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Superior Court of California,
County of San Diego

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Clerk of the Superior Court
By Valeria Contreras, Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

ATEFEH YOUSEFI, as an individual and
on behalf of all others similarly situated,

Plaintiffs,

vs.

U.S. BANK NATIONAL ASSOC,
business entity form unknown; and DOES
1 through 50, inclusive,

Defendants.

Case No.: 37-2020-00022823-CU-OE-CTL

**CLASS AND REPRESENTATIVE ACTION
COMPLAINT FOR DAMAGES FOR:**

- (1) VIOLATION OF CAL. LABOR CODE
§§ 510 AND 1194;**
- (2) VIOLATION OF CAL. LABOR CODE
§§ 201-203;**
- (3) VIOLATION OF CAL. LABOR CODE §
226;**
- (4) VIOLATION OF BUSINESS AND
PROFESSIONS CODE § 17200, *ET*
SEQ.; AND**
- (5) VIOLATION OF CAL. LABOR CODE
§§ 2698, *ET SEQ.***

DEMAND OVER \$25,000.00

1 Plaintiff Atefeh Yousefi (“Plaintiff”) hereby submits this Class and Representative
2 Action Complaint (“Complaint”) against Defendant U.S. Bank National Assoc (“Defendant”)
3 and Does 1 through 50 (hereinafter collectively referred to as “Defendants”), on behalf of herself
4 and a class of all other similarly situated current and former employees of Defendants for
5 penalties and/or damages under the California Labor Code and California Business and
6 Professions Code as follows:

7 **INTRODUCTION**

8 1. This class and representative action is within the Court’s jurisdiction under
9 California Labor Code sections 201-203, 226, 246, 510, 1194, and 2698 *et seq.*, the California
10 Industrial Welfare Commission’s (“IWC”) Wage Orders, and the California Unfair Competition
11 Law (the “UCL”), California Business & Professions Code section 17200, *et seq.*

12 2. This Complaint challenges systemic illegal employment practices resulting in
13 violations of the California Labor Code and Business and Professions Code against individuals
14 who worked for 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 Defendants’ failure to properly calculate the rate of
18 pay for overtime and employees paid sick time, pay all wages due at the time of termination
19 and/or separation from employment, and provide accurate itemized wage statements.

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

25 5. The policies, practices, and customs of Defendants described above and below
26 have resulted in unjust enrichment of Defendants and an unfair business advantage over
27 businesses that routinely adhere to the strictures of the California Labor Code and the California
28 Business & Professions Code.

1
2 **JURISDICTION AND VENUE**

3 6. The Court has jurisdiction over the violations of California Labor Code sections
4 201-203, 226, 246, 510, 1194, and 2698 *et seq.*, and the UCL.

5 7. Venue is proper in San Diego County because Defendants maintain business
6 locations in San Diego County, and Plaintiff was employed by Defendants in San Diego County.

7 **PARTIES**

8 8. Plaintiff was employed by Defendants as a personal banker from approximately
9 September 2000, until on or about July 2019. Plaintiff was a non-exempt, hourly employee.

10 9. Plaintiff was and is the victim of the policies, practices, and customs of
11 Defendants complained of in this action in ways that have deprived her of the rights guaranteed
12 by California Labor Code sections 201-203, 226, 246, 510, 1194, and 2698 *et seq.*, the applicable
13 IWC Wage Orders, and the UCL.

14 10. Plaintiff is informed and believes, and based thereon alleges, that U.S. Bank
15 National Assoc is a banking entity that maintains operations in the State of California, including
16 locations in Rancho Santa Fe, California.

17 11. Plaintiff is informed and believes, and based thereon alleges, that at all times
18 herein mentioned Defendants are and were business entities, individuals, and partnerships,
19 licensed to do business and actually doing business in the State of California. As such, and based
20 upon all the facts and circumstances incident to Defendants' business, Defendants are subject to
21 the California Labor Code, IWC Wage Orders, and UCL.

22 12. Plaintiff does not know the true names or capacities, whether individual, partner
23 or corporate, of the defendants sued herein as Does 1 through 50, inclusive, and for that reason,
24 said defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this
25 complaint when the true names and capacities are known. Plaintiff is informed and believes and
26 based thereon alleges that each of said fictitious defendants was responsible in some way for the
27 matters alleged herein and proximately caused Plaintiff and members of the general public and
28 class to be subject to the illegal employment practices, wrongs and injuries complained of herein.

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

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

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

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

23 **CLASS ACTION ALLEGATIONS**

24 17. **Definition:** The named individual Plaintiff seeks class certification, pursuant to
25 California Code of Civil Procedure section 382. Plaintiff proposes the following classes
26 (together, "Class"):

- 27 a. All current and former non-exempt employees of Defendants in the State
28 of California who were paid overtime and non-discretionary wages in the

1 same workweek during their employment, at any time during July 2, 2017,
2 to the present (the “Overtime Regular Rate Class”); and

3 b. All current and former non-exempt employees of Defendants in the State
4 of California who were paid sick pay and non-discretionary wages in the
5 same workweek during their employment, and whose employment ended
6 at any time between July 2, 2017, through the present (the “Sick Pay
7 Class”).

8 18. **Numerosity:** The members of the Class are so numerous that joinder of all
9 members would be impractical, if not impossible. The identity of the members of the Class is
10 readily ascertainable by review of Defendant’s records, including payroll records. Plaintiff is
11 informed and believes, and based thereon alleges, that Defendant: (a) failed to pay employees
12 overtime wages at the correct regular rate of pay that included all non-discretionary
13 remuneration, in violation of Labor Code sections 201-203, 510, and 1194; (b) failed to pay
14 employees sick pay at the correct regular rate of pay that included all non-discretionary
15 remuneration, in violation of Labor Code sections 201-203 and 246; (c) failed to provide
16 accurate itemized wage statements in violation of Labor Code section 226(a); and (d) engaged in
17 unfair business practices in violation of the California Labor Code, UCL, and applicable IWC
18 Wage Orders.

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

25 20. Defendants uniformly administered a corporate policy and practice of: (a) failing
26 to pay employees overtime wages at the correct regular rate of pay that included all non-
27 discretionary remuneration, in violation of Labor Code sections 201-203, 510, and 1194; (b)
28 failing to pay employees sick pay at the correct regular rate of pay that included all non-

discretionary remuneration, in violation of Labor Code sections 201-203 and 246; (c) failing to provide accurate itemized wage statements in violation of Labor Code section 226(a); and (d) engaging in unfair business practices in violation of the California Labor Code, UCL, and applicable IWC Wage Orders.

21. Plaintiff is informed and believes, and based thereon alleges, that Defendants had a consistent and uniform policy, practice, and procedure of willfully failing to comply with Labor Code sections 201-203, 226, 246, 510, and 1194, the UCL, and applicable IWC Wage Orders.

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 pay employees overtime wages at the correct regular rate of pay that included all non-discretionary remuneration, in violation of Labor Code sections 201-203, 510, and 1194; (b) failing to pay employees sick pay at the correct regular rate of pay that included all non-discretionary remuneration, in violation of Labor Code sections 201-203 and 246; (c) failing to provide accurate itemized wage statements in violation of Labor Code section 226(a); and (d) engaging in unfair business practices in violation of the California Labor Code, UCL, and applicable IWC Wage Orders.

23. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the Class in that Plaintiff suffered the harm alleged in this Complaint in a similar and typical manner as the Class Members. As with other California employees, Plaintiff earned non-discretionary remuneration, including without limitation, "AwardPrize," "Best InUS," "InvestInsur," and "BuLineCls" wages. During workweeks when Plaintiff worked in excess of eight hours in a workday and/or forty hours in a workweek and received non-discretionary compensation in that same workweek, Defendants failed to include any non-discretionary remuneration earned into the calculation of the regular rate. Thus, Plaintiff is owed additional overtime pay based on the correct, higher regular rate of pay. Similarly, when Plaintiff received sick pay, it was disbursed at the base rate of pay, rather than the correct, higher regular rate of pay. To date, Plaintiff has yet to receive the underpaid overtime wages and sick pay owed to her. Thus, Defendants are liable

1 for waiting time penalties under Labor Code section 203. Moreover, due to Defendants'
2 miscalculation of the regular rate of pay for purposes of paying overtime, the wage statements
3 provided to Plaintiff did not reflect the accurate overtime rate of pay and gross and net wages
4 earned, in violation of Labor Code sections 226(a)(1), (a)(5), and (a)(9). As such, Plaintiff is a
5 member of the Class and has suffered the alleged violations of California Labor Code
6 sections 201-203, 226, 246, 510, and 1194.

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

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

23 26. The prosecution of separate actions by the individual Class Members, even if
24 possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect
25 to individual Class Members against the Defendants and which would establish potentially
26 incompatible standards of conduct for the Defendants, and/or (b) adjudications with respect to
27 individual Class Members which would, as a practical matter, be dispositive of the interest of the
28 other Class Members not parties to the adjudications or which would substantially impair or

1 impede the ability of the Class Members to protect their interests. Further, the claims of the
2 individual members of the Class are not sufficiently large to warrant vigorous individual
3 prosecution considering all of the concomitant costs and expenses.

4 27. Such a pattern, practice and uniform administration of corporate policy regarding
5 illegal payroll practices described herein is unlawful and creates an entitlement to recovery by
6 Plaintiff and the Class identified herein, in a civil action, for applicable penalties, reasonable
7 attorneys' fees, and costs of suit according to the mandate of Labor Code sections 201-203,
8 218.5, 226, 246, 510, 1194, and Code of Civil Procedure section 1021.5.

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

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

16 **FIRST CAUSE OF ACTION**

17 **VIOLATION OF LABOR CODE §§ 510 AND 1194**

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

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

21 31. This cause of action is brought pursuant to Labor Code section 510, which
22 requires an employer to pay employees overtime at a rate of one and one-half the employee's
23 regular rate of pay for any work in excess of eight hours in a workday or forty hours in a
24 workweek.

25 32. As a pattern and practice, Defendants suffered and permitted employees to work
26 in excess of eight hours in a workday and/or over forty hours in a workweek without proper
27 overtime pay. During workweeks when Plaintiff and Class Members worked overtime and
28 earned non-discretionary remuneration in the same workweek, Defendants failed to properly

1 calculate the regular rate of pay for purposes of paying overtime. In particular, Defendants failed
2 to factor any non-discretionary remuneration earned into the calculation of the regular rate of pay
3 for purposes of paying overtime wages. As a result of such policy and practice, Defendants
4 underpaid overtime wages to Plaintiff and the Class and thus owe additional overtime wages.

5 33. Such a pattern, practice, and uniform administration of corporate policy regarding
6 illegal employee compensation as described herein is unlawful and creates an entitlement to
7 recovery by Plaintiff and the Class in a civil action, for the unpaid balance of the full amount of
8 damages owed, including interest thereon, penalties, attorneys' fees, and costs of suit according
9 to the mandate of California Labor Code sections 218.5, 510, 558, and 1194.

10 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants'
11 willful failure to provide all overtime wages due and owing to Plaintiff and Class Members upon
12 separation from employment results in a continued payment of wages up to thirty (30) days from
13 the time the wages were due. Therefore, Plaintiff and other members of the Class who have
14 separated from employment from Defendants are entitled to compensation pursuant to Labor
15 Code section 203.

16 **SECOND CAUSE OF ACTION**

17 **VIOLATION OF LABOR CODE §§ 201-203**

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

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

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

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

27 38. Labor Code section 202 provides that an employee is entitled to receive all unpaid
28 wages no later than 72 hours after an employee quits his or her employment, unless the employee

1 has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the
2 employee is entitled to his or her wages at the time of quitting.

3 39. Labor Code section 246 provides that an employee is entitled to receive sick time
4 pay. The employer shall calculate paid sick leave by using one of two calculations: (1) "Paid sick
5 time for nonexempt employees shall be calculated in the same manner as the regular rate of pay
6 for the workweek in which the employee uses paid sick time, whether or not the employee
7 actually works overtime in that workweek;" or (2) "Paid sick time for nonexempt employees
8 shall be calculated by dividing the employee's total wages, not including overtime premium pay,
9 by the employee's total hours worked in the full pay periods of the prior 90 days of
10 employment."

11 40. Whenever Defendants paid Plaintiff and the Class Members sick time pursuant to
12 California Labor Code section 246, Defendants did so at the incorrect rate of pay. Defendants
13 paid Plaintiff and the Class Members at the base hourly rate of pay, as opposed to the regular rate
14 of pay, which would take into account all non-discretionary incentive wages and bonuses, or by
15 dividing the employees' total wages, not including overtime premium pay, by the employees'
16 total hours worked in the full pay periods of the prior 90 days of employment, as required by
17 Labor Code section 246. This resulted in the employees being underpaid for sick time, and
18 resulted in violations of California Labor Code sections 201, 202, and 203, and other derivative
19 Labor Code violations, because Defendants did not pay, or timely pay, Plaintiff and the Class
20 Members all owing and unpaid wages for work performed by them during their employment and
21 at the end of their employment.

22 41. Defendants willfully failed to pay Plaintiff and the Class Members all their wages
23 due, as alleged hereinabove and hereinafter, upon the termination of their employment within the
24 times prescribed by Labor Code sections 201 and 202 and are therefore subject to a waiting time
25 penalty. Plaintiff and the Class Members are entitled to recover from Defendants the statutory
26 penalty for each day they were not paid at their regular hourly rate of pay, up to a thirty (30) day
27 maximum pursuant to California Labor Code section 203.

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1 **THIRD CAUSE OF ACTION**

2 **VIOLATION OF LABOR CODE § 226**

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

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

6 43. Labor Code section 226 requires employers to provide itemized wage statements
7 to its employees that identify accurate information, including without limitation, all applicable
8 hourly rates of pay, and gross and net wages earned. Defendants, as a matter of policy and
9 practice, failed in its affirmative obligation to provide accurate itemized wage statements to
10 Plaintiff and the Class in violation of Labor Code section 226.

11 44. As a result of Defendants' violations of Labor Code sections 510 and 1194 as
12 identified above, the wage statements issued to Plaintiff and Class Members intentionally did not
13 accurately identify the correct applicable hourly rate for overtime wages and gross and net wages
14 earned, in violation of Labor Code sections 226(a)(1), (a)(5), and (a)(9).

15 45. Such a pattern, practice and uniform administration of corporate policy as
16 described herein is unlawful and creates an entitlement to recovery by the Plaintiff and Class
17 Members identified herein, in a civil action, for all damages or penalties pursuant to Labor Code
18 section 226, including interest thereon, attorneys' fees, and costs of suit according to the mandate
19 of California Labor Code section 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 46. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
24 though fully set forth herein.

25 47. 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, including by failing to pay employees overtime wages and sick pay at
28 the correct regular rate of pay in violation of Labor Code sections 246, 510, 558, and 1194.

1 48. Defendants' utilization of such unfair and unlawful business practices constitutes
2 unfair and unlawful competition and provides an unfair advantage over Defendants' competitors.

3 49. Plaintiff seeks, individually and on behalf of other members of the Class similarly
4 situated, full restitution of monies, as necessary and according to proof, to restore any and all
5 monies withheld, acquired and/or converted by the Defendants by means of the unfair practices
6 complained of herein.

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

13 **FIFTH CAUSE OF ACTION**

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

15 **(BY PLAINTIFF, ON BEHALF OF THE STATE AND AGGRIEVED EMPLOYEES,**
16 **AGAINST ALL DEFENDANTS)**

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

19 52. Plaintiff brings this cause of action as a proxy for the State of California and in
20 this capacity, seeks penalties on behalf of all Aggrieved Employees from May 21, 2019, through
21 the present, for Defendants' policy and practice of: (a) failing to pay employees overtime wages
22 at the correct regular rate of pay that included all non-discretionary remuneration, in violation of
23 Labor Code sections 201-203, 510, and 1194; (b) failing to pay employees sick pay at the correct
24 regular rate of pay that included all non-discretionary remuneration, in violation of Labor Code
25 sections 201-203 and 246; and (c) failing to provide accurate itemized wage statements in
26 violation of Labor Code section 226(a).

27 53. On or about May 21, 2020, Plaintiff sent written notice to the California Labor &
28 Workforce Development Agency ("LWDA") of Defendants' violations of Labor Code sections

201, 202, 203, and 246, pursuant to Labor Code section 2698, *et seq.*, the Private Attorneys General Act (“PAGA”). To date, the LWDA has not responded to Plaintiff’s written notice.

54. On or about June 23, 2020, Plaintiff sent supplemental notice to the LWDA of Defendants’ violations of Labor Code sections 201, 202, 203, 226, 510, and 1194, pursuant to PAGA. To date, the LWDA has not responded to Plaintiff’s supplemental notice.

55. As such, pursuant to Labor Code section 2699(a), Plaintiff seeks recovery of any and all applicable civil penalties for Defendants’ violation of Labor Code sections 201, 202, 203, 226, 246, 510, and 1194 for the time period described above, on behalf of herself and other Aggrieved Employees.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment for herself 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 sections 201-203, 218.5, 510, 558, and 1194, and for costs and attorneys’ fees;
5. Upon the Second Cause of Action, for penalties pursuant to California Labor Code sections 201, 202, and 203, and for costs and attorneys’ fees;
6. Upon the Third Cause of Action, for damages and/or penalties pursuant to statute as set forth in California Labor Code section 226, and for costs and attorneys’ fees;
7. Upon the Fourth 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 & Professions Code section 17200, *et seq.*;
8. Upon the Fifth Cause of Action, for civil penalties according to proof pursuant to

1 Labor Code sections 226.3 and 2698, *et seq.*, and for costs and attorneys' fees;

2 9. On all causes of action for attorneys' fees and costs as provided by Labor Code
3 sections 218.5, 226, 1194, and 2699, and Code of Civil Procedure section 1021.5; and

4 10. For such other and further relief the Court may deem just and proper.
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6 DATED: July 2, 2020

DIVERSITY LAW GROUP, P.C.

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8 By: 

Larry W. Lee

Kristen M. Agnew

Nicholas Rosenthal

Attorneys for Plaintiff and the Class
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