EMPLOYEES, as opposed to the correct, higher regular rate of pay, as
14 required under Cal. Lab. Code Section 246.

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

21 32. Pursuant to Cal. Lab. Code Section 221, "It shall be unlawful for any employer
22 to collect or receive from an employee any part of wages theretofore paid by said employer
23 to said employee." DEFENDANT failed to pay all compensation due to PLAINTIFF and
24 the AGGRIEVED EMPLOYEES, made unlawful deductions from compensation payable to
25 PLAINTIFF and the AGGRIEVED EMPLOYEES, failed to disclose all aspects of the
26 deductions from compensation payable to PLAINTIFF and the AGGRIEVED
27 EMPLOYEES, and thereby failed to pay these employees all wages due at each applicable
28 pay period and upon termination.

1 33. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
2 PLAINTIFF and the AGGRIEVED EMPLOYEES for required business expenses incurred
3 by the PLAINTIFF and the AGGRIEVED EMPLOYEES in direct consequence of
4 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
5 2802, employers are required to indemnify employees for all expenses incurred in the course
6 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer
7 shall indemnify his or her employee for all necessary expenditures or losses incurred by the
8 employee in direct consequence of the discharge of his or her duties, or of his or her
9 obedience to the directions of the employer, even though unlawful, unless the employee, at
10 the time of obeying the directions, believed them to be unlawful."

11 34. In the course of their employment PLAINTIFF and the AGGRIEVED
12 EMPLOYEES as a business expense, were required by DEFENDANT to use their own
13 personal cellular phones and home offices as a result of and in furtherance of their job duties
14 as employees for DEFENDANT but are not reimbursed or indemnified by DEFENDANT
15 for the cost associated with the use of their personal cellular phones and home offices for
16 DEFENDANT's benefit. Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES
17 were required by DEFENDANT to use their personal cellular phones and home offices. As
18 a result, in the course of their employment with DEFENDANT, PLAINTIFF and the
19 AGGRIEVED EMPLOYEES incurred unreimbursed business expenses which included, but
20 were not limited to, costs related to the use of their personal cellular phones and home
21 offices all on behalf of and for the benefit of DEFENDANT.

22 35. In violation of the applicable sections of the California Labor Code and the
23 requirements of the applicable Industrial Welfare Commission ("IWC") Wage Order,
24 DEFENDANT as a matter of company policy, practice and procedure, intentionally,
25 knowingly and systematically failed to provide PLAINTIFF and the other AGGRIEVED
26 EMPLOYEES suitable seating when the nature of these employees' work reasonably
27 permitted sitting.
28

1 36. DEFENDANT knew or should have known that PLAINTIFF and other
2 AGGRIEVED EMPLOYEES were entitled to suitable seating and/or were entitled to sit
3 when it did not interfere with the performance of their duties, and that DEFENDANT did
4 not provide suitable seating and/or did not allow them to sit when it did not interfere with
5 the performance of their duties.

6 37. By reason of this conduct applicable to PLAINTIFF and all AGGRIEVED
7 EMPLOYEES, DEFENDANT violated California Labor Code Section 1198 and Wage
8 Order 4-2001, Section 14 by failing to provide suitable seats. PLAINTIFF seeks penalties
9 on behalf of PLAINTIFF and other AGGRIEVED EMPLOYEES as provided herein.
10 Providing suitable seating is the DEFENDANT's burden. As a result of DEFENDANT's
11 intentional disregard of the obligation to meet this burden, DEFENDANT violated the
12 California Labor Code and regulations promulgated thereunder as herein alleged.

13 38. The employment of PLAINTIFF and some AGGRIEVED EMPLOYEES has
14 terminated and DEFENDANT has not tendered payment of all wages owed as required by
15 law. Additionally, at all times during the term of PLAINTIFF's employment with
16 DEFENDANT, PLAINTIFF and other AGGRIEVED EMPLOYEES earned and accrued
17 vested vacation and holiday time on the date of their termination pursuant to
18 DEFENDANT's uniform vacation policies and applicable California law. The amount of
19 vacation pay PLAINTIFF and the other AGGRIEVED EMPLOYEES earned and
20 accumulated is evidenced by DEFENDANT's business records. Additionally,
21 DEFENDANT also underpaid accrued vested vacation wages to PLAINTIFF and other
22 AGGRIEVED EMPLOYEES by failing to pay such wages at the regular rate of pay and
23 more specifically the final rate of pay that included all non-discretionary incentive
24 compensation. Rather than pay vacation wages at the regular rate of pay, DEFENDANT
25 underpaid vacation wages to PLAINTIFF and other AGGRIEVED EMPLOYEES at their
26 base rates of pay, instead of including all of the PLAINTIFF's and other AGGRIEVED
27 EMPLOYEES' non-discretionary incentive compensation into the vacation wage payment
28 calculations. DEFENDANT failed to specify in DEFENDANT's written vacation policy the

1 rate at which PLAINTIFF and other AGGRIEVED EMPLOYEES would be paid vacation
2 upon leaving employment with DEFENDANT. As a result of DEFENDANT's unlawful
3 practice, policy and procedure to deny paying the PLAINTIFF and other AGGRIEVED
4 EMPLOYEES all of their vested vacation and holiday time, DEFENDANT failed to pay the
5 PLAINTIFF and other AGGRIEVED EMPLOYEES all vested vacation time as wages due
6 upon employment termination, in violation of the California Labor Code, Sections 201, 202,
7 203 and 227.3. Similarly, DEFENDANT underpaid waiting time penalties to PLAINTIFF
8 and other AGGRIEVED EMPLOYEES at their base rates of pay, instead of including all of
9 the PLAINTIFF's and other AGGRIEVED EMPLOYEES' non-discretionary compensation
10 into the waiting time penalty calculations. This failure by DEFENDANT is believed to be
11 the result of DEFENDANT's unlawful, unfair and deceptive refusal to provide compensation
12 for earned, accrued and vested vacation and holiday time, as well as the corresponding
13 waiting time penalties that were paid. DEFENDANT perpetrated this unlawful, unfair and
14 deceptive practice to the detriment of PLAINTIFF and other AGGRIEVED EMPLOYEES.
15 DEFENDANT's uniform practice and policy of failing to pay PLAINTIFF and other
16 AGGRIEVED EMPLOYEES for all vested vacation and holiday time accumulated at
17 employment termination violated and continues to violate Section 227.3 of the California
18 Labor Code.

19 39. All of the conduct and violations alleged herein occurred during the PAGA
20 PERIOD. To the extent that any of the conduct and violations alleged herein did not affect
21 PLAINTIFF during the PAGA PERIOD, PLAINTIFF seeks penalties for those violations
22 that affected the AGGRIEVED EMPLOYEES pursuant to *Carrington v. Starbucks Corp.*
23 2018 AJDAR 12157 (Certified for Publication 12/19/18).

24 **JURISDICTION AND VENUE**

25 40. This Court has jurisdiction over this Action pursuant to California Code of
26 Civil Procedure, Section 410.10.

27 41. Venue is proper in this Court pursuant to California Code of Civil Procedure,
28

1 Sections 395.5 and 393, because DEFENDANT operates in locations across California,
2 employs AGGRIEVED EMPLOYEES across California, including in this County, and
3 committed the wrongful conduct herein alleged in this County against AGGRIEVED
4 EMPLOYEES.

5 **FIRST CAUSE OF ACTION**

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

7 **[Cal. Lab. Code §§ 2698, *et seq.*]**

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

9 42. PLAINTIFF realleges and incorporates by this reference, as though fully set
10 forth herein, the prior paragraphs of this Complaint.

11 43. PAGA is a mechanism by which the State of California itself can enforce state
12 labor laws through the employee suing under the PAGA who do so as the proxy or agent of
13 the state's labor law enforcement agencies. An action to recover civil penalties under
14 PAGA is fundamentally a law enforcement action designed to protect the public and not to
15 benefit private parties. The purpose of the PAGA is not to recover damages or restitution,
16 but to create a means of "deputizing" citizens as private attorneys general to enforce the
17 Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the
18 public interest to allow aggrieved employees, acting as private attorneys general to recover
19 civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA
20 claims cannot be subject to arbitration.

21 44. PLAINTIFF, and such persons that may be added from time to time who
22 satisfy the requirements and exhaust the administrative procedures under the Private
23 Attorney General Act, brings this Representative Action on behalf of the State of California
24 with respect to himself and all individuals who are or previously were employed by Okdak
25 Inc and/or Okdak LLC and/or Ghrei Transport and/or Ghreiwati Auto, Inc. and/or Ghreiwati
26 Group, LLC and/or Ghreiwati of PH LLC and/or Ghreiwati Petroleum, Inc. and/or Ghrewati
27 Auto LLC in California, including any employees staffed with Okdak Inc and/or Okdak
28 LLC and/or Ghrei Transport and/or Ghreiwati Auto, Inc. and/or Ghreiwati Group, LLC

1 and/or Ghreiwati of PH LLC and/or Ghreiwati Petroleum, Inc. and/or Ghrewati Auto LLC
2 by a third party, and classified as non-exempt employees ("AGGRIEVED EMPLOYEES")
3 during the time period of May 14, 2023 until a date as determined by the Court (the "PAGA
4 PERIOD").

5 45. On May 14, 2024, PLAINTIFF gave written notice by electronic mail to the
6 Labor and Workforce Development Agency (the "Agency") and by certified mail to the
7 employer of the specific provisions of this code alleged to have been violated as required by
8 Labor Code § 2699.3. See Exhibit #1, attached hereto and incorporated by this reference
9 herein (*PAGA Notice only without draft complaint*). The statutory waiting period for
10 PLAINTIFF to add these allegations to the Complaint has expired. As a result, pursuant to
11 Section 2699.3, PLAINTIFF may now commence a representative civil action under PAGA
12 pursuant to Section 2699 as the proxy of the State of California with respect to all
13 AGGRIEVED EMPLOYEES as herein defined.

14 46. The policies, acts and practices heretofore described were and are an unlawful
15 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the
16 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly
17 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,
18 (d) failed to pay overtime wages and sick pay wages, (e) failed to reimburse employees for
19 required expenses, (f) failed to provide wages when due, and (g) failed to provide suitable
20 seating, all in violation of the applicable Labor Code sections listed in Labor Code §§ 201,
21 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2),
22 1194, 1197, 1197.1, 1198, 2100 *et seq.*, 2802, California Code of Regulations, Title 8,
23 Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1
24 1070(14) (Failure to Provide Seating), and the applicable Wage Order(s), and thereby gives
25 rise to civil penalties as a result of such conduct.¹ PLAINTIFF hereby seeks recovery of
26

27 ¹Plaintiff specifically excludes and/or does not allege any claims under California Labor
28 Code §558(a)(3).

1 only civil penalties as prescribed by the Labor Code Private Attorney General Act of 2004 as
2 the representative of the State of California for the illegal conduct perpetrated on
3 PLAINTIFF and the AGGRIEVED EMPLOYEES.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
6 severally, as follows:

7 1. On behalf of the State of California and with respect to all AGGRIEVED
8 EMPLOYEES:

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

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

13
14 Dated: August 22, 2024

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

15
16 By: /s/ Nicholas De Blouw

17 Norman B. Blumenthal
18 Nicholas J. De Blouw

19 *Attorneys for Plaintiff*
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EXHIBIT 1

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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LA JOLLA, CALIFORNIA 92037

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Nick@bamlawca.com

WRITERS EXT:

1004

May 14, 2024

CA3274

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Ghrei Transport
Certified Mail #9589071052700298443227
Issam Z. Ghreiwati
1461 Superior Avenue
Newport Beach, CA 92663

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2100 *et seq.*, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and Violation of Applicable Industrial Welfare Commission Wage Order(s), brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Okdak Inc and/or Okdak LLC and/or Ghrei Transport and/or Ghreiwati Auto, Inc. and/or Ghreiwati Group, LLC and/or Ghreiwati of PH LLC and/or Ghreiwati Petroleum, Inc. and/or Ghreiwati Auto LLC in California, including any employees staffed with Okdak Inc and/or Okdak LLC and/or Ghrei Transport and/or Ghreiwati Auto, Inc. and/or Ghreiwati Group, LLC and/or Ghreiwati of PH LLC and/or Ghreiwati Petroleum, Inc. and/or Ghreiwati Auto LLC by a third party, and classified as non-exempt employees during the time period of May 14, 2023 until a date as determined by the Court. Our offices represent Plaintiff Sergio Mendoza Ochoa (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Okdak Inc and/or Okdak LLC and/or Ghrei Transport and/or Ghreiwati Auto, Inc. and/or Ghreiwati Group, LLC and/or Ghreiwati of PH LLC and/or Ghreiwati Petroleum, Inc. and/or Ghreiwati Auto LLC (“Defendant”). Plaintiff was employed by Defendant in California from April of 2023 to March of 2024. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay

Plaintiff and Aggrieved Employees for at least two (2) hours' worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

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Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw
Nicholas J. De Blouw, Esq.

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Ghreiwati Auto, Inc.
Certified Mail #9589071052700298443241
Issam Z. Ghreiwati
1461 Superior Avenue
Newport Beach, CA 92663

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Nicholas J. De Blouw, Esq.

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Nicholas J. De Blouw, Esq.

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Certified Mail #9589071052700298443265
Issam Z. Ghreiwati
2022 Via Cerritos
Palos Verdes Estates, CA 90274

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1461 Superior Avenue
Newport Beach, CA 92663

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2100 *et seq.*, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and Violation of Applicable Industrial Welfare Commission Wage Order(s), brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Okdak Inc and/or Okdak LLC and/or Ghrei Transport and/or Ghreiwati Auto, Inc. and/or Ghreiwati Group, LLC and/or Ghreiwati of PH LLC and/or Ghreiwati Petroleum, Inc. and/or Ghreiwati Auto LLC in California, including any employees staffed with Okdak Inc and/or Okdak LLC and/or Ghrei Transport and/or Ghreiwati Auto, Inc. and/or Ghreiwati Group, LLC and/or Ghreiwati of PH LLC and/or Ghreiwati Petroleum, Inc. and/or Ghreiwati Auto LLC by a third party, and classified as non-exempt employees during the time period of May 14, 2023 until a date as determined by the Court. Our offices represent Plaintiff Sergio Mendoza Ochoa (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Okdak Inc and/or Okdak LLC and/or Ghrei Transport and/or Ghreiwati Auto, Inc. and/or Ghreiwati Group, LLC and/or Ghreiwati of PH LLC and/or Ghreiwati Petroleum, Inc. and/or Ghreiwati Auto LLC (“Defendant”). Plaintiff was employed by Defendant in California from April of 2023 to March of 2024. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay

Plaintiff and Aggrieved Employees for at least two (2) hours' worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

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Respectfully,

/s/ Nicholas J. De Blouw
Nicholas J. De Blouw, Esq.

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WRITERS EXT:

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May 14, 2024

CA3274

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Ghreiwati Petroleum, Inc.
Certified Mail #9589071052700298443289
Issam Z. Ghreiwati
1461 Superior Avenue
Newport Beach, CA 92663

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Certified Mail #9589071052700298443296
Issam Z. Ghreiwati
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Certified Mail #9589071052700298443302
Issam Z. Ghreiwati
2022 Via Cerritos
Palos Verdes Estates, CA 90274-2012

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