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on behalf of himself and others similarly situated

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

ANTHONY MEDINA and MARIO
ALEJANDRO ZAVALA, on behalf of
themselves and others similarly situated,

Plaintiffs,

vs.

PAPERBOARD PACKAGING
CORPORATION, an Idaho corporation;
PAPERBOARD PACKAGING CORP, an
entity of unknown form; AMCOR
FLEXIBLES NORTH AMERICA, INC., a
Missouri corporation; AMCOR, an entity of
unknown form; and DOES 1 through 50,
inclusive,

Defendants.

Case No. CVCS24-0002240

CLASS AND REPRESENTATIVE ACTION

Assigned for All Purposes To:
Hon. Tahmina Morrow

**FIRST AMENDED CLASS
ACTION COMPLAINT FOR:**

1. Failure to Pay Minimum Wages Under Labor Code §§ 204, 1194, 1194.2, and 1197;
2. Failure to Pay Wages and Overtime Under Labor Code §§ 510, 1194, and 1198;
3. Rest-Break Liability Under Labor Code § 226.7;
4. Failure to Pay Vacation Wages under Labor Code § 227.3;
5. Failure to Pay Sick Pay Provide Sick Leave, and Supplemental Paid Sick Leave under Labor Code §§ 245-248.5;
6. Failure to Keep Required Payroll Records Under Labor Code §§ 1174 and 1174.5;
7. Failure to Produce Requested Employment Records Under Labor Code §§ 226 and 1198.5;
8. Failure to Timely Pay Final Wages under Labor Code §§ 201, 202, 203;
9. Violation of Business & Professions Code §§

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- 17200 *et seq.*
10. Meal-Period Liability Under Labor Code §§ 226.7 and 512;
11. Failure to Indemnify Necessary Business Expenses Under Labor Code §§ 2800 and 2802;
12. Failure to Timely Pay All Wages During Employment under Labor Code § 204;
13. Unfair Business Practices; and
14. Penalties Pursuant to Labor Code §§ 2699, *et seq.*

DEMAND FOR JURY TRIAL

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Attorneys for Plaintiff MARIO ALEJANDRO ZAVALA,
on behalf of himself and others similarly situated

1 Plaintiffs ANTHONY MEDINA and MARIO ALEJANDRO ZAVALA (hereinafter
2 “Plaintiffs”), on behalf of themselves and all others similarly situated (collectively, “Employees”;
3 individually, “Employee”), complain of Defendants, and each of them, as follows:

4 INTRODUCTION

5 1. Plaintiffs bring this action on behalf of themselves and all current and former
6 Employees within the State of California who, at any time four (4) years prior to the filing of this
7 lawsuit, are or were employed as non-exempt, hourly employees by Defendants PAPERBOARD
8 PACKAGING CORPORATION, an Idaho corporation; PAPERBOARD PACKAGING CORP,
9 an entity of unknown form; AMCOR FLEXIBLES NORTH AMERICA, INC., a Missouri
10 corporation; AMCOR, an entity of unknown form; and DOES 1 through 50 (all defendants being
11 collectively referred to herein as “Defendants”). Plaintiffs allege that Defendants, and each of
12 them, violated various provisions of the California Labor Code, relevant orders of the Industrial
13 Welfare Commission (IWC) and California Business & Professions Code, and seeks redress
14 therefore.

15 2. Plaintiffs are residents of California and during the time period relevant to this
16 Complaint were employed by Defendants as non-exempt hourly employees within the State of
17 California at Defendants’ facilities and offices in California. Plaintiffs and the other Class
18 members worked for Defendants in Sutter County, and in other nonexempt positions, throughout
19 California and, and consistently worked at Defendants’ behest without being paid all wages due.
20 More specifically, Plaintiffs and the other similarly situated Class members were employed by
21 Defendants and worked at Defendants’ offices and other facilities where the conduct giving rise to
22 the allegations in this Class Action Complaint occurred. Upon information and belief, Plaintiffs
23 were employed by Defendants and (1) shared similar job duties and responsibilities, (2) were
24 subjected to the same policies and practices, and (3) endured similar violations at the hands of
25 Defendants as the other Employee Class members who served in similar and related positions.

26 3. Defendants required Plaintiffs and the Employees in the Class to perform work
27 while remaining under Defendants’ control before and after being on the clock for their daily work
28 shift. Defendants thus failed to pay Plaintiffs and the Class members for all hours worked.

Defendants also failed to provide Plaintiffs and the Class with lawful rest periods, as employees were prohibited from leaving the premises during rest breaks and therefore employees were not relieved of all work duties and employer control during rest periods as required by the Labor Code.

THE PARTIES

A. The Plaintiffs

4. Plaintiff ANTHONY MEDINA has resided in California and during the time period relevant to this Complaint was employed by Defendants as a non-exempt hourly employee within the State of California.

5. Plaintiff MARIO ALEJANDRO ZAVALA has resided in California and during the time period relevant to this Complaint was employed by Defendants as a non-exempt hourly employee within the State of California.

B. The Defendants

6. Defendant PAPERBOARD PACKAGING CORPORATION is an Idaho corporation with its principle executive offices in Neenah, Wisconsin and has been listed as the employer on Plaintiff Medina's W2 and Plaintiff Zavala's wage statements during the relevant time period. PAPERBOARD PACKAGING CORPORATION does not list a California address with the California Secretary of State, but upon information and belief, employs Class members in Sutter County, including at Defendants' offices and facilities in Yuba City, California, and throughout California and conducts business throughout California.

7. Defendant PAPERBOARD PACKAGING CORP is an entity of unknown form with its principle executive offices in Oshkosh, Wisconsin and has been listed as the employer on Plaintiff's paystubs during the relevant time period. PAPERBOARD PACKAGING CORP does not list a California address with the California Secretary of State, but upon information and belief, employs Class members in Sutter County, including at Defendants' offices and facilities in Yuba City, California, and throughout California and conducts business throughout California.

8. Defendant AMCOR FLEXIBLES NORTH AMERICA, INC. is a Missouri corporation with its principle executive offices in Neenah, Wisconsin and has been listed as the

1 employer on documents in Plaintiff's personnel file during the relevant time period. AMCOR
2 FLEXIBLES NORTH AMERICA, INC. does not list a California address with the California
3 Secretary of State, but upon information and belief, employs Class members in Sutter County,
4 including at Defendants' offices and facilities in Yuba City, California, and throughout California
5 and conducts business throughout California.

6 9. Defendant AMCOR is an entity of unknown form and has been listed as the
7 employer on documents in Plaintiff's personnel file during the relevant time period. AMCOR does
8 not list a California address with the California Secretary of State, but upon information and
9 belief, employs Class members in Sutter County, including at Defendants' offices and facilities in
10 Yuba City, California, and throughout California and conducts business throughout California.

11 10. The true names and capacities, whether individual, corporate, associate, or
12 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently
13 unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of
14 Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants
15 designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in
16 some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend
17 this Complaint to reflect the true names and capacities of the Defendants designated herein as
18 Does 1 through 50 when their identities become known.

19 11. Plaintiffs are informed and believe and thereon allege that each Defendant acted in
20 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried
21 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of
22 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in
23 all respects as the employers or joint employers of Employees. Defendants, and each of them,
24 exercised control over the wages, hours or working conditions of Employees, or suffered or
25 permitted Employees to work, or engaged, thereby creating a common law employment
26 relationship, with Employees. Therefore, Defendants, and each of them, employed or jointly
27 employed Employees.

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1 JURISDICTION AND VENUE

2 12. This Court has jurisdiction over this Action pursuant to California Code of Civil
3 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
4 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
5 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
6 pursuant to California Code of Civil Procedure §§ 395 *et seq.* Upon information and belief, the
7 obligations and liabilities giving rise to this lawsuit occurred at least in part in Sutter County and
8 Defendants maintain and operate company offices and facilities in Sutter County, and employ or
9 employed Plaintiffs and other Class members in Sutter County and throughout California.

10 FACTUAL BACKGROUND

11 13. The Employees who comprise the Class and Collective, including Plaintiffs, are
12 nonexempt employees pursuant to the applicable Wage Order of the IWC. Defendants hire
13 Employees who work in nonexempt positions at the direction of Defendants in the State of
14 California. Plaintiffs and the Class members were either not paid by Defendants for all hours
15 worked or were not paid at the appropriate minimum, regular and overtime rates. Specifically,
16 Plaintiffs and Employees were not paid for all the time that they worked “pre-shift” by waiting in
17 line to clock in and the time spent working off-the-clock by undergoing COVID-19 checks, tests,
18 and vaccinations. Plaintiffs also contend that Defendants failed to pay Plaintiffs and the Class
19 members all wages due and owing and failed to provide compliant rest breaks, all in violation of
20 various provisions of the California Labor Code and applicable Wage Orders. Additionally,
21 Defendants paid Plaintiffs and Employees nondiscretionary commissions, incentive pay, shift
22 differentials, and/or nondiscretionary bonuses. However, upon information and belief, Defendants
23 failed to incorporate all remunerations, including nondiscretionary commissions, incentive pay,
24 shift differentials, and/or nondiscretionary bonuses, into the calculation of the regular rate of pay
25 for purposes of calculating the overtime wage rate. Therefore, during times when Plaintiffs and
26 Employees worked overtime and received nondiscretionary commissions, incentive pay, shift
27 differentials, and/or nondiscretionary bonuses, Defendants failed to pay all overtime wages by
28 paying a lower overtime rate than required. Lastly, Defendants failed to incorporate the prevailing

wage rate into the regular rate of pay used to calculate and pay for overtime and double time pay.

14. From at least four (4) years prior to the filing of this lawsuit and continuing to the present, Defendants paid Plaintiffs and Employees nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to incorporate all remunerations, including nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating sick pay. Additionally, Defendants failed to incorporate the prevailing wage rate into the regular rate of pay used to calculate sick pay. Therefore, during times when Plaintiffs and Employees worked overtime and received nondiscretionary commissions, incentive pay, shift differentials, nondiscretionary bonuses, and/or prevailing wages, Defendants failed to pay all sick pay by paying a lower overtime rate than required.

15. From at least four (4) years prior to the filing of this lawsuit and continuing to the present, Defendants paid Plaintiffs and Employees nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to incorporate all remunerations, including nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating vacation pay. Additionally, Defendants failed to incorporate the prevailing wage rate into the regular rate of pay used to calculate vacation pay. Therefore, during times when Plaintiffs and Employees worked overtime and received nondiscretionary commissions, incentive pay, shift differentials, nondiscretionary bonuses, and/or prevailing wages, Defendants failed to pay all vacation pay and sick pay and supplemental sick pay by paying a lower overtime rate than required. In addition, Plaintiffs allege that Defendants failed to pay all accrued vacation time at the time of termination in violation of the Labor Code.

16. During the course of Plaintiffs and the Class members' employment with Defendants, they were not paid all wages they were owed, including for all work performed and for all overtime hours worked and were forced to remain under Defendants' control during rest breaks.

1 17. Throughout the course of Plaintiffs' and the Class members' employment with
2 Defendants, they were not paid regular wages and overtime for the time they were required to
3 comply with other requirements imposed upon them. As a result, Plaintiffs and the Class
4 members worked shifts over eight (8) hours in a day and over forty (40) hours in a work week,
5 but they were not paid at the appropriate overtime rate for all such hours, including by being
6 required to perform work duties and tasks without pay and while off-the-clock. As a result,
7 Plaintiffs and the Class members worked substantial overtime hours during their employment
8 with Defendants for which they were not compensated, in violation of the California Labor Code,
9 applicable IWC Wage Orders.

10 18. As a result of the above described off-the-clock work, and the other wage violations
11 they endured at Defendants' hands, Plaintiffs and the Class members were not properly paid for all
12 wages earned and for all wages owed to them by Defendants, including when working more than
13 eight (8) hours in any given day and/or more than forty (40) hours in any given week. As a result
14 of Defendants' unlawful policies and practices, Plaintiffs and Class members incurred overtime
15 hours worked for which they were not adequately and completely compensated. To the extent
16 applicable, Defendants also failed to pay Plaintiffs and the Class members at an overtime rate of
17 1.5 times the regular rate for the first eight hours of the seventh consecutive work day in a week
18 and overtime payments at the rate of 2 times the regular rate for hours worked over eight (8) on
19 the seventh consecutive work day, as required under the Labor Code, applicable IWC Wage
20 Orders.

21 19. Therefore, from at least four (4) years prior to the filing of this lawsuit and
22 continuing to the present, Defendants had a consistent policy or practice of failing to pay
23 Employees for all hours worked and failing to pay minimum wage for all time worked as required
24 by California Law.

25 20. Additionally from at least four (4) years prior to the filing of this lawsuit and
26 continuing to the present, Defendants had a consistent policy or practice of failing to pay
27 Employees overtime compensation at premium overtime rates for all hours worked in excess of
28 eight (8) hours a day and/or forty (40) hours a week, and double-time rates for all hours worked in

1 excess of twelve (12) hours a day, in violation of Labor Code § 510 and the corresponding
2 sections of IWC Wage Orders.

3 21. From at least four (4) years prior to the filing of this lawsuit and continuing to the
4 present, Defendants have failed to provide Employees with paid, off-duty rest breaks of not less
5 than ten (10) minutes for every work period of four (4) or more consecutive hours; nor did
6 Defendants pay Employees premium pay for each day on which requisite rest breaks were not
7 provided or were deficiently provided at one hour of wages at each Employee's effective regular
8 rate of pay, for each rest period that Defendants failed to provide or deficiently provided.
9 Specifically, Defendants had a policy and/or practice whereby Employees were not permitted to
10 leave the premises during rest breaks. Moreover, Defendants did not have adequate policies or
11 practices permitting or authorizing rest periods for Plaintiffs and Employees, nor did Defendants
12 have adequate policies or practices regarding the timing of rest periods. Defendants also did not
13 have adequate policies or practices to verify whether Plaintiffs and Employees were taking their
14 required rest periods. Further, Defendants did not maintain accurate records of employee work
15 periods, and therefore Defendants cannot demonstrate that Plaintiffs and Employees took rest
16 periods during the middle of each work period. Accordingly, Defendants' policy and practice was
17 to not authorize and permit Plaintiffs and Employees to take rest periods in compliance with
18 California law.

19 22. From at least four (4) years prior to the filing of this lawsuit and continuing to the
20 present, Defendants have failed to provide Employees with a 30-minute, continuous and
21 uninterrupted, duty-free meal period for every five hours of work, or without compensating
22 Plaintiffs and Employees for meal periods that were not provided by the end of the fifth hour of
23 work or tenth hour of work; nor did Defendants pay Employees premium pay for each day on
24 which requisite meal periods were not provided or were deficiently provided at one hour of wages
25 at each Employee's effective regular rate of pay, for each meal period that Defendants failed to
26 provide or deficiently provided. Defendants also did not adequately inform Plaintiffs and
27 Employees of their right to take a meal period by the end of the fifth hour of work, or, for shifts
28 greater than 10 hours, by the end of the tenth hour of work. Also, Plaintiffs and Employees were

1 sometimes interrupted during meal breaks, without compensation. Accordingly, Defendants'
2 policy and practice was to not provide meal periods to Plaintiffs and Employees in compliance
3 with California law.

4 23. From at least four (4) years prior to the filing of this lawsuit and continuing to the
5 present, Defendants have wrongfully required Plaintiffs and Employees to pay expenses that they
6 incurred in direct discharge of their duties for Defendants without reimbursement, such as the
7 occasional use of personal cellular telephones, and maintenance of uniforms, and the purchase of
8 additional uniform shirts (in excess of the free shirts provided by Defendants).

9 24. Additionally, from at least three (3) years prior to the filing of this lawsuit, and
10 continuing to the present, Defendants have consistently failed to keep and provide accurate time
11 and wage records as required by California wage-and-hour laws. Throughout the statutory period,
12 Defendants failed to furnish Plaintiffs and Employees with accurate, itemized wage statements
13 showing all applicable hourly rates, and all gross and net wages earned (including correct hours
14 worked, correct wages earned for hours worked, correct overtime hours worked, correct wages for
15 meal periods that were not provided in accordance with California law, correct wages for rest
16 periods that were not authorized and permitted to take in accordance with California law, and
17 Defendants' address). Further, the wage statements do not show Defendants' address as required
18 by California law. As a result of these violations of Labor Code § 226(a), Plaintiffs and
19 Employees suffered injury, and are owed the amounts provided for in Labor Code § 226(e),
20 including actual damages, because, among other things:

- 21 a. The violations led them to believe that they were not entitled to be paid minimum
22 wages, overtime wages, meal period premium wages, and rest period premium wages to
23 which they were entitled, even though they were entitled;
- 24 b. The violations led them to believe that they had been paid the minimum, overtime,
25 meal period premium, and rest period premium wages, even though they had not been;
- 26 c. The violations led them to believe they were not entitled to be paid minimum,
27 overtime, meal period premium, and rest period premium wages at the correct California
28 rate even though they were;

d. The violations led them to believe they had been paid minimum, overtime, meal period premium, and rest period premium wages at the correct California rate even though they had not been;

e. The violations hindered them from determining the amounts of minimum, overtime, meal period premium, and rest period premium owed to them;

f. In connection with their employment before and during this action, and in connection with prosecuting this action, the violations caused them to have to perform mathematical computations to determine the amounts of wages owed to them, computations they would not have to make if the wage statements contained the required accurate information;

g. By understating the wages truly due them, the violations caused them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits; and

h. The wage statements inaccurately understated the wages, hours, and wages rates to which Plaintiffs and Employees were entitled, and Plaintiffs and Employees were paid less than the wages and wage rates to which they were entitled.

25. Additionally, from at least four (4) years prior to filing this lawsuit and continuing to the present, Defendants have had a consistent policy of denying Employees the right to inspect and receive all of their payroll records, timecards, and personnel records.

26. Additionally, from at least four (4) years prior to filing of this lawsuit and continuing to the present, Defendants have had a consistent policy of failing to pay all wages fur and owed to Employees at the time of their termination or within seventy-two (72) hours of their resignation, as required by California wage-and-hour laws. Throughout the statutory period, Defendants willfully failed and refused to timely pay Plaintiffs and Employees during and at the conclusion of their employment all wages, including at the correct regular rate of pay, for all minimum wages, overtime wages, sick pay wages, vacation wages, meal period premium wages, and rest period premium wages.

27. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor

Code §§ 201, 202, 203, 204, 204b, 210, 226, 226.7, 227.3, 245 *et seq.*, 246, 248.5, 248.7, 256, 510, 512, 516, 558, 558.1, 1174, 1174.4, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, 2698, and 2699, *et seq.*, and all applicable IWC Wage Orders.

28. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Employees seek injunctive relief, restitution, and disgorgement of all benefits Defendants have enjoyed from their violations of Labor Code.

CLASS ALLEGATIONS

29. Plaintiffs bring this class action on behalf of themselves and all others similarly situated pursuant to Code of Civil Procedure § 382. Plaintiffs seek to represent a class defined as follows: all individuals employed by Defendants within the State of California at any time within four (4) years of the filing of this lawsuit.

30. Further, Plaintiffs seek to represent the following Subclasses composed of and defined as follows:

a. Subclass 1. Minimum Wages Subclass. All Class members who were not compensated for all hours worked for Defendants at the applicable minimum wage.

b. Subclass 2. Wages and Overtime Subclass. All Class members who were not compensated for all hours worked for Defendants at the required rates of pay, including for all hours worked in excess of eight in a day and/or forty in a week.

c. Subclass 3. Vacation Wages Subclass. All Class members who were not compensated at the Employee's regular rate of pay for their vacation wages.

d. Subclass 4. Sick Pay Subclass. All Class members who were not compensated at the Employee's regular rate of pay for their sick pay wages.

e. Subclass 5. Rest Break Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to authorize and permit Employees to take uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.

f. Subclass 6. Payroll Records Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to keep accurate time and wage records as required

1 by California wage-and-hour laws.

2 g. Subclass 7. Failure to Produce Requested Employment Records Subclass. All Class
3 members who, within the applicable limitations period, were denied the right to inspect and
4 receive all of their payroll records, timecards, and personnel records.

5 h. Subclass 8. Termination Pay Subclass. All Class members who, within the
6 applicable limitations period, either voluntarily or involuntarily separated from their employment
7 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
8 termination.

9 i. Subclass 9. UCL Subclass. All Class members who are owed restitution as a result
10 of Defendants' business acts and practices, to the extent such acts and practices are found to be
11 unlawful, deceptive, and/or unfair.

12 j. Subclass 10. Meal Period Subclass. All Class members who were subject to
13 Defendants' policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-
14 free meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.

15 k. Subclass 11. Business Expense Subclass. All Class members who are owed
16 reimbursement for necessary and/or reasonable expenses incurred for work purposes.

17 31. Plaintiffs reserve the right under California Rule of Court 3.765 to amend or
18 modify the class description with greater particularity or further division into subclasses or
19 limitation to particular issues.

20 32. This action has been brought and may properly be maintained as a class action
21 under the provisions of Code of Civil Procedure § 382 because there is a well-defined community
22 of interest in litigation and proposed class is easily ascertainable.

23 **A. Numerosity**

24 33. The potential members of the class as defined are so numerous that joinder of all
25 the member of the class is impracticable. While the precise number of class members has not been
26 determined at this time, Plaintiffs are informed and believe that Defendants employ or, during the
27 time period relevant to this lawsuit, employed more than 100 individuals within the State of
28 California.

34. Accounting for employee turnover during the relevant time period increases this number substantially. Plaintiffs allege that Defendants' employment records will provide information as to the number and location of all class members.

B. Commonality

35. There are questions of law and fact common to the class that predominate over any questions affecting only individual class members. These common questions of law and fact include:

- a. Whether Defendants failed to pay Employees minimum wages;
- b. Whether Defendants failed to pay Employees wages for all hours worked;
- c. Whether Defendants failed to pay Employees overtime as required under Labor Code § 510;
- d. Whether Defendants failed to pay Employees vacation wages as required under Labor Code § 227.3;
- e. Whether Defendants failed to pay Employees sick pay as required under Labor Code §§ 245-248.5;;
- f. Whether Defendants violated Labor Code § 226.7, and the applicable IWC Wage Orders, by failing to provide Employees with requisite rest breaks or premium pay in lieu thereof;
- g. Whether Defendants violated Labor Code §§ 1174 and 1174.5;
- h. Whether Defendants violated Labor Code §§ 226 and 1198;
- i. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;
- j. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC Wage Orders, by failing to provide Employees with requisite meal periods or premium pay in lieu thereof.
- k. Whether Defendants are liable for penalties under Labor Code §§ 2699, *et seq.*;
- l. Whether Defendants violated Business and Professions Code §§ 17200, *et seq.*;
- m. Whether Defendants violated Labor Code §§ 2800 and 2802; and

1 n. Whether Employees are entitled to equitable relief pursuant to Business and
2 Professions Code §§ 17200, *et seq.*

3 **C. Typicality**

4 36. The claims of the named plaintiff are typical of those of the other Employees.
5 Employees all sustained injuries and damages arising out of and caused by Defendants' common
6 course of conduct in violation of statutes, as well as regulations that have the force and effect of
7 law, as alleged herein.

8 **D. Adequacy of Representation**

9 37. Plaintiffs will fairly and adequately represent and protect the interest of Employees.
10 Counsel who represents Employees are experienced and competent in litigating employment class
11 actions.

12 **E. Superiority of Class Action**

13 38. A class action is superior to other available means for the fair and efficient
14 adjudication of this controversy. Individual joinder of all Employees is not practicable, and
15 questions of law and fact common to all Employees predominate over any questions affecting only
16 individual Employees. Each Employee has been damaged and is entitled to recovery by reason of
17 Defendants' illegal policies or practices of failing to compensate Employees properly.

18 39. Class action treatment will allow those persons similarly situated to litigate their
19 claims in the manner that is most efficient and economical for the parties and the judicial system.
20 Plaintiffs are unaware of any difficulties in managing this case that should preclude class action.

21 **FIRST CAUSE OF ACTION**
22 **FAILURE TO PAY MINIMUM WAGES UNDER LABOR CODE §§ 204, 1194, 1194.2,**
23 **AND 1197**
24 **(Against All Defendants)**

25 40. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
26 full herein.

27 41. Defendants failed to pay Employees minimum wages for all hours worked.
28 Defendants had a consistent policy of misstating Employees time records and failing to pay

1 Employees for all hours worked. Employees would work hours and not receive wages, including
2 as alleged above in connection with working “pre-shift” by waiting in line to clock in and off-
3 the-clock by undergoing COVID-19 checks, tests, and vaccinations. Defendants thus regularly
4 failed to pay minimum wages to Plaintiffs and Class members. Moreover, Defendants did not pay
5 Plaintiffs and Employees at the applicable minimum wage for all hours worked. Defendants’
6 uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to
7 the Class as a whole, as a result of implementing a uniform policy and practice that denied
8 accurate compensation to Plaintiff and the other members of the Class as to minimum wage pay.

9 42. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage”
10 states:

11 The minimum wage for employees fixed by the commission is the
12 minimum wage to be paid to employees, and the payment of a less
wage than the minimum so fixed is unlawful.

13 43. The applicable minimum wages fixed by the commission for work during the
14 relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are
15 therefore entitled to double the minimum wage during the relevant period.

16 44. The minimum wage provisions of California Labor Code are enforceable by private
17 civil action pursuant to California Labor Code § 1194(a) which states:

18 Notwithstanding any agreement to work for a lesser wage, any
19 employee receiving less than the legal minimum wage or the legal
20 overtime compensation applicable to the employee is entitled to
21 recover in a civil action the unpaid balance of the full amount of
this minimum wage or overtime compensation, including interest
thereon, reasonable attorney’s fees and costs of suit.

22 45. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
23 incorporates the applicable Wage Order of the California Industrial Welfare Commission.

24 46. California Labor Code § 1194.2 also provides for the following remedies:

25 In any action under Section 1194 . . . to recover wages because of
26 the payment of a wage less than the minimum wages fixed by an
27 order of the commission, an employee shall be entitled to recover
28 liquidated damages in an amount equal to the wages unlawfully
unpaid and interest thereon.

48. Defendants' failure to pay compensation in a timely fashion also constituted a violation of California Labor Code § 204, which requires that all wages shall be paid semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct violation of that provision of the California Labor Code, Defendants have failed to pay all minimum wages earned by Employees. Each such failure to make a timely payment of compensation to Employees constitutes a separate violation of California Labor Code § 204.

49. Wherefore, Employees are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor Code § 1194(a).

**FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE §§ 510, 1194,
AND 1198**

(Against All Defendants)

50. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

51. By their conduct, as set forth herein, Defendants violated California Labor Code § 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight (8) hours on any seventh day of work in a workweek. Defendants had a consistent policy of not paying Employees wages for all hours worked including time spent working “pre-shift” by waiting in line to clock in and time spent working off-the-clock by undergoing COVID-19

1 checks, tests, and vaccinations. Employees regularly worked over 8 hours on a given day without
2 receiving overtime compensation.

3 52. Furthermore, on information and belief, Defendants did not pay Plaintiffs and
4 Employees the correct overtime rate for the recorded overtime hours that they generated. In
5 addition to an hourly wage, Defendants paid Plaintiffs and Employees nondiscretionary
6 commissions, incentive pay, and/or nondiscretionary bonuses. However, upon information and
7 belief, Defendants failed to incorporate all remunerations, including nondiscretionary
8 commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses, into the
9 calculation of the regular rate of pay for purposes of calculating the overtime wage rate.
10 Additionally, Defendants failed to incorporate the prevailing wage rate into the regular rate of
11 pay used to calculate and pay for overtime and double time pay overtime pay, double pay, sick
12 pay, vacation pay, and rest break premiums.

13 53. Therefore, during times when Plaintiffs and Employees worked overtime and
14 received nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary
15 bonuses, Defendants failed to pay all overtime wages by paying a lower overtime rate than
16 required.

17 54. Defendants' failure to pay compensation in a timely fashion also constituted a
18 violation of California Labor Code § 204, which requires that all wages shall be paid
19 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
20 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
21 and overtime compensation earned by Employees. Each such failure to make a timely payment of
22 compensation to Employees constitutes a separate violation of California Labor Code § 204.

23 55. Employees have been damaged by these violations of California Labor Code §§
24 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

25 56. Consequently, pursuant to California Labor Code §§ 204, 510, 1194, and 1198
26 (and the relevant orders of the Industrial Welfare Commission), Defendants are liable to
27 Employees for the full amount of all their unpaid wages and overtime compensation, with
28 interest, plus their reasonable attorneys' fees and costs.

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THIRD CAUSE OF ACTION
REST-BREAK LIABILITY UNDER LABOR CODE § 226.7
(Against All Defendants)

57. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

58. Employees consistently worked consecutive four (4) hour shifts. Pursuant to the Labor Code and the applicable IWC Wage Order, Employees were entitled to paid rest breaks of not less than ten (10) minutes for each consecutive four (4) hour shift.

59. Defendants failed to provide Employees with off-duty rest breaks of not less than ten (10) minutes for each consecutive four (4) hour shift. Specifically, Defendants had a policy and/or practice whereby Plaintiffs and Employees were not permitted to leave the Defendants' location and therefore Defendants' failed to relieve Employees of all work duties and employer control during rest periods.

60. Moreover, Defendants failed to compensate Employees for each rest period not provided or inadequately provided, as required under Labor Code § 226.7 and the applicable IWC Wage Orders, which provide that, if an employer fails to provide an employee a rest period in accordance with this section, the employer shall pay the employee one hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided. Defendants failed to compensate the Employees in the Class for each rest period not provided or inadequately provided, as required under Labor Code § 226.7 and the applicable IWC Wage Order. Additionally, as detailed above, when Defendants did pay rest period premiums, they did so at the normal regular rate of pay without factoring in all forms or remuneration/compensation or by otherwise incorrectly calculating the regular rate.

61. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in an amount equal to one (1) hour of wages at their effective hourly rates of pay for each day worked without the required rest breaks, a sum to be proven at trial.

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FOURTH CAUSE OF ACTION
FAILURE TO PAY VACATION WAGES
(Against All Defendants)

62. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

63. Pursuant to California Labor Code § 227.3, whenever a contract of employment or employment policy provides for paid vacation and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with said contract of employment or policy respecting eligibility or time served.

64. Defendants paid nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses to Employees but Defendants failed to include these forms of remuneration in the regular rate of pay upon which vacation wages were calculated and paid. Defendants also failed to incorporate the prevailing wage rate into the regular rate of pay used to calculate and pay vacation wages. Defendants also failed to pay all vacation wages to Employees.

65. In addition, Plaintiffs allege that Defendants failed to pay all vested and unused vacation as wages upon termination.

66. Therefore, Plaintiffs and Employees seek to recover penalties pursuant to Labor Code § 227.3.

FIFTH CAUSE OF ACTION
FAILURE TO COMPLY WITH LABOR CODE §§ 245-248.5
(Against All Defendants)

67. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

68. California Labor Code §§ 245 *et seq.* require that Defendants provide paid sick time and supplemental sick time to Employees, including at the amount, terms, and rate of compensation set forth in said law. At times relevant, Defendants have failed compute the amount due for paid sick time in conformance with the pay calculation under California Labor Code § 246(l).

69. Defendants paid nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses to Employees but Defendants failed to include these forms of remuneration in the regular rate of pay upon which sick pay was calculated and paid. Defendants also failed to incorporate the prevailing wage rate into the regular rate of pay used to calculate and pay sick pay. Rather than calculating the amount of paid sick time due when sick time is used according to the requirements set forth in California Labor Code § 246(1), Defendants paid sick leave to Employees at a lower rate, in violation of the law.

70. Therefore, Plaintiffs and Employees seek to recover penalties pursuant to Labor Code §§ 245 *et seq.* 246, and 248.5.

SIXTH CAUSE OF ACTION
FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE §§ 1174
AND 1174.5
(Against All Defendants)

71. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

72. California Labor Code § 1174 requires that all employers shall keep accurate time and wage records for all employees. California Labor Code § 1174.5 further requires that any employee suffering injury due to a willful violation of the aforementioned obligations may seek damages, including civil penalties, from the employer.

73. During the course of Plaintiffs' and Employees' employment, Defendants consistently failed to maintain accurate time and wage records for Plaintiffs and Employees as required by California Labor Code § 1174 by failing to pay Plaintiffs and Employees proper wages, overtime, and premium pay as discussed above.

74. Accordingly, Defendants are liable for civil penalties pursuant to the California Labor Code § 1174.5. for the three (3) years prior to the filing of this Complaint.

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SEVENTH CAUSE OF ACTION**FAILURE TO PRODUCE REQUESTED EMPLOYMENT RECORDS UNDER LABOR****CODE §§ 226 AND 1198****(Against All Defendants)**

75. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

76. Pursuant to California Labor Code § 226, current and former employees have the right to inspect or receive a copy of their records pertaining to their employment, upon reasonable request to their employer. Under this statute, an employer that receives a request to inspect or receive a copy of records pertaining to a current or former employee must comply with the request as soon as practicable, but no later than twenty-one (21) calendar days from the date of the request.

77. Pursuant to California Labor Code § 1198.5(a), every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee. Under this statute, upon written request from a current or former employee or his or her representative, an employer must make the contents of those personnel records available for inspection or provide a copy of the personnel records to the current or former employee, or his or her representative, not later than thirty (30) calendar days from the date the employer receives the written request, subject to some limited exceptions. Failure to comply with these requests allows for a civil penalty seven hundred fifty dollars (\$750), pursuant to Labor Code §§ 1198.5(k) and 226(f).

78. Plaintiff Medina sent written requests through his counsel to Defendants for their payroll records, timecards, and personnel records. Defendants failed to timely produce the requested records. In addition, Plaintiff has not received all of his requested records as of the date of this Complaint. Specifically, Plaintiff requested a copy of the Employee Handbook and policies mentioned in Acknowledgment forms provided by Defendants. Despite numerous requests, Defendants failed to produce the requested document.

79. Defendants violated California Labor Code §§ 226 and 1198.5 by failing to timely produce the required records requested by Plaintiff.

80. On information and belief, Defendants' failure to provide Plaintiff with all of his requested employment records is not an isolated incident, but was instead consistent with Defendants' policy and practice that applied to Plaintiff and Employees.

81. Pursuant to California Labor Code § 1198.5, Plaintiff and Employees are entitled to a penalty of seven hundred fifty dollars (\$750) from Defendants and attorneys' fees and costs.

82. Pursuant to California Labor Code § 226, Plaintiff is entitled to a penalty of seven hundred fifty dollars (\$750) from Defendants and attorneys' fees and cost.

EIGHTH CAUSE OF ACTION
FAILURE TO TIMELY PAY FINAL WAGES IN VIOLATION OF LABOR CODE §§
201, 202, 203
(Against All Defendants)

83. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

84. Numerous Employees are no longer employed by Defendants; they either quit Defendants' employ or were fired therefrom.

85. Defendants failed to pay these Employees all wages due and certain at the time of termination or within seventy-two (72) hours of resignation.

86. The wages withheld from these Employees by Defendants remained due and owing for more than thirty (30) days from the date of separation of employment.

87. Defendants' failure to pay wages, as alleged above, was willful in that Defendants knew wages to be due but failed to pay them; this violation entitles these Employees to penalties under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due.

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1 **NINTH CAUSE OF ACTION**

2 **VIOLATION OF BUSINESS & PROFESSIONS CODE §§ 17200 *ET SEQ.***

3 **(Against All Defendants)**

4 88. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
5 full herein.

6 89. Plaintiffs, on behalf of themselves, Employees, and the general public, bring this
7 claim pursuant to Business & Professions Code §§ 17200 *et seq.* The conduct of Defendants as
8 alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Employees
9 and the general public. Plaintiffs seek to enforce important rights affecting the public interest
10 within the meaning of Code of Civil Procedure § 1021.5.

11 90. Plaintiffs are each a “person” within the meaning of Business & Professions Code
12 § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive
13 relief, restitution, and other appropriate equitable relief.

14 91. Business & Professions Code §§ 17200 *et seq.* prohibits unlawful and unfair
15 business practices.

16 92. Wage-and-hour laws express fundamental public policies. Paying employees their
17 wages and overtime, providing them with meal and rest periods, etc., are fundamental public
18 policies of California. Labor Code § 90.5(a) articulates the public policies of this State vigorously
19 to enforce minimum labor standards, to ensure that employees are not required or permitted to
20 work under substandard and unlawful conditions, and to protect law-abiding employers and their
21 employees from competitors who lower costs to themselves by failing to comply with minimum
22 labor standards.

23 93. Defendants have violated statutes and public policies. Through the conduct alleged
24 in this Complaint, Defendants have acted contrary to these public policies, have violated specific
25 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
26 violation of Business & Professions Code §§ 17200 *et seq.* Defendants’ conduct has deprived
27 Plaintiffs, and all persons similarly situated, and all interested persons, of the rights, benefits, and
28 privileges guaranteed to all employees under the law.

1 (30) minutes or for a shift of more than ten (10) hours without providing him or her with a second
2 meal period of not less than thirty (30) minutes.

3 100. Defendants failed to provide Employees with compliant meal periods as required
4 under the Labor Code. Employees were required to work through their meal periods which they
5 were denied. Employees were also required to take meal periods after working well beyond the
6 five (5) hour shifts or were interrupted. Furthermore, Employees were regularly required to work
7 for more than 10 hours in a given shift without receiving a second uninterrupted thirty (30) minute
8 meal period as required by law.

9 101. Moreover, Defendants failed to compensate Employees for each meal period not
10 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
11 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
12 employee a meal period in accordance with this section, the employer shall pay the employee one
13 hour of pay at the employee's regular rate of compensation for each workday that the meal period
14 is not provided. Additionally, as detailed above, when Defendants did pay meal period premiums,
15 they did so at the normal regular rate of pay without factoring in all forms of
16 remuneration/compensation or by otherwise incorrectly calculating the regular rate.

17 102. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
18 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal
19 period not provided or deficiently provided, a sum to be proven at trial.

20 **ELEVENTH CAUSE OF ACTION**

21 **FAILURE TO INDEMNIFY NECESSARY BUSINESS EXPENSES UNDER LABOR**

22 **CODE §§ 2800 AND 2802**

23 **(Against All Defendants)**

24 103. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
25 full herein.

26 104. Defendants violated Labor Code §§ 2800 and 2802, and the applicable IWC Wage
27 Orders, by failing to pay and indemnify Plaintiffs and Employees for their necessary expenditures
28 and losses incurred in direct consequence of the discharge of their duties or of their obedience to

1 directions of Defendants.

2 105. As a result, Plaintiffs and Employees were damaged at least in the amounts of the
3 expenses they paid, or which were deducted by Defendants from their wages.

4 106. Plaintiffs and Employees are entitled to attorneys' fees, expenses, and costs of suit
5 pursuant to Labor Code § 2802(c) and interest pursuant to Labor Code § 2802(b).

6 **TWELFTH CAUSE OF ACTION**
7 **FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT UNDER LABOR CODE**

8 **§ 204**

9 **(Against All Defendants)**

10 107. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
11 full herein.

12 108. Defendants violated Labor Code § 204 which provides that all wages earned by any
13 person in any employment between the 1st and 15th days, inclusive, of any calendar month, other
14 than those wages due upon termination of an employee, are due and payable between the 16th and
15 the 26th day of the month during which the labor was performed.

16 109. At all times herein set forth, California Labor Code section 204 provides that all
17 wages earned by any person in any employment between the 16th and the last day, inclusive, of
18 any calendar month, other than those wages due upon termination of an employee, are due and
19 payable between the 1st and the 10th day of the following month.

20 110. At all times herein set forth, California Labor Code section 204 provides that all
21 wages earned for labor in excess of the normal work period shall be paid no later than the
22 payday for the next regular payroll period.

23 111. During the relevant time period, Defendants intentionally and willfully failed to
24 pay Plaintiffs and the other class members all wages due to them, within any time period
25 permissible under California Labor Code section 204.

26 112. Plaintiffs and the other class members are entitled to recover all remedies
27 available for violations of California Labor Code section 204.

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THIRTEENTH CAUSE OF ACTION

PENALTIES PURSUANT TO LABOR CODE §§ 2699, *ET SEQ.*

(Against All Defendants)

113. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

114. Plaintiffs and Employees are aggrieved employees as defined under Labor Code § 2699(c) in that they suffered the violations alleged in this Complaint and were employed by the alleged violators, Defendants.

115. Plaintiffs seek penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of all Labor Code provisions included under Labor Code § 2699.5 and includes the penalty provisions, without limitation, based on the following California Labor Code sections: 201, 202, 203, 204, 210, 226, 226.7, 227.3, 245 *et seq.*, 246, 248.5, 510, 512, 516, 558, 558.1, 1174, 1174.4, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, 2698, and 2699, *et seq.*, and all applicable IWC Wage Orders.

116. The penalties shall be allocated as follows: 65% to the Labor and Workforce Development Agency (LWDA) and 35% to the affected employees.

117. Employees also seek any and all penalties and remedies set forth in Labor Code § 558, which states: "Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For an initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover unpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. . . . The civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law."

118. Labor Code § 226.3 provides that "[a]ny employer who violates subdivision (a) of

1 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
2 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
3 for each violation in a subsequent citation, for which the employer fails to provide the employee a
4 wage deduction statement or fails to keep the required in subdivision (a) of Section 226.” To the
5 extent that Labor Code § 226.3 applies, Plaintiffs and Employees also seek such penalties.

6 119. Plaintiff Zavala has exhausted administrative remedies by sending a certified letter
7 to the LWDA and Defendants postmarked August 17, 2024. The LWDA has not provided notice
8 of its intent to investigate the alleged violations withing 65 calendar days of the postmark date of
9 the letters.

10 **RELIEF REQUESTED**

11 WHEREFORE, Plaintiffs pray for the following relief:

- 12 1. For an order certifying this action as a class action;
- 13 2. That the Court declare, adjudge and decree that Defendants violated California
14 Labor Code sections: 201, 202, 203, 204, 204b, 210, 226, 226.3, 226.7, 227.3, 245, 246, 248.5,
15 248.7, 256, 510, 512, 516, 558, 1174, 1174.4, 1174.5, 1194, 1194.2 1197, 1197.1, 1198, 1199,
16 2800, 2802, 2699, *et seq.*, all applicable IWC Wage Orders, and Business and Professions Code
17 section 17200, *et seq.*
- 18 a. For actual, consequential and incidental losses and damages, according to proof;
- 19 b. For the imposition of civil penalties and/or statutory penalties;
- 20 c. For reasonable attorneys’ fees and costs of suit incurred herein;
- 21 d. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and (g);
- 22 and
- 23 e. For such other and further relief as the Court may deem just and proper.
- 24 3. For compensatory damages in the amount of the unpaid minimum wages for work
25 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
26 the filing of this action, as may be proven;
- 27 4. For liquidated damages in the amount equal to the unpaid minimum wage and
28 interest thereon, from at least four (4) years prior to the filing of this action, according to proof;

1 5. For compensatory damages in the amount of the hourly wage made by Employees
2 for each missed or deficient meal period where no premium pay was paid therefor from four (4)
3 years prior to the filing of this action, as may be proven;

4 6. For compensatory damages in the amount of the hourly wage made by Employees
5 for each day requisite rest breaks were not provided or were deficiently provided and where no
6 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may
7 be proven;

8 7. For compensatory damages in the amount of the necessary and/or reasonable
9 business expenses incurred by Employees for work purposes and unreimbursed by Defendants,
10 from at least four (4) years prior to the filing of this action, according to proof;

11 8. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
12 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;

13 9. For penalties pursuant to Labor Code §§ 204, 210, 225.5, 226, 226.3, 227.3, 245,
14 246, 248.5, 558, 1174.5, 1197.1, 1198.5, as may be proven;

15 10. For restitution for unfair competition pursuant to Business & Professions Code
16 §§ 17200 *et seq.*, including disgorgement or profits, as may be proven;

17 11. For penalties pursuant to Labor Code §§ 2699, *et seq.*, as may be proven;

18 12. For an order enjoining Defendants and their agents, servants, and employees, and
19 all persons acting under, in concert with, or for them, from acting in derogation of any rights or
20 duties adumbrated in this Complaint;

21 13. For all general, special, and incidental damages as may be proven;

22 14. For an award of pre-judgment and post-judgment interest;

23 15. For an award providing for the payment of the costs of this suit;

24 16. For an award of attorneys' fees; and

25 17. For such other and further relief as this Court may deem proper and just.

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DATED: January 14, 2026

D.LAW, INC.

By _____
David Yeremian
Roman Shkodnik
Mason Doidge
Attorneys for Plaintiff
ANTHONY MEDINA
and the putative class

DATED: January 14, 2026

MOON LAW GROUP, PC

By: 
Kane Moon
Allen Feghali
Charlotte Mikat-Stevens
Attorneys for Plaintiff MARIO ALEJANDRO
ZAVALA and the putative class

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DEMAND FOR JURY TRIAL

Plaintiffs hereby demand trial of their claims by jury to the extent authorized by law.

DATED: January 14, 2026

D.LAW, INC.

By 
David Yerejian
Roman Shkodnik
Mason Doidge
Attorneys for Plaintiff
ANTHONY MEDINA
and the putative class

DATED: January 14, 2026

MOON LAW GROUP, PC

By: 
Kane Moon
Allen Feghali
Charlotte Mikat-Stevens
Attorneys for Plaintiff MARIO ALEJANDRO
ZAVALA and the putative class

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 450 N Brand Blvd., Suite 840, Glendale, CA 91203.

On the date of execution of hereof, I caused to be served the following attached document/s:

FIRST AMENDED CLASS ACTION COMPLAINT

on the interested parties in this action, addressed as follows:

Attorneys for Defendant Amcor Flexibles North America Inc., and Paperboard Packaging Corporation

Mojan Anari (SBN 298865)
AKERMAN LLP
633 West Fifth Street, Suite 6400
Los Angeles, CA 90071
Email: mojan.anari@akerman.com

 X **VIA ELECTRONIC MAIL:** Service by electronic mail was made either pursuant to a Court Order, pursuant to agreement between the parties permitting the same, or as a professional courtesy in addition to other proper service. The electronic mail was sent to an electronic mail address maintained by the person(s) on whom the document(s) is/are served as last given by that/those person(s). I personally requested a "delivery receipt" for this electronic mail message, and, unless disallowed by the recipient, received the same.

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

Executed on January 29, 2026, at Glendale, California.


Katheryn Perez