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Attorneys for Plaintiff, the Class, and Aggrieved Employees

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

ALEXIS HOLLIVERSE, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

PMG RETAIL, INC., a Nevada
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: CVRI2500591

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT
FOR:**

- (1) VIOLATION OF LABOR CODE §§ 510,
558, 1194, 1197, AND 1197.1;**
- (2) VIOLATION OF LABOR CODE § 226.7;**
- (3) VIOLATION OF LABOR CODE §226;**
- (4) VIOLATION OF BUSINESS AND
PROFESSIONS CODE §17200, *ET SEQ.*;
AND**
- (5) VIOLATION OF LABOR CODE § 2698,
ET SEQ., THE PRIVATE ATTORNEYS
GENERAL ACT**

DEMAND OVER \$25,000

1 Plaintiff Alexis Holliverse (“Plaintiff”) hereby submits this first amended class and
2 representative action complaint (“Complaint”) against Defendant PMG Retail, Inc. (“Defendant”
3 or the “Company”), and Does 1 through 50 (hereinafter collectively referred to as “Defendants”),
4 individually and on behalf of a class of all other similarly situated current and former employees
5 of Defendants for penalties and/or damages for violations of the California Labor Code and
6 Business and Professions Code § 17200, *et seq.*, as follows:

7 **INTRODUCTION**

8 1. This action is within the Court’s jurisdiction under California Labor Code §§ 201-
9 204, 226, 226.7, 510, 558, 1194, 1197, 1197.1, and 2698, *et seq.*, the applicable Industrial
10 Welfare Commission (“IWC”) Wage Orders, and California Business and Professions Code §
11 17200, *et seq.* (“UCL”).

12 2. This Complaint challenges systemic illegal employment practices resulting in
13 violations of the California Labor Code, the applicable IWC Wage Orders, and the UCL against
14 employees of Defendants.

15 3. Plaintiff is informed and believes and based thereon alleges that Defendants
16 jointly and severally have acted intentionally and with deliberate indifference and conscious
17 disregard to the rights of all employees by: (1) failing to pay all overtime wages based on the
18 correct regular rate of pay; (2) failing to provide duty-free rest periods or pay rest break
19 premiums in lieu thereof; (3) failing to provide accurate itemized wage statements; and (4)
20 engaging in unfair business practices in violation of the California Labor Code, the applicable
21 IWC Wage Orders, and the UCL.

22 4. Plaintiff is informed and believes and based thereon alleges that Defendants have
23 engaged in, among other things a system of knowing and intentional violations of the California
24 Labor Code, the applicable IWC Wage Orders, and the UCL by creating and maintaining
25 policies, practices, and customs that knowingly deny employees the above stated rights and
26 benefits.

27 5. The policies, practices, and customs of Defendants described above and below
28 have resulted in unjust enrichment of Defendants and an unfair business advantage over

businesses that routinely adhere to the strictures of the California Labor Code and the California Business and Professions Code.

JURISDICTION AND VENUE

6. The Court has jurisdiction over the violations of the California Labor Code §§ 201-204, 226, 226.7, 510, 558, 1194, 1197, 1197.1, and 2698, *et seq.*, the applicable IWC Wage Orders, and the UCL.

7. Venue is proper in Riverside County, because Plaintiff and other employees worked for Defendants in this County.

PARTIES

8. Plaintiff was employed by Defendants as an hourly, non-exempt employee from about December 12, 2022, until on or about November 30, 2024. Plaintiff worked at one of Defendants' retail stores in Riverside County, California.

9. Plaintiff was and is a victim of the policies, practices, and customs of Defendants complained of in this action in ways that have deprived Plaintiff of the rights guaranteed by California Labor Code §§ 201-204, 226, 226.7, 510, 558, 1194, 1197, 1197.1, and 2698, *et seq.*, and the applicable IWC Wage Orders, and the UCL.

10. Plaintiff is informed and believes and based thereon alleges that Defendant PMG Retail, Inc. was and is a Nevada corporation doing business in the State of California, including the County of Riverside. Plaintiff is informed and believes and based thereon alleges that PMG Retail, Inc. is a retailer of adult novelty products.

11. Plaintiff is informed and believes and based thereon alleges that at all times herein mentioned Defendant and Does through 50 are and were business entities, individuals, and partnerships, licensed to do business and actually doing business in the State of California.

12. As such, and based upon all the facts and circumstances incident to Defendants' business in California, Defendants are subject to California Labor Code §§ 201-204, 226, 226.7, 510, 558, 1194, 1197, 1197.1, and 2698, *et seq.*, and the applicable IWC Wage Orders, and the UCL.

13. Plaintiff does not know the true names or capacities, whether individual, partner,

1 or corporate, of the Defendants sued herein as Does 1 through 50, inclusive, and for that reason,
2 said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this
3 Complaint when the true names and capacities are known. Plaintiff is informed and believes and
4 based thereon alleges that each of said fictitious Defendants was responsible in some way for the
5 matters alleged herein and proximately caused Plaintiff and members of the general public and
6 Class to be subject to the illegal employment practices, wrongs, and injuries complained of
7 herein.

8 14. At all times herein mentioned, each of said Defendants participated in the doing
9 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
10 Defendants, and each of them, were the agents, servants, and employees of each of the other
11 Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were
12 acting within the course and scope of said agency and employment.

13 15. Plaintiff is informed and believes and based thereon alleges that at all times
14 material hereto, each of the Defendants named herein was the agent, employee, alter ego, and/or
15 joint venturer of, or working in concert with each of the other co-Defendants and was acting
16 within the course and scope of such agency, employment, joint venture, or concerted activity. To
17 the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the
18 remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
19 Defendants.

20 16. At all times herein mentioned, Defendants, and each of them, were members of,
21 and engaged in, a joint venture, partnership, and common enterprise, and acting within the course
22 and scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

23 17. At all times herein mentioned, the acts and omissions of various Defendants, and
24 each of them, concurred and contributed to the various acts and omissions of each and all of the
25 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
26 herein mentioned, Defendants, and each of them, ratified each and every act or omission
27 complained of herein. At all times herein mentioned, the Defendants, and each of them, aided
28 and abetted the acts and omissions of each and all of the other Defendants in proximately causing

1 the damages as herein alleged.

2 **CLASS ACTION ALLEGATIONS**

3 18. **Definition:** The named individual Plaintiff seeks class certification, pursuant to
4 California Code of Civil Procedure § 382 of the following classes (together, the “Class” or
5 “Class Members”):

6 a. All current and former non-exempt employees of Defendants in the State
7 of California who worked overtime and earned non-discretionary remuneration, including
8 without limitation, commissions, during the same period, at any time during February 18, 2021,
9 to the present (the “Overtime Regular Rate Class”); and

10 b. All current and former non-exempt employees of Defendants in the State
11 of California who worked three and one-half (3.5) hours or more in any shift, at any time during
12 the period of February 18, 2021, through the present (the “Rest Period Class”).

13 19. **Numerosity and Ascertainability:** The members of the Class are so numerous
14 that joinder of all members would be impractical, if not impossible. The identities of the
15 members of the Class are readily ascertainable by review of Defendants’ records, including
16 payroll records. Plaintiff is informed and believes and based thereon alleges that Defendants: (1)
17 failed to pay all overtime wages based on the correct regular rate of pay, in violation of Labor
18 Code §§ 201-204, 510, 558, 1194, 1197, and 1197.1; (2) failed to provide duty-free rest periods
19 or pay rest break premiums in lieu thereof, in violation of Labor Code §§ 201-203 and 226.7; (3)
20 failed to provide accurate itemized wage statements, in violation of Labor Code § 226; and (4)
21 engaged in unfair business practices in violation of the California Labor Code, the applicable
22 IWC Wage Orders, and the UCL.

23 20. **Adequacy of Representation:** The named Plaintiff is fully prepared to take all
24 necessary steps to represent fairly and adequately the interests of the Class defined above.
25 Plaintiff’s attorneys are ready, willing, and able to fully and adequately represent the Class and
26 individual Plaintiff. Plaintiff’s attorneys have prosecuted and settled wage-and-hour class actions
27 in the past and currently have a number of wage-and-hour class actions pending in California
28 courts.

1 21. Defendants uniformly administered a corporate policy, practice of: (1) failing to
2 pay all overtime wages based on the correct regular rate of pay, in violation of Labor Code §§
3 201-204, 510, 558, 1194, 1197, and 1197.1; (2) failing to provide duty-free rest periods or pay
4 rest break premiums in lieu thereof, in violation of Labor Code §§ 201-203 and 226.7; (3) failing
5 to provide accurate itemized wage statements, in violation of Labor Code § 226; and (4)
6 engaging in unfair business practices in violation of the California Labor Code, the applicable
7 IWC Wage Orders, and the UCL.

8 22. **Common Question of Law and Fact:** There are predominant common questions
9 of law and fact and a community of interest amongst Plaintiff and the claims of the Class
10 concerning Defendants' policy and practice of: (1) failing to pay all overtime wages based on the
11 correct regular rate of pay, in violation of Labor Code §§ 201-204, 510, 558, 1194, 1197, and
12 1197.1; (2) failing to provide duty-free rest periods or pay rest break premiums in lieu thereof, in
13 violation of Labor Code §§ 201-203 and 226.7; (3) failing to provide accurate itemized wage
14 statements, in violation of Labor Code § 226; and (4) engaging in unfair business practices in
15 violation of the California Labor Code, the applicable IWC Wage Orders, and the UCL.

16 23. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the
17 Class in that Plaintiff has suffered the harm alleged in this Complaint in a similar and typical
18 manner as Class Members. Like other members of the Class, Plaintiff regularly earned non-
19 discretionary remuneration, such as commissions. As these items are non-discretionary forms of
20 remuneration, they should have been included in the regular rate of pay for purposes of paying
21 overtime wages. However, whenever Defendants paid Plaintiff overtime wages during periods
22 in which she also earned such non-discretionary remuneration, the overtime wages were not paid
23 at 1.5 times the regular rate of pay. Rather, Defendants paid Plaintiff and Class Members
24 overtime based on the base rate of pay, without factoring in any non-discretionary remuneration.
25 Therefore, Defendants owe Plaintiff and Class Members additional overtime pay. In addition,
26 Defendants required Plaintiff and Class Members to remain on work premises during rest breaks.
27 As they remained subject to Defendants' control, Plaintiff and Class Members were not provided
28 with duty-free rest breaks as required by law. Defendants did not pay Plaintiff and Class

Members premium wages for the on-duty rest breaks. Moreover, Defendants did not pay all overtime wages and rest break premiums to employees upon separation from employment. Finally, as a result of Defendants' violations above, the wage statements issued to Plaintiff failed to identify the correct gross wages earned, net wages earned, and correct hourly rates of pay. As such, Plaintiff is a member of the Class and has suffered the alleged violations of California Labor Code §§ 201-204, 226, 226.7, 510, 558, 1194, 1197, and 1197.1, the applicable IWC Wage Orders, and the UCL.

24. The California Labor Code and upon which Plaintiff bases these claims is broadly remedial in nature. These laws and labor standards serve an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment.

25. The nature of this action and the format of laws available to Plaintiff and members of the Class identified herein make the class action format a particularly efficient and appropriate procedure to redress the wrongs alleged herein. If each employee were required to file an individual lawsuit, the corporate Defendants would necessarily gain an unconscionable advantage since it would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Requiring each Class Member to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damage to their careers at subsequent employment.

26. The prosecution of separate actions by the individual Class Members, even if possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect to individual Class Members against the Defendants and which would establish potentially incompatible standards of conduct for the Defendants, and/or (b) adjudications with respect to individual Class Members which would, as a practical matter, be dispositive of the interest of the

1 other Class Members not parties to the adjudications or which would substantially impair or
2 impede the ability of the Class Members to protect their interests. Further, the claims of the
3 individual members of the Class are not sufficiently large to warrant vigorous individual
4 prosecution considering all of the concomitant costs and expenses.

5 27. Such a pattern, practice, and uniform administration of corporate policy regarding
6 illegal employee compensation described herein is unlawful and creates an entitlement to
7 recovery by the Plaintiff and the Class identified herein, in a civil action, for unpaid overtime and
8 unpaid rest period premium pay, including interest thereon, applicable penalties, reasonable
9 attorneys' fees, and costs of suit according to the mandate of California Labor Code §§ 226 and
10 1194 and Code of Civil Procedure § 1021.5.

11 28. Proof of a common business practice or factual pattern, which the named Plaintiff
12 experienced and is a representative of, will establish the right of each of the members of the
13 Class to recovery on the causes of action alleged herein.

14 29. The Class is commonly entitled to a specific fund with respect to the
15 compensation illegally and unfairly retained by Defendants. The Class is commonly entitled to
16 restitution of those funds being improperly withheld by Defendants. This action is brought for
17 the benefit of the entire Class and will result in the creation of a common fund.

18 **FIRST CAUSE OF ACTION**

19 **VIOLATION OF LABOR CODE §§ 510, 558, 1194, 1197, AND 1197.1**
20 **(BY PLAINTIFF AND THE OVERTIME REGULAR RATE CLASS AGAINST ALL**
21 **DEFENDANTS)**

22 30. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
23 though fully set forth herein.

24 31. At all relevant times, Defendants were required to compensate their employees
25 proper overtime wages for overtime hours worked pursuant to California Labor Code §§ 510,
26 558, and 1194. Plaintiff and the Class were and are employed by Defendants as non-exempt
27 employees and thus, Plaintiff and the Class are entitled to overtime wages. During their
28 employment with Defendants, Plaintiff and the Class worked overtime hours. Specifically,

1 Plaintiff and the Class worked more than 8 hours in a workday and/or 40 hours in a workweek,
2 without being paid the proper amount of overtime pay.

3 32. During their employment with Defendants, including during pay periods wherein
4 Plaintiff and the Class worked overtime, Plaintiff and the Class also earned additional non-
5 discretionary remuneration, including without limitation, commissions, in the same period.
6 Defendants, as a corporate-wide practice and policy, did not calculate and/or factor such
7 remuneration into the regular rate of pay for purposes of calculating and paying overtime pay,
8 and as such, owe Plaintiff and the Class additional overtime pay. Defendants underpaid overtime
9 wages to Plaintiff and the Class.

10 33. Plaintiff is informed and believes and based thereon alleges that Defendants'
11 policy and practice of requiring overtime work and not paying for said work according to the
12 overtime mandates of California law is, and at all times herein mentioned was, in violation of
13 California Labor Code §§ 510 and 1194 and the IWC Wage Order(s). Defendants' employment
14 policies and practices wrongfully and illegally failed to compensate Plaintiff the Class for
15 overtime compensation earned as required by California law.

16 34. Such a pattern, practice, and uniform administration of corporate policy regarding
17 illegal employee compensation as described herein is unlawful and creates an entitlement to
18 recovery by Plaintiff and the Class in a civil action, for the unpaid balance of the full amount of
19 overtime premiums owing, including interest thereon, penalties, attorneys' fees, and costs of suit
20 according to the mandate of California Labor Code §§ 510, 1194, and 1197.1.

21 35. Plaintiff is informed and believes and based thereon alleges that Defendant
22 willfully failed to pay employees proper compensation for all hours worked. Plaintiff is informed
23 and believes and based thereon alleges that Defendants' willful failure to provide all wages due
24 and owing upon separation from employment results in a continued payment of wages up to
25 thirty (30) days from the time the wages were due. Therefore, Plaintiff and other members of the
26 Class who have separated from employment are entitled to compensation pursuant to Labor
27 Code §§ 201-203.

28 ///

1 **SECOND CAUSE OF ACTION**

2 **VIOLATION OF LABOR CODE § 226.7**

3 **(BY PLAINTIFF AND THE REST PERIOD CLASS AGAINST ALL DEFENDANTS)**

4 36. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
5 though fully set forth herein.

6 37. This cause of action is brought pursuant to Labor Code § 226.7, which requires an
7 employer to provide a duty-free, 10-minute rest period for every 4 hours worked, or major
8 fraction thereof.

9 38. Plaintiff and other Class Members regularly worked shifts of three and one-half
10 (3.5) hours or more per day, and accordingly had a right to take a 10-minute rest period each day.
11 Furthermore, Plaintiff and other Class Members who worked shifts of seven and one-half (7.5)
12 hours or more per day had a right to take a second 10-minute rest period.

13 39. At all relevant times, Defendants failed in their affirmative obligation to provide
14 Plaintiff and other Class Members with the opportunity to take rest periods in accordance with
15 the mandate of the California Labor Code and the applicable IWC Wage Order. As a pattern and
16 practice, Defendants required Plaintiff and Class Members to remain on work premises during
17 rest periods, subject to Defendant's control. As a result, Plaintiff and Class Members remained
18 on-duty during these purported rest breaks and Defendants are responsible for paying premium
19 compensation for missed rest breaks pursuant to Labor Code § 226.7.

20 40. Such a pattern, practice, and uniform administration of corporate policy as
21 described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class in a
22 civil action, for the unpaid balance of the unpaid premium compensation pursuant to California
23 Labor Code § 226.7 and the applicable IWC Wage Order, including interest thereon, penalties,
24 and costs of suit.

25 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants'
26 willful failure to provide all rest period premium wages due and owing to Plaintiff and Class
27 Members upon separation of employment results in a continued payment of wages up to thirty
28 (30) days from the time the wages were due. Therefore, Plaintiff and Class Members who have

1 separated from employment are entitled to compensation pursuant to Labor Code § 203.

2 **THIRD CAUSE OF ACTION**

3 **VIOLATION OF LABOR CODE § 226**

4 **(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)**

5 42. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
6 though fully set forth herein.

7 43. Defendants, as a matter of policy and practice, did not provide accurate itemized
8 wage statements to Class Members, in violation of Labor Code § 226(a).

9 44. As a result of Defendants' overtime and rest period violations, as identified above,
10 the wage statements issued to Plaintiff and Class Members failed to identify the correct gross
11 wages earned, net wages earned, and correct hourly rates of pay, in violation of Labor Code §
12 226(a)(1), (5), and (9).

13 45. The issuance of inaccurate wage statements caused actual injury to Plaintiff and
14 Class Members, as they were not able to accurately calculate their wages.

15 46. Such a pattern, practice, and uniform administration of corporate policy as
16 described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class, in
17 a civil action, for all damages or penalties pursuant to Labor Code § 226, including interest
18 thereon, attorneys' fees, and costs of suit according to the mandate of California Labor Code §
19 226.

20 **FOURTH CAUSE OF ACTION**

21 **VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200, *ET SEQ.***

22 **(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)**

23 47. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
24 though fully set forth herein.

25 48. Defendants, and each of them, have engaged and continue to engage in unfair and
26 unlawful business practices in California by practicing, employing, and utilizing the employment
27 practices outlined above, include, to wit, by: (a) failing to pay all overtime wages based on the
28 correct regular rate of pay; and (b) failing to provide duty-free rest periods or pay rest break

1 premiums in lieu thereof.

2 49. Defendants' utilization of such unfair and unlawful business practices constitutes
3 unfair, unlawful competition and provides an unfair advantage over Defendants' competitors.

4 50. Plaintiff seeks individually and on behalf of other members of the Class similarly
5 situated, full restitution of monies, as necessary and according to proof, to restore any and all
6 monies withheld, acquired and/or converted by the Defendants by means of the unfair practices
7 complained of herein. Specifically, Plaintiff seeks restitution for underpaid overtime and unpaid
8 rest break premium wages.

9 51. Plaintiff is informed and believes and based thereon alleges that at all times herein
10 mentioned Defendants have engaged in unlawful, deceptive, and unfair business practices, as
11 proscribed by California Business and Professions Code § 17200, *et seq.*, including those set
12 forth herein above thereby depriving Plaintiff and other members of the Class the minimum
13 working condition standards and conditions due to them under the California laws and the
14 applicable IWC Wage Orders as specifically described therein.

15 **FIFTH CAUSE OF ACTION**

16 **VIOLATION OF LABOR CODE § 2698, *ET SEQ.***

17 **(BY PLAINTIFF AND AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS)**

18 52. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as
19 though fully set forth herein.

20 53. Plaintiff brings this cause of action as a proxy for the State of California and in
21 this capacity, seeks penalties on behalf of all Aggrieved Employees in the State of California
22 from December 9, 2023, through the present, for Defendants' violations of Labor Code §§ 201-
23 204, 226, 226.7, 510, 558, 1194, 1197, and 1197.1, arising from Defendants' failure to: (a) pay
24 all overtime wages based on the correct regular rate of pay; (b) provide duty-free rest periods or
25 pay rest break premiums in lieu thereof; (c) pay all wages owed to separated employees at
26 separation of employment; and (d) provide accurate itemized wage statements.

27 54. On or about December 9, 2024, Plaintiff sent written notice to the California
28 Labor & Workforce Development Agency ("LWDA") of Defendants' violations of Labor Code

§§ 201-204, 226, 226.7, 510, 558, 1194, 1197, and 1197.1 pursuant to the PAGA. In addition to the LWDA, Plaintiff also sent her notice to Defendants via certified mail pursuant to Labor Code § 2699.3.

55. On January 10, 2025, Defendant submitted to the LWDA a notice of cure proposal regarding its purported attempts and/or proposal to cure the Labor Code violations specified in Plaintiff's written PAGA notice. The LWDA thereafter set a cure conference to be held on February 24, 2025.

56. Plaintiff submitted a letter disputing Defendant's notice of cure proposal on February 14, 2025.

57. On February 21, 2025, the LWDA provided notice to the Parties of its decision on Defendant's notice of cure proposal. Specifically, the LWDA found that Defendant was not eligible for the administrative cure process under the PAGA reform, as Defendant employed more than 100 employees during the one-year period preceding the filing of Plaintiff's written PAGA notice (Labor Code § 2699.3, subd. (c)(2)(A)). As such, the LWDA cancelled the February 24, 2025 cure conference. Pursuant to the PAGA, Plaintiff may thus proceed with her PAGA claim to seek penalties for Defendants' violations of Labor Code §§ 201-204, 226, 226.7, 510, 558, 1194, 1197, and 1197.1.

58. As such, pursuant to Labor Code § 2699(a), Plaintiff seeks recovery of any and all applicable civil penalties for Defendants' violations of Labor Code §§ 201-204, 226, 226.7, 510, 558, 1194, 1197, and 1197.1, for the time period described above, on behalf of herself and other Aggrieved Employees.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment individually and all others on whose behalf this suit is brought against Defendants, jointly and severally, as follows:

1. For an order certifying the proposed Class;
2. For an order appointing Plaintiff as the representative of the Class as described herein;
3. For an order appointing counsel for Plaintiff as Class counsel;

1 4. Upon the First Cause of Action, for damages and/or penalties pursuant to
2 California Labor Code §§ 201-204, 510, 558, 1194, 1197, and 1197.1, and for costs and
3 attorneys' fees;

4 5. Upon the Second Cause of Action, for damages and/or penalties pursuant to
5 California Labor Code §§ 201-204 and 226.7, and for costs and attorneys' fees;

6 6. Upon the Third Cause of Action, for damages and/or penalties pursuant to
7 California Labor Code § 226, and for costs and attorneys' fees;

8 7. Upon the Fourth Cause of Action, for restitution to Plaintiff and other similarly
9 affected members of the general public of all funds unlawfully acquired by Defendants by means
10 of any acts or practices declared by this Court to be in violation of Business and Professions
11 Code § 17200 *et seq.*, and for costs and attorneys' fees;

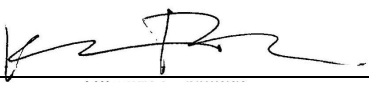
12 8. Upon the Fifth Cause of Action, for the full amount of penalties pursuant to
13 California Labor Code §§ 201- 204, 226, 226.7, 510, 558, 1194, 1197, 1197.1 and 2698, *et seq.*
14 and for costs and attorneys' fees; and

15 9. On all causes of action, for attorneys' fees and costs as provided by California
16 Labor Code §§ 218.5, 226, and 1194, and Code of Civil Procedure § 1021.5; and

17 10. Such other and further relief as the Court may deem just and proper.

18
19 DATED: March 26, 2025

DIVERSITY LAW GROUP, P.C.

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21 By: 
22 Larry W. Lee
23 Mai Tulyathan
24 Attorneys for Plaintiff, the Class, and Aggrieved
25 Employees