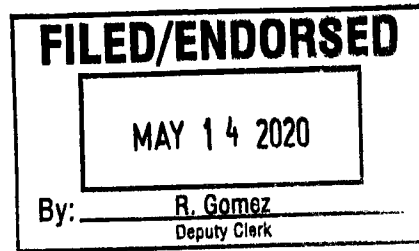


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14 Attorneys for Plaintiff, the Class, and Aggrieved Employees

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

16 **FOR THE COUNTY OF SACRAMENTO**

17 KHAMKOTH KEOPADUBSY, as an  
 18 individual and on behalf of all others  
 19 similarly situated,

20 Plaintiff,

21 vs.

22 SIEMENS MOBILITY, INC., a Delaware  
 23 corporation; and DOES 1 through 50,  
 24 inclusive,

25 Defendants.

Case No.: **34-2020-00278580**

**CLASS AND REPRESENTATIVE ACTION  
COMPLAINT FOR:**

- (1) VIOLATION OF LABOR CODE §§ 510, 558, AND 1194;
- (2) VIOLATION OF LABOR CODE § 226(a);
- (3) VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200, *ET SEQ.*; AND
- (4) VIOLATION OF LABOR CODE § 2698, *ET SEQ.*

**DEMAND OVER \$25,000**

1 Plaintiff Khamkoth Keopadubsy (“Plaintiff”) hereby submits this Class and  
2 Representative Action Complaint (“Complaint”) against Defendant Siemens Mobility, Inc.  
3 (“Defendant”), and Does 1-50 (collectively, “Defendants”), as an individual and on behalf of all  
4 other similarly situated current and former employees of Defendants for penalties and/or  
5 damages for failure to pay all overtime wages and failure to provide accurate itemized wage  
6 statements, in violation of the California Labor Code and the California Business & Professions  
7 Code, as follows:

### 8 **INTRODUCTION**

9 1. This class and representative action is within the Court’s jurisdiction under  
10 California Labor Code §§ 201-203, 226(a), 510, 558, 1194, and 2698 *et seq.*, the California  
11 Industrial Welfare Commission’s (“IWC”) Wage Orders, and the California Unfair Competition  
12 Law (the “UCL”), California Business & Professions Code § 17200, *et seq.*

13 2. This Complaint challenges systemic illegal employment practices resulting in  
14 violations of the California Labor Code and the California Business & Professions Code against  
15 employees of Defendants.

16 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
17 jointly and severally have acted intentionally and with deliberate indifference and conscious  
18 disregard to the rights of all employees by failing to correctly pay overtime wages and failing to  
19 keep accurate records as to Plaintiff and other employees.

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 & 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.

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7. Venue is proper in Sacramento County, because Defendant does business in this County and Plaintiff worked for Defendant in this County.

8. Plaintiff is a former employee of Defendant. Plaintiff worked for Defendant as a welder from 2010, until on or about May 19, 2019. Throughout his employment with Defendant, Plaintiff was an hourly, non-exempt employee.

10. Plaintiff was and is the victim of the policies, practices, and customs of Defendants complained of in this action in ways that have deprived him of the rights guaranteed by California Labor Code §§ 201-203, 226(a), 510, 558, 1194, and 2698, *et seq.*, the applicable IWC Wage Orders, and the UCL.

12. 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.

14. 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,

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

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

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

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

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

1 **CLASS ACTION ALLEGATIONS**

2 19. **Definition:** The named individual Plaintiff seeks class certification, pursuant to  
3 California Code of Civil Procedure § 382. Plaintiff proposes the following Classes:

4 a. All current and former non-exempt employees of Defendants in the State  
5 of California who were paid overtime wages and non-discretionary remuneration, including  
6 without limitation shift differential wages, during the same workweek, at any time during April  
7 6, 2016, to the present (the “Overtime Regular Rate Class”); and

8 b. All current and former non-exempt employees of Defendants in the State  
9 of California who were paid overtime wages at any time during April 6, 2019, to the present (the  
10 “Overtime Wage Statement Class”)

11 c. All current and former non-exempt employees of Defendants in the State  
12 of California who were paid shift differential wages at any time during April 6, 2019, to the  
13 present (the “Shift Differential Wage Statement Class”).

14 20. Plaintiff reserves the right to propose additional classes and/or subclasses, and/or  
15 amend the above class definitions upon further discovery and investigation.

16 21. **Numerosity and Ascertainability:** The members of the Classes are so numerous  
17 that joinder of all members would be impractical, if not impossible. The identity of the members  
18 of the Classes is readily ascertainable by review of Defendants’ records, including payroll  
19 records. Plaintiff alleges that Defendants: (a) failed to pay employees overtime wages at the  
20 correct regular rate of pay that included all non-discretionary remuneration, in violation of Labor  
21 Code §§ 510, 558 and 1194; (b) failed to provide accurate itemized wage statements in violation  
22 of Labor Code § 226(a); and (c) engaged in unfair business practices in violation of the  
23 California Labor Code, the UCL, and the applicable IWC Wage Orders.

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

1 California state and federal courts.

2 23. Defendants uniformly administered a corporate policy and practice of: (a) failing  
3 to pay employees overtime wages at the correct regular rate of pay that included all non-  
4 discretionary remuneration, in violation of Labor Code §§ 510, 558 and 1194; (b) failing to  
5 provide accurate itemized wage statements in violation of Labor Code § 226(a); and (c) engaging  
6 in unfair business practices in violation of the California Labor Code, the UCL, and the  
7 applicable IWC Wage Orders.

8 24. Plaintiff is informed and believes, and based thereon alleges, that this corporate  
9 conduct is accomplished with the advance knowledge and designed intent to willfully and  
10 intentionally fail to accurately record proper hourly rates of pay, total hours worked, gross wages  
11 earned, and net wages earned.

12 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants had  
13 a consistent and uniform policy, practice, and procedure of willfully failing to comply with  
14 Labor Code §§ 201-203, 226(a), 510, 558, and 1194, the UCL, and applicable IWC Wage  
15 Orders.

16 26. **Common Question of Law and Fact:** There are predominant common questions  
17 of law and fact and a community of interest amongst Plaintiff and the claims of the Classes  
18 concerning Defendants' policy and practice of: (a) failing to pay employees overtime wages at  
19 the correct regular rate of pay that included all non-discretionary remuneration, in violation of  
20 Labor Code §§ 510, 558 and 1194; (b) failing to provide accurate itemized wage statements in  
21 violation of Labor Code § 226(a); and (c) engaging in unfair business practices in violation of the  
22 California Labor Code, the UCL, and the applicable IWC Wage Orders.

23 27. **Typicality:** The claims of Plaintiff are typical of the claims of all class members  
24 in that Plaintiff has suffered the harm alleged in this Complaint in a similar and typical manner  
25 as class members. As with all other non-exempt employees of Defendants, Plaintiff earned non-  
26 discretionary remuneration, including without limitation, shift differential wages. During  
27 workweeks when Plaintiff worked in excess of eight hours in a workday and/or forty hours in a  
28 workweek and received non-discretionary compensation in that same workweek, Defendants

1 failed to correctly calculate Plaintiff's regular rate of pay for the purposes of paying overtime. In  
2 this regard, Defendants failed to include any non-discretionary remuneration earned into the  
3 calculation of the regular rate. Thus, Plaintiff is owed additional overtime pay based on the  
4 correct, higher regular rate of pay. To date, Plaintiff has yet to receive the underpaid overtime  
5 wages owed to him. Thus, Defendant is liable for waiting time penalties under Labor Code §  
6 203. Moreover, due to Defendants' miscalculation of the regular rate of pay for purposes of  
7 paying overtime, the wage statements provided to Plaintiff did not reflect the accurate overtime  
8 rates of pay, gross wages earned, and net wages earned, in violation of Labor Code § 226(a)(1),  
9 (a)(5), and (a)(9). As a separate violation of Labor Code § 226(a), Plaintiff was not provided  
10 with accurate itemized wage statements whenever overtime and/or shift differential wages were  
11 paid. In this regard, whenever overtime wages were paid to Plaintiff, the wage statements failed  
12 to correctly identify the overtime rate as 1.5 times the regular rate of pay. Rather, the wage  
13 statements simply depict Plaintiff's base hourly rate as his overtime rate in violation of Labor  
14 Code § 226(a)(9). In addition, the total hours worked as listed on Plaintiff's wage statements  
15 were inaccurately listed whenever overtime and/or shift differential wages were paid. In  
16 particular, the wage statements provided to Plaintiff omitted the total of hours worked.  
17 Moreover, whenever the hours worked as listed on the wage statements are added up, it does not  
18 correspond to the actual total hours worked by Plaintiff, in violation of Labor Code § 226(a)(2).  
19 As such, Plaintiff is a member of the Classes and has suffered the alleged violations of California  
20 Labor Code §§ 201-203, 226(a), 510, 558, and 1194.

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

27         29. The nature of this action and the format of laws available to Plaintiff and  
28 members of the Classes identified herein make the class action format a particularly efficient and

1 appropriate procedure to redress the wrongs alleged herein. If each employee were required to  
2 file an individual lawsuit, the corporate Defendants would necessarily gain an unconscionable  
3 advantage since it would be able to exploit and overwhelm the limited resources of each  
4 individual Plaintiff with Defendants' vastly superior financial and legal resources. Requiring  
5 each individual class member to pursue an individual remedy would also discourage the  
6 assertion of lawful claims by employees who would be disinclined to file an action against their  
7 former and/or current employer for real and justifiable fear of retaliation and permanent damage  
8 to their careers at subsequent employment.

9 30. The prosecution of separate actions by the individual class members, even if  
10 possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect  
11 to individual class members against Defendants and which would establish potentially  
12 incompatible standards of conduct for the Defendants, and/or (b) adjudications with respect to  
13 individual class members which would, as a practical matter, be dispositive of the interest of the  
14 other class members not parties to the adjudications or which would substantially impair or  
15 impede the ability of the class members to protect their interests. Further, the claims of the  
16 individual class members are not sufficiently large to warrant vigorous individual prosecution  
17 considering all of the concomitant costs and expenses.

18 31. Such a pattern, practice and uniform administration of corporate policy regarding  
19 illegal employee compensation described herein is unlawful and creates an entitlement to  
20 recovery by the Plaintiff and the Classes identified herein, in a civil action, for unpaid minimum  
21 wages, overtime wages, applicable penalties, reasonable attorneys' fees, and costs of suit  
22 according to the mandate of California Labor Code §§ 201-203, 218.5, 226(a), 510, 558, 1194,  
23 and Code of Civil Procedure § 1021.5.

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

27 33. The Overtime Regular Rate Class is commonly entitled to a specific fund with  
28 respect to the compensation illegally and unfairly retained by Defendants. The Overtime

1 Regular Rate Class is commonly entitled to restitution of those funds being improperly withheld  
2 by Defendants. This action is brought for the benefit of the entire class and will result in the  
3 creation of a common fund.

4 **FIRST CAUSE OF ACTION**

5 **VIOLATION OF LABOR CODE §§ 510, 558, AND 1194**

6 **(BY PLAINTIFF AND THE OVERTIME REGULAR RATE CLASS AGAINST ALL**  
7 **DEFENDANTS)**

8 34. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 33 as  
9 though fully set forth herein.

10 35. This cause of action is brought pursuant to Labor Code § 510, which requires an  
11 employer to pay employees overtime at a rate of one and one-half the employee's regular rate of  
12 pay for any work in excess of eight hours in a workday or 40 hours in a workweek.

13 36. As a pattern and practice, Defendants suffered and permitted employees to work  
14 in excess of eight hours in a workday and/or over 40 hours in a workweek without proper  
15 overtime pay. During workweeks where Plaintiff and Class Members worked overtime and  
16 earned non-discretionary remuneration, including without limitation, shift differential wages, in  
17 the same workweek, Defendants failed to properly calculate the regular rate of pay for purposes  
18 of paying overtime. In particular, Defendants failed to factor any non-discretionary  
19 remuneration earned into the calculation of the regular rate of pay for purposes of paying  
20 overtime wages. As a result of such policy and practice, Defendants underpaid overtime wages  
21 to Plaintiff and the Class and thus owe additional overtime wages.

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

27 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants'  
28 willful failure to provide all overtime wages due and owing to Plaintiff and Class Members upon

1 separation from employment results in a continued payment of wages up to thirty (30) days from  
2 the time the wages were due. Therefore, Plaintiff and other members of the Class who have  
3 separated from employment from Defendants are entitled to compensation pursuant to Labor  
4 Code § 203.

5 **SECOND CAUSE OF ACTION**

6 **VIOLATION OF LABOR CODE § 226(a)**

7 **(BY PLAINTIFF, THE OVERTIME REGULAR RATE CLASS, THE OVERTIME**  
8 **WAGE STATEMENT CLASS, AND THE SHIFT DIFFERENTIAL WAGE**  
9 **STATEMENT CLASS AGAINST ALL DEFENDANTS)**

10 39. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 38 as  
11 though fully set forth herein.

12 40. Labor Code § 226(a) requires employers to provide itemized wage statements to  
13 its employees that identify accurate information, including without limitation, all applicable  
14 hourly rates in effect during the pay period, gross wages earned, net wages earned, and total  
15 hours worked by the employee. Defendants, as a matter of policy and practice, failed in its  
16 affirmative obligation to provide accurate itemized wage statements to Plaintiff, Overtime  
17 Regular Rate Class Members, Overtime Wage Statement Class Members, and Shift Differential  
18 Wage Statement Class Members, in violation of Labor Code § 226(a).

19 41. As a result of Defendants' violations of Labor Code §§ 510, 558, and 1194 as  
20 identified above, the wage statements issued to Plaintiff and Overtime Regular Rate Class  
21 Members intentionally did not accurately identify the correct applicable hourly rates for overtime  
22 wages, gross wages earned, and net wages earned, in violation of Labor Code § 226(a)(1), (a)(5),  
23 and (a)(9).

24 42. As a separate violation of Labor Code § 226(a)(9), Defendants provided wage  
25 statements to Plaintiff and Overtime Wage Statement Class Members that inaccurately identify  
26 the overtime hourly rates of pay whenever overtime wages were paid. In particular, Labor Code  
27 § 510 requires that overtime be paid at a rate of "no less than one and one-half times the regular  
28 rate of pay." However, whenever overtime wages were paid, the wage statements issued to

1 Plaintiff and Overtime Wage Statement Class Members did not identify the overtime rate as 1.5  
2 times the regular rate of pay. Rather, the overtime rate appeared on the wage statements as the  
3 employee's base hourly rate of pay.

4 43. As another separate violation of Labor Code § 226(a), Defendants also provided  
5 wage statements to Plaintiff, Overtime Wage Statement Class Members, and Shift Differential  
6 Wage Statement Class Members that inaccurately identified the total hours worked whenever  
7 overtime and/or shift differential wages were paid. In this regard, the wage statements provided  
8 to Plaintiff and Class Members omitted the total hours worked. Moreover, whenever the hours  
9 worked as listed on the wage statements are added up, the sum total does not correspond to the  
10 actual total hours worked by each employee in the pay period. Thus, Plaintiff and Class  
11 Members cannot determine the total hours worked just by looking at the wage statements or by  
12 way of simple calculation. This is a direct violation of Labor Code § 226(a)(2).

13 44. The issuance of inaccurate wage statements caused actual injury to Plaintiff and  
14 Class Members as they cannot accurately verify and/or calculate their wages.

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 § 226, including interest thereon, attorneys' fees, and costs of suit according to the mandate of  
19 California Labor Code § 226.

### 20 **THIRD CAUSE OF ACTION**

#### 21 **VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200, *ET SEQ.*** 22 **(BY PLAINTIFF AND THE OVERTIME REGULAR RATE CLASS AGAINST ALL** 23 **DEFENDANTS)**

24 46. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 45 as  
25 though fully set forth herein.

26 47. Defendants, and each of them, have engaged and continue to engage in unfair and  
27 unlawful business practices in California by practicing, employing and utilizing the employment  
28 practices outlined above, including by failing to pay employees overtime wages at the correct

1 regular rate of pay in violation of Labor Code §§ 510, 558, and 1194.

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

4 49. 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.

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

14 **FOURTH CAUSE OF ACTION**

15 **VIOLATION OF THE PAGA, LABOR CODE §§ 2698, *ET SEQ.***

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

18 51. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 50 as  
19 though fully set forth herein.

20 52. 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 from April 6, 2019, through  
22 the present, for Defendants' violations of Labor Code §§ 201-203, 226(a), 510, 558, and 1194,  
23 arising from Defendants' following misconduct alleged above: (a) failure to pay overtime wages  
24 at the correct regular rate of pay that included non-discretionary remuneration, in violation of  
25 Labor Code §§ 201-203, 510, 558, and 1194; and (b) failure to provide accurate itemized wage  
26 statements in violation of Labor Code § 226(a).

27 53. Because of Defendants' above-stated Labor Code violations, Plaintiff is an  
28 "aggrieved employee" as defined in Labor Code § 2699(a). As such, Plaintiff brings this cause

1 of action on behalf of the State of California for violations committed against all similarly  
2 situated Aggrieved Employees of Defendant.

3 54. On or about May 8, 2020, Plaintiff sent written notice to the California Labor &  
4 Workforce Development Agency (“LWDA”) of Defendants’ violations of Labor Code §§ 201-  
5 203, 226(a), 510, 558, and 1194, pursuant to Labor Code § 2698, *et seq.* As of the date of the  
6 filing of this Complaint, the LWDA has yet to provide notice to Plaintiff as to whether it intends  
7 to investigate the Labor Code violations provided for in the written notice. In addition to the  
8 LWDA, Plaintiff also sent his written notice to Defendants via certified mail according to Labor  
9 Code § 2699.3.

10 55. As such, pursuant to Labor Code § 2699(a), Plaintiff seeks recovery of any and all  
11 applicable civil penalties for Defendants’ violations of Labor Code §§ 201-203, 226(a), 510, 558,  
12 and 1194, for the time period described above, on behalf of himself and other Aggrieved  
13 Employees.

14 **PRAYER FOR RELIEF**

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

- 17 1. For an order certifying the proposed Classes;
- 18 2. For an order appointing Plaintiff as the representatives of the Classes as described  
19 herein;
- 20 3. For an order appointing counsel for Plaintiff as Class counsel;
- 21 4. Upon the First Cause of Action, for damages and/or penalties pursuant to  
22 California Labor Code §§ 201-203, 218.5, 510, 558 and 1194, and for costs and attorneys’ fees;
- 23 5. Upon the Second Cause of Action, for damages and/or penalties pursuant to  
24 statute as set forth in California Labor Code § 226, and for costs and attorneys’ fees;
- 25 6. Upon the Third Cause of Action, for restitution to Plaintiff and other similarly  
26 affected members of the general public of all funds unlawfully acquired by Defendants by means  
27 of any acts or practices declared by this Court to be in violation of Business & Professions Code  
28 § 17200, *et seq.*;

1           7.       Upon the Fourth Cause of Action, for the full amount of civil penalties pursuant  
2 to Labor Code §§ 226.3 and 2698, *et seq.*, and for costs and attorneys' fees;

3           8.       On all causes of action, for attorneys' fees and costs as provided by California  
4 Labor Code §§ 218.5, 226, 510, 558, 1194, and 2698, *et seq.*, and Code of Civil Procedure §  
5 1021.5; and

6           9.       For such other and further relief as the Court may deem just and proper.  
7

8 DATED: May 14, 2020

DIVERSITY LAW GROUP, P.C.

9 By:   
10 \_\_\_\_\_

Larry W. Lee

Mai Tulyathan

11 Attorneys for Plaintiff, the Class, and Aggrieved  
12 Employees  
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