

FILED
SUPERIOR COURT - STOCKTON

2021 MAR 12 PM 2:18

BRANDON E. RILEY, CLERK
LISA VEGA

BY _____
DEPUTY

DIVERSITY LAW GROUP, P.C.
Larry W. Lee (State Bar No. 228175)
lwlee@diversitylaw.com
Simon L. Yang (State Bar No. 260286)
sly@diversitylaw.com
515 South Figueroa Street, Suite 1250
Los Angeles, California 90071
Telephone: (213) 488-6555
Facsimile (213) 488-6554

Attorneys for Plaintiff and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

DAVID DOCKINS, as an individual and on behalf
of all others similarly situated, and as a private
attorney general,

Plaintiff,

vs.

CHEEMA FREIGHTLINES, LLC, a California
limited liability company; and DOES 1 through
50, inclusive,

Defendants.

Case No.

STK-CV-40E-2021-8184

**CLASS AND REPRESENTATIVE ACTION
COMPLAINT**

- (1) Unpaid Minimum Wages
(Lab. Code §§ 226.2, 1182.12, 1197)
- (2) Unpaid Overtime
(Lab. Code §§ 226.2, 510, 1198)
- (3) Inaccurate Itemized Wage Statements
(Lab. Code § 226(a), 226.2);
- (4) Unfair or Unlawful Business Practices
(Bus. & Prof. Code §§ 17200 et seq.); and
- (5) Violations of the California Labor Code
(Lab. Code §§ 2698 et seq.)

DEMAND OVER \$25,000.00

Filed by fax

1 On behalf of himself and other similarly situated current and former employees of Defendants,
2 and as a proxy for the State of California, Plaintiff, David Dockins, submits this Class and
3 Representative Action Complaint against Defendant, Cheema Freightlines, LLC, and Does 1 through 50
4 (collectively, “Defendants”).

5 INTRODUCTION

6 1. This class and representative action challenges systemic employment practices resulting
7 in violations of the California Labor Code against individuals who worked for Defendants. The
8 Complaint addresses Defendants’ violations of Labor Code sections 201-204, 226, 226.2, 510, 1182.12,
9 1197, and 1198, and seeks penalties, damages, and other relief pursuant to, among other provisions,
10 Labor Code sections 203, 210, 218, 218.5, 218.6, 226.3, 558, 1194, 1194.2, 1197.1, and 2698 et seq.,
11 and the Unfair Competition Law, codified at Business and Professions Code sections 17200 et seq. (the
12 “UCL”).¹

13 2. Plaintiff is informed and believes that Defendants have jointly and severally acted
14 intentionally and with deliberate indifference and conscious disregard to the rights of employees by
15 failing to pay minimum wages, overtime wages, or doubletime wages for all hours or non-productive
16 time worked and by failing to provide accurate itemized wage statements.

17 3. Defendants routinely fail to pay minimum wages, overtime wages, or doubletime wages
18 for all hours or non-productive time worked. Specifically, Defendants do not pay wages to Plaintiff and
19 other employees paid on a mileage basis for all non-productive time worked, including for example
20 hours worked for pre-trip inspections, post-trip inspections, loading, and fueling.

21 4. Defendants also routinely fail to provide accurate itemized wage statements to Plaintiff
22 and other employees paid on a mileage basis. Specifically, although Plaintiff and other employees are
23 paid on a mileage basis, Defendants furnish wage statements that do not show the number of miles
24 being paid or the rate of pay per mile. Similarly, although Plaintiff and other employees paid on a
25 mileage basis also work non-productive time, Defendants furnish wage statements that do not show the
26 total hours worked, total non-productive hours worked, all applicable hourly rates of pay, the
27
28

¹ Except as otherwise noted, all “Section” references are to the Labor Code.

1 corresponding number of hours worked for “Loading Pay” or other non-productive time worked, or any
2 information as to how such wages are calculated.

3 5. Plaintiff is informed and believes that Defendants engage in, among other things, a
4 system of willful violations of the Labor Code by creating and maintaining policies, practices, and
5 customs that knowingly deny its employees the above stated rights and benefits.

6 6. The policies, practices, and customs of Defendants result in unjust enrichment of
7 Defendants and an unfair business advantage over businesses that comply with the Labor Code.

8 **JURISDICTION AND VENUE**

9 7. The Complaint seeks relief exceeding \$25,000.00. The Court has jurisdiction of
10 Defendants’ violations of Sections 201-204, 226, 226.2, 510, 1182.12, 1197, and 1198, and the UCL.

11 8. Venue is proper in the County of San Joaquin. Plaintiff worked for Defendants in
12 Lathrop, California.

13 **PARTIES**

14 9. Plaintiff began working for Defendants in or about January of 2016. Until his
15 employment as a truck driver ended in or about September of 2020, Plaintiff was paid on a mileage
16 basis as a non-exempt employee. Plaintiff also was required to work non-productive time, including for
17 example hours worked for pre-trip inspections, post-trip inspections, loading, and fueling. Plaintiff,
18 however, was not paid minimum wages, overtime wages, or doubletime wages for all hours or non-
19 productive time worked. Nor was Plaintiff provided with accurate itemized wage statements showing
20 the number of miles being paid, the rate of pay per mile, the hours worked for non-productive time, or
21 the applicable hourly rate of pay for non-productive hours worked. Plaintiff thus is a victim of the
22 policies, practices, and customs of Defendants complained of in this action in ways that have deprived
23 him of the rights guaranteed by the Labor Code and the UCL.

24 10. Plaintiff is informed and believes that Defendant, Cheema Freightlines, LLC, was and is
25 a California limited liability company. Plaintiff is informed and believes that at all times herein
26 mentioned named defendants and Does 1 through 50, were and are corporations, business entities,
27 individuals, or partnerships that are and were licensed to do business and actually doing business in the
28

State of California. Based upon all the facts and circumstances incident to Defendants' business, Defendants are subject to Sections 201-204, 226, 226.2, 510, 1182.12, 1197, and 1198, and the UCL.

11. Plaintiff does not know the true names or capacities of the defendants sued herein as Does 1 through 50, whether individual, partner, or corporate, and for that reason, said defendants are sued under such fictitious names. Plaintiff prays for leave to amend this Complaint when the true names and capacities are known. Plaintiff is informed and believes that each of said fictitious defendants was responsible in some way for the matters alleged herein and proximately caused the illegal employment practices, wrongs, and injuries complained of herein.

12. At all times herein mentioned, each of said Defendants participated in the doing of the acts alleged herein. Defendants, and each of them, were the agents, servants, or employees of each of the other Defendants, as well as the agents of all Defendants, and were acting within the course and scope of said agency and employment.

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

14. Plaintiff is informed and believes that at all times material hereto each of the Defendants (i) aided and abetted the acts and omissions of each of the other Defendants in proximately causing the alleged harms, or (ii) were members of, engaged in, and acting within the course and scope of, and in pursuance of, a joint venture, partnership, or common enterprise.

CLASS ACTION ALLEGATIONS

15. **Definition:** Pursuant to Code of Civil Procedure section 382, Plaintiff seeks class certification of the following classes: (i) all current and former non-exempt employees of Defendants in the State of California who were paid on a mileage basis at any time since September 15, 2016 (the "Unpaid Wage Class"); (ii) all current and former non-exempt employees of Defendants in the State of California who were paid on a mileage basis and worked more than eight hours in a day or 40 hours in a

1 week at any time since September 15, 2016 (the “Overtime Class”); and (iii) all current and former non-
2 exempt employees of Defendants in the State of California who were paid on a mileage basis at any
3 time since September 15, 2019 (the “Wage Statement Class”). The Unpaid Wage Class, Overtime
4 Class, and Wage Statement Class are collectively referred to as the “Class.”

5 16. **Numerosity and Ascertainability:** The members of the Class are so numerous that
6 joinder of all members would be impractical, if not impossible. The identities of the members of the
7 Class are readily ascertainable by review of Defendants’ records, including payroll records. Plaintiff is
8 informed and believes that Defendants violate Sections 201-204, 226, 226.2, 510, 1182.12, 1197, and
9 1198, and the UCL against Plaintiff and the Class by failing to pay minimum wages, overtime wages, or
10 doubletime wages for all hours or non-productive time worked and by failing to provide accurate
11 itemized wage statements.

12 17. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to
13 represent fairly and adequately the interests of the Class defined above. Plaintiff’s attorneys are ready,
14 willing, and able to fully and adequately represent Plaintiff and the Class. Plaintiff’s attorneys have
15 prosecuted and settled wage-and-hour class actions in the past and continue to litigate numerous wage-
16 and-hour class actions currently pending in California state and federal courts.

17 18. **Common Question of Law and Fact:** There are predominant common questions of law
18 and fact and a community of interest amongst the claims of Plaintiff and of the Class. Plaintiff is
19 informed and believes that Defendants uniformly administer a corporate policy and practice of routinely
20 failing to (i) pay minimum wages, overtime wages, or doubletime wages for all hours or non-productive
21 time worked and (ii) provide accurate itemized wage statements.

22 19. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the Class
23 in that Plaintiff suffered the alleged harms in a similar and typical manner as other members of the Class
24 suffered. As with other members of the Class, Plaintiff was paid on a mileage basis and also required to
25 work non-productive time, including for example hours worked for pre-trip inspections, post-trip
26 inspections, loading, and fueling. Plaintiff, however, was not paid minimum wages, overtime wages, or
27 doubletime wages for all hours or non-productive time worked. Nor was Plaintiff provided with
28 accurate itemized wage statements showing the number of miles being paid, the rate of pay per mile, the

1 hours worked for non-productive time, or the applicable hourly rate of pay for non-productive hours
2 worked. Plaintiff thus is a member of the Class and has suffered the alleged violations of the Labor
3 Code.

4 20. The Labor Code is broadly remedial in nature. Its laws serve an important public interest
5 in establishing minimum working conditions and requirements in California. These labor standards
6 protect employees from onerous terms and conditions of employment or exploitation by employers who
7 have superior economic and bargaining power.

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

17 22. The prosecution of separate actions by individual members of the Class, even if possible,
18 would create a substantial risk of (a) inconsistent or varying adjudications with respect to individual
19 members of the Class that would establish potentially incompatible standards of conduct for
20 Defendants, or (b) adjudications with respect to individual members of the Class that would, as a
21 practical matter, be dispositive of, or substantially impair or impede the ability to protect, the interests
22 of other members of the Class not parties to the adjudications. Further, the claims of the individual
23 members of the Class are not sufficiently large to warrant vigorous individual prosecution considering
24 the concomitant costs and expenses.

25 23. Defendants' pattern, practice, and uniform administration of corporate policy in violation
26 of the Labor Code is unlawful. Proof of a common business practice or factual pattern will establish the
27 rights of Plaintiff and the Class under Sections 201-204, 210, 218, 218.5, 218.6, 226, 226.2, 226.3, 510,
28 558, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 2698 et seq., applicable IWC Wage Orders, the

UCL, and Code of Civil Procedure section 1021.5, among other provisions, to recover damages and restitution, including unpaid wages, overtime wages, and doubletime wages, interest thereon, applicable penalties, liquidated damages, reasonable attorneys' fees, and costs of suit.

24. This action is brought for the benefit of the Class, which 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 Defendant.

FIRST CAUSE OF ACTION

Unpaid Minimum Wages (Lab. Code §§ 226.2, 1182.12, and 1197)

(By Plaintiff and the Unpaid Wage Class Against All Defendants)

25. The preceding paragraphs are re-alleged and incorporated by this reference.

26. Sections 1182.12 and 1197 provide a minimum wage to be paid to employees and make unlawful the payment of a lesser wage. The applicable IWC Wage Order defines compensable time as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code. Regs. tit. 8, § 11070(2)(G) (defining "Hours Worked").

27. For employees compensated on a piece-rate or mileage basis, Section 226.2 provides that employees shall be compensated for non-productive time—i.e., any time under the employer's control that is not directly related to the activity being compensated on a piece-rate or mileage basis—separate from any piece-rate or mileage compensation. Section 226.2 also provides that employees shall be compensated for non-productive time at an hourly rate that is no less than the applicable minimum wage. Section 226.2 does not limit or alter minimum wage requirements or the obligation to compensate employees for all hours worked.

28. As a matter of policy and practice, Defendants fail to pay at least the minimum wage for all hours or non-productive time worked by Plaintiff and the Unpaid Wage Class. For example, Plaintiff and the Unpaid Wage Class are required to conduct pre-trip inspections and post-trip inspections each day but are not paid for such non-productive time. Similarly, Plaintiff and the Unpaid Wage Class are required to spend time loading trucks but are not paid for the first two hours of such non-productive time. Likewise, Plaintiff and the Unpaid Wage Class are required to spend time fueling trucks but are

1 not paid such non-productive time. As such, Plaintiff and the Unpaid Wage Class are owed unpaid
2 minimum wages.

3 29. Moreover, Section 204 provides that wages are generally due and payable no later than
4 seven days after the end of a pay period or at least twice during each calendar month, on days
5 designated in advance as the regular paydays. Section 201 provides if an employer discharges an
6 employee, the wages earned and unpaid at the time of discharge are due and payable immediately.
7 Section 202 provides that an employee is entitled to receive all unpaid wages no later than 72 hours
8 after an employee quits his or her employment, unless the employee has given seventy-two (72) hours
9 previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages
10 at the time of quitting. Section 203 provides that if an employer willfully fails to pay wages owed in
11 accordance with Sections 201 and 202, then the wages of the employee shall continue as a penalty from
12 the due date, and at the same rate until paid, but the wages shall not continue for more than thirty (30)
13 days.

14 30. Based on Defendants' failure to pay all minimum wages to Plaintiff and the Unpaid
15 Wage Class and as a matter of policy and practice, Defendants fail to timely pay all due wages or timely
16 pay all due wages upon separation of employment. On information and belief, Defendants were advised
17 by skilled lawyers and knew, or should have known, of the mandates of the Labor Code as it relates to
18 Plaintiff's allegations. Because Defendants willfully fail to timely pay Plaintiff and the Unpaid Wage
19 Class all minimum wages due, Defendants are subject to applicable penalties.

20 31. Such a pattern, practice, and uniform administration of corporate policy is unlawful and
21 entitles Plaintiff and the Unpaid Wage Class to recover unpaid minimum wages, including interest
22 thereon, liquidated damages, applicable penalties, including waiting time penalties, attorneys' fees, and
23 costs of suit.

24 **SECOND CAUSE OF ACTION**

25 **Unpaid Overtime (Lab. Code §§ 226.2, 510, 1198)**

26 **(By Plaintiff and the Overtime Class Against All Defendants)**

27 32. The preceding paragraphs are re-alleged and incorporated by this reference.
28

1 33. As discussed above, for employees compensated on a piece-rate or mileage basis,
2 Section 226.2 provides that employees shall be compensated for non-productive time—i.e., any time
3 under the employer’s control that is not directly related to the activity being compensated on a piece-
4 rate or mileage basis—separate from any piece-rate or mileage compensation. Section 226.2 does not
5 limit or alter overtime compensation requirements or the obligation to compensate employees for all
6 hours.

7 34. Section 510 and the applicable IWC Wage Order provide that “[a]ny work in excess of
8 eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight
9 hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no
10 less than one and one-half times the regular rate of pay for an employee” and that “[a]ny work in excess
11 of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for
12 an employee.” Section 1198 makes unlawful conditions of labor that are prohibited by the applicable
13 IWC Wage Order.

14 35. As a matter of policy and practice, Defendants fail to pay all overtime wages and
15 doubletime wages for all overtime and doubletime hours or non-productive time worked by Plaintiff
16 and the Overtime Class. For example, Plaintiff and the Overtime Class are required to conduct pre-trip
17 inspections and post-trip inspections each day but are not paid for such non-productive time. Similarly,
18 Plaintiff and the Overtime Class are required to spend time loading trucks but are not paid for the first
19 two hours of such non-productive time. Likewise, Plaintiff and the Unpaid Wage Class are required to
20 spend time fueling trucks but are not paid such non-productive time. As such, when such non-
21 productive time exceeds eight hours in one workday, 40 hours in one workweek, or occurs on a seventh
22 day of one workweek, Plaintiff and the Overtime Class are owed overtime wages. Similarly, when such
23 non-productive time exceeds 12 hours in one workday, Plaintiff and the Overtime Class are owed
24 doubletime wages.

25 36. Based on Defendants’ failure to pay all overtime wages and doubletime wages to
26 Plaintiff and the Overtime Class and as a matter of policy and practice, Defendants fail to timely pay all
27 due wages or timely pay all due wages upon separation of employment. On information and belief,
28 Defendants were advised by skilled lawyers and knew, or should have known, of the mandates of the

1 Labor Code as it relates to Plaintiff's allegations. As alleged herein and as a matter of policy and
2 practice, Defendants routinely fail to pay all overtime wages and doubletime wages and thus do not
3 timely pay Plaintiff and the Overtime Class all owing wages. On information and belief, Defendants
4 were advised by skilled lawyers and knew, or should have known, of the mandates of the Labor Code as
5 it relates to Plaintiff's allegations. Because Defendants willfully fail to timely pay Plaintiff and the
6 Overtime Class all overtime wages and doubletime wages due, Defendants are subject to applicable
7 penalties.

8 37. Such a pattern, practice, and uniform administration of corporate policy is unlawful and
9 entitles Plaintiff and the Overtime Class to recover underpaid overtime wages and doubletime wages,
10 including interest thereon, applicable penalties, including waiting time penalties, attorneys' fees, and
11 costs of suit.

12 **THIRD CAUSE OF ACTION**

13 **Inaccurate Itemized Wage Statements (Lab. Code § 226(a), 226.2)**

14 **(By Plaintiff and the Wage Statement Class Against All Defendants)**

15 38. The preceding paragraphs are re-alleged and incorporated by this reference.

16 39. Section 226(a) requires an employer to furnish to its employees itemized wage
17 statements that show accurate information, including without limitation, the total hours worked, the
18 number of piece-rate or mileage units earned and any applicable piece or mileage rate if the employee is
19 paid on a piece-rate or mileage basis, all applicable hourly rates in effect during the pay period, and the
20 corresponding number of hours worked at each hourly rate by the employee. Similarly, Section 226.2
21 generally requires an employer to furnish to its employees itemized wage statements that show the total
22 hours of other nonproductive time, the rate of compensation, and the gross wages paid for that time
23 during the pay period.

24 40. As a matter of policy and practice, Defendants fail to provide accurate itemized wage
25 statements to Plaintiff and the Wage Statement Class. Specifically, although Plaintiff and the Wage
26 Statement Class are paid on a mileage basis, Defendants furnish wage statements that do not show the
27 number of miles being paid or the rate of pay per mile. Similarly, although Plaintiff and the Wage
28 Statement Class also work non-productive time, Defendants furnish wage statements that do not show

1 the total hours worked, total non-productive hours worked, all applicable hourly rates of pay, the
2 corresponding number of hours worked for “Loading Pay” or other non-productive time worked, or any
3 information as to how such wages are calculated.

4 41. Such a pattern, practice, and uniform administration of corporate policy is unlawful and
5 entitles Plaintiff and the Wage Statement Class to recover applicable penalties, attorneys’ fees, and costs
6 of suit.

7 **FOURTH CAUSE OF ACTION**

8 **Unfair or Unlawful Business Practices (Bus. & Prof. Code §§ 17200 et seq.)**

9 **(By Plaintiff, the Unpaid Wage Class, and the Overtime Class Against All Defendants)**

10 42. The preceding paragraphs are re-alleged and incorporated by this reference.

11 43. Plaintiff is informed and believes that Defendants have engaged and continue to engage
12 in unfair and unlawful business practices in California by utilizing the employment policies and
13 practices alleged herein, including the failure to pay minimum wages, overtime wages, or doubletime
14 wages for all hours or non-productive time worked.

15 44. Defendants’ utilization of such unfair and unlawful business practices constitutes unfair
16 or unlawful competition and provides an unfair advantage over Defendants’ competitors, as proscribed
17 by the UCL. Defendants have deprived Plaintiff, the Unpaid Wage Class, and the Overtime Class the
18 minimum working condition standards and conditions due to them under the Labor Code and applicable
19 IWC Wage Orders.

20 45. Such a pattern, practice, and uniform administration of corporate policy is unlawful and
21 entitles Plaintiff, the Unpaid Wage Class, and the Overtime Class to full restitution of all monies
22 withheld, acquired, or converted by Defendants by means of the unfair practices complained of herein,
23 including interest thereon, attorneys’ fees, and costs of suit.

24 **FIFTH CAUSE OF ACTION**

25 **Violation of Labor Code §§ 2698 *Et Seq.***

26 **(By Plaintiff and Aggrieved Employees Against All Defendants)**

27 46. The preceding paragraphs are re-alleged and incorporated by this reference.

47. Pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698 *et seq.* (“PAGA”), Plaintiff brings this cause of action as a proxy for the State of California. In this capacity, Plaintiff seeks penalties for Defendants’ violations of Sections 201-204, 226, 226.2, 510, 1182.12, 1197, and 1198, committed since September 15, 2019, against all aggrieved employees. Under Section 2699(c), Plaintiff is an “aggrieved employee,” as one or more of the alleged violations was committed against Plaintiff as an employee of Defendants. As stated herein, Defendants underpay sick pay wages and fail to provide accurate itemized wage statements.

48. On or about November 13, 2020, Plaintiff sent written notice to the Labor & Workforce Development Agency (“LWDA”) of facts and theories for Defendants’ violations of Sections 201-204, 226, 226.2, 510, 1182.12, 1197, and 1198. Plaintiff simultaneously sent written notice to Defendants via certified mail. As of the date of the filing of this Complaint, the LWDA has neither responded nor indicated that it intends to investigate the allegations in the written notice.

49. As such, pursuant to Section 2699(a) and (f), Plaintiff seeks recovery of all applicable penalties for Defendants' violations against all aggrieved employees for the period described above.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment for himself 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;
3. For an order appointing Counsel for Plaintiff as Class Counsel;
4. Upon the First Cause of Action for damages, including unpaid wages and interest thereon, penalties, and liquidated damages pursuant to Sections 203, 210, 218.6, 1194, 1194.2, and for costs and attorneys' fees;
5. Upon the Second Cause of Action for damages, including unpaid wages, interest thereon, and penalties pursuant to Sections 203, 210, 218.6, and 1194, and for costs and attorneys' fees;
6. Upon the Third Cause of Action for penalties pursuant to Section 226, and for costs and attorneys' fees;

7. Upon the Fourth Cause of Action for restitution of all funds unlawfully acquired by Defendants by any acts or practices declared to be in violation of the UCL, including interest thereon, and for costs and attorneys' fees;

8. Upon the Fifth Cause of Action for penalties according to proof pursuant to Sections 210, 226.3, 558, 1197.1, and 2699, and for costs and attorneys' fees;

9. Upon each cause of action for attorneys' fees and costs as provided by Sections 218.5, 226, and 2699, and Code of Civil Procedure section 1021.5; and

10. For such other and further relief that the Court may deem just and proper.

DATED: March 12, 2021

DIVERSITY LAW GROUP, P.C.

By: _____

Larry W. Lee
Simon L. Yang
Attorneys for Plaintiff