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County of San Diego
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Clerk of the Superior Court
By C. Preston ,Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

STEVEN MORALES, as an individual and on behalf of all others similarly situated,

Plaintiff,

vs.

A TO Z ENTERPRISES, INC., a Delaware corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 26CU058026C

[Assigned for all purposes to the Hon. Matthew C. Braner, Department C-60]

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT FOR:

(1) VIOLATION OF LABOR CODE §§ 226.7 AND 512;
(2) VIOLATION OF LABOR CODE § 226.7;
(3) VIOLATION OF LABOR CODE § 226;
(4) VIOLATION OF LABOR CODE §§ 201-203;
(5) VIOLATION OF BUSINESS AND PROFESSIONS CODE §17200, *ET SEQ.*; and
(6) VIOLATION OF LABOR CODE § 2698, *ET SEQ.*

DEMAND OVER $35,000.00

Complaint Filed: October 7, 2026
Trial Date: None

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Attorneys for Plaintiff, the Class, and Aggrieved Employees

Plaintiff Steven Morales ("Plaintiff") hereby submits this First Amended Class and Representative Action Complaint ("Complaint") against Defendant A to Z Enterprises, Inc. ("Defendant" or the "Company"), and Does 1 through 50 (hereinafter collectively referred to as "Defendants"), individually and on behalf of all other similarly situated current and former employees of Defendants for penalties and/or damages for violations of the California Labor Code and Business and Professions Code § 17200, *et seq.*, as follows:

INTRODUCTION

1. This action is within the Court's jurisdiction under California Labor Code §§ 201-203, 226, 226.7, 512, and 2698, *et seq.*, the applicable Industrial Welfare Commission ("IWC") Wage Orders, and the California Unfair Competition Law (the "UCL"), California Business and Professions Code § 17200, *et seq*.

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

3. Plaintiff is informed and believes and based thereon alleges that Defendants, jointly and severally, have acted intentionally and with deliberate indifference and conscious disregard to the rights of all employees by failing to provide proper off-duty meal and rest breaks and pay the requisite premium compensation, failing to pay all wages owed upon separation of employment, failing to provide accurate itemized wage statements, and engaging in unfair business practices in violation of the California Labor Code, the applicable IWC Wage Orders, and the UCL.

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

5. The policies, practices, and customs of Defendants described above and below 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 UCL.

JURISDICTION AND VENUE

6. The Court has jurisdiction over the violations of the California Labor Code §§ 201-203, 226, 226.7, 512, and 2698, *et seq.*, the applicable IWC Wage Orders, and the UCL.

7. Venue is proper in San Diego 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 on or about June 10, 2026, to about July 7, 2026. Plaintiff worked as a Tow Truck Driver for Defendants in San Diego, 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 §§ 201-203, 226, 226.7, 512, and 2698, *et seq.*, the applicable IWC Wage Orders, and the UCL.

10. Plaintiff is informed and believes and based thereon alleges that Defendant A to Z Enterprises, Inc. was and is a Delaware corporation doing business in the State of California, including the County of San Diego. Plaintiff is informed and believes and based thereon alleges that Defendant A to Z Enterprises, Inc. is a business that provides towing and storage services.

11. Plaintiff is informed and believes and based thereon alleges that at all times herein mentioned Defendant and Does 1 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 §§ 201-203, 226, 226.7, 512, and 2698, *et seq.*, the applicable IWC Wage Orders, and the UCL.

13. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the Defendants sued herein as Does 1 through 50, inclusive, and for that reason, said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this Complaint when the true names and capacities are known. Plaintiff is informed and believes and based thereon alleges that each of said fictitious Defendants was responsible in some way for the

matters alleged herein and proximately caused Plaintiff and members of the general public and Class to be subject to the illegal employment practices, wrongs, and injuries complained of herein.

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

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

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

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

CLASS ACTION ALLEGATIONS

18. **Definition:** The named individual Plaintiff seeks class certification, pursuant to California Code of Civil Procedure § 382 of the following classes (collectively, the "Class" or

"Class Members"):

a. All current and former non-exempt tow drivers of Defendants in the State of California who worked more than five (5) hours during any shift at any time from October 7, 2022, to the present ("Meal Break Class");

b. All current and former non-exempt tow drivers of Defendants in the State of California who worked three and one-half (3.5) hours or more during any shift at any time from October 7, 2022, to the present ("Rest Break Class");

c. All current and former employees of Defendants in the State of California who were paid wages at any time from October 7, 2025, to the present ("Wage Statement Class"); and

d. All former employees of Defendants in the State of California at any time from October 7, 2023, to the present ("Late Pay Class").

19. **Numerosity and Ascertainability:** The members of the Class are so numerous that joinder of all members would be impractical, if not impossible. The identities of the members of the Class are readily ascertainable by review of Defendants' records, including payroll records. Plaintiff is informed and believes and based thereon alleges that Defendants: (a) failed to provide off-duty meal periods and/or pay the requisite meal period premium wages for said meal period violations, in violation of Labor Code §§ 201-203, 226.7, and 512; (b) failed to provide off-duty rest periods and/or pay the requisite rest period premium wages for said rest period violations, in violation of Labor Code §§ 201-203 and 226.7; (c) failed to pay all wages owed upon separation of employment, in violation of Labor Code §§ 201-203; (d) failed to provide accurate itemized wage statements, in violation of Labor Code § 226; and (e) engaged in unfair business practices in violation of the California Labor Code, the applicable IWC Wage Orders, and the UCL.

20. **Adequacy of Representation:** The named Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the Class defined above. Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the Class and individual Plaintiff. Plaintiff's attorneys have prosecuted and settled wage-and-hour class actions

in the past and currently have a number of wage-and-hour class actions pending in California courts.

21. Defendants uniformly administered a corporate policy, practice of: (a) failing to provide off-duty meal periods and/or pay the requisite meal period premium wages for said meal period violations, in violation of Labor Code §§ 201-203, 226.7, and 512; (b) failing to provide off-duty rest periods and/or pay the requisite rest period premium wages for said rest period violations, in violation of Labor Code §§ 201-203 and 226.7; (c) failing to pay all wages owed upon separation of employment, in violation of Labor Code §§ 201-203; (d) failing to provide accurate itemized wage statements, in violation of Labor Code § 226; and (e) engaging in unfair business practices in violation of the California Labor Code, the applicable IWC Wage Orders, and the UCL.

22. **Common Question of Law and Fact:** There are predominant common questions of law and fact and a community of interest amongst Plaintiff and the claims of the Class concerning Defendants' policy and practice of: (a) failing to provide off-duty meal periods and/or pay the requisite meal period premium wages for said meal period violations, in violation of Labor Code §§ 201-203, 226.7, and 512; (b) failing to provide off-duty rest periods and/or pay the requisite rest period premium wages for said rest period violations, in violation of Labor Code §§ 201-203 and 226.7; (c) failing to pay all wages owed upon separation of employment, in violation of Labor Code §§ 201-203; (d) failing to provide accurate itemized wage statements, in violation of Labor Code § 226; and (e) engaging in unfair business practices in violation of the California Labor Code, the applicable IWC Wage Orders, and the UCL.

23. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the Class in that Plaintiff has suffered the harm alleged in this Complaint in a similar and typical manner as Class Members. As with other tow drivers in the Class, Plaintiff was required to work through his entire shift without receiving proper off-duty meal and rest breaks. Defendants required Plaintiff and Class Members to work through their entire shifts by keeping their radios on and being required to respond to calls during breaks. Plaintiff was not paid meal and rest period premium wages in lieu of missed, interrupted, or late meal and rest breaks. As a result of

said violations, the wage statements issued to Plaintiff failed to reflect the accurate gross and net wages paid and hourly rate of pay for the unpaid meal and rest period premium wages. As with other employees in the Class, Plaintiff also received wage statements that failed to identify the legal name and address of the employer. In addition, Defendants violated Labor Code §§ 201-203 by failing to timely pay all wages owed upon separation of employment, including both regular wages and unpaid meal and rest period premium wages. Specifically, Plaintiff's employment ended on or about July 7, 2026, and did not receive his final wages more than 30 days later. Thus, Plaintiff is a member of the Class and has suffered the alleged violations of California Labor Code §§ 201-203, 226, 226.7, and 512, and the applicable IWC Wage Orders.

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

27. Such a pattern, practice, and uniform administration of corporate policy regarding illegal employee compensation described herein is unlawful and creates an entitlement to recovery by the Plaintiff and the Class identified herein, in a civil action, for all applicable penalties and damages, reasonable attorneys' fees, and costs of suit according to the mandate of California Labor Code §§ 218.5 and 226 and Code of Civil Procedure § 1021.5.

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

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

FIRST CAUSE OF ACTION

VIOLATION OF LABOR CODE §§ 226.7 AND 512

(BY PLAINTIFF AND THE MEAL BREAK CLASS AGAINST ALL DEFENDANTS)

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

31. This cause of action is brought pursuant to Labor Code §§ 226.7 and 512, which require an employer to provide a duty-free, 30-minute meal period within the first five (5) hours for shifts in excess of five (5) hours per day.

32. Plaintiff and Class Members regularly worked in excess of five (5) hours per day and accordingly had a right to take a 30-minute meal period each day worked in excess of five

(5) hours.

33. At all relevant times, Defendants failed in their affirmative obligation to ensure that Plaintiff and Class Members had the opportunity to take and were provided with off-duty meal periods in accordance with the mandate of the California Labor Code and the applicable IWC Wage Order. At all relevant times, Plaintiff and Class Members were suffered and permitted to work through legally required meal breaks and were denied the opportunity to take their off-duty meal breaks.

34. As such, Plaintiff and Class Members were denied legally compliant off-duty meal periods, and thus Defendants are responsible for paying premium compensation pursuant to Labor Code §§ 226.7 and 512 and the applicable IWC Wage Order. Labor Code § 226.7(c) provides that "the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided." Defendants, as a matter of corporate policy and procedure, regularly failed to pay such premium compensation for each 30-minute duty-free meal period Plaintiff and Class Members missed.

35. As a pattern and practice, Defendants regularly required employees to work through their meal periods without proper compensation and denied Plaintiff and other employees the right to take proper meal periods as required by law.

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

37. Plaintiff is informed and believes, and based thereon alleges, that Defendants' willful failure to provide all meal period premium wages due and owing to Plaintiff and Class Members upon separation of employment results in a continued payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and Class Members who have separated from employment are entitled to compensation pursuant to Labor Code § 203.

SECOND CAUSE OF ACTION

VIOLATION OF LABOR CODE § 226.7

(BY PLAINTIFF AND THE REST BREAK CLASS AGAINST ALL DEFENDANTS)

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

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

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

41. At all relevant times, Defendants failed in their affirmative obligation to ensure that Plaintiff and Class Members had the opportunity to take and were provided with off-duty rest periods in accordance with the mandate of the California Labor Code and the applicable IWC Wage Order. At all relevant times, Plaintiff and Class Members were suffered and permitted to work through legally required rest breaks and were denied the opportunity to take their off-duty test breaks.

42. As such, Plaintiff and Class Members were denied legally compliant off-duty rest periods, and thus Defendants are responsible for paying premium compensation pursuant to Labor Code §§ 226.7 and 512 and the applicable IWC Wage Order. Labor Code § 226.7(c) provides that "the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided." Defendants, as a matter of corporate policy and procedure, regularly failed to pay such premium compensation for each rest period Plaintiff and Class Members missed.

43. As a pattern and practice, Defendants regularly required employees to work through their rest periods without proper compensation and denied Plaintiff and other employees the right to take proper rest periods as required by law.

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

45. Plaintiff is informed and believes, and based thereon alleges, that Defendants' willful failure to provide all rest period premium wages due and owing to Plaintiff and Class Members upon separation of employment results in a continued payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and Class Members who have separated from employment are entitled to compensation pursuant to Labor Code § 203.

THIRD CAUSE OF ACTION

VIOLATION OF LABOR CODE § 226(a)

(BY PLAINTIFF, THE MEAL BREAK CLASS, THE REST BREAK CLASS, AND THE WAGE STATEMENT CLASS AGAINST ALL DEFENDANTS)

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

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

48. As a result of Defendants' violations, as identified above, the wage statements issued to Plaintiff, Meal Break Class Members, and Rest Break Class Members failed to identify the correct gross wages earned, net wages earned, hourly rates of pay, hours worked, and premium pay, in violation of Labor Code § 226(a).

49. In addition, Defendants also failed to issue accurate itemized wage statements to Plaintiff and the Wage Statement Class Members. In this regard, the respective wage statements issued to Plaintiff and the Wage Statement Class Members failed to identify the name and address of the employer, in violation of Labor Code § 226(a).

50. The issuance of inaccurate wage statements caused actual injury to Plaintiff and Class Members, as they were not able to accurately calculate and/or verify their wages.

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

FOURTH CAUSE OF ACTION

VIOLATION OF LABOR CODE §§ 201-203

(BY PLAINTIFF AND THE LATE PAY CLASS AGAINST ALL DEFENDANTS)

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

53. Labor Code § 203 provides that if an employer willfully fails to pay wages owed in accordance with Labor Code §§ 201 and 202, then the wages of the employee shall continue as a penalty from the due date, and at the same rate until paid, but the wages shall not continue for more than thirty (30) days.

54. Labor Code § 201 provides if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

55. Labor Code § 202 provides that an employee is entitled to receive all unpaid wages no later than 72 hours after an employee quits his or her employment, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

56. Defendants failed to timely pay all wages owed upon Plaintiff's and Class Members' separation of employment. Plaintiff and Class Members did not receive all wages owed within the time periods required by law. As such, Plaintiff and Class Members have not been paid all final wages due upon termination.

57. Defendants willfully failed to pay Plaintiff and Class Members all wages due, as alleged hereinabove and hereinafter, upon the termination of their employment within the times prescribed by Labor Code §§ 201 and 202 and are therefore subject to a waiting time penalty. Plaintiff and Class Members are entitled to recover from Defendants the statutory penalty for

each day they were not paid at their regular hourly rate of pay, up to a thirty (30) day maximum pursuant to California Labor Code § 203.

FIFTH CAUSE OF ACTION

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

(BY PLAINTIFF, THE MEAL BREAK CLASS, AND THE REST BREAK CLASS AGAINST ALL DEFENDANTS)

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

59. Defendants, and each of them, have engaged and continue to engage in unfair and unlawful business practices in California by practicing, employing, and utilizing the employment practices outlined above, include, to wit, by: (a) failing to provide off-duty meal periods and/or pay the requisite meal period premium wages for said meal period violations; and (b) failing to provide off-duty rest periods and/or pay the requisite rest period premium wages for said rest period violations.

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

61. Plaintiff seeks individually and on behalf of other members of the Class similarly situated, full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by the Defendants by means of the unfair practices complained of herein. Specifically, Plaintiff seeks restitution for unpaid meal and rest break premium wages and late payment of final wages.

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

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SIXTH CAUSE OF ACTION

VIOLATION OF LABOR CODE § 2698, *ET SEQ.* (PAGA)

(BY PLAINTIFF AND AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS)

63. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set for herein.

64. Plaintiff brings this cause of action as a proxy for the State of California and in this capacity, seeks penalties on behalf of all Aggrieved Employees from August 28, 2025, through the present, for Defendants' violations of Labor Code §§ 201-203, 226, 226.7, 512, and 2698, *et seq*., based on the violations alleged above. As stated herein, Defendants failed to authorize and permit duty-free meal and rest periods or pay meal and/or rest period premiums in lieu thereof, failed to pay all wages upon separation of employment, and failed to furnish accurate itemized wage statements.

65. Under Labor Code § 2699(c), Plaintiff is an "aggrieved employee," as one or more of the alleged violations were committed against Plaintiff as an employee of Defendants.

66. On or about August 28, 2026, Plaintiff submitted his written notice to the Labor & Workforce Development Agency ("LWDA") of specific facts and theories for Defendants' above violations. Plaintiff simultaneously sent written notice of same to Defendants via certified mail. As of the date of the filing of this Complaint, the LWDA has not provided written notice as to whether it intends to investigate the Labor Code violations set forth in Plaintiff's written notice and, thus, allowing Plaintiff to proceed under PAGA against Defendants for said violations. Therefore, Plaintiff may seek all applicable penalties under the PAGA.

67. As such, pursuant to Section 2699, Plaintiff seeks recovery of all applicable penalties under the PAGA for Defendants' violations above against all Aggrieved Employees for the period described above, including without limitation, civil penalties under Labor Code § 2699, any remedies under Labor Code § 226.3, and for costs and attorneys' fees.

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;

4. Upon the First Cause of Action, for damages and/or penalties pursuant to California Labor Code §§ 201-203, 226.7, and 512, and for costs and attorneys' fees;

5. Upon the Second Cause of Action, for damages and/or penalties pursuant to California Labor Code §§ 201-203 and 226.7, and for costs and attorneys' fees;

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

7. Upon the Fourth Cause of Action, for damages or penalties pursuant to Labor Code §§ 201-203, and for costs and attorneys' fees;

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

9. Upon the Sixth Cause of Action, for penalties pursuant to the PAGA, and for costs and attorneys' fees;

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

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

DATED: November 5, 2026

DIVERSITY LAW GROUP, P.C.

By:_____

Larry W. Lee
Mai Tulyathan
Attorneys for Plaintiff, the Class, and Aggrieved Employees