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Attorneys for Plaintiff, the Class, and Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CRUZ

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

Plaintiff,

vs.

GO WIRELESS, INC., a Nevada corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 21CV00185

**CLASS AND REPRESENTATIVE ACTION
COMPLAINT**

- (1) Unpaid Sick Pay Wages
(Lab. Code §§ 201-204, 233, 246)**
- (2) Unpaid Overtime Wages
(Lab. Code §§ 510, 1198)**
- (3) Inaccurate Itemized Wage Statements
(Lab. Code § 226(a));**
- (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

1 On behalf of herself and other similarly situated current and former employees of Defendants,
2 and as a proxy for the State of California, Plaintiff, Kristy Vess, submits this Class and Representative
3 Action Complaint against Defendant, Go Wireless, Inc., and Does 1 through 50 (collectively,
4 “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 201-202, 204, 226, 233, 246, 510,
9 and 1198, and seeks penalties, damages, and other relief pursuant to, among other provisions, Labor
10 Code sections 203, 210, 218, 218.5, 218.6, 226.3, 248.5, 558, 1194, and 2698 *et seq.*, and the Unfair
11 Competition Law, codified at Business and Professions Code sections 17200 *et seq.* (the “UCL”).¹

12 2. Plaintiff is informed and believes that Defendants have jointly and severally acted
13 intentionally and with deliberate indifference and conscious disregard to the rights of employees by
14 failing to pay or timely pay all sick pay wages, failing to pay or timely pay all overtime wages, and
15 failing to provide accurate itemized wage statements.

16 3. Defendants routinely fail to pay sick pay wages at the regular rate of pay. Specifically,
17 Plaintiff and other non-exempt employees regularly earn non-discretionary remuneration, including for
18 example commissions, that Defendants fail to consider when paying sick pay wages. Rather than pay
19 sick pay wages at the regular rate of pay, Defendants underpay sick pay wages to Plaintiff and other
20 non-exempt employees at their base rates of pay.

21 4. Defendants also routinely fail to pay all overtime wages at 1.5 times or 2.0 times the
22 regular rate of pay. Again, Plaintiff and other non-exempt employees regularly earn non-discretionary
23 remuneration, including for example commissions, that Defendants fail to consider when paying
24 overtime wages. By miscalculating the regular rate of pay, Defendants underpay overtime wages to
25 Plaintiff and other non-exempt employees.

26 5. Defendants also routinely fail to provide accurate itemized wage statements to Plaintiff
27 and other employees. First, as a result of the above practices, Defendants fail to furnish Plaintiff and
28

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

1 other non-exempt employees with wage statements that accurately show and itemize sick pay and
2 overtime wage rates, gross wages earned, and net wages earned. Second, for certain non-discretionary
3 remuneration, including for example “Commissions” or “CoEff Look Back,” Defendants fail to furnish
4 Plaintiff and other non-exempt employees with wage statements that show and itemize all applicable
5 hourly rates and the corresponding number of hours worked at each hourly rate, the number of non-
6 hourly units earned and any applicable non-hourly rates, or the dates of the period for which the
7 employee is paid the wages. Instead, Defendants furnish Plaintiff and other non-exempt employees with
8 wage statements that state a total amount of the non-discretionary remuneration, without providing any
9 hourly or non-hourly rates of pay, hours or units paid, or the period the non-discretionary remuneration
10 is being paid.

11 6. Plaintiff is informed and believes that Defendants have engaged in, among other things, a
12 system of willful violations of the Labor Code by creating and maintaining policies, practices, and
13 customs that knowingly deny its employees the above stated rights and benefits.

14 7. The policies, practices, and customs of Defendants resulted in unjust enrichment of
15 Defendants and an unfair business advantage over businesses that routinely adhere to the strictures of
16 the Labor Code.

17 JURISDICTION AND VENUE

18 8. The Complaint seeks relief exceeding \$25,000.00. The Court has jurisdiction of
19 Defendants’ violations of Sections 201-202, 204, 226, 233, 246, 510, and 1198, and the UCL.

20 9. Venue is proper in the County of Santa Cruz. Plaintiff worked for Defendants in
21 Capitola, California.

22 PARTIES

23 10. In 2018 Plaintiff began working for Defendants and worked in California for Defendants
24 for 30 or more days within a year. Until her employment as an assistant store manager ended in or about
25 September of 2020, Plaintiff was paid on an hourly basis as a non-exempt employee and additionally
26 earned non-discretionary remuneration, including for example commissions. Plaintiff worked in excess
27 of eight hours in a day or 40 hours in a week, worked in excess of 12 hours in a day, and also accrued
28 and used paid sick leave. Because all non-hourly remuneration was not considered when calculating

1 Plaintiff's regular rate of pay, Plaintiff was underpaid sick pay wages and overtime wages. Plaintiff also
2 was not provided with accurate itemized wage statements. Plaintiff thus is a victim of the policies,
3 practices, and customs of Defendants complained of in this action in ways that have deprived her of the
4 rights guaranteed by the Labor Code and the UCL.

5 11. Plaintiff is informed and believes that Defendant, Go Wireless, Inc., was and is a Nevada
6 corporation. Plaintiff is informed and believes that at all times herein mentioned named defendants and
7 Does 1 through 50, were and are corporations, business entities, individuals, or partnerships that were
8 and are licensed to do business or actually doing business in the State of California. Based upon all the
9 facts and circumstances incident to Defendants' business, Defendants are subject to Sections 201-202,
10 204, 226, 233, 246, 510, and 1198, and the UCL.

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

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

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

27 15. Plaintiff is informed and believes that at all times material hereto each of the Defendants
28 (i) aided and abetted the acts and omissions of each of the other Defendants in proximately causing the

1 alleged harms, or (ii) were members of, engaged in, and acting within the course and scope of, and in
2 pursuance of, a joint venture, partnership, or common enterprise.

3 CLASS ACTION ALLEGATIONS

4 16. **Definition:** Pursuant to Code of Civil Procedure section 382. Plaintiff seeks class
5 certification of the following classes: (i) all current and former non-exempt employees of Defendants in
6 the State of California who were paid sick pay wages in any workweek in which they earned non-
7 discretionary remuneration, including for example commissions, at any time since July 29, 2016 (the
8 “Sick Pay Class”), (ii) all current and former non-exempt employees of Defendants in the State of
9 California who were paid overtime wages in any workweek in which they earned non-discretionary
10 remuneration, including for example commissions, at any time since July 29, 2016 (the “Overtime
11 Class”), (iii) all current and former non-exempt employees of Defendants in the State of California who
12 earned non-discretionary remuneration, including for example commissions or “CoEff Look Back,” at
13 any time since July 29, 2019 (the “Wage Statement Class”), and (iv) all current and former non-exempt
14 employees of Defendants in the State of California who were paid either sick pay wages and overtime
15 wages in any workweek in which they earned non-discretionary remuneration, including for example
16 commissions, at any time since July 29, 2019 (the “Wage Statement Sub-Class”). The Sick Pay Class,
17 Overtime Class, Wage Statement Class, and Wage Statement Sub-Class are collectively referred to as
18 the “Class.”

19 17. **Numerosity and Ascertainability:** The members of the Class are so numerous that
20 joinder of all members would be impractical, if not impossible. The identities of the members of the
21 Class are readily ascertainable by review of Defendants’ records, including payroll records. Plaintiff is
22 informed and believes that Defendants violated Sections 201-202, 204, 226, 233, 246, 510, and 1198,
23 and the UCL against Plaintiff and the Class by failing to pay or timely pay all sick pay wages, failing to
24 pay or timely pay all overtime wages, and failing to provide accurate itemized wage statements.

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

3 19. **Common Question of Law and Fact:** There are predominant common questions of law
4 and fact and a community of interest amongst the claims of Plaintiff and the Class. Plaintiff is informed
5 and believes that Defendants uniformly administer a corporate policy and practice of (i) routinely failing
6 to pay or timely pay all sick pay wages, (ii) routinely failing to pay or timely pay all overtime wages,
7 and (iii) routinely failing to provide accurate itemized wage statements.

8 20. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the Class
9 in that Plaintiff suffered the alleged harms in a similar and typical manner as other members of the Class
10 suffered. As with other members of the Class, Plaintiff was paid on an hourly basis as a non-exempt
11 employee and additionally earned non-discretionary remuneration, including for example commissions.
12 Because all non-hourly remuneration was not considered when calculating Plaintiff's regular rate of
13 pay, Plaintiff was underpaid sick pay wages and overtime wages. Plaintiff also was not provided with
14 accurate itemized wage statements. Plaintiff thus is a member of the Class and has suffered the alleged
15 violations of the Labor Code.

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

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

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

24. Defendants' pattern, practice, and uniform administration of corporate policy in violation of the Labor Code is unlawful. Proof of a common business practice or factual pattern will establish the rights of Plaintiff and the Class under Sections 201-204, 210, 218, 218.5, 218.6, 226, 226.3, 233, 246, 248.5, 510, 558, 1194, 1198, and 2698 et seq., applicable IWC Wage Orders, the UCL, and Code of Civil Procedure section 1021.5 to recover damages and restitution, including unpaid wages and interest thereon, applicable penalties, reasonable attorneys' fees, and costs of suit.

25. 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 Sick Pay Wages (Lab. Code §§ 201-204, 233, 246)

(By Plaintiff and the Sick Pay Class Against All Defendants)

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

27. Section 233 provides that an employer must permit an employee to use accrued sick leave in accordance with Section 246.5 at the employee's then current rate of entitlement. Section 246 provides that an employee is entitled to sick pay wages for use of accrued sick leave. Once accrued sick leave is used as paid sick time, an employee has a vested right to sick pay wages, which an employer must calculate and compensate based on one of two calculations: (i) "Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that

workweek,” or (ii) “Paid sick time for nonexempt employees shall be calculated by dividing the employee’s total wages, not including overtime premium pay, by the employee’s total hours worked in the full pay periods of the prior 90 days of employment.”

28. As a matter of policy and practice, Defendants pay sick pay wages to Plaintiff and the Sick Pay Class at the incorrect rate of pay. Plaintiff and the Sick Pay Class regularly use accrued sick leave in workweeks in which they also earn non-discretionary remuneration, including for example commissions. As a matter of policy and practice, Defendants pay Plaintiff and the Sick Pay Class at the base hourly rate of pay, as opposed to the regular rate of pay, which would consider all non-discretionary remuneration in addition to their base hourly wages, including for example commissions, or the rate resulting from dividing the employees’ total wages, not including overtime premium pay, by the employees’ total hours worked in the full pay periods of the prior 90 days of employment, as required by Section 246. This results in underpayments of sick pay wages to Plaintiff and the Sick Pay Class.

29. Section 204 provides that wages generally are due and payable twice during each calendar month and to be paid no later than the payday for the next regular payroll period. Consistent with Section 204, Section 246 specifically requires that vested sick pay wages are due and to be paid no later than the payday for the next regular payroll period after accrued sick leave is used as paid sick time. Similarly, Section 201 provides that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. Section 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. The Labor Code penalizes untimely payments. For example, Section 203 provides that if an employer willfully fails to pay wages owed in accordance with Sections 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. Likewise, Section 210 provides penalties for violations of Section 204.

30. As alleged herein and as a matter of policy and practice, Defendants routinely underpay sick pay wages and thus do not timely pay Plaintiff and the Sick Pay Class all owing and underpaid sick pay wages. As a result, Defendants violate Sections 201-204, 233, and 246, among other Labor Code provisions. On information and belief, Defendants were advised by skilled lawyers and knew, or should have known, of the mandates of the Labor Code as it relates to Plaintiff's allegations, especially since the California Supreme Court has explained that "[c]ourts have recognized that 'wages' also include those benefits to which an employee is entitled as a part of his or her compensation, including money, room, board, clothing, vacation pay, *and sick pay*." *Murphy v. Kenneth Cole Prods., Inc.*, 40 Cal. 4th 1094, 1103 (2007) (emphasis added). Because Defendants willfully fail to timely pay Plaintiff and the Sick Pay Class all sick pay wages due, Defendants are subject to applicable penalties.

31. Such a pattern, practice, and uniform administration of corporate policy is unlawful and entitles Plaintiff and the Sick Pay Class to underpaid sick pay, including interest thereon, applicable penalties, attorneys' fees, and costs of suit.

SECOND CAUSE OF ACTION

Unpaid Overtime (Lab. Code §§ 510, 1198)

(By Plaintiff and the Overtime Class Against All Defendants)

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

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

34. As a matter of policy and practice, Defendants fail to pay all overtime wages due to Plaintiff and the Overtime Class. Plaintiff and the Overtime Class regularly work hours entitled to overtime wages in workweeks in which they also earn non-discretionary remuneration, including for example commissions. Defendants fail to consider such remuneration when paying overtime wages. By

1 miscalculating the regular rate of pay, Defendants underpay overtime wages to Plaintiff and the
2 Overtime Class.

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

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

12 **THIRD CAUSE OF ACTION**

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

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

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

16 38. Section 226(a) requires an employer to furnish to its employees itemized wage
17 statements that show accurate information, including without limitation, all applicable hourly rates in
18 effect during the pay period and the corresponding number of hours worked at each hourly rate, the
19 number of non-hourly units earned and any applicable non-hourly rate, the inclusive dates of the period
20 for which the employee is paid, the gross wages earned, and the net wages earned.

21 39. As a matter of policy and practice, Defendants fail to provide accurate itemized wage
22 statements to Plaintiff and the Wage Statement Sub-Class. Specifically, because of Defendants' sick pay
23 and overtime violations, Defendants fail to furnish Plaintiff and the Wage Statement Sub-Class with
24 wage statements that accurately itemize and show sick pay and overtime wage rates, gross wages
25 earned, and net wages earned.

26 40. As a matter of policy and practice, Defendants also fail to provide accurate itemized
27 wage statements to Plaintiff and the Wage Statement Class. Specifically, for certain non-discretionary
28 remuneration, including for example "Commissions" or "CoEff Look Back," Defendants furnish

1 Plaintiff and the Wage Statement Class with wage statements that state a total amount of non-
2 discretionary remuneration, without providing any hourly or non-hourly rates of pay, hours or units
3 paid, or the period the non-discretionary remuneration is being paid. Defendants thus fail to furnish
4 Plaintiff and all other employees with wage statements that itemize and show all applicable hourly rates
5 and the corresponding number of hours worked at each hourly rate, the number of non-hourly units
6 earned and any applicable non-hourly rates, or the dates of the period for which the employee is paid the
7 wages.

8 41. Such a pattern, practice, and uniform administration of corporate policy is unlawful and
9 entitles Plaintiff, the Wage Statement Class, and Wage Statement Sub-Class to recover applicable
10 penalties, attorneys' fees, and costs of suit.

11 **FOURTH CAUSE OF ACTION**

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

13 **(By Plaintiff, the Sick Pay Class, and the Overtime Class Against All Defendants)**

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

15 43. Plaintiff is informed and believes that at Defendants have engaged and continue to
16 engage in unfair and unlawful business practices in California by utilizing the employment policies and
17 practices alleged herein, including the failures to pay or timely pay all sick pay wages and overtime
18 wages.

19 44. Defendants' utilization of such unfair and unlawful business practices constitutes unfair
20 and unlawful competition and provides an unfair advantage over Defendants' competitors, as proscribed
21 by the UCL. Defendants have deprived Plaintiff and the Class the minimum working condition
22 standards and conditions due to them under the Labor Code and applicable IWC Wage Orders.

23 45. Such a pattern, practice, and uniform administration of corporate policy is unlawful and
24 entitles Plaintiff, the Sick Pay Class, and the Overtime Class to restitution of all sums benefitting
25 Defendants by means of the unfair or unlawful practices complained of herein, including interest
26 thereon, attorneys' fees, and costs of suit.

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1 **FIFTH CAUSE OF ACTION**

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

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

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

5 47. Pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698
6 *et seq.* (“PAGA”), Plaintiff brings this cause of action as a proxy for the State of California. In this
7 capacity, Plaintiff seeks penalties for Defendants’ violations of Sections 201-204, 226, 233, 246, 510,
8 and 1198, committed since July 29, 2019, against all aggrieved employees.

9 48. As stated herein, Defendants fail to pay or timely pay all sick pay wages, fail to pay or
10 timely pay all overtime wages, and fail to provide accurate itemized wage statements. Under Section
11 2699(c), Plaintiff is an “aggrieved employee,” as one or more of the alleged violations was committed
12 against Plaintiff as an employee of Defendants.

13 49. On or about January 19, 2021, Plaintiff sent written notice to the Labor & Workforce
14 Development Agency (“LWDA”) of specific facts and theories for Defendants’ violations of Sections
15 201-204, 226, 233, 246, 510, and 1198. Plaintiff simultaneously sent written notice to Defendants via
16 certified mail. As of the date of the filing of this Complaint, the LWDA has neither responded nor
17 indicated that it intends to investigate the allegations in the written notice.

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

20 **PRAYER FOR RELIEF**

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

- 23 1. For an order certifying the proposed Class;
- 24 2. For an order appointing Plaintiff as the representative of the Class;
- 25 3. For an order appointing Counsel for Plaintiff as Class Counsel;
- 26 4. Upon the First Cause of Action for damages, including sick pay wages and interest
- 27 thereon, penalties, and costs and attorneys’ fees, pursuant to Sections 203, 210, 218, 218.5, 218.6, 233,
- 28 246, and 248.5;

5. Upon the Second Cause of Action for damages, including overtime wages and interest thereon, penalties, and costs and attorneys' fees, pursuant to Sections 203, 210, 218.5, 218.6, and 1194;

6. Upon the Third Cause of Action for penalties and for costs and attorneys' fees, pursuant to Section 226;

7. Upon the Fourth Cause of Action for restitution of all funds 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 and for costs and attorneys' fees, pursuant to Sections 210, 226.3, 248.5, 558, and 2699;

9. Upon each cause of action for attorneys' fees and costs as provided by Sections 218.5, 218.6, 226, 233, 1198, 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: January 25, 2021

DIVERSITY LAW GROUP, P.C.

By: _____

Larry W. Lee
Simon L. Yang
Attorneys for Plaintiff