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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

JAMES FRANKLIN and JOSHUA
HERNANDEZ, on behalf of themselves, all
others similarly situated, and all aggrieved
employees,

Plaintiff,

v.

PLASTIPAK PACKAGING, INC., a
Delaware corporation; and DOES 1 through 10,
inclusive,

Defendants.

) Case No: CIV SB 2134262

) CLASS & REPRESENTATIVE ACTION

) **FIRST AMENDED CLASS ACTION**

) **COMPLAINT FOR:**

-) **1. UNFAIR BUSINESS PRACTICES;**
) **2. VIOLATIONS OF THE LABOR CODE;**
) **3. PENALTIES; and**
) **4. ATTORNEYS' FEES.**

) **DEMAND FOR JURY TRIAL**

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUN 23 2022

BY

MELISSA PEREZ, DEPUTY

1 Plaintiffs JAMES FRANKLIN and JOSHUA HERNANDEZ, on behalf of themselves, all
2 others similarly situated, and all aggrieved employees, complain against Defendants PLASTIPAK
3 PACKAGING, INC., and Does 1 through 10 (all referred to collectively as “Defendants” or
4 “PLASTIPAK”) as follows:

5 **I. JURISDICTION AND VENUE**

6 1. This Court has subject matter jurisdiction over Plaintiffs’ claims, based on, among
7 other statutes, California Business & Professions Code §§ 17200, *et seq.*, and California Labor
8 Code §§ 201-203, 204, 226, 226.3, 226.7, 512, and 1199. In particular, Plaintiff Hernandez has
9 complied with all California Labor Code § 2699.3 requirements for commencing a civil action
10 under the California Private Attorneys General Act of 2004, California Labor Code §§ 2698, *et*
11 *seq.* (“PAGA”).

12 2. This Court has personal jurisdiction over the parties because at all times relevant
13 hereto Plaintiffs were California residents who worked in California for Defendants and
14 Defendants have systematically and continuously conducted business in the State of California.

15 3. Venue is proper in this Court pursuant to California Code of Civil Procedure §
16 395.5 because (a) Plaintiffs performed part of their duties in San Bernardino County, (b) part of
17 the of the obligations of the parties arises in San Bernardino County, (c) part of Defendants’
18 liability arises in San Bernardino County, and (d) breaches by Defendants occurred in connection
19 with work performed partly in San Bernardino County.

20 **II. PARTIES AND BACKGROUND**

21 4. Plaintiff JAMES FRANKLIN is an adult who worked for Defendants as an hourly
22 non-exempt Process Technician from approximately September 2015 through October 2019 at
23 PLASTIPAK’s location in Victorville, California.

24 5. Plaintiff JOSHUA HERNANDEZ is an adult who worked for Defendants as an
25 hourly non-exempt Process Technician from approximately February 2016 through June 2021 at
26 PLASTIPAK’s location in Victorville, California.

27 6. Defendant PLASTIPAK PACKAGING, INC. is a Delaware corporation doing
28 business throughout California and is a “person” as defined by California Labor Code § 18 and

California Business and Professions Code § 17201. In addition, it is an “employer” as that term is used in the California Labor Code and in the California Industrial Welfare Commission’s Orders regulating wages, hours, and working conditions.

7. Plaintiffs are ignorant of the true names and capacities of Defendants sued as Does 1 through 10, inclusive, and therefore sue those Defendants by those fictitious names. Plaintiffs will amend this Complaint to allege their true names and capacities when ascertained. Plaintiffs are informed and believe and on that ground allege that each of the fictitiously named Defendants is responsible in some manner for the occurrences alleged and that Plaintiffs’ damages and other losses as alleged are proximately caused by those occurrences.

8. Plaintiffs bring this action on behalf of a proposed state-wide class of hourly non-exempt on-site employees who worked at PLASTIPAK’s California locations to challenge Defendants’ (a) policy and practice of violating California Labor Code §§ 226.7 and 512, and IWC Wage Order 1-2001 by failing to pay premium pay for missed meal periods to employees at the correct regular rate; (b) policy and practice of violating California Labor Code § 226.7 and IWC Wage Order 1-2001 by failing to pay premium pay for missed rest breaks to employees at the correct regular rate; (c) policy and practice of violating California Labor Code § 226.7 and IWC Wage Order 1-2001 by failing to pay authorize and permit employees to take duty-free rest breaks; (d) policy and practice of violating California Labor Code § 226 by failing to provide complete and accurate itemized wage statements, and (e) policy and practice of violating California Labor Code §§ 201-203 by failing to pay former employees all wages due and owing at the time of discharge or voluntary quit.

9. Plaintiffs bring this action on behalf of themselves and a proposed class of all hourly non-exempt on-site employees employed by PLASTIPAK within the State of California at any time during the applicable limitations period preceding the original filing of this Complaint up to the present and until compliance with the law. Additionally, Plaintiff Hernandez brings this as a representative action on behalf of all aggrieved employees. Plaintiffs seek recovery of all allowable compensation and other sums for the violations described above, including penalties/premium pay for underpaid missed meal and rest breaks, penalties/premium pay for

missed meal and rest breaks, restitution and restoration of sums owed and property unlawfully withheld, statutory penalties, interest, attorneys' fees, and costs.

III. FACTUAL ALLEGATIONS

10. PLASTIPAK manufactures plastic bottles and containers for clients throughout the United States. The work is performed at two locations in the State of California.

11. At all relevant times, Plaintiffs were employed by PLASTIPAK as full-time hourly non-exempt employee in the manufacturing industry as defined by § 2(H) of IWC Wage Order 1-2001.

12. PLASTIPAK had a policy and practice of failing to pay Plaintiffs and other putative class members premium pay at the correct regular rate for missed meal periods by failing to include, among other payments, nondiscretionary shift differential payments when calculating the regular rate. At all times relevant Labor Code §§ 226.7 and 512, and IWC Wage Order 1-2001, § 11 have required employers to provide employees with (1) a first meal period of not less than 30 minutes during which they are relieved of all duty before working more than five hours and (2) a second duty-free meal period of not less than 30 minutes before working more than 10 hours per day. If a meal period is not provided, an employer must pay the employee one hour at their regular rate. Labor Code § 226.7(c), IWC Wage Order 1-2001, § 11(D). Further, the California Supreme Court recently affirmed that the payment of premium pay for a missed meal or rest break requires the employer to calculate the regular rate of pay so that it includes not only hourly wages but also other nondiscretionary payments for work performed by the employee. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858. By failing to include, among other payments, nondiscretionary shift differentials when calculating the regular rate, PLASTIPAK failed to pay Plaintiffs and other putative class members premium pay for missed meal periods at the correct rate.

13. PLASTIPAK had a policy and practice of failing to pay Plaintiffs and other putative class members premium pay at the correct regular rate for missed rest breaks by failing to include, among other payments, nondiscretionary shift differential payments when calculating the regular rate. As noted above, the California Supreme Court recently affirmed that the payment

1 of premium pay for a missed meal or rest break requires the employer to calculate the regular rate
2 of pay so that it includes, among other payments, other nondiscretionary payments for work
3 performed by the employee. *Ferra, supra*, 11 Cal.5th 858. By failing to include nondiscretionary
4 shift differentials when calculating the regular rate, PLASTIPAK failed to pay Plaintiffs and other
5 putative class members premium pay for missed rest breaks at the correct rate.

6 14. PLASTIPAK had a policy and practice of failing to authorize and permit adequate
7 duty-free rest breaks by requiring employees to remain on-premises and on-call during rest
8 breaks. At all relevant times, Labor Code § 226.7 and IWC Wage Order 1-2001, § 12 have
9 required employers to authorize and permit employees to take discrete rest breaks of at least ten
10 minutes for every four hours worked or major fraction thereof. PLASTIPAK required Plaintiffs
11 and other putative class members to remain on-premises and on-call during rest breaks. An
12 employer cannot require employees to stay on-call during rest breaks. Such a rest break policy is
13 unlawful pursuant to *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257.
14 PLASTIPAK’S employee handbook, which is provided to all employees at the beginning of their
15 employment, states “Associates must remain in designated break/eating areas only.” According
16 to the written policy, Plaintiffs and other putative class members are not permitted to take breaks
17 anywhere other than the designated break areas per PLASTIPAK’s employee handbook. Further,
18 PLASTIPAK installed monitors in the break areas that show the status of the manufacturing lines
19 and whether they are operating or down.

20 15. Plastipak had a policy and practice of failing to provide accurate, itemized wage
21 statements to Plaintiff Hernandez and other putative class members. Labor Code § 226 provides
22 that every employer is required, “semimonthly or at the time of each payment of wages,” to give
23 each employee an itemized wage statement, including “gross wages earned.”¹ The wage
24 statements violated Labor Code § 226(a)(1) by failing to list the accurate gross wages earned as
25 Plaintiffs and other putative class members are still owed premium pay for missed meal and rest

26
27 ¹ Plaintiff Franklin did not work within the one year statute of limitations that applies to
28 California Labor Code § 226, therefore this claim is brought by Plaintiff Hernandez on behalf of
himself and the putative class.

breaks, including Defendant's failure to pay premium pay at the correct regular rate, as well as premium pay for Defendants' failure to provide adequate duty-free rest breaks.

16. Defendants had a policy and practice of violating California Labor Code §§ 201-203 by failing to pay Plaintiffs and putative class members all wages due and owing at the time of discharge or voluntary quit. Plaintiffs and other departed putative class members are still owed sums due to Defendants' failure to pay premium pay at the correct regular rate for missed meal and rest breaks, as well as premium pay for Defendants' failure to provide adequate duty-free rest breaks.

17. Defendants had a policy and practice of failing to pay employees in a timely manner as required by Labor Code § 204.

IV. CLASS ACTION ALLEGATIONS

18. Plaintiffs bring this action on behalf of themselves and as a class action under Code of Civil Procedure § 382 on behalf of a class of similarly situated persons employed by PLASTIPAK in the State of California. Specifically, Plaintiffs seek to represent a class of all hourly non-exempt employees who performed work for PLASTIPAK within the State of California at any time during the applicable limitations period preceding the original filing of this Complaint and up to the present and until compliance with the law. Plaintiffs also seek to represent the following sub-classes of employees who worked for PLASTIPAK within the State of California:

- (a) All hourly non-exempt employees who performed work for PLASTIPAK at any time during the applicable limitations period preceding the original filing of this Complaint and up to the present and until compliance with the law, inclusive, who were not paid premium pay at the correct regular rate for missed, late, or short meal periods;
- (b) All hourly non-exempt employees who performed work for PLASTIPAK at any time during the applicable limitations period preceding the original filing of this Complaint and up to the present and until compliance with the

law, inclusive, who were not paid premium pay at the correct regular rate for missed, late or short rest breaks;

(c) All hourly non-exempt employees who performed work for PLASTIPAK at any time during the applicable limitations period preceding the original filing of this Complaint and up to the present and until compliance with the law, inclusive, who were not authorized and permitted to take adequate duty-free rest breaks;

(d) All employees who performed work for PLASTIPAK any time during the period beginning August 21, 2021, up to the present and until compliance with the law, who did not receive complete and accurate wage statements; and

(e) All hourly non-exempt employees who performed work for PLASTIPAK at any time during the applicable limitations period preceding the original filing of this Complaint and up to the present and until compliance with the law, inclusive, who were not paid all wages due upon discharge or voluntary quit as required by Labor Code §§ 201-203.

19. The class and sub-classes Plaintiffs seek to represent contain numerous members and are clearly ascertainable. Plaintiffs reserve the right under Rule 3.765 of the California Rules of Court to amend or modify the class and sub-class descriptions with greater specificity or further division into additional sub-classes or limitation to particular issues.

20. By their unlawful practices and policies, Defendants have violated the rights of employees under the laws and regulations of the State of California. The questions raised are, therefore, of common or general interest to the class members, who have a well-defined community of interest in the questions of law and fact raised in this action.

21. Plaintiffs' claims are typical of those of the class, as Plaintiffs now suffer and have suffered in the past from the same violations of the law as other members of the proposed class. Plaintiffs have retained competent counsel to represent themselves and the class, and Plaintiffs will fairly and adequately represent the interests of the class.

22. This action may properly be maintained as a class action under Code of Civil Procedure § 382 because there is a well-defined community of interest in the litigation and the proposed class and sub-classes are easily ascertainable.

Numerosity

23. The members of the proposed class are so numerous that joinder of all class members is impracticable. While the precise number of class members has not been determined at this time, Plaintiffs are informed and believe that Defendants have employed as many as 200 workers or more in the relevant time period.

24. Plaintiffs allege that Defendants' employment records would contain relevant information as to the number of members of the proposed class.

Commonality

25. There are questions of law and fact common to the class that predominate over any questions affecting only individual class members. Those common questions of law and fact include, without limitation, the following:

- (a) Whether Defendants had a policy and practice of failing to pay class members premium pay at the correct regular rate for missed, late or short meal periods;
- (b) Whether Defendants had a policy and practice of failing to pay class members premium pay at the correct regular rate for missed, short or late rest breaks;
- (c) Whether Defendants had a policy and practice of failing to authorize and permit class members to take adequate duty-free rest breaks;
- (d) Whether Defendants had a policy and practice of violating Labor Code § 226 by failing to provide required information on wage statements, such as all gross wages earned, and whether those statements were accurate;
- (e) Whether Defendants had a policy and practice of violating Labor Code §§ 201-203 by failing to pay departing class members all wages due at the time of discharge or voluntary quit; and

(f) Whether Plaintiffs and the members of the class are entitled to equitable relief under Business and Professions Code §§ 17200, *et seq.*

Typicality and Adequacy of Representation

26. Plaintiffs' claims are typical of the claims of the proposed class. Plaintiffs and all members of the proposed class sustained injuries and economic loss arising out of and caused by Defendants' common course of conduct in violation of laws and regulations alleged in this complaint.

27. Plaintiffs will fairly and adequately protect the interests of all proposed class members. Plaintiffs have no interests that are antagonistic to those of the proposed class and are not subject to any unique defenses. Plaintiffs also have retained counsel experienced in class actions and in representing employees and protecting employees' rights.

Superiority of Class Action

28. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all proposed class members is not practicable, and questions of law and fact common to the class predominate over any questions affecting only individual members of the class. Each member of the class has been damaged and is entitled to recovery by reason of Defendants' illegal policies and/or practices.

29. Class action treatment will allow those similarly-situated persons to litigate their claims in the manner that is most effective and economical for the parties and the judicial system. Plaintiffs are unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

30. A class action is superior to other available methods for the fair and efficient adjudication of this controversy because individual litigation of the claims of all proposed class members is impractical. Even if every proposed class member could afford individual litigation, the court system could not. It would be unduly burdensome to the courts if individual litigation of numerous cases were to be required. Individualized litigation also would present the potential for varying, inconsistent, or contradictory judgments and would magnify the delay and expense to all parties and to the court system resulting from multiple trials of the same complex factual

1 issues. By contrast, the conduct of this action as a class action with respect to some or all of the
2 issues presented herein gives rise to fewer management difficulties, conserves the resources of the
3 court system and the parties and protects the rights of each proposed class member. Further, it
4 prevents the very real harm that would be suffered by numerous putative class members who
5 simply will be unable to enforce individual claims of this size on their own, and by Defendants'
6 competitors, who will be placed at an unfair competitive disadvantage as their punishment for
7 obeying the law. Plaintiffs do not anticipate difficulties in the management of this action.

8 **V. REPRESENTATIVE ACTION ALLEGATIONS**

9 31. Plaintiff Hernandez seeks to represent all aggrieved employees with the meaning
10 of Labor Code §§ 2698, *et seq.*, who are or were employed by Defendants as non-exempt
11 employees whom performed work for PLASTIPAK in the State of California and who were not
12 paid premium pay at the correct regular rate for missed, late, or short meal periods;

13 32. Plaintiff Hernandez seeks to represent all aggrieved employees with the meaning
14 of Labor Code §§ 2698, *et seq.*, who are or were employed by Defendants as non-exempt
15 employees whom performed work for PLASTIPAK in the State of California and who were not
16 paid premium pay at the correct regular rate for missed, late, or short rest periods;

17 33. Plaintiff Hernandez seeks to represent all aggrieved employees with the meaning
18 of Labor Code §§ 2698, *et seq.*, who are or were employed by Defendants as non-exempt
19 employees whom performed work for PLASTIPAK in the State of California who were not
20 authorized or permitted to take all of their required rest periods.

21 34. Plaintiff Hernandez seeks to represent all aggrieved employees with the meaning
22 of Labor Code §§ 2698, *et seq.*, who are or were employed by Defendants as non-exempt
23 employees whom performed work for PLASTIPAK in the State of California who did not receive
24 complete and accurate itemized wage statements in violation of Labor Code § 226(a).

25 35. Plaintiff Hernandez seeks to represent all aggrieved employees with the meaning
26 of Labor Code §§ 2698, *et seq.*, who are or were employed by Defendants as non-exempt
27 employees whom performed work for PLASTIPAK in the State of California who were not paid
28 all wages due at the time of discharge or voluntary quit in violation of Labor Code §§ 201-203.

1 36. Plaintiff Hernandez seeks to represent all aggrieved employees with the meaning
2 of Labor Code §§ 2698, *et seq.*, who are or were employed by Defendants as non-exempt
3 employees whom performed work for PLASTIPAK in the State of California who were not paid
4 all wages in a timely manner as required by Labor Code § 204.

5 37. There is a well-defined community of interest in the question of law and fact
6 affecting the aggrieved employees whom Plaintiff Hernandez seeks to represent. The aggrieved
7 employees' claims against Defendants involve questions of common or general interest,
8 including, but not limited to, the following: (1) whether Defendant had a policy and practice of
9 failing to provide aggrieved employees with all of their required meal periods as well as failed to
10 pay aggrieved employees premium pay for such missed, late, or short meal periods at the correct
11 regular rate; (2) whether Defendants had a policy and practice of failing to authorize aggrieved
12 employees to take their required rest periods as well as failed to pay aggrieved employees
13 premium pay for such missed, late, or short rest breaks at the correct regular rate; (3) whether
14 Defendants had a policy and practice of violating Labor Code § 226 by failing to provide required
15 information on wage statements, such as gross wages earned and actual hours worked, and
16 whether those statements were accurate; (4) whether Defendants had a policy and practice of
17 failing to pay departing aggrieved employees all wages due at the time of discharge or voluntary
18 quit in violation of Labor Code §§ 201-203; (5) and whether Defendants had a policy and practice
19 of failing to pay aggrieved employees in a timely manner as required by Labor Code § 204.

20 38. Plaintiff Hernandez's claims are typical of the claims of the members of the
21 aggrieved employees whom Plaintiff Hernandez seeks to represent on a representative basis and
22 their interests are consistent with, and not antagonistic to, those of the other aggrieved employees.
23 Plaintiff Hernandez will fairly and adequately represent the interests of the aggrieved employees
24 whom they seek to represent because Plaintiff Hernandez is also an aggrieved employee and his
25 claims are typical of those of the aggrieved employees. Plaintiff Hernandez has retained
26 attorneys who are experienced in the prosecution of class and representative actions, and Plaintiff
27 Hernandez intends to prosecute this action vigorously.

28 39. Common questions of law and fact exist as to all aggrieved employees that

predominate over any other questions affecting only individual aggrieved employees.

40. Plaintiffs request permission to amend the Complaint to include additional representatives if Plaintiff Hernandez is deemed not to be an adequate representative of the aggrieved employees.

VI. FIRST CAUSE OF ACTION

(UNFAIR BUSINESS PRACTICES – CAL. BUS. & PROF. CODE §§ 17200, *et seq.*)

41. Plaintiffs repeat and reallege each and every paragraph above as though fully set forth herein.

42. California Business and Professions Code §§ 17200, *et seq.*, prohibit unfair competition in the form of any unlawful, unfair, deceptive, or fraudulent business act or practice.

43. Beginning at an exact date unknown to Plaintiffs, but at least during the applicable limitations preceding the original filing of this Complaint and up to the present, Defendants committed unlawful acts and practices as defined by California Business and Professions Code §§ 17200, *et seq.* Defendants have had a policy and practice of engaging in unlawful and unfair business practices including, but not limited to, violations of:

- (a) Labor Code §§ 226.7 and 512 (failure to pay premium pay for missed, late, and short meal periods at the correct regular rate);
- (b) Labor Code §§ 226.7 (failure to pay premium pay for missed, short, and late rest breaks at the correct regular rate);
- (c) Labor Code § 226.7 (failure to authorize and permit adequate, duty-free rest breaks); and
- (d) Industrial Welfare Commission IWC Wage Order No. 1-2001.

44. The violations of those laws and the acts and practices described in this Complaint constitute unlawful, unfair, deceptive and fraudulent business acts and practices and unfair competition within the meaning of Business and Professions Code §§ 17200, *et seq.*

45. As a direct and proximate result of those acts and practices, Defendants have received and continue to hold as ill-gotten gains money and property belonging to Plaintiffs and the class, in that Defendants have profited in those amounts from their unlawful practices.

1 46. Business and Professions Code § 17203 provides that the Court may restore to any
2 person in interest any money or property which may have been acquired by means of unfair
3 competition and order restitution by Defendants to Plaintiffs for the practices alleged in this
4 complaint. Plaintiffs and putative class members are entitled under Business and Professions
5 Code §§ 17203 and 17208 to restitution and restoration of all wages unlawfully withheld at any
6 time during the applicable limitations period preceding the original filing of this Complaint and
7 up through the present and until the violations have been corrected, together with all civil
8 penalties owed in connection with those violations. Plaintiffs will, upon leave of the Court,
9 amend this Complaint to state those amounts when they are ascertained.

10 47. Plaintiffs' success in this action will enforce important rights affecting the public
11 interest and, in that regard, Plaintiffs sue on behalf of the proposed class as well as on behalf of
12 himself and the general public. Plaintiffs seek and are entitled to unpaid wages and any other
13 remedy owing to Plaintiffs and all others similarly situated.

14 48. In order to prevent Defendants from profiting and benefiting from their wrongful
15 and illegal policies and practices, an order requiring Defendants to restore to Plaintiffs all monies
16 and property unlawfully gained through Defendants' unlawful practices is appropriate and
17 necessary.

18 49. Plaintiffs take it upon themselves enforcement of these laws and lawful claims.
19 There is a financial burden incurred in pursuing this action and it would be against the interests of
20 justice to penalize Plaintiffs by forcing them to pay attorneys' fees from the recovery in this
21 action. Therefore, an award of attorneys' fees is appropriate under California Code of Civil
22 Procedure § 1021.5.

23 Wherefore, Plaintiffs pray for relief as set forth below.

24 **VII. SECOND CAUSE OF ACTION**

25 **(FAILURE TO PAY PREMIUM PAY AT THE CORRECT REGULAR RATE**
26 **FOR MISSED, SHORT, AND LATE MEAL PERIODS)**

27 50. Plaintiffs repeat and reallege each and every paragraph above as though fully set
28 forth herein.

1 51. At all relevant times, the Defendants were “employers” of Plaintiffs and other
2 putative class members within the meaning of Labor Code §§ 226.7 and 512, and IWC Wage
3 Order 1-2001, § 2(F).

4 52. At all relevant times, Plaintiffs and other putative class members were
5 “employees” of Defendants within the meaning of Labor Code §§ 226.7 and 512, and IWC Wage
6 Order 1-2001, § 2(E). Plaintiffs and other putative class members also were employed by
7 Defendants in the manufacturing industry, as defined in and within the meaning of IWC Wage
8 Order 1-2001, § 2(H).

9 53. At all relevant times, Labor Code §§ 226.7 and 512, and IWC Wage Order 1-2001,
10 § 11 have required that employees must receive a first meal period of not less than 30 minutes
11 before working more than five hours, and a second meal period of not less than 30 minutes before
12 working more than 10 hours in a day. If a meal period is not provided, an employer must pay the
13 employee one hour at their regular rate. Labor Code § 226.7(c), IWC Wage Order 1-2001, §
14 11(D). Further, the California Supreme Court recently affirmed that the payment of premium pay
15 for a missed meal or rest break requires the employer to calculate the regular rate of pay so that it
16 includes not only hourly wages but also other nondiscretionary payments for work performed by
17 the employee. *Ferra, supra*, 11 Cal.5th 858.

18 54. As alleged above, Defendants failed to pay Plaintiffs and other putative class
19 members premium pay for missed, short or late meal periods at the correct regular rate.

20 55. Defendants’ practice of failing to pay Plaintiffs and other putative class members
21 premium pay at the correct rate for missed, short, and late meal periods violate Labor Code §§
22 226.7 and 512(a), and IWC Wage Order 1-2001, § 11.

23 56. Plaintiffs and members of proposed class have lost money as a direct result of
24 Defendants’ unlawful practices as alleged above in that they were not compensated correctly for
25 not having been provided proper meal periods, respectively. Accordingly, Plaintiffs and other
26 putative class members are entitled to proper compensation, restitution and proper premium pay
27 for Defendant’s failure to pay premium pay for missed, short, and late meal periods at the correct
28 regular rate and the waiting time penalties attached to those violations.

1 57. Plaintiffs are entitled to an award of attorneys' fees and costs and expenses
2 incurred in this action under Code of Civil Procedure § 1021.5.

3 Wherefore, Plaintiffs pray for relief as set forth below.

4 **VIII. THIRD CAUSE OF ACTION**

5 **((FAILURE TO PAY PREMIUM PAY AT THE CORRECT REGULAR RATE**

6 **FOR MISSED, SHORT, AND LATE MEAL PERIODS –**

7 **LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)**

8 **(PLAINTIFF HERNANDEZ ON BEHALF OF ALL AGGRIEVED EMPLOYEES)**

9 58. Plaintiffs repeat and reallege each and every paragraph above as though fully set
10 forth herein.

11 59. California Labor Code § 2699(f) permits "aggrieved employees" to recover certain
12 penalties on their own behalf and on behalf of other current and former employees.

13 60. Plaintiff Hernandez is an "aggrieved employee" as that term is defined in the
14 Labor Code Private Attorneys General Act of 2004 because he is a person who was employed by
15 the alleged violator and against whom one or more of the alleged violations was committed.

16 61. Plaintiff Hernandez has met all of the Labor Code § 2699.3 requirements to
17 commence a civil action against Defendants for violations of Labor Code §§ 226.7, 512, 1198,
18 and 1199.

19 62. By the actions alleged herein, Defendants failed to provide all required meal
20 periods as well as pay premium pay at the correct regular rate for such missed, short, or late meal
21 periods, all in violation of Labor Code §§ 226.7, 512 and 1198.

22 63. Therefore, Plaintiff Hernandez and all current and former aggrieved employees
23 demand the penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 226.7,
24 512, 1198, and 1199.

25 64. Plaintiff Hernandez further seek reasonable attorneys' fees and costs under Labor
26 Code § 2699(g)(1).

27 Wherefore, Plaintiffs pray for relief as set forth below.
28

IX. FOURTH CAUSE OF ACTION

**(FAILURE TO PAY PREMIUM PAY AT THE CORRECT REGULAR RATE
FOR MISSED, SHORT AND LATE REST BREAKS)**

65. Plaintiffs repeat and reallege each and every paragraph above as though fully set forth herein.

66. At all relevant times, the Defendants were “employers” of Plaintiffs and other putative class members within the meaning of Labor Code §§ 226.7 and 512, and IWC Wage Order 1-2001, § 2(F).

67. At all relevant times, Plaintiffs and other putative class members were “employees” of Defendants within the meaning of Labor Code §§ 226.7 and 512, and IWC Wage Order 1-2001, § 2(E). Plaintiffs and other putative class members also were employed by Defendants in the manufacturing industry, as defined in and within the meaning of IWC Wage Order 1-2001, § 2(H).

68. As alleged above, Defendants failed to pay Plaintiffs and other putative class members premium pay for missed, short, and late rest breaks at the correct regular rate. As noted above California Supreme Court recently held that the payment of premium pay for a missed meal or rest break requires the employer to calculate the regular rate of pay so that it includes nondiscretionary payments for work performed by the employee. *Ferra, supra*, 11 Cal.5th 858.

69. Defendants’ practice of failing to pay Plaintiffs and other putative class members premium pay at the correct rate for missed, short, and late rest breaks violate Labor Code §§ 226.7 and 512(a), and IWC Wage Order 1-2001, § 12.

70. Plaintiffs and members of proposed class have lost money as a direct result of Defendants’ unlawful practices as alleged above in that they were not compensated correctly for not having been provided proper rest breaks, respectively. Accordingly, Plaintiffs and other putative class members are entitled to proper compensation, restitution and proper premium pay for Defendant’s failure to pay premium pay for missed, short, and late rest breaks at the correct regular rate and the waiting time penalties attached to those violations.

71. Plaintiffs are entitled to an award of attorneys’ fees and costs and expenses

1 incurred in this action under Code of Civil Procedure § 1021.5.

2 Wherefore, Plaintiffs prays for relief as set forth below.

3 **X. FIFTH CAUSE OF ACTION**

4 **((FAILURE TO PAY PREMIUM PAY AT THE CORRECT REGULAR RATE**
5 **FOR MISSED, SHORT, AND LATE REST BREAKS –**
6 **LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)**
7 **(PLAINTIFF HERNANDEZ ON BEHALF OF ALL AGGRIEVED EMPLOYEES)**

8 72. Plaintiffs repeat and reallege each and every paragraph above as though fully set
9 forth herein.

10 73. California Labor Code § 2699(f) permits “aggrieved employees” to recover certain
11 penalties on their own behalf and on behalf of other current and former employees.

12 74. Plaintiff Hernandez is an “aggrieved employee” as that term is defined in the
13 Labor Code Private Attorneys General Act of 2004 because he is a person who was employed by
14 the alleged violator and against whom one or more of the alleged violations was committed.

15 75. Plaintiff Hernandez has met all of the Labor Code § 2699.3 requirements to
16 commence a civil action against Defendants for violations of Labor Code §§ 226.7, 1198, and
17 1199.

18 76. By the actions alleged herein, Defendants failed to pay premium pay at the correct
19 regular rate for missed, short, and late rest breaks in violation of Labor Code §§ 226.7, 1198,
20 and 1199.

21 77. Therefore, Plaintiff Hernandez and all current and former aggrieved employees
22 demand the penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 226.7,
23 1198, and 1199.

24 78. Plaintiff Hernandez further seeks reasonable attorneys’ fees and costs under Labor
25 Code § 2699(g)(1).

26 Wherefore, Plaintiffs pray for relief as set forth below.

27 //

28 //

XI. SIXTH CAUSE OF ACTION

(FAILURE TO AUTHORIZE AND PERMIT DUTY-FREE REST BREAKS)

79. Plaintiffs repeat and reallege each and every paragraph above as though fully set forth herein.

80. At all relevant times, the Defendants were “employers” of Plaintiffs and other putative class members within the meaning of Labor Code §§ 226.7 and 512, and IWC Wage Order 1-2001, § 2(F).

81. At all relevant times, Plaintiffs and other putative class members were “employees” of Defendants within the meaning of Labor Code §§ 226.7 and 512, and IWC Wage Order 1-2001, § 2(E). Plaintiffs and other putative class members also were employed by Defendants in the manufacturing industry, as defined in and within the meaning of IWC Wage Order 1-2001, § 2(H).

82. At all relevant times, Labor Code § 226.7 and IWC Wage Order 1-2001, § 12 have required employers to authorize and permit employees to take discrete rest breaks of at least ten minutes for every four hours worked or major fraction thereof.

83. PLASTIPAK has had a policy and practice of failing to authorize and permit adequate duty-free rest breaks by requiring employees to remain on-premises and on-call during rest breaks. PLASTIPAK required Plaintiffs and other putative class members to remain on-premises and on-call during rest breaks. An employer cannot require employees to stay onsite and on-call during rest breaks. Such a policy is unlawful pursuant to *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257. PLASTIPAK’S employee handbook, which is provided to all employees at the beginning of their employment, states “Associates must remain in designated break/eating areas only.” According to the written policy, Plaintiffs and other putative class members are not permitted to take breaks anywhere other than the designated break areas. Further, PLASTIPAK installed monitors in the break areas that show the status of the manufacturing lines and whether they are operating or down.

84. Defendants’ practice of failing to pay Plaintiffs and other putative class members premium pay for on-duty rest breaks at the correct rate for all on-duty rest breaks violates Labor

Code §§ 226.7 and 512(a), and IWC Wage Order 1-2001, § 12.

85. Plaintiffs and members of proposed class have lost money as a direct result of Defendants' unlawful practices as alleged above in that they were not compensated correctly for not having been provided meal periods, respectively. Accordingly, Plaintiffs and other putative class members are entitled to proper compensation, restitution and proper premium pay for Defendant's failure to pay premium pay for on-duty rest breaks at the correct regular rate and the waiting time penalties attached to those violations.

86. Plaintiffs are entitled to an award of attorneys' fees and costs and expenses incurred in this action under Code of Civil Procedure § 1021.5.

Wherefore, Plaintiffs pray for relief as set forth below.

XII. SEVENTH CAUSE OF ACTION

((FAILURE TO PAY AUTHORIZE AND PERMIT DUTY-FREE REST

BREAKS –

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

(PLAINTIFF HERNANDEZ ON BEHALF OF ALL AGGRIEVED EMPLOYEES)

87. Plaintiffs repeat and reallege each and every paragraph above as though fully set forth herein.

88. California Labor Code § 2699(f) permits "aggrieved employees" to recover certain penalties on their own behalf and on behalf of other current and former employees.

89. Plaintiff Hernandez is an "aggrieved employee" as that term is defined in the Labor Code Private Attorneys General Act of 2004 because he is a person who was employed by the alleged violator and against whom one or more of the alleged violations was committed.

90. Plaintiff Hernandez has met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code §§ 226.7, 1198, and 1199.

91. By the actions alleged herein, Defendants failed to authorize and permit all required rest periods in violation of Labor Code §§ 226.7, 1198, and 1199.

92. Therefore, Plaintiff Hernandez and all current and former aggrieved employees

1 demand the penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ §§
2 226.7, 1198, and 1199.

3 93. Plaintiff Hernandez further seek reasonable attorneys' fees and costs under Labor
4 Code § 2699(g)(1).

5 Wherefore, Plaintiffs pray for relief as set forth below.

6 **XIII. EIGHTH CAUSE OF ACTION**

7 **(FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS)**

8 **(PLAINTIFF HERNANDEZ ON BEHALF OF HIMSELF AND THE CLASS)**

9 94. Plaintiffs repeats and reallege each and every paragraph above as though fully set
10 forth herein.

11 95. As alleged above, during all or some portion of the proposed class period,
12 Defendants violated California Labor Code § 226 through their practice of failing to provide their
13 employees, including Plaintiff Hernandez and other putative class members, with complete and
14 accurate itemized wage statements.

15 96. Among other things, the wage statements provided to Plaintiff Hernandez and
16 other putative class members violated California Labor Code § 226(a)(1) by failing to list the
17 accurate gross wages earned as Plaintiff and other putative class members are still owed premium
18 pay for missed meal and rest breaks as well as failed to pay premium pay for missed, short, and
19 late meal breaks and rest periods at the correct regular rate.

20 97. Under Labor Code § 226(e), Plaintiff Hernandez and other putative class members
21 are entitled to recover the greater of actual damages or \$50 for the initial pay period in which a
22 violation occurred and \$100 for each subsequent pay period in which Defendants failed to comply
23 with the statute, up to a maximum of \$4,000 per employee.

24 98. Plaintiff Hernandez also is entitled under Labor Code § 226(g) to an award of
25 attorneys' fees and costs incurred in bringing this action.

26 Wherefore, Plaintiffs pray for relief as set forth below.

27 //

28 //

XIV. NINTH CAUSE OF ACTION

**(FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS –
LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)
(PLAINTIFF HERNANDEZ ON BEHALF OF ALL AGGRIEVED EMPLOYEES)**

99. Plaintiffs repeat and reallege each and every paragraph above as though fully set forth herein.

100. California Labor Code § 2699(f) permits “aggrieved employees,” acting on their own behalf and on behalf of the State of California and other current and former employees, to recover certain penalties.

101. Plaintiff Hernandez is an “aggrieved employee” as that term is defined in the Labor Code Private Attorneys General Act of 2004 because he is a person who was employed by the alleged violator and against whom one or more of the alleged violations was committed.

102. Plaintiff Hernandez has met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code § 226(a).

103. By their actions as alleged herein, Defendants have failed to comply with Labor Code § 226(a) as it relates to Plaintiff Hernandez and the other aggrieved employees. As alleged above, Defendants employed and employ a policy and practice of violating Labor Code § 226(a) by failing to provide complete and accurate itemized wage statements to Plaintiff Hernandez and other aggrieved employees. Among other violations, the wage statements provided by Defendants violated Labor Code § 226(a) by failing to state accurately the gross wages earned and the actual hours worked by each employee.

104. Therefore, Plaintiff Hernandez, for himself and all current and former aggrieved employees on behalf of the State of California, demands the Labor Code § 226.3 penalties provided for violations of Labor Code § 226(a). (If Labor Code § 226.3 is found not to apply to Defendants’ violations of Labor Code § 226(a), Plaintiff Hernandez alternatively will seek Labor Code § 2699(f) penalties.)

105. Plaintiff Hernandez further seek reasonable attorneys’ fees and costs under Labor

Code § 2699(g)(1).

Wherefore, Plaintiffs pray for relief as set forth below.

XV. TENTH CAUSE OF ACTION

(FAILURE TO PROVIDE

(LABOR CODE §§ 201-203 WAITING TIME PENALTIES)

106. Plaintiffs repeat and reallege each and every paragraph above as though fully set forth herein.

107. Labor Code §§ 201 and 202 require an employer to pay its employees all wages due within the time specified by law. Labor Code § 203 provides that if an employer willfully fails to pay those wages within the time specified by Labor Code §§ 201 or 202, the employer must continue to pay the subject employees' wages day-by-day, weekends included, until the back wages are paid in full or an action is commenced, up to a maximum of thirty days of wages.

108. Defendants unfairly and unlawfully have had a policy and practice of violating Labor Code §§ 201 and 202 by failing to pay Plaintiffs and the class all wages earned in their employment within the time specified by those sections. Plaintiffs and other putative class members are still owed sums for Defendants' failure to pay premium pay at all and/or at the correct the correct regular rate for missed, short, and late meal periods and rest breaks.

109. Plaintiffs and all other putative class members who have ceased employment with Defendants at the time judgement is entered are entitled to unpaid compensation but thus far have not received that compensation.

110. More than 30 days have passed since Plaintiffs and certain class members left Defendants' employ.

111. As a consequence of Defendants' willful failure to compensate Plaintiffs and putative class members timely for all hours worked, Plaintiffs and class members whose employment ended at any time during the three-year period preceding the filing of this Complaint and up through the present and until compliance with the law are entitled to 30 days' wages under Labor Code § 203, together with interest.

Wherefore, Plaintiffs pray for relief as set forth below.

XVI. ELEVENTH CAUSE OF ACTION

(LABOR CODE §§ 201-203 –

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

(PLAINTIFF HERNANDEZ ON BEHALF OF ALL AGGRIEVED EMPLOYEES)

112. Plaintiffs repeat and reallege each and every paragraph above as though fully set forth herein.

113. California Labor Code § 2699(f) permits “aggrieved employees” to recover certain penalties on their own behalf and on behalf of other current and former employees.

114. Plaintiff Hernandez is an “aggrieved employee” as that term is defined in the Labor Code Private Attorneys General Act of 2004 because he is a person who was employed by the alleged violator and against whom one or more of the alleged violations was committed.

115. Plaintiff Hernandez has met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code §§ 201-203.

116. By their actions as alleged herein, Defendants have failed to comply with Labor Code §§ 201-203 as they relate to Plaintiff Hernandez and the other aggrieved employees.

117. Therefore, Plaintiff Hernandez, for himself and all current and former aggrieved employees, demands the penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 201-203.

118. Plaintiff Hernandez further seeks reasonable attorneys’ fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiffs pray for relief as set forth below.

XVII. TWELFTH CAUSE OF ACTION

(LABOR CODE § 204 –

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

(PLAINTIFF HERNANDEZ ON BEHALF OF ALL AGGRIEVED EMPLOYEES)

119. Plaintiffs repeat and reallege each and every paragraph above as though fully set forth herein.

120. California Labor Code § 2699(f) permits “aggrieved employees” to recover certain

penalties on their own behalf and on behalf of other current and former employees.

121. Plaintiff Hernandez is an “aggrieved employee” as that term is defined in the Labor Code Private Attorneys General Act of 2004 because he is a person who was employed by the alleged violator and against whom one or more of the alleged violations was committed.

122. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code § 204.

123. By their actions as alleged herein, Defendants have failed to comply with Labor Code § 204 as they relate to Plaintiff Hernandez and the other aggrieved employees.

124. Therefore, Plaintiff Hernandez, for himself and all current and former aggrieved employees, demands the penalties provided by Labor Code § 2699(f) for violations of Labor Code § 204.

125. Plaintiff Hernandez further seeks reasonable attorneys’ fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiffs pray for relief as set forth below.

PRAYER FOR RELIEF

Plaintiffs pray for relief as follows:

- i. For an order certifying this action as a class action;
- ii. For disgorgement of profits and restitution and restoration of all costs incurred, sums or property unlawfully withheld and/or losses caused by the policy and practice of violating Business and Professions Code §§ 17200, *et seq.* by failing to pay premium pay for missed meal, short, and late periods at the correct regular rate and to pay all wages due and owing for those failures;
- iii. For disgorgement of profits and restitution and restoration of all costs incurred, sums or property unlawfully withheld and/or losses caused by the policy and practice of violating Business and Professions Code §§ 17200, *et seq.* by failing to pay premium pay for missed, short, and late rest breaks

at the correct regular rate and to pay all wages due and owing for those failures;

iv. For disgorgement of profits and restitution and restoration of all costs incurred, sums or property unlawfully withheld and/or losses caused by the policy and practice of violating Business and Professions Code §§ 17200, *et seq.* by failing to pay premium pay for all on-duty rest breaks at the correct regular rate and to pay all wages due and owing for those failures;

v. For compensatory damages in amounts according to proof at time of trial representing the amount of unpaid compensation owed to Plaintiffs and class members for failing to pay premium pay at the correct regular rate for missed, short, and late meal periods during the applicable limitations period preceding the filing of the original Complaint and up to and including the present and until the date of compliance with the law;

vi. For compensatory damages in amounts according to proof at time of trial representing the amount of unpaid compensation owed to Plaintiffs and class members for failing to pay premium pay at the correct regular rate for missed, short, and late rest breaks during the applicable limitations period preceding the original filing of the Complaint and up to and including the present and until the date of compliance with the law;

vii. For compensatory damages in amounts according to proof at time of trial representing the amount of unpaid compensation owed to Plaintiffs and class members for failing to authorize and permit adequate duty-free rest breaks during the applicable limitations period preceding the original filing of the Complaint and up to and including the present and until the date of compliance with the law;

viii. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff Hernandez and each current or former aggrieved employee for each violation of Labor Code §§ 226.7, 512(a), 1198, and 1199 (missed meal

periods and missed rest periods) during the applicable limitations period preceding the original filing of the Complaint and up to and including the present and until the date of compliance with the law;

- ix. For compensatory damages to Plaintiff Hernandez and class members in an amount according to proof at time of trial for the policy and practice of failing to provide accurate, itemized wage statements during the period beginning December 15, 2020, up through the present and until the date of compliance with the law;²
- x. For civil penalties as specified by Labor Code § 226.3 for Plaintiff Hernandez and each current or former aggrieved employee and on behalf of the State of California for each violation of Labor Code § 226(a) (failure to provide itemized wage statements) during the applicable limitations period preceding the original filing of the Complaint. (Should Labor Code § 226.3 be found not to apply to Defendants' violations of Labor Code § 226(a), Plaintiff Hernandez alternatively seeks the civil penalties specified by Labor Code § 2699(f) for Plaintiff Hernandez and each current or former aggrieved employee and on behalf of the State of California for each violation of Labor Code § 226(a) (failure to provide itemized wage statements) during the applicable limitations period preceding the original filing of the Complaint.)
- xi. For the statutory amounts provided by Labor Code § 226(e) for Plaintiff Hernandez and class members during the period beginning December 15, 2020, up through and including the present and until the date of compliance with the law;³

² A subset of putative class members who were part of the certified Wage Statement Subclass in *Lorenz, et al. v. Plastipak Packaging, Inc.*, San Bernardino Case No. CIVDS07361 have a class period that begins on either October 27, 2020 or February 27, 2021.

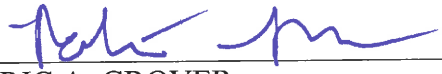
³ *Id.*

- xii. For waiting time penalties as provided by Labor Code § 203 for Plaintiffs and class members;
- xiii. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff Hernandez and each current or former aggrieved employee for each violation of Labor Code §§ 201-203 (failure to pay departing employees all wages due and owing) during the applicable limitations period preceding the original filing of the Complaint and up to and including the present and until the date of compliance with the law;
- xiv. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff Hernandez and each aggrieved employee for each violation of Labor Code § 204 (failure to pay wages in a timely manner) during the applicable limitations period preceding the original filing of the Complaint and up to and including the present and until the date of compliance with the law;
- xv. For reasonable attorneys' fees and costs as allowed by Labor Code §§ 226(g) and Code of Civil Procedure § 1021.5;
- xvi. For all interest as required by Labor Code § 218.6 and other applicable law;
- xvii. For all costs of this suit as allowed by law, and
- xviii. For such other and further relief as the Court may deem proper.

Dated: June 23, 2022

Respectfully submitted,

KELLER GROVER LLP

By: 

ERIC A. GROVER

DAVID M. WATSON

ROBERT SPENCER

Attorneys for Plaintiffs and the Proposed Class

JURY TRIAL DEMAND

Plaintiffs demand a trial by jury as to all issues so triable.

Dated: June 23, 2022

KELLER GROVER LLP

By:


ERIC A. GROVER
DAVID M. WATSON
ROBERT SPENCER
Attorneys for Plaintiffs and the Proposed Class

PROOF OF SERVICE

I, JOEY GONZALEZ, am employed in the County of San Francisco, State of California. I am over the age of eighteen and not a party to the within action. My business address is 1965 Market Street, San Francisco, California 94103. On **June 23, 2022**, in the case of *Franklin, et. al, v. Plastipak Packaging, Inc.*, San Bernadino Superior Court Case Number CIV SB 2134262, I served the foregoing document(s):

FIRST AMENDED CLASS ACTION COMPLAINT

on the interested party(ies) below, using the following means:

Attorneys for Defendant
PLASTIPACK PACKAGING, INC.

Ryan D. Miller, Esq.
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- | | |
|-------------------------------------|---|
| ☐ | (BY UNITED STATES MAIL) I sealed the envelope(s), with postage thereon fully prepaid, and on the date below, following ordinary business practices, I placed it for collection and mailing in the United States Postal Service, in San Francisco, California. |
| ☒ | (BY ELECTRONIC SERVICE) by electronically mailing a true and correct copy in PDF format through our electronic mail system to the email address(es) set forth above, or as stated on the attached service list per agreement between the parties. |
| ☒ | (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct. |



JOEY GONZALEZ

Joey Gonzalez

From: Joey Gonzalez
Sent: Thursday, June 23, 2022 11:34 AM
To: 'rmiller@cnda-law.com'; 'mcummings@cnda-law.com'; 'Maricela Bobadilla'; 'squesada@cnda-law.com'
Cc: Eric A. Grover; David Watson; Robert Spencer; Kristy Kitching
Subject: Franklin et al. v. Plastipak - Eservice - First Amended Complaint
Attachments: 22-06-23 Plastipak II FAC FINAL.pdf

Counsel, service copy of the First Amended Class Action Complaint is attached.

Thank you,

Joey Gonzalez
Receptionist/Legal Assistant



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