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PLAINTIFF/PETITIONER: Bryan Medina	CASE NUMBER: 25STCV25305
DEFENDANT/RESPONDENT: The Gill Corporation	

**PROOF OF SERVICE BY FIRST-CLASS MAIL
NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is *(specify)*:

***See attached Proof of Service

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and *(check one)*:

- a. ☐ deposited the sealed envelope with the United States Postal Service.
b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on *(date)*:
b. from *(city and state)*:

4. The envelope was addressed and mailed as follows:

- a. Name of person served:

Street address:

City:

State and zip code:

- c. Name of person served:

Street address:

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State and zip code:

- b. Name of person served:

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State and zip code:

- d. Name of person served:

Street address:

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State and zip code:

☒ Names and addresses of additional persons served are attached. *(You may use form POS-030(P).)*

5. Number of pages attached 15.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: November 18, 2025

Erika Mejia

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

FILED
Superior Court of California
County of Los Angeles

11/17/2025

David W. Slayton, Executive Officer / Clerk of Court

By: A. He Deputy

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Attorneys for Defendant
THE GILL CORPORATION

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

BRYAN MEDINA, as an individual and on behalf of all others similarly situated,

Plaintiff,

VS.

THE GILL CORPORATION, a California corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 25STCV25305

(Assigned to the Honorable Theresa M. Traber,
Dept. 1)

**STIPULATION FOR LEAVE TO FILE FIRST
AMENDED COMPLAINT; DECLARATION
OF MAX W. GAVRON**

Action Filed: August 28, 2025

Trial Date: None Set

1 Plaintiff Bryan Medina (“Plaintiff”) and Defendant The Gill Corporation (“Defendant”)
2 (collectively, “Parties”), by and through their respective counsel of record, herein stipulate as
3 follows:

4 WHEREAS, on August 28, 2025, Plaintiff sent written notice to the California Labor &
5 Workforce Development Agency (“LWDA”) of Defendant’s alleged violation of Labor Code
6 §§ 226, 226.7, 510, 512, 558, and 1194, pursuant to Labor Code § 2698, *et seq.*, the Private
7 Attorneys General Act (“PAGA”);

8 WHEREAS, on August 28, 2025, Plaintiff filed a class action complaint for: (1) violation
9 of Labor Code § 226.7; (2) violation of Labor Code §§ 226.7 and 512; (3) violation of Labor
10 Code §§ 510, 558, and 1194; (4) violation of Labor Code § 226; and (5) violation of Business
11 and Professions Code § 17200, *et seq.* (the “Action”);

12 WHEREAS, on September 2, 2025, the Court issued a stay of most pleadings and
13 discovery until further order. Notwithstanding the stay, Plaintiff could have filed an amended
14 complaint to add a PAGA claim provided that no answer to the original complaint had been
15 filed;

16 WHEREAS, on or about September 12, 2025, Defendant filed a notice of appearance in
17 the Action;

18 WHEREAS, Defendant’s counsel subsequently informed Plaintiff’s counsel of the
19 existence of an arbitration agreement containing a class action waiver signed by Plaintiff;

20 WHEREAS, Defendant contends the arbitration agreement is applicable to Plaintiff’s
21 employment;

22 WHEREAS, after reviewing the arbitration agreement and class action waiver, Plaintiff
23 wishes to dismiss his individual and putative class action claims without prejudice and will
24 pursue his individual claims in arbitration;

25 WHEREAS, concurrent with this Request, Plaintiff’s counsel provides the declaration
26 required by California Rule of Court 3.770(a) detailing the facts leading to the request for
27 dismissal of the putative class claims;

28 WHEREAS, the dismissal of the class action allegations without prejudice will not

1 prejudice the rights and remedies of any of the putative class members because no class has been
2 certified, and no notice has been sent to the putative class;

3 WHEREAS, pursuant to California Rules of Court, Rule 3.770(c), “if the court has not
4 ruled on class certification, or if notice of the pendency of the action has not been provided to
5 class members in a case in which such notice was required...the action may be dismissed
6 without notice to the class members if the court finds that the dismissal will not prejudice them;”

7 WHEREAS, the putative class members have not yet been provided any notice, there has
8 been no determination on the merits of the class action, and no class has been certified;

9 WHEREAS, Defendant has no objection to Plaintiff filing a First Amended
10 Representative Action Complaint (“First Amended Complaint”) to allege a single cause of action
11 for violation of Labor Code § 2698, *et seq.*;

12 WHEREAS, the Parties, through their counsel of record, have met and conferred
13 regarding the filing of the First Amended Complaint, a copy of which is attached to the
14 Declaration of Max W. Gavron as **Exhibit A**; and

15 WHEREAS, Defendant stipulates to Plaintiff filing the First Amended Complaint solely
16 to permit Plaintiff to assert a PAGA claim, but Defendant expressly denies liability and does not
17 waive any defenses or rights, including but not limited to defenses to the First Amended
18 Complaint, arbitrability, the scope and/or enforceability of the Arbitration Agreement, standing,
19 manageability, and any defenses to PAGA.

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

- 21 1. That Plaintiff’s individual claims and allegations be dismissed *without prejudice*;
- 22 2. That the class claims and allegations be dismissed *without prejudice*;
- 23 3. Plaintiff’s individual claims will proceed in arbitration;
- 24 4. That the First Amended Complaint be deemed filed and served as of the date of
25 execution of the [Proposed] Order filed herewith; and
- 26 5. That the Court stay the representative portion of Plaintiff’s PAGA claim pending
27 completion of the arbitration and set a Status Conference re Outcome of Arbitration for a date
28 convenient for the Court’s calendar at least 8 months after the date the Court enters this order.

DATED: November 5, 2025

DIVERSITY LAW GROUP, P.C.

By: /s/ Max W. Gavron
Max W. Gavron
Attorneys for Plaintiff Bryan Medina

DATED: November 5, 2025

JACKSON LEWIS P.C.

By: /s/ Peter M. Waneis
Andrea F. Oxman
Peter M. Waneis
Elliot R. Wilson
Attorneys for Defendant The Gill Corporation

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I, Max W. Gavron, based on my personal knowledge, declare and state as follows:

1. I am an attorney at law, duly licensed to practice before all Courts in the State of California, and an attorney with the law firm Diversity Law Group, P.C., attorneys of record for Plaintiff Bryan Medina (“Plaintiff”) in the instant action (“Action”). All the matters stated within this declaration are made of my own personal knowledge.

2. On August 28, 2025, Plaintiff sent written notice to the California Labor & Workforce Development Agency (“LWDA”) of alleged violation of Labor Code §§ 226, 226.7, 510, 512, 558, and 1194, pursuant to Labor Code § 2698, *et seq.*, the Private Attorneys General Act (“PAGA”), by Defendant The Gill Corporation (“Defendant”).

3. On August 28, 2025, Plaintiff filed a class action complaint for: (1) violation of Labor Code § 226.7; (2) violation of Labor Code §§ 226.7 and 512; (3) violation of Labor Code §§ 510, 558, and 1194; (4) violation of Labor Code § 226; and (5) violation of Business and Professions Code § 17200, *et seq.* (the “Action”).

4. On September 2, 2025, the Court issued a stay of most pleadings and discovery until further order in the Action.

5. On or about September 12, 2025, Defendant filed a notice of appearance in the Action.

6. Defendant's counsel subsequently informed my office of the existence of an arbitration agreement containing a class action waiver signed by Plaintiff.

7. Defendant contends the arbitration agreement is applicable to Plaintiff's employment.

8. After reviewing the arbitration agreement and class action waiver, Plaintiff wishes to dismiss his individual and putative class action claims without prejudice and pursue his individual claims in arbitration.

9. The dismissal of the class action allegations without prejudice will not prejudice the rights and remedies of any of the putative class members because no class has been certified, and no notice has been sent to the putative class.

9. California Rules of Court, Rule 3.770(c) states, “if the court has not ruled on class certification, or if notice of the pendency of the action has not been provided to class members in a case in which such notice was required...the action may be dismissed without notice to the class members if the court finds that the dismissal will not prejudice them.” Here, no class certification motion has been filed, no class has been certified, and notice of the pendency of this Action has not been provided to any putative class member the putative class members have not yet been provided any notice, there has been no determination on the merits of the class action, and no class has been certified.

10. No consideration has been received in exchange for Plaintiff dismissing his individual and putative class claims.

11. The Parties agreed to the filing of a First Amended Representative Action Complaint (“First Amended Complaint”) to allege a single cause of action for violation of Labor Code § 2698, *et seq.*

12. The Parties, through their counsel of record, have met and conferred regarding the filing of a First Amended Complaint, a true and correct copy of which is attached hereto as **Exhibit A.**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this on 5th day of November 2025, at Los Angeles, California.


Max W. Gavron

[PROPOSED] ORDER

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

1. Plaintiff Bryan Medina’s (“Plaintiff”) individual class and PAGA claims and allegations in the Complaint are DISMISSED WITHOUT PREJUDICE;
2. Plaintiff is granted leave to file the First Amended Complaint, attached as **Exhibit A** to the Stipulation;
3. Plaintiff’s First Amended Complaint, attached as **Exhibit A** to the Stipulation, is deemed filed as of the date of execution of this Order; and
4. The Court stays the representative portion of Plaintiff’s PAGA claim pending completion of the arbitration and sets a Status Conference re Outcome of Arbitration
November 18, 2026, at 8:30 a.m./p.m., in Department 1.

IT IS SO ORDERED.

DATED: November 17, 2025



A handwritten signature in black ink, appearing to read "Theresa M. Traber", is written over a horizontal line.

Theresa M. Traber / Judge

HONORABLE JUDGE OF THE
SUPERIOR COURT OF CALIFORNIA

4923-7193-3815, v. 1

EXHIBIT A

Max W. Gavron (State Bar No. 291697)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
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(213) 488-6555
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Attorneys for Plaintiff Bryan Medina

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

BRYAN MEDINA, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

THE GILL CORPORATION, a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 25STCV25305

**FIRST AMENDED REPRESENTATIVE
ACTION COMPLAINT FOR VIOLATION OF
LABOR CODE § 2698, *ET SEQ.***

DEMAND EXCEEDS \$35,000.00

1 Plaintiff Bryan Medina (“Plaintiff”) hereby submits this First Amended Representative
2 Action Complaint (“Complaint”) against Defendant The Gill Corporation (the “Company” or
3 “Defendant”) and Does 1-50 (hereinafter collectively referred to as “Defendants”), as a proxy for
4 the State of California and on behalf of all other similarly aggrieved current and former
5 employees of Defendants for civil penalties, as follows:

6 **INTRODUCTION**

7 1. This action is within the Court’s jurisdiction under California Labor Code section
8 2698, *et seq.* and the applicable Wage Orders of the California Industrial Welfare Commission
9 (“IWC”).

10 2. This Complaint challenges systemic illegal employment practices resulting in
11 violations of the California Labor Code against individuals who worked for Defendants.

12 **JURISDICTION AND VENUE**

13 3. The Court has jurisdiction over the violations of the California Labor Code
14 section 2698, *et seq.*, and the applicable IWC Wage Orders.

15 4. Venue is proper in Los Angeles County because Defendants maintain business
16 locations in this County and Plaintiff worked for Defendants in Los Angeles County.

17 **PARTIES**

18 5. Plaintiff started employment with Defendants in approximately November 2023.
19 For the duration of Plaintiff’s employment, Plaintiff was an hourly, non-exempt employee.

20 6. Plaintiff is informed and believes and based thereon alleges that Defendant The
21 Gill Corporation was and is a corporation doing business in the State of California, including in
22 Los Angeles County.

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

26 8. As such and based upon all the facts and circumstances incident to Defendants’
27 business in California, Defendants are subject to the California Labor Code.

28 9. Plaintiff does not know the true names or capacities, whether individual, partner,

1 or corporate, of the Defendants sued herein as Does 1 through 50, inclusive, and for that reason,
2 said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this
3 Complaint when the true names and capacities are known. Plaintiff is informed and believes, and
4 based thereon alleges, that each of said fictitious Defendants was responsible in some way for the
5 matters alleged herein and proximately caused Plaintiff and the Aggrieved Employees to be
6 subject to the illegal employment practices, wrongs, and injuries complained of herein.

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

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

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

22 13. At all times herein mentioned, the acts and omissions of various Defendants, and
23 each of them, concurred and contributed to the various acts and omissions of each and all of the
24 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
25 herein mentioned, Defendants, and each of them, ratified each and every act or omission
26 complained of herein. At all times herein mentioned, the Defendants, and each of them, aided
27 and abetted the acts and omissions of each and all of the other Defendants in proximately causing
28 the damages as herein alleged.

1 **FIRST CAUSE OF ACTION**

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

3 **(BY PLAINTIFF AND THE AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS)**

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

6 15. Plaintiff brings this cause of action as a proxy for the State of California, and in
7 this capacity, seeks penalties on behalf of all aggrieved employees from August 28, 2024,
8 through the present (“Aggrieved Employees”), for Defendant’s violations of Labor Code sections
9 226, 226.7, 510, 512, 558, and 1194.

10 16. Labor Code section 226.7 requires an employer to provide a duty-free, 10-minute
11 rest period for every 4 hours worked, or major fraction thereof.

12 17. Labor Code sections 226.7 and 512 require an employer to provide duty-free meal
13 periods of at least 30 minutes for every work period exceeding five (5) hours.

14 18. Plaintiff and other Aggrieved Employees who regularly worked shifts of three and
15 one-half (3.5) hours or more per day, and accordingly had a right to take a 10-minute rest period
16 each day. In addition, Plaintiff and other Aggrieved Employees who regularly worked shifts of
17 five (5) hours or more per day and, accordingly, were entitled to take an uninterrupted, duty-free
18 meal period each day.

19 19. At all relevant times, Defendant failed to satisfy its affirmative obligation to
20 ensure that Plaintiff and Aggrieved Employees received paid, duty-free rest periods of at least
21 ten (10) consecutive, uninterrupted minutes and duty-free meal periods of at least thirty (30)
22 consecutive, uninterrupted minutes during which they were relieved of all duties, as required by
23 the California Labor Code and the applicable IWC Wage Order. Defendant also failed to pay
24 meal and rest period premium compensation to Plaintiff and Aggrieved Employees at the regular
25 rate of pay, in lieu of providing proper duty-free meal and rest periods.

26 20. Labor Code sections 510, 558, and 1194 require an employer to pay employees
27 overtime at a rate of one and one-half the employee’s regular rate of pay for any work in excess
28 of eight hours in a workday or 40 hours in a workweek.

21. At all relevant times, Defendant failed to pay Plaintiff and Aggrieved Employees all wages owed for hours worked in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek, as required by the California Labor Code and the applicable IWC Wage Order.

22. Plaintiff and Aggrieved Employees earned differing base rates of pay during the same workweeks and/or pay periods. As a matter of corporate policy and practice, Defendant failed to include the differing base rate wages when calculating the regular rate of pay for purposes of overtime compensation, and instead paid overtime premiums based only on the employees' base hourly rate in effect.

23. As a result of the underpayment of overtime wages and meal and rest period premium as alleged above, the wage statements issued to Plaintiff and Aggrieved Employees failed to identify the correct rates of pay, gross wages earned, and net wages earned.

24. On or about August 28, 2025, Plaintiff sent written notice to the California Labor and Workforce Development Agency (“LWDA”) of Defendant’s violations of Labor Code sections 226, 226.7, 510, 512, 558, and 1194, pursuant to Labor Code section 2698, *et seq.*, the Private Attorneys General Act. To date, the LWDA has not responded to Plaintiff’s written notice. In addition to the LWDA, Plaintiff also sent his PAGA notice to Defendant via certified mail, according to Labor Code section 2699.3.

25. As such, pursuant to Labor Code section 2699(a), Plaintiff seeks recovery of any and all applicable civil penalties for Defendant's violations of Labor Code sections 226, 226.7, 510, 512, 558, and 1194, for the time periods described above, on behalf of himself and other Aggrieved Employees.

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. Upon the First Cause of Action, for damages and/or penalties pursuant to California Labor Code section 226.3 and 2698, *et seq.*, and for costs and attorneys' fees;

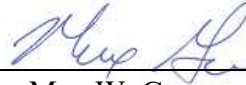
2. On all causes of action, for attorneys' fees and costs as provided by California

1 Labor Code sections 218.5 and 2698, *et seq.* and Code of Civil Procedure section 1021.5; and

2 3. For such other and further relief as the Court may deem just and proper.

3
4 DATED: November 5, 2025

DIVERSITY LAW GROUP, P.C.

5
6 By:  _____

Max W. Gavron

7 Attorneys for Plaintiff Bryan Medina
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PROOF OF SERVICE

(Code of Civil Procedure Sections 1013a, 2015.5)

STATE OF CALIFORNIA]
]ss.
COUNTY OF LOS ANGELES]

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

On November 18, 2025, I served the following document(s) described as: **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on the interested parties in this action as follows:

Andrea F. Oxman Peter M. Waneis Elliot R. Wilson Sherry Shapiro Tina Ledesma Keithin Page Jackson Lewis P.C. 725 South Figueroa Street, Suite 2800 Los Angeles, California 90017	<i>Attorneys for Defendant The Gill Corporation</i> Andrea.oxman@jacksonlewis.com Peter.Waneis@jacksonlewis.com Elliot.Wilson@jacksonlewis.com Sherry.Shapiro@jacksonlewis.com Tina.Ledesma@jacksonlewis.com Keithin.Page@jacksonlewis.com LADocket@jacksonlewis.com
Elliot R. Wilson Jackson Wilson P.C. 225 Broadway, Suite 1800 San Diego, California 92101	<i>Attorneys for Defendant The Gill Corporation</i> Elliot.Wilson@jacksonlewis.com

 X BY ELECTRONIC SERVICE: Based on a court order I caused the above-entitled document(s) to be served through the ACE Attorney Service E-Filing System at the website www.efile.acelegal.com, addressed to all parties appearing on this proof of service for the above-entitled case. The service transmission was reported as complete and a copy of the filing receipt/confirmation will be filed, deposited, or maintained with the original document(s) in this office.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on November 18, 2025, at Los Angeles, California.



Erika Mejia