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Attorneys for Plaintiff Roque Zarate Jr., individually and on behalf of all similarly situated individuals and all "aggrieved employees" pursuant to Labor Code § 2698 *et seq.*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

ROQUE ZARATE JR., individually and on behalf of all similarly situated individuals and all "aggrieved employees" pursuant to Labor Code § 2698 *et seq.*,

Plaintiff,

v.

BILLY CHARLES CRAWFORD and CODY ALAN CRAWFORD, individuals doing business as CRAWFORD ASSOCIATES, and DOES 1 through 50, inclusive,

Defendants.

CASE NO: **CVRI 2403196**

CLASS AND REPRESENTATIVE ACTION COMPLAINT FOR:

1. FAILURE TO PAY ALL WAGES DUE (LABOR CODE §§ 226.7, 246, 510, 512, AND 1194; IWC WAGE ORDER 16-2001)

2. FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF (LABOR CODE § 226.7; IWC WAGE ORDER 7-2001)

3. FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF (LABOR CODE §§ 226.7 AND 512; IWC WAGE ORDER 7-2001)

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, 510, 512, AND 1194 AND PURSUANT TO LABOR CODE § 2699(a) FOR VIOLATIONS OF LABOR CODE §§ 226.3 AND 558

DEMAND FOR JURY TRIAL

Plaintiff ROQUE ZARATE JR. ("Plaintiff"), on behalf of himself and on behalf of all similarly situated individuals (the "Class" or "Plaintiff Class"), on behalf of the general public, and under the Labor Code Private Attorneys General Act of 2004, complains of BILLY CHARLES CRAWFORD and CODY ALAN CRAWFORD, individuals doing business as CRAWFORD ASSOCIATES, and/or 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, 510, 512, 558, and 1194 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.*, seek 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 ROQUE ZARATE JR., was employed by Defendants in a non-exempt position from September 2022 through February 2024 in California.

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 BILLY CHARLES CRAWFORD and CODY ALAN CRAWFORD are individuals that do business as CRAWFORD ASSOCIATES 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 10, 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

1 seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants
2 designated hereinafter as DOES when such identities become known.

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

7 12. The Defendants named herein as DOE 1 through DOE 10 are and were persons acting
8 on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more
9 provisions of the California Labor Code as alleged herein.

10 IV.

11 CLASS ACTION ALLEGATIONS

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

15 THE CLASS

16 All non-exempt California employees employed by Defendants at any time since the
17 date four years preceding the filing of this Action, plus any additional time tolled by
18 the California State Judicial Council pursuant to Emergency Rule 9 in response to the
19 COVID-19 pandemic and continuing through the present.

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

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

26 A. Numerosity

27 16. The potential members of the Class as defined are so numerous that joinder of all Class
28 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 30 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. 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, and 1194 and IWC Wage Order 16-2001;
- 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 16-2001;
- 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 and 512 and IWC Wage Order 16-2001;
- 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.

D. Adequacy of Representation

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

E. Superiority of Class Action

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

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

V.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

FAILURE TO PAY ALL WAGES DUE

(LABOR CODE §§ 226.7, 246, 510, 512, AND 1194 AND IWC WAGE ORDER 16-2001)

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

24. During the liability period, Defendants failed to properly compute bonuses and/or other non-base hourly wages earned by Plaintiff and Class Members into their regular rate of pay for

1 purposes of paying them meal and rest period premiums, overtime wages, and sick pay wages at the
2 correct rates, in violation of Labor Code §§ 226.7, 246, 510, 512, and 1194 and IWC Wage Order 16-
3 2001. Defendants paid Plaintiff and Class Members bonuses and/or other non-base hourly wages;
4 however, Defendants failed to properly blend these bonuses and/or other non-base hourly wages, and
5 instead paid Plaintiff and Class Members meal and rest period premiums, overtime wages, and sick
6 pay wages based *only* on the base hourly rate of pay, thus depriving Plaintiff and Class Members of
7 all meal and rest period premiums, overtime wages, and sick pay wages earned. This violates Labor
8 Code §§ 226.7, 246, 510, 512, and 1194 and IWC Wage Order 16-2001.

9 25. As a result of the unlawful acts of Defendants in willfully failing to pay all wages due,
10 Plaintiff and Class Members have been deprived of wages in amounts to be determined at trial, and
11 are entitled to restitution and recovery of such amounts, plus interests thereon, attorneys' fees, and
12 costs pursuant to Labor Code § 1194.

13 Wherefore, Plaintiff and the Class he seeks to represent request relief as described below.

14 VI.

15 SECOND CAUSE OF ACTION

16 PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

17 FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF

18 (LABOR CODE § 226.7 AND IWC WAGE ORDER 16-2001)

19 26. Plaintiff incorporates paragraphs 1 through 26 of this Complaint as though fully set
20 forth herein.

21 27. Plaintiff and Class Members are entitled to one hour of pay for each day that
22 Defendants failed to properly provide one or more rest periods as set forth in Labor Code § 226.7 and
23 IWC Wage Order 16-2001.

24 28. Defendants failed to pay proper premium wages to Plaintiff and Class Members who
25 were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order No. 16-2001.
26 Plaintiff and Class Members were routinely unable to take a 10-minute rest period for every four (4)
27 hours of work or major fraction thereof, but were not paid premium wages of one hour's pay at the
28 correct rate for each missed rest period. Plaintiff and Class Members were too busy to take a rest

1 period during their employment and were not paid premium wages at the correct rates in lieu thereof.
2 If Plaintiff and Class Members were able to take a rest period, they were oftentimes late, cut short,
3 on-duty, and/or they were improperly required to remain on the company's premises. This violates
4 Labor Code § 226.7 and IWC Wage Order No. 16-2001.

5 29. Pursuant to Labor Code § 226.7 and IWC Wage Order 16-2001, Plaintiff seeks the
6 payment of all rest period compensation that he and Class Members are owed, according to proof.

7 Wherefore, Plaintiff and the Class he seeks to represent request relief as described below.

8 **VII.**

9 **THIRD CAUSE OF ACTION**

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

11 **FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF**

12 **(LABOR CODE §§ 226.7 AND 512 AND IWC WAGE ORDER 16-2001)**

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

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

18 32. Defendants failed to pay proper premium wages to Plaintiff and other Class Members
19 who were denied proper meal periods, in violation of Labor Code §§ 226.7 and 512 and IWC Wage
20 Order 16-2001. Plaintiff and Class Members were routinely denied, and not authorized to take, a
21 timely, uninterrupted, 30-minute meal period for every shift worked that exceeded five hours, or a
22 second timely, uninterrupted, 30-minute meal period for every shift worked that exceeded ten hours,
23 but were not paid premium wages of one hour's pay at the correct rate for each missed first or second
24 meal period. Plaintiff and Class Members were too busy to take a meal period during their
25 employment and were not paid premium wages at the correct rates in lieu thereof. If Plaintiff and
26 Class Members were able to take a meal period, they were oftentimes late, cut short, on-duty, and/or
27 they were improperly required to remain on the company's premises. This violates Labor Code §§
28 226.7, 512, and 558 and IWC Wage Order 16-2001.

33. Pursuant to Labor Code §§ 226.7 and 512 and IWC Wage Order 16-2001, Plaintiff seeks the payment of all meal period compensation and unpaid wages that Class Members are owed for four years preceding the filing of this Action, according to proof.

Wherefore, Plaintiff and the Class he seeks to represent request relief as described below.

VIII.

FOURTH CAUSE OF ACTION

KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED

EMPLOYEE WAGE STATEMENT PROVISIONS

(LABOR CODE § 226(a), (e))

34. Plaintiff incorporates paragraphs 1 through 34 of this Complaint as though fully set forth herein.

35. Section 226(a) of the California Labor Code requires Defendants to provide wage statements to employees. In those wage statements, Defendants must provide an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee..., (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 only the last four digits of his or her social security number or an employee identification number other than a social security number, (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. Defendants have knowingly and intentionally failed to comply with Labor Code § 226(a).

36. Defendants failed to issue Plaintiff and Class Members wage statements that fully and accurately itemized the requirements set forth in Labor Code § 226(a). As Plaintiff and Class Members were not paid all wages due, as stated above, the wage statements provided by Defendants failed to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of Labor Code § 226(a)(2), net wages earned, in violation of Labor Code §

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

37. In addition, and independent of the above allegations, the wage statements issued to Plaintiff and Class Members failed to set forth the address of the legal entity that is the employer, in violation of Labor Code § 226(a)(8).

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

Wherefore, Plaintiff and the Class he seeks to represent request relief as described below.

IX.

FIFTH CAUSE OF ACTION

PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

FAILURE TO TIMELY PAY ALL WAGES DUE UPON SEPARATION OF

EMPLOYMENT

(LABOR CODE §§ 201-203)

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

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

41. Defendants paid Plaintiff and Class Members their final wages beyond the time frames set forth in Labor Code §§ 201 and 202, in violation of Labor Code § 203. Plaintiff and Class Members were not paid all wages due and owing throughout the course of their employment, as detailed above. Consequently, at the time of their separation from employment with Defendants, they were not paid all final wages due and owing for the entirety of their employment. This violates Labor Code §§ 201-203.

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

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

Wherefore, Plaintiff and the Class he seeks to represent request relief as described below.

X.

SIXTH CAUSE OF ACTION

PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

UNFAIR COMPETITION PURSUANT TO

BUSINESS & PROFESSIONS CODE § 17200 ET SEQ.

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

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

1 46. Plaintiff is a “person” within the meaning of Business & Professions Code § 17204,
2 and therefore has standing to bring this cause of action for injunctive relief, restitution, and other
3 appropriate equitable relief.

4 47. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair business
5 practices.

6 48. Wage and hour laws express fundamental public policies. Properly providing
7 employees with all wages due is a fundamental public policy of this State and of the United States.
8 Labor Code § 90.5(a) articulates the public policies of this State to enforce vigorously minimum labor
9 standards, to ensure that employees are not required or permitted to work under substandard and
10 unlawful conditions, and to protect law-abiding employers and its employees from competitors who
11 lower their costs by failing to comply with minimum labor standards.

12 49. Defendants have violated statutes and public policies. Through the conduct alleged
13 in this Complaint, Defendants, and each of them, have acted contrary to these public policies, have
14 violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair
15 business practices in violation of Business & Professions Code § 17200 *et seq.* depriving Plaintiff,
16 and all persons similarly situated, and all interested persons of rights, benefits, and privileges
17 guaranteed to all employees under law.

18 50. Defendants’ conduct, as alleged herein, constitutes unfair competition in violation of
19 §17200 *et seq.* of the Business & Professions Code.

20 51. Defendants, by engaging in the conduct herein alleged, either knew or in the exercise
21 of reasonable care should have known that the conduct was unlawful. As such, it is a violation of §
22 17200 *et seq.* of the Business & Professions Code.

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

25 53. Unless restrained by this Court, Defendants will continue to engage in the unlawful
26 conduct, as alleged above. Pursuant to Business & Professions Code § 17200 *et seq.*, this Court
27 should make such orders or judgments, including the appointment of a receiver, as may be necessary
28 to prevent the use or employment, by Defendants, its agents, or employees, of any unlawful or

1 deceptive practice prohibited by the Business & Professions Code, and/or, including but not limited
2 to, disgorgement of profits which may be necessary to restore Plaintiff and Class Members to the
3 money Defendants have unlawfully failed to pay.

4
5
6 **XI.**

7 **SEVENTH CAUSE OF ACTION**

8 **PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS**
9 **PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF LABOR**
10 **CODE §§ 201-202, 226(a), 226.7, 510, 512, AND 1194 AND PURSUANT TO LABOR CODE §**
11 **2699(a) FOR VIOLATIONS OF LABOR CODE §§ 226.3 AND 558**

12 54. Plaintiff incorporates paragraphs 1 through 54 of this Complaint as though fully set
13 forth herein.

14 55. As a result of the acts alleged above, including the Labor Code violations set forth
15 above, Plaintiff seeks civil penalties pursuant to Labor Code §§ 2698 *et seq.*

16 56. For each such violation, Plaintiff and all other Aggrieved Employees are entitled to
17 penalties and other relief in an amount to be shown at the time of trial subject to the following formula:

18 a. Pursuant to Labor Code § 2699(f), \$100 for each initial violation and \$200 for
19 each subsequent violation of Labor Code §§ 201-202, 226(a), 226.7, 510, 512,
20 and 1194; and

21 b. Pursuant to Labor Code § 2699(a), the penalties as authorized by Labor Code
22 §§ 226.3 and 558.

23 57. Civil penalties recovered will be allocated 75% to the Labor and Workforce
24 Development Agency, and 25% to the affected employees.

25 58. On March 21, 2024, Plaintiff sent a letter, by online submission to the LWDA and by
26 certified mail, return receipt requested, to Defendants setting forth the facts and theories of the
27 violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* Pursuant to Labor
28 Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65)

1 calendar days of March 21, 2024. Plaintiff may therefore commence this action to seek civil penalties
2 pursuant to Labor Code § 2698 *et seq.*

3 Wherefore, Plaintiff and the Aggrieved Employees he seeks to represent request relief as
4 described below.

5
6 **RELIEF REQUESTED**

7 WHEREFORE, Plaintiff prays for the following relief:

- 8 1. For compensatory damages pursuant to Labor Code § 1194, in the amount of all unpaid
9 wages due to Plaintiff and Class Members;
- 10 2. For compensatory damages in the amount of one hour of wages for each day on which
11 a meal and/or rest period was not properly provided to Plaintiff and Class Members pursuant to Labor
12 Code §§ 226.7 and 512;
- 13 3. For penalties pursuant to Labor Code § 226(e) for Plaintiff and Class Members;
- 14 4. For penalties pursuant to Labor Code § 203 for Plaintiff and Class Members;
- 15 5. For restitution for unfair competition pursuant to Business & Professions Code §
16 17200 *et seq.* for Plaintiff and Class Members;
- 17 6. An award of prejudgment and post-judgment interest;
- 18 7. For civil penalties pursuant to Labor Code § 2698 *et seq.* for Plaintiff and all other
19 Aggrieved Employees;
- 20 8. An award providing for payment of costs of suit pursuant to Labor Code §§ 226(h),
21 1194, 2699(g)(1), and other applicable law;
- 22 9. An award of attorneys' fees pursuant to Labor Code §§ 226(h), 1194, 2699(g)(1), and
23 other applicable law; and
- 24 10. Such other and further relief as this Court may deem just and proper.

25 Dated: June 10, 2024

Respectfully submitted,

26 HALAVI LAW, INC.

27 By: 
28

NAVEED HALAVI
Attorney for Plaintiff

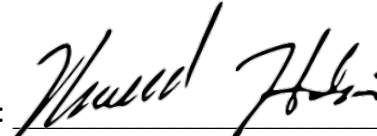
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2 **DEMAND FOR JURY TRIAL**

3 Plaintiff hereby demands a trial of his claims by jury to the extent authorized by law.
4

5 Dated: June 10, 2024

Respectfully submitted,

6 HALAVI LAW, INC.

7
8 By: 
9 NAVEED HALAVI
10 Attorney for Plaintiff
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