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County of Stanislaus
Clerk of the Court
By: Narely Garcia, Deputy

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*ADDITIONAL ATTORNEYS ON FOLLOWING PAGE

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS**

ISRAEL HERMOSILLO, individually and
on behalf of all others similarly situated,

Plaintiff,

vs.

AMERICOLD LOGISTICS, LLC, a
limited liability company; and DOES 1
through 50, inclusive,

Defendants.

Case No. CV-21-003009

[Assigned for all purposes to the Hon. Stacy P.
Speiller in Dept 22]

**JOINT STIPULATION FOR LEAVE TO
FILE FIRST AMENDED COMPLAINT;
[PROPOSED] ORDER**

Complaint Filed: June 10, 2021
Trial Date: TBD

1 ADDITIONAL COUNSEL

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1 Plaintiff Israel Hermosillo (“Plaintiff”) and Defendant Americold Logistics, LLC
2 (“Defendant”) (collectively, the “Parties”), by and through their respective counsel of record,
3 herein stipulate as follows:

4 WHEREAS, on June 10, 2021, Plaintiff filed an unverified Class Action Complaint for
5 Damages alleging a single cause of action for violation of California Labor Code § 226;

6 WHEREAS, on July 28, 2021, Defendant filed an Answer to Plaintiff’s Complaint;

7 WHEREAS, the Parties agreed to the filing of a First Amended Complaint (“FAC”) to
8 add additional causes of action for: (2) violation of Labor Code §§ 510, 1194; (3) violation of
9 Labor Code §226.7 and 512; (4) violation of Labor Code §§ 201-203, 233 and 246; (5) violation
10 of Business and Professions Code § 17200, *et seq.*; and (6) violation of Labor Code § 2698, *et*
11 *seq.*

12 WHEREAS, the parties have met and conferred and have agreed that Plaintiff may be
13 granted leave to amend to file the attached FAC;

14 WHEREAS, Plaintiff has provided a copy of the FAC to Defendant; and

15 WHEREAS, Defendant has reviewed Plaintiff’s proposed FAC and, while reserving any
16 and all procedural and substantive objections or other rights with respect to the FAC, hereby
17 stipulates only to the filing of the FAC as the operative complaint;

18 NOW THEREFORE, the Parties STIPULATE and REQUEST as follows:

19 1. That Plaintiff be granted leave to file the First Amended Complaint, a true and
20 correct copy of which is attached hereto as **Exhibit A**;

21 2. That Plaintiff’s First Amended Complaint shall be deemed filed as of the date of
22 execution of the [Proposed] Order filed herewith; and

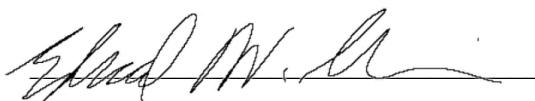
23 3. That Defendant shall have thirty (30) days from the date the Order is executed by
24 the Court to file a responsive pleading to the First Amended Complaint.

25 IT IS SO STIPULATED.
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2 Dated: December 14, 2021

DIVERSITY LAW GROUP
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4
5
6 By:



Larry W. Lee
Edward Choi
Dennis S. Hyun
William L. Marder
Attorneys for Plaintiff and the Class

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11 DATED: December 22, 2021

LITTLER MENDELSON

12
13
14 By:



15 Britney N. Torres
16 Evertt C. Martin
17 Attorneys for Americold Logistics, LLC
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[PROPOSED] ORDER

THE COURT, having received and reviewed the Joint Stipulation for Leave to File First Amended Complaint (“Stipulation”), and GOOD CAUSE appearing, herein orders as follows:

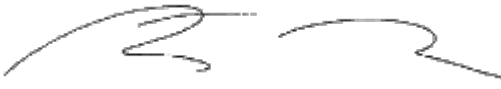
1. Plaintiff Israel Hermosillo (“Plaintiff”) is granted leave to file the First Amended Complaint, attached as **Exhibit A** to the Stipulation;

2. The First Amended Complaint shall be deemed filed as of the date of execution of this Order;

3. Defendant shall have thirty (30) days from the date of this Order to answer the First Amended Complaint.

IT IS SO ORDERED.

DATED: 1/3/22



HONORABLE STACY P. SPEILLER
SUPERIOR COURT OF CALIFORNIA

EXHIBIT A

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS

ISRAEL HERMOSILLO, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

AMERICOLD LOGISTICS, LLC, a limited
liability company; and DOES 1 through 50,
inclusive,

Defendants.

Case No. CV-21-003009

[Assigned to the Hon. Stacy Speiller, Dept. 22]

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES FOR:**

- (1) VIOLATION OF LABOR CODE § 226;**
- (2) VIOLATION OF LABOR CODE §§ 510,
1194;**
- (3) VIOLATION OF LABOR CODE § 226.7
AND 512;**
- (4) VIOLATION OF LABOR CODE §§ 201-
203, 233 AND 246;**
- (5) VIOLATION OF BUS. & PROF. CODE
§ 17200, ET SEQ.; AND**
- (6) VIOLATION OF LABOR CODE § 2698,
ET SEQ.**

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ADDITIONAL COUNSEL

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1 Plaintiff Israel Hermosillo (“Plaintiff”) hereby submits this First Amended Class Action
2 Complaint against Defendants AmeriCold Logistics, LLC, a Delaware limited liability company
3 (“Defendant” or the “Company”), and Does 1-50 (hereinafter collectively referred to as
4 “Defendants”), individually and on behalf of a class of all other similarly situated current and former
5 employees of Defendants for penalties and/or damages for failure to provide accurate itemized wage
6 statements, failure to pay overtime wages at the regular rate of pay, failure to pay meal break
7 premiums at the regular rate of pay, failure to pay sick pay wages at the regular rate of pay and for
8 waiting time penalties, as follows:

9 **INTRODUCTION**

10 1. This class action is within the Court’s jurisdiction under California Labor Code §§201-
11 203, 226, 226.7, 233, 246, 510, 512, 1194, the applicable Wage Orders of the Industrial and Welfare
12 Commission (the “IWC”) and Business & Professions Code §17200, *et seq.* (“UCL”).

13 2. This Complaint challenges systemic illegal employment practices resulting in
14 violations of the California Labor Code against Defendant’s employees.

15 3. Plaintiff is informed and believes and based thereon alleges that Defendants jointly and
16 severally have acted intentionally and with deliberate indifference and conscious disregard to the
17 rights of all employees by failing to provide accurate itemized wage statements to these employees.

18 **JURISDICTION AND VENUE**

19 4. The Court has jurisdiction over the violations of the California Labor Code §§201-203,
20 226, 226.7, 233, 246, 510, 512, 1194, and 2698, *et seq.*

21 5. Venue is proper in Stanislaus County because Plaintiff worked for Defendant in the
22 City of Modesto, California.

23 **PARTIES**

24 6. On or about November 7, 2019, Plaintiff was hired by Defendant and worked as a non-
25 exempt warehouse employee. Plaintiff is still currently employed by Defendant.

26 7. Plaintiff is informed and believes and based thereon alleges that Defendant was and is a
27 limited liability company which operates temperature controlled warehouses and provides
28 transportation services throughout the United States, including in Stanislaus County.

1 8. Plaintiff is informed and believes and based thereon alleges that at all times herein
2 mentioned Defendant and DOES 1 through 50 are and were business entities, individuals, and
3 partnerships, licensed to do business and actually doing business in the State of California.

4 9. As such, and based upon all the facts and circumstances incident to Defendants'
5 business in California, Defendants are subject to Labor Code §§201-203, 226, 226.7, 246, 510, 512,
6 1194 and the applicable Wage Orders.

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

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

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

25 13. At all times herein mentioned, Defendants, and each of them, were members of, and
26 engaged in, a joint venture, partnership and common enterprise, and acting within the course and
27 scope of, and in pursuance of, said joint venture, partnership and common enterprise.
28

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

CLASS ACTION ALLEGATIONS

15. **Definition:** The named individual Plaintiff seeks class certification, pursuant to California Code of Civil Procedure § 382, of the following classes:

a. All of Defendant’s current and former California non-exempt employees who have been paid overtime wages at any time from June 10, 2020, through the present (the “Overtime Wage Statement Class”);

b. All of Defendant's current and former California non-exempt employees who have been paid shift premium and/or shift differential wages at any time from June 10, 2020, through the present (the "Shift Differential Wage Statement Class");

c. All of Defendant's current and former California non-exempt employees who have been paid items of pay such as "Special Earn" which should not have been counted as hours worked, but were included in the total hours worked at any time from June 10, 2020 through the present (the "Total Hours Worked Wage Statement Class");

d. All of Defendant's current and former California non-exempt employees who earned overtime wages and non-discretionary incentives during the same period at any time from April 17, 2020 to the present (the "Overtime Class");

e. All of Defendant’s current and former California non-exempt employees who earned meal break premium wages and non-discretionary incentives during the same period at any time from April 17, 2020 to the present (the “Meal Break Class”); and

f. All of Defendant's current and former California non-exempt employees who have been paid sick pay wages and non-discretionary incentives during the same period at any

time from April 17, 2020 to the present (the “Sick Pay Class”).

16. **Numerosity and Ascertainability:** The members of the Class are so numerous that joinder of all members would be impractical, if not impossible. The identity of the members of the Class is readily ascertainable by review of Defendants’ records, including payroll records. Plaintiff is informed and believes and based thereon alleges that Defendants (a) failed to provide accurate itemized wage statements in violation of Labor Code § 226; (b) failed to pay proper overtime wages; (c) failed to pay proper meal break premium wages; and (d) failed to pay proper sick pay wages.

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

18. Defendants uniformly administered a corporate policy, practice that (a) failed to provide accurate itemized wage statements in violation of Labor Code § 226; (b) failed to pay proper overtime wages; (c) failed to pay proper meal break premium wages; and (d) failed to pay proper sick pay wages.

19. **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’ practice that (a) failed to provide accurate itemized wage statements in violation of Labor Code § 226; (b) failed to pay proper overtime wages; (c) failed to pay proper meal break premium wages; and (d) failed to pay proper sick pay wages.

20. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the Class in that Plaintiff has suffered the harm alleged in this Complaint in a similar and typical manner as the Class members. Plaintiff is a victim of Defendant’s violation Labor Code § 226. First, whenever shift differential/premium wages were paid to Plaintiff and Class Members, the corresponding wage statements failed to identify the applicable rate of pay and hours used to calculate such wages. Second, whenever overtime wages were paid to Plaintiff and Class Members, the rate of pay identified for such wages were displayed as the base hourly rate of pay rather than the overtime

1 rate of pay. Further, Plaintiff was not paid her proper overtime wages because Defendant failed to
2 include her non-discretionary wages into the regular rate of pay for purposes of calculating overtime
3 wages. Similarly, Plaintiff was not paid proper meal break premium wages because Defendant failed
4 to include her non-discretionary wages into the regular rate of pay whenever meal break premium
5 wages were paid. Finally, Plaintiff was not paid proper sick pay wages because Defendant failed to
6 include her non-discretionary wages into the regular rate of pay whenever sick pay wages were paid.
7 As such, Plaintiff is a member of the Class and has suffered the alleged violations of California Labor
8 Code §§201-203, 226, 226.7, 233, 246, 510, 512, 1194 and the applicable Wage Orders.

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

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

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

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

4 24. Such a pattern, practice and uniform administration of corporate policy regarding
5 illegal employee compensation described herein is unlawful and creates an entitlement to recovery by
6 the Plaintiff and the Class identified herein of a common fund, including interest thereon, applicable
7 penalties, reasonable attorneys' fees, and costs of suit according to the mandate of California Labor
8 Code §§226, 1194, 2699 and Code of Civil Procedure § 1021.5.

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

12 **FIRST CAUSE OF ACTION**

13 **VIOLATION OF LABOR CODE § 226**

14 **(AGAINST ALL DEFENDANTS BY PLAINTIFF, ALL CLASSES)**

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

17 27. Defendants failed in their affirmative obligation to provide accurate itemized wage
18 statements. Labor Code § 226 requires that an employer provide an itemized wage statement every
19 time wages are paid to an employee. First, whenever shift differential/premium wages were paid to
20 Plaintiff and Class Members, the corresponding wage statements failed to identify the applicable rate
21 of pay and hours used to calculate such wages. Second, whenever overtime wages were paid to
22 Plaintiff and Class Members, the rate of pay identified for such wages were displayed as the base
23 hourly rate of pay rather than the overtime rate of pay. Third, whenever overtime wages and non-
24 discretionary wages were paid to Plaintiff and Class Members, the overtime wages were underpaid
25 because Defendant failed to include all of the non-discretionary wages into the regular rate of pay.
26 Fourth, whenever meal break premium wages and non-discretionary wages were earned during the
27 same period, the meal break premium wages were paid at the base rate of pay, instead of the regular
28 rate of pay that factored in the non-discretionary wages into the regular rate of pay. Fifth, whenever

1 sick pay wages and non-discretionary incentive wages were paid during the same period, the sick pay
2 was paid at the base rate of pay, instead of the regular rate of pay that factored in the non-discretionary
3 wages into the regular rate of pay. As a result of such violations, the wage statements failed to
4 identify the accurate rates of pay and the accurate gross/net wages earned. Finally, the total hours
5 worked was incorrectly calculated by including hours that were not actually worked during the pay
6 period.

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

11 **SECOND CAUSE OF ACTION**

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

13 **(BY PLAINTIFF AND THE OVERTIME CLASS AGAINST ALL DEFENDANTS)**

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

16 30. At all times relevant herein, Defendants failed to correctly calculate the regular rate of
17 pay by not properly calculating all non-discretionary remuneration in the regular rate of pay.
18 Specifically, whenever non-discretionary incentives were paid to the employees, such wages were not
19 factored into the regular rate of pay for purposes of calculating overtime wages. As such, additional
20 overtime wages are owed.

21 31. As a pattern and practice, DEFENDANTS regularly failed to pay Plaintiff and other
22 members of the Class their correct wages pursuant to Labor Code §§ 510, 558, and 1194 and
23 accordingly owe waiting time penalties pursuant to Labor Code § 203. Further, Plaintiff is informed
24 and believes and based thereon alleges that such failure to pay overtime was willful, such that Plaintiff
25 and Class Members whose employment has separated are entitled to waiting time penalties pursuant to
26 Labor Code §§ 201-203.

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1 **THIRD CAUSE OF ACTION**

2 **VIOLATION OF LABOR CODE §§ 226.7 AND 512**

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

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

6 33. Defendants failed in their affirmative obligation to pay meal break premium wages at
7 the regular rate of pay. Specifically, whenever meal break premium wages were paid, the meal break
8 premium wages were paid at the base hourly rate of pay, which did not include the non-discretionary
9 incentive wages earned during the same period. Thus, the meal break premium wages were not paid
10 at the regular rate of pay.

11 34. Plaintiff is informed and believes, and based thereon allege, that Defendants' willful
12 failure to provide all meal break premium pay and/or wages due and owing them upon separation from
13 employment results in a continued payment of wages up to thirty (30) days from the time the wages
14 were due. Therefore, Plaintiff and other members of the Class who have separated from employment
15 are entitled to compensation pursuant to Labor Code §§ 201-203.

16 35. Such a pattern, practice and uniform administration of corporate policy as described
17 herein is unlawful and creates an entitlement to recovery by the Plaintiff and Class Members identified
18 herein, in a civil action, for the unpaid balance of the unpaid premium compensation pursuant to Labor
19 Code §§ 201, 202, 203, 226.7 and 512, and the applicable IWC Wage Order, including interest
20 thereon, penalties, and costs of suit.

21 **FOURTH CAUSE OF ACTION**

22 **VIOLATION OF LABOR CODE §§ 201-203, 233 AND 246**

23 **(BY PLAINTIFF AND THE SICK PAY CLASS AGAINST ALL DEFENDANTS)**

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

26 37. Labor Code §246(l)(1) requires that nonexempt employees be paid sick time in the
27 same manner as the regular rate of pay for the workweek in which the employee uses paid sick time,
28 whether or not the employee actually works overtime in that workweek.

38. Labor Code §246(l)(2) requires that paid sick time for nonexempt employees 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.

39. Defendant violated Labor Code §246 by failing to pay sick pay at the regular rate of pay. Plaintiff and Waiting Time Class Members routinely earned non-discretionary incentive wages such as shift differential wages and thus increasing their regular rate of pay. However, when sick pay was paid, it was paid at their base rate of pay rather than the regular rate of pay, as required under Labor Code §246.

40. As a pattern and practice, Defendant regularly failed to pay Plaintiff and other members of the Class their correct wages and accordingly owe waiting time penalties pursuant to Labor Code § 203. Further, Plaintiff is informed and believes and based thereon alleges that such failure to pay sick pay at regular rate was willful, such that Plaintiff and Class Members whose employment has separated are entitled to waiting time penalties pursuant to Labor Code §§ 201-203.

FIFTH CAUSE OF ACTION

VIOLATION OF BUS. & PROF. CODE § 17200, ET SEQ.

**(BY PLAINTIFF, OVERTIME CLASS, SICK PAY CLASS, AND MEAL BREAK CLASS
AGAINST ALL DEFENDANTS)**

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

42. Defendant has engaged and continue to engage in unfair and unlawful business practices in California by practicing, employing and utilizing the employment practices outlined above, include, to wit, by failing to pay proper overtime, sick pay and meal break premium wages in violation of the California Labor Code and applicable IWC Wage Orders.

43. Defendant's utilization of such unfair and unlawful business practices constitutes unfair, unlawful competition and provides an unfair advantage over Defendant's competitors.

44. Plaintiff seeks as an individual and on behalf of other members of the Class similarly situated, full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by the Defendants by means of the unfair practices complained of

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

SIXTH CAUSE OF ACTION

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

(BY PLAINTIFF AS PROXY FOR STATE OF CALIFORNIA AGAINST ALL DEFENDANTS)

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

46. Plaintiff seeks penalties on behalf of the State of California for violations of Labor Code § 226(a) committed against all similarly aggrieved non-exempt employees who were paid any wages at any time from June 9, 2020, through the present.

47. On or about June 9, 2020, Plaintiff sent notice to Defendant and the Labor Workforce Development Agency (the “LWDA”) of the violations of Labor Code § 226(a)(2).

48. On August 27, 2021, Plaintiff sent an amendment to his June 9, 2020 notice to Defendant and the Labor Workforce Development Agency (the “LWDA”) of the violations of Labor Code §§201-203, 226, 226.7, 246, 510, 512 and 1194.

49. As of the date of the filing of this Complaint, the LWDA has not notified Plaintiff whether it intends to investigate the claims. Therefore, Plaintiff may seek applicable penalties under the PAGA.

50. Such a pattern, practice and uniform administration of corporate policy as described herein is unlawful and creates an entitlement to recovery by the Plaintiff on behalf of the State of California, in a civil action, for penalties pursuant to the PAGA, Labor Code §§ 226.3 and 2699(a), including interest thereon, attorneys’ fees, and costs of suit according to the mandate of PAGA for Defendant’s violations of Labor Code §§201-203, 226, 226.7, 233, 246, 510, 512, 1194, as well as

attorneys' fees and costs.

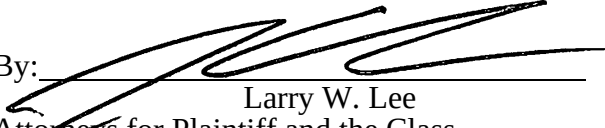
PRAYER FOR RELIEF

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

1. For an order certifying the proposed Class;
2. For an order appointing Plaintiff as the representative of the Class as described herein;
3. For an order appointing counsel for Plaintiff as Class counsel;
4. Upon the First Cause of Action, for damages and/or penalties pursuant to statute as set forth in California Labor Code § 226, and for costs and attorneys' fees;
5. Upon the Second Cause of Action, for damages and/or penalties pursuant to statute as set forth in California Labor Code §§ 510 and 1194, 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 §§ 226.7 and 512, and for costs;
7. Upon the Fourth Cause of Action, for damages and/or penalties pursuant to statute as set forth in California Labor Code §§ 201-203, 233, and 246, and for costs and attorneys' fees;
8. Upon the Fifth Cause of Action, for restitution of unpaid overtime and meal break premium wages, and for costs and attorneys' fees;
9. Upon the Sixth Cause of Action, for civil penalties, costs and attorneys' fees pursuant to Labor Code §§ 226.3 and 2699;
10. On all causes of action, for attorneys' fees and costs as provided by California Labor Code §§ 226, 1194, 2699, and Code of Civil Procedure § 1021.5; and
11. For such other and further relief as the Court may deem just and proper.

DATED: December 23, 2021

DIVERSITY LAW GROUP, P.C.

By: 

Larry W. Lee

Attorneys for Plaintiff and the Class

PROOF OF SERVICE

I am employed in the County of Los Angeles; I am over the age of 18 years and not a party to the within action; my business address is 515 S. Figueroa St. Suite 1250, Los Angeles, California 90071.

On December 23, 2021, I served the foregoing document(s) described as: **JOINT STIPULATION FOR LEAVE TO FILE FIRST AMENDED COMPLAINT; [PROPOSED] ORDER**, on the interested parties in this action by placing a true copy thereof, in a sealed envelope(s) addressed as follows:

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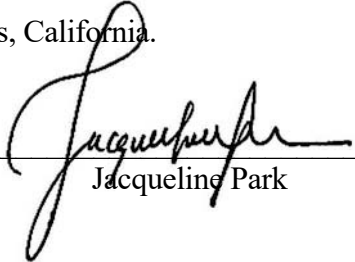
 X **BY ELECTRONIC SERVICE**

 X I caused the above-entitled document(s) to be served through the Odyssey eFileCA E-Filing System, addressed to all parties appearing on the electronic service list for the above-entitled case.

 X **(State)** I declare under penalty of perjury that the foregoing is true and correct.

 (Federal) I declare under penalty of perjury that the foregoing is true and correct, and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on December 23, 2021, at Los Angeles, California.



Jacqueline Park