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11 individuals and all "aggrieved employees" pursuant to Labor Code § 2698 *et seq.*

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **FOR THE COUNTY OF RIVERSIDE**

14 RAUL CHACON LOPEZ, individually and on
15 behalf of all similarly situated individuals and
all "aggrieved employees" pursuant to Labor
Code § 2698 *et seq.*,

16 Plaintiff,

17 v.

18 QUALITY PEST SERVICES, INC., a
19 California Corporation and DOES 1 through
20 50, inclusive,

21 Defendants.

CASE NO: **CVRI 2502412**

CLASS ACTION COMPLAINT

**1. FAILURE TO PAY ALL WAGES DUE
(LABOR CODE §§ 226.7, 246, 510, 512, 1194
AND 1194.2; IWC WAGE ORDER 5-2001)**

**1. FAILURE TO PROVIDE REST
PERIODS OR COMPENSATION IN LIEU
THEREOF (LABOR CODE § 226.7; IWC
WAGE ORDER 5-2001)**

**2. FAILURE TO PROVIDE MEAL
PERIODS OR COMPENSATION IN LIEU
THEREOF (LABOR CODE §§ 226.7, 512,
AND 1174; IWC WAGE ORDER 5-2001)**

**4. KNOWING AND INTENTIONAL
FAILURE TO COMPLY WITH ITEMIZED
EMPLOYEE WAGE STATEMENT
PROVISIONS (LABOR CODE § 226(a), (e))**

**5. FAILURE TO TIMELY PAY WAGES
DUE AT SEPARATION OF
EMPLOYMENT (LABOR CODE §§ 201-
203)**

**6. VIOLATION OF BUSINESS AND
PROFESSIONS CODE § 17200**

**7. PENALTIES PURSUANT TO LABOR
CODE § 2699(f) FOR VIOLATIONS OF
LABOR CODE §§ 201-202, 226(a), 226.7,
246, 510, 512, 1174, AND 1194 AND
PURSUANT TO LABOR CODE § 2699(a)
FOR VIOLATIONS OF LABOR CODE §§
226.3 AND 558**

DEMAND FOR JURY TRIAL

Plaintiff RAUL CHACON LOPEZ ("Plaintiff"), on behalf of himself and on behalf of all similarly situated individuals (the "Class," "Class Members," or "Plaintiff's Class"), on behalf of the general public, and under the Labor Code Private Attorneys General Act of 2004, complains of QUALITY PEST SERVICES, INC., a California Corporation, and any subsidiaries or affiliated companies (hereinafter collectively referred to as "Defendants") as follows:

I.

INTRODUCTION AND FACTUAL BACKGROUND

1. This is a Class Action and Representative Action, pursuant to Code of Civil Procedure § 382 and Labor Code §2698 et seq., on behalf of Plaintiff and all other non-exempt employees who work or formerly worked for Defendants within the State of California.

2. For at least four (4) years prior to the filing of this action and continuing to the present (the "liability period"), Defendants have had a consistent policy of failing to pay all wages due to Class Members (defined below); provide legally compliant rest and meal periods or compensation in lieu thereof to Class Members; provide accurately itemized wage statements to Class Members; and timely pay all wages due upon separation of employment.

3. Plaintiff, on behalf of himself and members of the Class, brings this action pursuant to Labor Code §§ 201-203, 226(a), 226.7, 246, 510, 512, 1174, 1194, and 1194.2 seeking compensation for all unpaid wages, liquidated damages, civil and statutory penalties, injunctive and other equitable relief, and reasonable attorneys' fees and costs.

4. Plaintiff, on behalf of himself and Class Members, and pursuant to Business & Professions Code §§ 17200-17208, also seeks injunctive relief, restitution, and disgorgement of all benefits Defendants enjoyed from their failure to pay all wages due.

5. Plaintiff, on behalf of himself and all Aggrieved Employees pursuant to Labor Code §§ 2698 et seq., seeks penalties for Defendants' various violations of the California Labor Code.

6. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395 because Defendants employed Plaintiff and Class Members throughout the State of California, including Riverside County.

II.

PARTIES

A. Plaintiff

7. Plaintiff RAUL CHACON LOPEZ was employed by Defendants in a non-exempt position from approximately May 2022 through December 2024 in California as a pest control technician.

8. During his work with Defendants, Plaintiff was:

- a. Willfully denied the payment of all wages due;
- b. Willfully denied rest and meal periods or compensation in lieu thereof;
- c. Willfully denied accurately itemized wage statements; and
- d. Willfully denied the timely payment of all wages due upon separation of employment.

B. Defendants

9. Defendant QUALITY PEST SERVICES, INC., is a corporation that does business in California and employed Plaintiff and Class Members throughout the State of California.

10. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 to 50, inclusive, are currently unknown to Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

11. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants.

III.

CLASS ACTION ALLEGATIONS

12. Plaintiff brings this action on behalf of himself, and all others similarly situated as a Class Action pursuant to § 382 of the Code of Civil Procedure. Plaintiff seeks to represent the following Class composed of and defined as follows:

THE CLASS

13. All persons employed as non-exempt employees by Defendants in California at any time since the date four years preceding the filing of this Action.

14. Plaintiff reserves the right under Rule 3.765, California Rules of Court, to amend or modify this class description with greater specificity or further division into subclasses or limitation to particular issues.

15. This action has been brought and may properly be maintained as a class action under the provisions of § 382 of the Code of Civil Procedure because there is a well-defined community of interest in the litigation and the proposed Class is easily ascertainable.

A. Numerosity

16. The potential members of the Class as defined are so numerous that joinder of all Class Members is impracticable. While the precise number of members of the Class has not been ascertained at this time, Plaintiff is informed and believes, and based thereon alleges, that Defendants currently employ, and during the relevant time periods employed, over 100 persons in the State of California who fall within the Class definition.

17. Accounting for employee turnover during the relevant period necessarily increases this number substantially. Plaintiff alleges Defendants' employment records would provide information as to the number and location of members of the Class. Joinder of members of the Class is not practicable.

B. Commonality

18. There are questions of law and fact common to the Class that predominate over any questions affecting only individual Class Members. These common questions of law and fact include, without limitation:

- a. Whether Defendants failed to pay all wages due to Plaintiff and Class Members, in violation of Labor Code §§ 226.7, 246, 510, 512, 1194, and 1194.2 and IWC Wage Order 5-2001;
- b. Whether Defendants failed to properly provide rest periods or compensation in lieu thereof to Plaintiff and Class Members, in violation of Labor Code § 226.7 and IWC Wage Order 5-2001;
- c. Whether Defendants failed to properly provide meal periods or compensation in lieu thereof to Plaintiff and Class Members, in violation of Labor Code §§ 226.7, 512, and 1174 and IWC Wage Order 5-2001;
- d. Whether Defendants failed to provide Plaintiff and Class Members with accurately itemized wage statements, in accordance with Labor Code § 226(a) and (e);
- e. Whether Defendants failed to timely pay Plaintiff and Class Members all wages due at the separation of their employment, in violation of Labor Code §§ 201-203; and
- f. Whether Plaintiff and Class Members are entitled to equitable relief pursuant to Business & Professions Code § 17200 et seq.

C. Typicality

19. The claims of the named Plaintiff are typical of the claims of members of the Class. Plaintiff and Class Members sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of laws, regulations that have the force and effect of law, and statutes as alleged herein.

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1 **D. Adequacy of Representation**

2 20. Plaintiff will fairly and adequately represent and protect the interests of members of
3 the Class. Counsel who represents Plaintiff are competent and experienced in litigating large
4 employment class actions.

5 **E. Superiority of Class Action**

6 21. A class action is superior to other available means for the fair and efficient adjudication
7 of this controversy. Individual joinder of all proposed members of the Class is not practicable, and
8 questions of law and fact common to the proposed Class predominate over any questions affecting
9 only individual members of the proposed Class. Each member of the proposed Class has been
10 damaged and is entitled to recovery by reason of Defendants' illegal policies and/or practices.

11 22. Class action treatment will allow those similarly situated persons to litigate their
12 claims in the manner that is most efficient and economical for the parties and the judicial system.
13 Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this
14 action that would preclude its maintenance as a class action.

15 **IV.**

16 **CAUSES OF ACTION**

17 **FIRST CAUSE OF ACTION**

18 **PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS FAILURE TO PAY ALL**
19 **WAGES DUE**
20 **(LABOR CODE §§ 226.7, 246, 510, 512, 1194, AND 1194.2 AND IWC WAGE ORDER 5-**
21 **2001)**

22 23. Plaintiff incorporates paragraphs 1 through 22 of this Complaint as though fully set
23 forth herein.

24 24. During the liability period, Defendants failed to properly compute bonuses and/or
25 other non-base hourly wages earned by Plaintiff and Class Members into their regular rate of pay for
26 purposes of paying them meal and rest period premiums, overtime wages, and sick pay wages at the
27 correct rates, in violation of Labor Code §§ 226.7, 246, 510, 512, and 1194 and IWC Wage Order 5-
28 2001. Defendants paid Plaintiff and Class Members hourly wages; however, Defendants paid Plaintiff

1 and Class Members meal and rest period premiums, overtime wages, and sick pay wages based only
2 on the base hourly rate of pay, thus depriving Plaintiff and Class Members of all meal and rest period
3 premiums, overtime wages, and sick pay wages earned. This violates Labor Code §§ 226.7, 246, 510,
4 512, and 1194 and IWC Wage Order 5-2001.

5 25. In addition, during the liability period, Defendants required Plaintiff and Class
6 Members to frequently work off-the-clock. Plaintiff and Class Members were not compensated for
7 time performing off-the-clock work, including pre- and post-shift, donning and doffing uniforms,
8 waiting in line to clock-in, and during meal breaks. Defendants automatically deducted 30 minutes
9 for employees' meal periods, even when they did not take them, and without noting the times of the
10 meal periods. This deprived Plaintiff and Class Members of significant hours worked and minimum
11 and overtime wages due, and constitute violations of Labor Code §§ 510, 1194, and 1194.2 and IWC
12 Wage Order 5-2001.

13 26. As a result of the unlawful acts of Defendants in willfully failing to pay all wages due,
14 Plaintiff and Class Members have been deprived of wages in amounts to be determined at trial, and
15 are entitled to restitution and recovery of such amounts, plus interests thereon, attorneys' fees, and
16 costs pursuant to Labor Code § 1194, and liquidated damages pursuant to Labor Code § 1194.2.

17 **V.**

18 **SECOND CAUSE OF ACTION**

19 **PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS**

20 **FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF**

21 **(LABOR CODE § 226.7 AND IWC WAGE ORDER 5-2001)**

22 27. Plaintiff incorporates paragraphs 1 through 26 of this Complaint as though fully set
23 forth herein.

24 28. Plaintiff and Class Members are entitled to one hour of pay for each day that
25 Defendants failed to properly provide one or more rest periods as set forth in Labor Code § 226.7 and
26 IWC Wage Order 5-2001.

27 29. Defendants failed to pay proper premium wages to Plaintiff and Class Members who
28 were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order No. 5-2001.

1 Plaintiff and Class Members were routinely unable to take a 10-minute rest period for every four (4)
2 hours of work or major fraction thereof, but were not paid premium wages of one hour's pay at the
3 correct rate for each missed rest period. Plaintiff and Class Members were too busy to take a rest
4 period during their employment and were not paid premium wages at the correct rates in lieu thereof.
5 If Plaintiff and Class Members were able to take a rest period, they were oftentimes late, cut short,
6 and/or on-duty. This violates Labor Code § 226.7 and IWC Wage Order No. 5-2001.

7 30. Pursuant to Labor Code § 226.7 and IWC Wage Order 5-2001, Plaintiff seeks the
8 payment of all rest period compensation that he and Class Members are owed, according to proof.

9 VI.

10 THIRD CAUSE OF ACTION

11 PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

12 FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF

13 (LABOR CODE §§ 226.7, 512, AND 1174 AND IWC WAGE ORDER 5-2001)

14 31. Plaintiff incorporates paragraphs 1 through 30 of this Complaint as though fully set
15 forth herein.

16 32. Plaintiff and Class Members are entitled to one hour of pay for each day that
17 Defendants failed to properly provide one or more meal periods as set forth in Labor Code §§ 226.7
18 and 512 and IWC Wage Order 5-2001.

19 33. Defendants failed to pay proper premium wages to Plaintiff and other Class Members
20 who were denied proper meal periods, in violation of Labor Code §§ 226.7 and 512 and IWC Wage
21 Order 5-2001. Plaintiff and Class Members were routinely denied, and not authorized to take, a
22 timely, uninterrupted, 30-minute meal period for every shift worked that exceeded five hours, or a
23 second timely, uninterrupted, 30-minute meal period for every shift worked that exceeded ten hours,
24 but were not paid premium wages of one hour's pay at the correct rate for each missed first or second
25 meal period. Plaintiff and Class Members were too busy to take a meal period during their
26 employment and were not paid premium wages at the correct rates in lieu thereof. If Plaintiff and
27 Class Members were able to take a meal period, they were oftentimes late, cut short, and/or on-duty.
28 In addition, Defendants routinely failed to track when Plaintiff and Class Members took their meal

1 periods, and instead automatically deducted 30 minutes for each meal period, even when they are not
2 taken. This violates Labor Code §§ 226.7, 512, and 1174 and IWC Wage Order 5-2001.

3 34. Pursuant to Labor Code §§ 226.7 and 512 and IWC Wage Order 5-2001, Plaintiff
4 seeks the payment of all meal period compensation and unpaid wages that Class Members are owed
5 for four years preceding the filing of this Action, according to proof.

6 **VII.**

7 **FOURTH CAUSE OF ACTION**

8 **KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED**

9 **EMPLOYEE WAGE STATEMENT PROVISIONS**

10 **(LABOR CODE § 226(a), (e))**

11 36. Plaintiff incorporates paragraphs 1 through 35 of this Complaint as though fully set
12 forth herein.

13 37. Section 226(a) of the California Labor Code requires Defendants to provide wage
14 statements to employees. In those wage statements, Defendants must provide an accurate itemized
15 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee..., (3)
16 the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-
17 rate basis, (4) all deductions, provided that all deductions made on written orders of the employee
18 may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period
19 for which the employee is paid, (7) the name of the employee and only the last four digits of his or
20 her social security number or an employee identification number other than a social security number,
21 (8) the name and address of the legal entity that is the employer..., and (9) all applicable hourly rates
22 in effect during the pay period and the corresponding number of hours worked at each hourly rate by
23 the employee. Defendants have knowingly and intentionally failed to comply with Labor Code §
24 226(a).

25 38. Defendants failed to issue Plaintiff and Class Members wage statements that fully and
26 accurately itemized the requirements set forth in Labor Code § 226(a). As Plaintiff and Class
27 Members were not paid all wages due, as stated above, the wage statements provided by Defendants
28 failed to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1), total hours

1 worked, in violation of Labor Code § 226(a)(2), net wages earned, in violation of Labor Code §
2 226(a)(5), and all applicable hourly rates in effect during the pay period and the corresponding
3 number of hours worked at each hourly rate, in violation of Labor Code § 226(a)(9).

4 39. As a consequence of Defendants' willful conduct in failing to provide Class Members
5 with accurate itemized wage statements, Plaintiff and members of the Class have been injured because
6 they have not been paid all wages due and were issued wage statements which do not reflect, and fail
7 to state, all information required by Labor Code § 226(a). The missing information cannot be
8 discerned at all from the face of the wage statements himself. Plaintiff and Class Members are entitled
9 to penalties pursuant to Labor Code § 226(e) to recover the greater of all actual damages or \$50 for
10 the initial pay period in which a violation occurs and \$100 per employee for each violation in a
11 subsequent pay period, not exceeding an aggregate penalty of \$4,000 per employee, and are entitled
12 to an award of costs and reasonable attorneys' fees pursuant to Labor Code § 226(h).

13 **VIII.**

14 **FIFTH CAUSE OF ACTION**

15 **PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS FAILURE TO TIMELY** 16 **PAY ALL WAGES DUE UPON SEPARATION OF EMPLOYMENT** 17 **(LABOR CODE §§ 201-203)**

18 40. Plaintiff incorporates paragraphs 1 through 39 of this Complaint as though fully set
19 forth herein.

20 41. California Labor Code § 201 and § 202 require Defendants to pay employees all wages
21 due within 72 hours after resignation of employment or the day of termination of employment. Labor
22 Code § 203 provides that if an employer willfully fails to timely pay such wages, the employer must,
23 as a penalty, continue to pay the subject employee's daily wages until the back wages are paid in full
24 or an action is commenced. The penalty cannot exceed 30 days of wages.

25 42. Defendants paid Plaintiff and Class Members their final wages beyond the time frames
26 set forth in Labor Code §§ 201 and 202, in violation of Labor Code § 203. Plaintiff and Class Members
27 were not paid all wages due and owing throughout the course of their employment, as detailed above.
28 Consequently, at the time of their separation from employment with Defendants, they were not paid

1 all final wages due and owing for the entirety of their employment. This violates Labor Code §§ 201-
2 203.

3 43. More than 30 days have passed since Plaintiff and Class Members have left
4 Defendants' employ.

5 44. As a consequence of Defendants' willful conduct in not paying wages owed timely
6 upon separation of employment, Plaintiff and Class Members are entitled to up to 30 days' wages as
7 a penalty under Labor Code § 203 for Defendants' failure to timely pay legal wages at separation of
8 employment.

9 **IX.**

10 **SIXTH CAUSE OF ACTION**

11 **PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS**

12 **UNFAIR COMPETITION PURSUANT TO BUSINESS & PROFESSIONS CODE § 17200**

13 **ET SEQ.**

14 45. Plaintiff incorporates paragraphs 1 through 44 of this Complaint as though fully set
15 forth herein.

16 46. This is a Class Action for Unfair Business Practices. Plaintiff, on his own behalf and
17 on behalf of the general public, and on behalf of others similarly situated, brings this claim pursuant
18 to Business & Professions Code § 17200 et seq. The conduct of all Defendants as alleged in this
19 Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff, the general public,
20 and Class Members. Plaintiff seeks to enforce important rights affecting the public interest within the
21 meaning of Code of Civil Procedure § 1021.5.

22 47. Plaintiff is a "person" within the meaning of Business & Professions Code § 17204,
23 and therefore has standing to bring this cause of action for injunctive relief, restitution, and other
24 appropriate equitable relief.

25 48. Business & Professions Code § 17200 et seq. prohibits unlawful and unfair business
26 practices.

27 49. Wage and hour laws express fundamental public policies. Properly providing
28 employees with all wages due is a fundamental public policy of this State and of the United States.

1 Labor Code § 90.5(a) articulates the public policies of this State to enforce vigorously minimum labor
2 standards, to ensure that employees are not required or permitted to work under substandard and
3 unlawful conditions, and to protect law-abiding employers and its employees from competitors who
4 lower their costs by failing to comply with minimum labor standards.

5 50. Defendants have violated statutes and public policies. Through the conduct alleged in
6 this Complaint, Defendants, and each of them, have acted contrary to these public policies, have
7 violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair
8 business practices in violation of Business & Professions Code § 17200 et seq. depriving Plaintiff,
9 and all persons similarly situated, and all interested persons of rights, benefits, and privileges
10 guaranteed to all employees under law.

11 51. Defendants' conduct, as alleged herein, constitutes unfair competition in violation of
12 §17200 et seq. of the Business & Professions Code.

13 52. Defendants, by engaging in the conduct herein alleged, either knew or in the exercise
14 of reasonable care should have known that the conduct was unlawful. As such, it is a violation of §
15 17200 et seq. of the Business & Professions Code.

16 53. As a proximate result of the above-mentioned acts of Defendants, Plaintiff and others
17 similarly situated have been damaged in a sum as may be proven.

18 54. Unless restrained by this Court, Defendants will continue to engage in the unlawful
19 conduct, as alleged above. Pursuant to Business & Professions Code § 17200 et seq., this Court should
20 make such orders or judgments, including the appointment of a receiver, as may be necessary to
21 prevent the use or employment, by Defendants, its agents, or employees, of any unlawful or deceptive
22 practice prohibited by the Business & Professions Code, and/or, including but not limited to,
23 disgorgement of profits which may be necessary to restore Plaintiff and Class Members to the money
24 Defendants have unlawfully failed to pay.

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1 **SEVENTH CAUSE OF ACTION**

2 **PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS**

3 **PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF**
4 **LABOR CODE §§ 201-202, 226(a), 226.7, 246, 510, 512, 1174, AND 1194 AND PURSUANT**
5 **TO LABOR CODE § 2699(a) FOR VIOLATIONS OF LABOR CODE §§ 226.3 AND 558**

6 55. Plaintiff incorporates paragraphs 1 through 54 of this Complaint as though fully set
7 forth herein.

8 56. As a result of the acts alleged above, including the Labor Code violations set forth
9 above, Plaintiff seeks civil penalties pursuant to Labor Code §§ 2698 et seq.

10 57. For each such violation, Plaintiff and all other Aggrieved Employees are entitled to
11 penalties and other relief in an amount to be shown at the time of trial subject to the following formula:
12 a. Pursuant to Labor Code § 2699(f), \$100 for each initial violation and \$200 for each subsequent
13 violation of Labor Code §§ 201-202, 226(a), 226.7, 246, 510, 512, 1174, and 1194; and b. Pursuant
14 to Labor Code § 2699(a), the penalties as authorized by Labor Code §§ 226.3 and 558.

15 58. Civil penalties recovered will be allocated 75% to the Labor and Workforce
16 Development Agency, and 25% to the affected employees.

17 59. On February 3, 2025, Plaintiff sent a letter, by online submission to the LWDA and
18 by certified mail, return receipt requested, to Defendants setting forth the facts and theories of the
19 violations alleged against Defendants, as prescribed by Labor Code § 2698 et seq. Pursuant to Labor
20 Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65)
21 calendar days of February 3, 2025. Plaintiff may therefore commence this action to seek civil penalties
22 pursuant to Labor Code § 2698 et seq.

23 **RELIEF REQUESTED**

24 WHEREFORE, Plaintiff prays for the following relief:

25 1. For compensatory damages pursuant to Labor Code § 1194, and liquidated damages
26 pursuant to Labor Code § 1194.2, in the amount of all unpaid wages due to Plaintiff and Class
27 Members;
28

2. For compensatory damages in the amount of one hour of wages for each day on which a meal and/or rest period was not properly provided to Plaintiff and Class Members pursuant to Labor Code §§ 226.7 and 512;
3. For penalties pursuant to Labor Code § 226(e) for Plaintiff and Class Members;
4. For penalties pursuant to Labor Code § 203 for Plaintiff and Class Members;
5. For restitution for unfair competition pursuant to Business & Professions Code § 17200 et seq. for Plaintiff and Class Members;
6. For civil penalties pursuant to Labor Code § 2698 et seq. for Plaintiff and all other Aggrieved Employees;
7. An award of prejudgment and post-judgment interest;
8. An award providing for payment of costs of suit pursuant to Labor Code §§ 226(h), 1194, 2699(g)(1) and other applicable law;
9. An award of attorneys' fees pursuant to Labor Code §§ 226(h), 1194, 2699(g)(1), and other applicable law; and
10. Such other and further relief as this Court may deem just and proper.

Dated: May 1, 2025

Respectfully submitted,

HALAVI LAW, INC.

By: 
NAVEED HALAVI
Attorney for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial of his claims by jury to the extent authorized by law.

Dated: May 1, 2025

Respectfully submitted,

HALAVI LAW, INC.

By: 
NAVEED HALAVI
Attorney for Plaintiff