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Superior Court of California
County of Stanislaus
Clerk of the Court
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Attorneys for Plaintiff and the Class

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

DEWEY ANDERSON, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

GRAHAM PACKAGING PET
TECHNOLOGIES, INC., a Delaware
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: CV-21-005550

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES**

- (1) **VIOLATION OF LABOR CODE §§ 510, 558, AND 1194;**
- (2) **VIOLATION OF LABOR CODE §§ 201-203;**
- (3) **VIOLATION OF LABOR CODE § 226(a);**
- (4) **VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200, *ET SEQ.*; AND**
- (5) **VIOLATION OF LABOR CODE § 2698, *ET. SEQ.***

DEMAND OVER \$25,000.00

1 Plaintiff Dewey Anderson (“Plaintiff”) hereby submits this First Amended Class Action
2 Complaint (“Complaint”) against Defendant Graham Packaging Pet Technologies, Inc. and Does
3 1 through 50 (collectively, “Defendants”), on behalf of himself and a class of all other similarly
4 situated current and former employees of Defendants, for wages and penalties for violations of
5 the California Labor Code and restitution for unfair business practices in violation of Business
6 and Professions Code section 17200, *et seq.*, as follows:

7 **INTRODUCTION**

8 1. This class and representative action is within the Court’s jurisdiction under
9 California Labor Code sections 201, 202, 203, 204, 226(a), 510, 558, 1194 and 2698 *et. seq.*,
10 Business and Professions Code section 17200, *et seq.* (the “UCL”), and the applicable Wage
11 Orders of the California Industrial Welfare Commission (“IWC”).

12 2. This Complaint challenges systemic illegal employment practices resulting in
13 violations of the California Labor Code and Business and Professions Code against individuals
14 who worked for Defendants.

15 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
16 jointly and severally, have acted intentionally and with deliberate indifference and conscious
17 disregard to the rights of all employees by failing to properly calculate the regular rate of pay for
18 purposes of paying overtime and sick pay wages, provide accurate itemized wage statements and
19 pay all wages owed upon separation of employment to Plaintiff and the Class.

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 and the applicable IWC Wage Orders by creating and maintaining policies, practices, and
23 customs that knowingly deny employees the above stated rights and benefits.

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

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7. Venue is proper in Stanislaus County because Defendant maintains operations in Modesto, California.

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1 class to be subject to the illegal employment practices, wrongs and injuries complained of herein.

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

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

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

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

24 **CLASS ACTION ALLEGATIONS**

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

28 a. All current and former non-exempt employees of Defendant in the State of

California who earned non-discretionary incentive wages, including but not limited to, wellness pay and referral bonuses, and overtime wages during the same workweek, at any time from October 8, 2017, through the present (the “Regular Rate Class” or “Regular Rate Class Members”);

b. All current and former non-exempt employees of Defendant in the State of California who earned non-discretionary incentive wages, including but not limited to, shift premiums and wellness pay, and sick pay during the same workweek, and whose employment ended at any time from October 8, 2018, through the present (the “Sick Pay Class” or “Sick Pay Class Members”); and

c. All current and former non-exempt employees of Defendant in the State of California who earned shift premium wages at any time from October 8, 2020, through the present (the “Wage Statement Class” or “Wage Statement Class Members”).

18. **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 Defendant’s records, including payroll records. Plaintiff is informed and believes, and based thereon alleges, that Defendant: (a) failed to pay employees overtime wages at 1.5 times the regular rate of pay, in violation of Labor Code sections 510, 558, and 1194; (b) failed to pay employees sick pay at the regular rate of pay, in violation of Labor Code sections 201, 202, 203 and 246; (c) failed to provide accurate, itemized wage statements, in violation of Labor Code section 226(a); and (e) engaged in Unfair Business Practices in violation of the UCL, the California Labor Code, and the applicable IWC Wage Orders.

19. **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 the 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 state and federal courts.

20. Defendant uniformly administered a corporate policy, practice of: (a) failing to pay employees overtime wages at 1.5 times the regular rate of pay, in violation of Labor Code sections 510, 558, and 1194; (b) failing to pay employees sick pay at the regular rate of pay, in violation of Labor Code sections 201, 202, 203 and 246; (c) failing to provide accurate, itemized wage statements, in violation of Labor Code section 226(a); and (e) engaging in Unfair Business Practices in violation of the UCL, the California Labor Code, and the applicable IWC Wage Orders.

21. Plaintiff is informed and believes, and based thereon alleges, that Defendant had a consistent and uniform policy, practice, and procedure of willfully failing to comply with Labor Code sections 201, 202, 203, 204, 226(a), 510, 558 and 1194, the applicable IWC Wage Orders, and the UCL.

22. **Common Question of Law and Fact:** There are predominant common questions of law and fact and a community of interest amongst Plaintiff and the claims of the Class concerning Defendant's policy and practice of: (a) failing to pay employees overtime wages at 1.5 times the regular rate of pay, in violation of Labor Code sections 510, 558, and 1194; (b) failing to pay employees sick pay at the regular rate of pay, in violation of Labor Code sections 201, 202, 203 and 246; (c) failing to provide accurate, itemized wage statements, in violation of Labor Code section 226(a); and (e) engaging in Unfair Business Practices in violation of the UCL, the California Labor Code, and the applicable IWC Wage Orders.

23. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the Class in that Plaintiff has suffered the harms alleged in this Complaint in a similar and typical manner as the Class Members. As with other non-exempt employees, Plaintiff earned non-discretionary incentive wages, including without limitation, wellness pay and referral bonuses. During workweeks when Plaintiff earned overtime wages and non-discretionary incentives, Defendant failed to include all non-discretionary remuneration in the calculation of the regular rate. Similarly, when Plaintiff received sick pay, it was disbursed at an incorrect rate of pay. Sick

1 pay was disbursed at the base rate of pay rather than the regular rate, factoring in all non-
2 discretionary remuneration earned during the same workweek. Thus, Plaintiff is owed additional
3 sick pay and overtime wages based on the correct, higher regular rate of pay.

4 24. Additionally, whenever shift premium wages were paid to Plaintiff, the
5 corresponding wage statement failed to identify the applicable rates of pay and hours used to
6 calculate the wages. Instead, the wage statements simply listed the gross sum of such wages
7 without any information to identify how such wages were calculated. Furthermore, as a result of
8 the underpayment of overtime wages and sick pay, whenever non-discretionary incentive wages
9 and overtime and/or sick pay were earned during the same workweek, the corresponding wage
10 statement failed to identify the accurate rates of pay for the overtime wages and/or sick pay, and
11 the accurate gross and net wages earned. Therefore, Plaintiff is a member of the Class and has
12 suffered the alleged violations of Labor Code sections 201, 202, 203, 204, 226(a), 510, 558 and
13 1194, and the UCL.

14 25. The California Labor Code upon which Plaintiff bases these claims are broadly
15 remedial in nature. These laws and labor standards serve an important public interest in
16 establishing minimum working conditions and standards in California. These laws and labor
17 standards protect the average working employee from exploitation by employers who may seek
18 to take advantage of superior economic and bargaining power in setting onerous terms and
19 conditions of employment.

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

subsequent employment.

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

28. Such a pattern, practice and uniform administration of corporate policy regarding illegal employee compensation described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class identified herein, in a civil action, for unpaid wages, including interest thereon, applicable penalties, reasonable attorneys' fees, and costs of suit according to the mandate of California Labor Code sections 218.5, 226(a), and 1194, the applicable IWC Wage Orders, and Code of Civil Procedure section 1021.5.

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

30. The Class 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 Defendants. This action is brought for the benefit of the entire class and will result in the creation of a common fund.

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1 **FIRST CAUSE OF ACTION**

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

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

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

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

10 33. As a pattern and practice, Defendant suffered and permitted Regular Rate Class
11 Members to work in excess of eight hours in a workday and/or over forty hours in a workweek
12 without proper overtime pay. During workweeks when Regular Rate Class Members earned
13 overtime and non-discretionary incentive pay, such as wellness pay and referral bonuses,
14 Defendant failed to properly calculate the regular rate of pay for purposes of paying overtime.
15 Specifically, Defendant failed to factor all non-discretionary remuneration earned into the
16 calculation of the regular rate of pay for purposes of paying overtime wages. As a result of such
17 policy and practice, Defendant underpaid overtime wages to Plaintiff and the Regular Rate Class.

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

23 35. Plaintiff is informed and believes, and based thereon alleges, that Defendant's
24 willful failure to provide all overtime wages due and owing to Plaintiff and Regular Rate Class
25 Members upon separation from employment results in a continued payment of wages up to thirty
26 (30) days from the time the wages were due. Therefore, Plaintiff and other members of the
27 Regular Rate Class who have separated from employment from Defendant are entitled to
28 compensation pursuant to Labor Code section 203.

1 **SECOND CAUSE OF ACTION**

2 **VIOLATION OF LABOR CODE §§ 201, 202 AND 203**

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

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

6 37. This cause of action is brought pursuant to Labor Code sections 201, 202 and 203.
7 Labor Code section 201 provides that if an employer discharges an employee, the wages earned
8 and unpaid at the time of discharge are due and payable immediately. Labor Code section 202
9 provides that an employee is entitled to receive all unpaid wages no later than 72 hours after an
10 employee quits his or her employment, unless the employee has given seventy-two (72) hours
11 previous notice of his or her intention to quit, in which case the employee is entitled to his or her
12 wages at the time of quitting.

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

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

25 40. Whenever Defendant paid Sick Pay Class Members sick pay wages, Defendant
26 did so at the incorrect rate of pay. Defendant paid sick pay at the base hourly rate of pay, as
27 opposed to the regular rate of pay, which would take into account all non-discretionary
28 remuneration, or by dividing the employees' total wages, not including overtime premium pay,

1 by the employees' total hours worked in the full pay periods of the prior 90 days of employment,
2 as required by Labor Code section 246. This resulted in the employees being underpaid for sick
3 time, and resulted in violations of California Labor Code sections 201, 202, and 203 because
4 Defendant did not pay, or timely pay, Sick Pay Class Members all owing and unpaid wages for
5 work performed by them during their employment and at the end of their employment.

6 41. Plaintiff is informed and believes, and based thereon alleges, that Defendant's
7 willful failure to provide all sick pay wages due and owing to Plaintiff and Sick Pay Class
8 Members upon separation from employment results in a continued payment of wages up to thirty
9 (30) days from the time the wages were due. Therefore, Plaintiff and the Sick Pay Class are
10 entitled to compensation pursuant to Labor Code section 203.

11 **THIRD CAUSE OF ACTION**

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

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

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

16 43. Defendant, as a matter of policy and practice, did not provide accurate itemized
17 wage statements to the Class, in violation of Labor Code section 226(a).

18 44. Plaintiff, Regular Rate Class Members, Sick Pay Class Members and Wage
19 Statement Class Members were paid hourly. As such, the wage statements provided to these
20 employees should have reflected all applicable hourly rates in effect during the pay period and
21 the corresponding number of hours worked at each hourly rate. However, the wage statements
22 provided to Plaintiff and the Class failed to identify such information.

23 45. Whenever shift premium wages were paid, the corresponding wage statements
24 issued to Wage Statement Class Members did not identify the applicable rate of pay and number
25 of hours worked used to calculate such wages.

26 46. Separately, during workweeks when Regular Rate Class Members earned
27 overtime and non-discretionary incentive pay, such as wellness pay and referral bonuses,
28 Defendant failed to pay the overtime wages at one and one-half times the regular rate of pay. As

1 a result of the underpayment of overtime wages, the wage statements provided to Regular Rate
2 Class Members failed to identify the accurate rates of pay for the overtime wages, and the
3 accurate gross/net wages earned during the pay period.

4 47. Relatedly, whenever Defendant paid Sick Pay Class Members sick pay wages,
5 Defendant paid sick pay at the base hourly rate of pay, as opposed to the regular rate of pay. As a
6 result of the underpayment of sick pay wages, the wage statements provided to the Sick Pay
7 Class failed to identify the accurate rates of pay for sick pay wages, and the accurate gross/net
8 wages earned during the pay period.

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

14 **FOURTH CAUSE OF ACTION**

15 **VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200, *ET SEQ.***

16 **(BY PLAINTIFF AND THE REGULAR RATE CLASS AGAINST ALL DEFENDANTS)**

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

19 50. Defendant has engaged and continues to engage in unfair and unlawful business
20 practices in California by practicing, employing, and utilizing the employment practices outlined
21 above, including by failing to pay employees overtime wages at the correct regular rate of pay
22 that included all non-discretionary remuneration, in violation of Labor Code sections 510, 558,
23 and 1194.

24 51. Defendant's utilization of such unfair and unlawful business practices constitutes
25 unfair and unlawful competition and provides an unfair advantage over Defendant's competitors.

26 52. Plaintiff seeks, individually and on behalf of other members of the Regular Rate
27 Class, full restitution of monies, as necessary and according to proof, to restore any and all
28 monies withheld, acquired and/or converted by the Defendant by means of the unfair practices

1 complained of herein.

2 53. Plaintiff is informed and believes, and based thereon alleges, that at all times
3 herein mentioned Defendant has engaged in unlawful, deceptive and unfair business practices, as
4 proscribed by California Business & Professions Code section 17200, *et seq.*, including those set
5 forth herein above thereby depriving Plaintiff and other members of the Regular Rate Class the
6 minimum working condition standards and conditions due to them under the California laws as
7 specifically described therein.

8 **FIFTH CAUSE OF ACTION**

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

10 **(BY PLAINTIFF AND AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS)**

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

13 55. Plaintiff brings this cause of action, on behalf of and as a proxy for the State of
14 California and in this capacity, seeks penalties on behalf of all Aggrieved Employees from
15 September 27, 2020, through the present, for Defendants' failure to: (a) pay employees overtime
16 wages at 1.5 times the regular rate of pay, in violation of Labor Code sections 510, 558, and
17 1194; (b) pay employees sick pay at the regular rate of pay, in violation of Labor Code sections
18 201, 202, 203 and 246; and (c) provide accurate, itemized wage statements, in violation of Labor
19 Code section 226(a).

20 56. As a pattern and practice, Defendant suffered and permitted Aggrieved
21 Employees to work in excess of eight hours in a workday and/or over forty hours in a workweek
22 without proper overtime pay. During workweeks when Aggrieved Employees earned overtime
23 and non-discretionary incentive pay, such as wellness pay and referral bonuses, Defendant failed
24 to properly calculate the regular rate of pay for purposes of paying overtime. Specifically,
25 Defendant failed to factor all non-discretionary remuneration earned into the calculation of the
26 regular rate of pay for purposes of paying overtime wages. As a result of such policy and
27 practice, Defendant underpaid overtime wages to Aggrieved Employees.

28 57. Whenever Defendant paid Aggrieved Employees sick pay wages, Defendant did

so at the incorrect rate of pay. Defendant paid sick pay at the base hourly rate of pay, as opposed to the regular rate of pay, which would take into account all non-discretionary remuneration, or by 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 Labor Code section 246. This resulted in Aggrieved Employees being underpaid for sick time, and resulted in violations of California Labor Code sections 201, 202, and 203 because Defendant did not pay, or timely pay, Aggrieved Employees all owing and unpaid wages for work performed by them during their employment and at the end of their employment.

58. Defendant provided inaccurate wage statements to Aggrieved Employees. Whenever shift premium wages were paid, the corresponding wage statements issued to Aggrieved Employees did not identify the applicable rate of pay and number of hours worked used to calculate such wages. Separately, as a result of the underpayment of overtime wages and sick pay, the wage statements provided to Aggrieved Employees failed to identify the accurate rates of pay for the wages, and the accurate gross/net wages earned during the pay period.

59. On or about September 27, 2021, Plaintiff sent written notice to the California Labor & Workforce Development Agency (“LWDA”) of Defendant’s violations of Labor Code sections 201, 202, 203, 204, 226(a), 510, 558 and 1194, pursuant to Labor Code § 2698, *et seq.*, the Private Attorneys General Act (“PAGA”). To date, the LWDA has not responded to Plaintiff’s written notice.

60. As such, pursuant to Labor Code section 2699(a), Plaintiff seeks recovery of any and all applicable civil penalties for Defendant's violation of Labor Code sections 201, 202, 203, 204, 226(a), 510, 558 and 1194 for the time period described above, on behalf of himself and other Aggrieved Employees.

PRAYER FOR RELIEF

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

2. For an order certifying the proposed Classes;

- 1 3. For an order appointing Plaintiff as the representative of the proposed Classes;
2 4. For an order appointing counsel for Plaintiff as class counsel;
3 5. Upon the First Cause of Action, for damages and/or penalties pursuant to
4 California Labor Code sections 201, 202, 203, 510, 558, and 1194, and for costs and attorneys'
5 fees;
6 6. Upon the Second Cause of Action, for damages and/or penalties pursuant to
7 California Labor Code sections 201, 202, and 203, and for costs and attorneys' fees;
8 7. Upon the Third Cause of Action, for damages or penalties pursuant to California
9 Labor Code section 226(a), and for costs and attorneys' fees;
10 8. Upon the Fourth Cause of Action, for restitution to Plaintiff and other similarly
11 affected members of the general public of all funds unlawfully acquired by Defendant by means
12 of any acts or practices declared by this Court to be in violation of Business & Professions Code
13 section 17200, *et seq.*, and for costs and attorneys' fees;
14 9. Upon the Fifth Cause of Action, for civil penalties pursuant to statute as set forth
15 in California Labor Code sections 226.3 and 2699, and for costs and attorney's fees;
16 10. On all causes of action for attorneys' fees and costs as provided by California
17 Labor Code sections 218.5, 226, 1194, 2698 *et. seq.*, and Code of Civil Procedure section
18 1021.5; and
19 11. For such other and further relief the Court may deem just and proper
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21 DATED: January 31, 2022

DIVERSITY LAW GROUP, P.C.

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23 By: _____

Larry W. Lee

Kristen M. Agnew

Nicholas Rosenthal

Attorneys for Plaintiff and the Class
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STATE OF CALIFORNIA]
]ss.
COUNTY OF LOS ANGELES]

On February 8, 2022, I served the following document(s) described as: **FIRST AMENDED CLASS ACTION COMPLAINT FOR DAMAGES** on the interested parties in this action as follows:

Attorneys for Defendant Graham Packaging PET Technologies, Inc.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on February 8, 2022, at Los Angeles, California.

Christine Choo