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County of Los Angeles
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES – CENTRAL DISTRICT

VERONICA GUILLEN, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees,

Plaintiff,

vs.

MPAK PACKAGING CORPORATION, a California corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No. 25STCV33642

[Assigned for all purposes to the Hon. Laura A. Seigle, Dept. 17]

FIRST AMENDED CLASS ACTION COMPLAINT AND ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE § 2698, *ET SEQ*.

(1) Violation of California Labor Code §§ 510, 1194, and 1198 (Failure to Pay Minimum and Overtime Wages);

(2) Violation of California Labor Code §§ 226.7 and 512(a) (Failure to Provide Compliant Meal Breaks or Pay Premium Wage in Lieu Thereof);

(3) Violation of California Labor Code § 226.7 (Failure to Provide Compliant Rest Breaks or Pay Premium Wage in Lieu Thereof);

(4) Violation of California Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business-Related Expenses);

(5) Violation of California Labor Code § 226(a) (Failure to Provide Accurate Itemized Wage Statements);

(6) Violation of California Labor Code §§ 201 – 203 (Failure to Pay Wages Timely Upon Termination);

(7) Violation of California Business & Professions Code § 17200, *et seq*.; and

(8) Penalties pursuant to California Labor Code § 2698, *et seq*. (Private Attorneys General Act) and California Labor Code § 558.

JURY TRIAL DEMANDED

Plaintiff VERONICA GUILLEN alleges as follows:

NATURE OF ACTION

1. This wage-and-hour action is brought by Plaintiff VERONICA GUILLEN, on her own behalf, on behalf of all other members of the public similarly situated, and on behalf of all other aggrieved employees, against a California employer known as MPAK PACKAGING CORPORATION and other related entities and individuals (if any).

2. The California Supreme Court has expressly stated that the State of California "has a public policy which encourages the use of the class action device." It explained that "[b]y establishing a technique whereby the claims of many individuals can be resolved at the same time, the class suit both eliminates the possibility of repetitious litigation and provides small claimants with a method of obtaining redress for claims which would otherwise be too small to warrant individual litigation." The high court further stated that "California's overtime laws are remedial and are to be construed so as to promote employee protection."

3. Plaintiff and the proposed class will seek to certify the appropriate class(es) and subclass(es) and then adjudicate and obtain all available relief on behalf of the certified class(es) and subclass(es) for the alleged systematic and class-wide violations of California Labor Code set forth below and all other applicable laws discussed herein.

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JURISDICTION AND VENUE

4. This class action is brought pursuant to California Code of Civil Procedure § 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The amount in controversy for each class representative, including claims for compensatory damages and pro rata share of attorneys' fees, is less than $75,000.

5. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the Superior Court "original jurisdiction in all causes except those given by statute to other courts." The statutes under which this action is brought do not specify any other basis for jurisdiction.

6. This Court has jurisdiction over all Defendants because, upon information and belief, each party is either a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.

7. Venue is proper in this Court because, upon information and belief, one or more of the named Defendants reside, transact business, or have offices in this county and the acts and omissions alleged herein took place in this county.

THE PARTIES

8. Plaintiff VERONICA GUILLEN (hereinafter "Plaintiff") is at least 18 years of age and is a resident of the County of Los Angeles in the State of California.

9. Defendant MPAK PACKAGING CORPORATION was and is, upon information and belief, a California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and in the State of California.

10. Plaintiff is unaware of the true names or capacities of defendants sued herein under the fictitious names DOES 1 through 100, but prays for leave to amend and serve such fictitiously named defendants pursuant to California Code of Civil Procedure § 474 once their names and capacities become known.

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11. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 100 are the partners, agents, owners, shareholders, managers or employees of MPAK PACKAGING CORPORATION and were acting on behalf of MPAK PACKAGING CORPORATION at all relevant times.

12. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein were performed by, or are attributable to MPAK PACKAGING CORPORATION and DOES 1 through 100 (hereinafter, collectively "Defendants"), each acting as the agent for the other, with legal authority to act on the other's behalf. The acts of any and all Defendants were in accordance with and represent the official policy of Defendants.

13. At all relevant times herein mentioned, Defendants, and each of them, ratified each and every act or omission complained of herein. At all times herein mentioned, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

14. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

CLASS ACTION ALLEGATIONS

15. Plaintiff brings this action on her own behalf, as well as on behalf of each and all other persons similarly situated and seeks class certification under California Code of Civil Procedure § 382.

16. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

17. Plaintiff's proposed class and subclass consist of and are defined as follows:

> Unpaid Wage Class: All current and former non-exempt, hourly-paid employees who worked for Defendants in the State of California at any time between November 17, 2021, and the date of final judgment in this action, who were not paid for all hours worked at the appropriate rate of pay.
>
> Regular Rate Subclass: All current and former non-exempt,

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hourly-paid employees who worked for Defendants in the State of California at any time between November 17, 2021, and the date of final judgment in this action, whose regular rate of pay was incorrectly calculated leading to underpayment of overtime, meal/rest premium, and/or sick pay.

Recorded but Unpaid Overtime Subclass: All current and former non-exempt, hourly-paid employees who worked for Defendants in the State of California at any time between November 17, 2021, and the date of final judgment in this action, whose time records show overtime hours worked but were not paid for those hours at all, or were paid at the regular rate.

Off-the-Clock Subclass: All current and former non-exempt, hourly-paid employees who worked for Defendants in the State of California at any time between November 17, 2021, and the date of final judgment in this action, who worked off the clock and were not compensated for those hours worked.

Meal Break Class: All current and former non-exempt, hourly-paid employees who worked for Defendants in the State of California at any time between November 17, 2021, and the date of final judgment in this action, who worked one or more shifts longer than 5 hours and suffered non-compliant meal breaks but did not receive premium wages.

Rest Break Class: All current and former non-exempt, hourly-paid employees who worked for Defendants in the State of California at any time between November 17, 2021, and the date of final judgment in this action, who worked one or more shifts of 3.5 hours or longer and suffered non-compliant rest breaks but did not receive premium wages.

Business Expenses Class: All current and former non-exempt, hourly-paid employees who worked for Defendants in the State of California at any time between November 17, 2021, and the date of final judgment in this action, who incurred necessary expenditures to purchase equipment and/or supplies to perform their job.

Wage Statement Class: All current and former non-exempt, hourly-paid employees who worked for Defendants in the State of California at any time between November 17, 2022, and the date of final judgment in this action, who received inaccurate wage statements.

Waiting Time Penalty Class: All current and former non-exempt, hourly-paid employees who worked for Defendants in the State of California at any time between November 17, 2022, and the date of final judgment in this action, who were not timely paid all their wages due at the time of termination.

UCL Class: All non-exempt, hourly-paid employees who worked for Defendants in the State of California at any time between November 17, 2021, and the date of final judgment in this action, who have been harmed by Defendant's unlawful/unfair business practices and/or suffered Labor Code violations.

18. Plaintiff reserves the right to redefine and/or establish additional classes and

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subclasses after conducting discovery.

19. There is a well-defined community of interest in the litigation, and the class and subclass are readily ascertainable:

(a) Numerosity: The members of the class and each subclass are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire class is unknown to Plaintiff at this time. However, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

(b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom she has a well-defined community of interest, and Plaintiff's claims (or defenses, if any) are typical of all class members' as demonstrated herein.

(c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately, protect the interests of each class member with whom she has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges that she has an obligation to make known to the Court any relationship, conflicts or differences with any class member. Plaintiff's attorneys, the proposed class counsel, are well-versed in the rules governing class action discovery, certification, and settlement. Plaintiff and her counsel have incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

(d) Superiority: The nature of this action makes the use of class action adjudication superior to other methods. A class action will achieve economies of time, effort and expense as compared with separate lawsuits and will avoid inconsistent outcomes because the same issues can be

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adjudicated in the same manner and at the same time for the entire class.

(e) Public Policy Considerations: Unfortunately, many employers in the State of California violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights at the same time as their privacy is protected.

20. There are common questions of law and fact as to the class and each subclass that predominate over questions affecting only individual members, including but not limited to:

(a) Whether Defendants paid Plaintiff and similarly situated employees less than the applicable minimum wage for all hours worked, as required by California law;

(b) Whether Defendants paid Plaintiff and similarly situated employees for all of their overtime hours at the correct hourly rate, as required by California law;

(c) Whether Defendants provided Plaintiff and similarly situated employees with timely, uninterrupted, duty-free, 30-minute meal breaks within the first 5 hours of work, and/or provided second timely, uninterrupted, duty-free, 30-minute meal breaks on shifts longer than 10 hours, and whether Defendants paid the required premiums when such compliant meal breaks were not provided, as required by California law;

(d) Whether Defendants provided Plaintiff and similarly situated employees with timely, uninterrupted, and net 10-minute rest breaks for every 4 hours worked or major fraction thereof, and whether Defendants paid the required premiums when such compliant rest breaks were not provided, as required

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by California law;

(e) Whether Defendants reimbursed Plaintiff and similarly situated employees for all necessary business-related expenses;

(f) Whether Defendants paid Plaintiff and similarly situated employees all wages owed upon the separation of their employment within the time periods required by California law;

(g) Whether Defendants provided accurate, itemized wage statements to Plaintiff and similarly situated employees, as required by California law;

(h) Whether Defendants paid Plaintiff and similarly situated employees all wages owed upon separation of their employment within the time periods required by California law;

(i) Whether Defendants' conduct, as described above, was willful or reckless;

(j) Whether Defendants engaged in unfair and/or unlawful business practices in violation of California Business & Professions Code § 17200, *et seq*.; and

(k) The appropriate amount of damages, restitution, or monetary penalties resulting from Defendants' violations of California law.

GENERAL ALLEGATIONS

21. At all relevant times set forth herein, Defendants employed Plaintiff and other persons as non-exempt employees who belong to the class and subclass as set forth above.

22. Defendants employed Plaintiff as a non-exempt, hourly-paid employee from approximately August 2019 to approximately October 2025. Plaintiff worked as a product packer, and her job duties included handling, picking, packing, and preparing products for distribution.

Unpaid Minimum and Overtime Wages

23. At all relevant times set forth herein, Defendants systematically failed to pay minimum and overtime wages to Plaintiff and similarly situated employees. For instance, Defendants' own time records show overtime hours that were recorded but not paid. In addition, bonuses and other incentives were not factored into the regular rate of pay resulting in

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underpayment of overtime pay. Furthermore, Plaintiff and similarly situated employees regularly worked off the clock for which they were not compensated. Plaintiff's and the similarly situated employees' uncompensated hours worked include regular and overtime hours.

Non-Compliant Meal Breaks

24. At all relevant times set forth herein, Defendants failed to provide compliant meal breaks to Plaintiff and similarly situated employees, as required by California law. Plaintiff and similarly situated employees were deprived of the opportunity to take a timely, duty-free, uninterrupted meal break of at least 30 minutes for every 5 hours of work on account of: (a) Defendants' intentional understaffing of employees per each shift such that the workers had no choice but to forego or cut short their statutorily-guaranteed 30-minute meal breaks in order to meet production quotas and/or Defendants' production expectations; (b) Defendants' failure to schedule meal breaks at a certain time, and even if a specific meal break start and end times were specified or mandated, Defendants failed to enforce it such that the meal break would start late, be cut short, be interrupted, or otherwise be non-compliant; and (c) Defendants' intentional and systematic overloading of work on Plaintiff and other employees such that they were unable to complete their assigned work or meet Defendants' and/or customers' expectations and demands unless Plaintiff and other employees cut their meal breaks short and/or take late meal breaks. Defendants did not pay meal break premiums to Plaintiff and similarly situated employees when compliant rest breaks were not provided.

Non-Compliant Rest Breaks

25. At all relevant times set forth herein, Defendants failed to provide compliant rest breaks to Plaintiff and similarly situated employees, as required by California law. Plaintiff and similarly situated employees were deprived of the opportunity to take a timely, duty-free, uninterrupted rest break of at least net 10 minutes for each 4 hours of work or major fraction thereof on account of: (a) Defendants' intentional understaffing of employees per each shift such that the workers had no choice but to forego or cut short their statutorily-guaranteed net 10-minute uninterrupted rest breaks in order to meet production quotas and/or Defendants' production expectations; (b) Defendants' failure to schedule rest breaks at a certain time and

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even if a specific rest break start and end times were specified or mandated, Defendants failed to enforce it such that the rest break would start late, be cut short, be interrupted, be less than net 10 minutes, or otherwise be non-compliant; and (c) Defendants' intentional and systematic overloading of work on Plaintiff and other employees such that they were unable to complete their assigned work or meet Defendants' and/or customers' expectations and demands unless Plaintiff and other employees cut their rest breaks short and/or take late rest breaks. Defendants did not pay rest break premiums to Plaintiff and similarly situated employees when compliant rest breaks were not provided.

Unreimbursed Business Expenses

26. At all relevant times set forth herein, Defendants failed to reimburse Plaintiff and similarly situated employees for necessary business-related expenses, including, but not limited to the use of their personal cell phones to communicate with supervisors about work-related topics, such as scheduling. Defendants' pattern and practice was to unlawfully shift the costs of doing business onto Plaintiff and similarly situated employees by requiring them to pay these necessary work-related expenses out of their own pockets.

Inaccurate Wage Statements

27. At all relevant times set forth herein, Defendants failed to provide Plaintiff and similarly situated employees with accurate itemized wage statements, as required by California Labor Code § 226(a). The number of hours worked and/or the corresponding hourly rates are inaccurate as a consequence of Defendants' failure to pay all hours worked, failure to factor in bonuses as part of the regular rate, failure to record off-the-clock hours worked, failure to pay and record meal and rest break premium wages.

Waiting Time Penalty

28. At all relevant times set forth herein, Defendants failed to pay Plaintiff and other similarly situated employees all wages owed within the statutory time period upon separation of employment, including the unpaid regular and overtime wages, and meal and rest period premium wages described herein.

29. Plaintiff is informed and believes, and thereon alleges, that at all times herein

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mentioned, Defendants were advised by skilled lawyers and other professionals, employees and advisors knowledgeable about California labor and wage law, employment and personnel practices, and about the requirements of California law.

30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and similarly situated employees were entitled to receive minimum wage for all hours worked as well as overtime pay at one-and-a-half times the regular rate of pay, but that Plaintiff and similarly situated employees were not paid all their hours worked and/or were not paid at the correct rate.

31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and similarly situated employees were entitled to receive all meal breaks as required by California law, or payment of one additional hour of pay at the regular rate of pay when a compliant meal break was not provided.

32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and similarly situated employees were entitled to receive all rest breaks as required by California law, or payment of one additional hour of pay at the regular rate of pay when a compliant rest break was not provided.

33. Plaintiff is informed and believes, and thereon alleges, that Defendant knew or should have known that Plaintiff and similarly situated employees were entitled to receive reimbursement for all necessary business-related expenses incurred by them, and that Plaintiff and similarly situated employees did incur such expenses and were not reimbursed.

34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and similarly situated employees were entitled to receive complete and accurate wage statements in accordance with California law, and that such wage statements were not provided.

35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and similarly situated employees were entitled to timely payment of all wages—including, without limitation, regular and overtime wages and premium wages for meal and rest period violations—due upon termination or discharge in accordance

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with California law.

36. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiff and similarly situated employees, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly and intentionally failed to do so, and falsely represented to Plaintiff and similarly situated employees that they were properly denied wages, all in order to increase Defendants' profits.

37. California Labor Code § 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due to him [or her] under this article.

Penalties Pursuant to California Private Attorneys General Act

38. At all relevant times, the Private Attorneys General Act ("PAGA"), Lab. Code § 2698, *et seq*. was applicable to Plaintiff's employment by Defendants.

39. At all relevant times, PAGA provides that any provision of the California Labor Code that provides for a civil penalty to be assessed and collected by the LWDA for violations may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to procedures outlined in Labor Code § 2699.3.

40. A civil action under PAGA may be brought by an "aggrieved employee," who is any person that was employed by the alleged violator and against whom one or more of the alleged violations was committed.

41. Plaintiff was employed by Defendants and the alleged violations were committed against her during her employment, and she is, therefore, an aggrieved employee. Plaintiff and other employees are "aggrieved employees" as defined by Labor Code § 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations were committed against them.

42. Pursuant to Labor Code §§ 2699.3 and 2699.5, an aggrieved employee, including Plaintiff, may pursue a civil action arising under PAGA after the following requirements have

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been met:

(a) The aggrieved employee shall give written notice ("PAGA Notice") to the LWDA via online submission) and the employer (by certified mail) of the specific Labor Code provisions alleged to have been violated, including the facts and theories in support.

(b) The LWDA shall provide notice to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the PAGA Notice. Upon receipt of such Notice, or if the LWDA does not provide such notice within sixty-five (65) calendar days of the postmark date of the PAGA Notice, the aggrieved employee may commence a civil action pursuant to Labor Code § 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

43. On March 19, 2026, Plaintiff provided the requisite written notice via online submission to the LWDA and via certified mail to Defendant, LWDA Case No. LWDA-CM-1164893-26, informing them of the specific Labor Code provisions alleged to have been violated, including all facts and theories in support thereof.

44. To date, the LWDA has not responded to Plaintiff's PAGA Notice.

45. Plaintiff has satisfied the administrative prerequisites under Labor Code § 2699.3 to recover civil penalties against Defendants, in addition to other remedies, for violations of Labor Code §§ 201, 202, 203, 204, 226, 226(a), 226.7, 510, 512, 1174(c), 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2800, and 2802. Plaintiff has also satisfied the administrative prerequisites to recover civil penalties against Defendants for violations of Labor Code §§ 558 and 558.1.

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FIRST CAUSE OF ACTION

Failure to Pay Minimum and Overtime Wages

(California Labor Code §§ 510, 1194, and 1198)

(Against All Defendants)

46. Plaintiff incorporates by reference and re-alleges as if fully stated herein the material allegations set forth in the preceding paragraphs.

47. At all relevant times, Plaintiff and similarly situated employees are or have been non-exempt hourly-paid employees of Defendants entitled to the protection of the California Labor Code and applicable Wage Order.

48. Section 2 of the applicable Industrial Welfare Commission ("IWC") Wage Order defines "hour worked" as the "time during which an employee is subject to the control of the employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do." Section 4 of the applicable IWC Wage Order provides that "[e]very employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise."

49. California Labor Code § 510 codifies the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of 8 hours in a day or 40 hours in a week or for the first 8 hours worked on the seventh day of work, and to overtime compensation at twice the regular hourly rate for hours worked in excess of 12 hours in a day or in excess of 8 hours in a day on the seventh day of work.

50. California Labor Code § 1198 and the applicable IWC Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

51. During the relevant time period, Defendants willfully failed to pay all wages, including minimum and overtime wages, owed to Plaintiff and similarly situated employees.

52. Defendants' failure to pay Plaintiff's and similarly situated employees' minimum

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and overtime wages violates the provisions of California Labor Code §§ 510, 1194 and 1198, and is therefore unlawful.

53. Plaintiff and similarly situated employees are entitled to recover their unpaid wages and such general and special damages as may be appropriate and interest thereon.

54. Pursuant to California Labor Code § 1194, Plaintiff and similarly situated employees are entitled to recover their unpaid regular and overtime wages, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

Failure to Provide Compliant Meal Breaks or Pay Premium Wage in Lieu Thereof

(California Labor Code §§ 226.7 and 512(a))

(Against All Defendants)

55. Plaintiff incorporates by reference and re-alleges as if fully stated herein the material allegations set forth in the preceding paragraphs.

56. At all relevant times, the applicable IWC Wage Order and California Labor Code §§ 226.7 and 512(a) were applicable to Plaintiff's and similarly situated employees' employment by Defendants.

57. At all relevant times, California Labor Code § 226.7 provides that no employer shall require an employee to work during any meal break mandated by an applicable IWC Wage Order.

58. At all relevant times, the applicable IWC Wage Order and California Labor Code § 512(a) provide that an employer may not require, cause or permit an employee to work for a period of more than 5 hours per day without providing the employee with an uninterrupted meal break of not less than 30 minutes, except that if the total work period per day of the employee is not more than 6 hours, the meal break may be waived by mutual consent of both the employer and the employee.

59. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) further provide that an employer may not require, cause or permit an employee to work for a period of more than 10 hours per day without providing the employee with a second

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uninterrupted meal break of not less than 30 minutes, except that if the total hours worked is not more than 12 hours, the second meal break may be waived by mutual consent of the employer and the employee only if the first meal break was not waived.

60. During the relevant time period, Plaintiff and similarly situated employees who were scheduled to work for a period of time no longer than 6 hours, and who did not waive their legally-mandated meal breaks by mutual consent, were required to work for periods longer than 5 hours without an uninterrupted meal break of not less than 30 minutes.

61. During the relevant time period, Plaintiff and similarly situated employees who were scheduled to work for a period of time in excess of 6 hours were required to work for periods longer than 5 hours without an uninterrupted meal break of not less than 30 minutes.

62. During the relevant time period, Defendants willfully required Plaintiff and similarly situated employees to work during meal breaks and failed to compensate Plaintiff and similarly situated employees for work performed during meal breaks.

63. At all relevant times set forth herein, Defendants have failed to provide compliant meal breaks to Plaintiff and similarly situated employees, as required by California law. Plaintiff and similarly situated employees were deprived of the opportunity to take a timely, duty-free meal break of at least 30 minutes for every 5 hours of work due to the working conditions imposed by Defendants. They were given a heavy workload which prevented or discouraged them from taking compliant meal breaks. Defendants often required Plaintiff and similarly situated employees to work through their meal breaks or take their meal breaks late when Defendants failed to schedule proper coverage on particular jobs. Further, Plaintiff and similarly situated employees were not relieved of all duties during meal breaks because they were required to monitor a walkie talkie.

64. During the relevant time period, Defendants failed to pay Plaintiff and similarly situated employees the full meal break premium wages owed for non-compliant meal breaks pursuant to California Labor Code § 226.7.

65. Defendants' conduct violates the applicable IWC Wage Orders and California Labor Code §§ 226.7 and 512(a).

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66. Pursuant to the applicable IWC Wage Order and California Labor Code § 226.7(b), Plaintiff and similarly situated employees are entitled to recover from Defendants one additional hour of pay at the employees' regular rate of pay as compensation for each work day that a compliant meal break was not provided.

THIRD CAUSE OF ACTION

Failure to Provide Compliant Rest Breaks or Pay Premium Wage in Lieu Thereof

(California Labor Code § 226.7)

(Against All Defendants)

67. Plaintiff incorporates by reference and re-alleges as if fully stated herein the material allegations set forth in the preceding paragraphs.

68. At all relevant times herein set forth, the applicable IWC Wage Order and California Labor Code § 226.7 were applicable to Plaintiff's and similarly situated employees' employment by Defendants.

69. At all relevant times, California Labor Code § 226.7 provides that no employer shall require an employee to work during any rest break mandated by an applicable order of the California IWC.

70. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest breaks, which insofar as practicable shall be in the middle of each work period" and that the "rest break time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3½) hours.

71. During the relevant time period, Defendants required Plaintiff and similarly situated employees to work 4 or more hours without authorizing or permitting a 10-minute rest break per each 4 hour period worked or major fraction thereof.

72. At all relevant times set forth herein, Defendants failed to provide compliant rest breaks to Plaintiff and similarly situated employees, as required by California law. Plaintiff and similarly situated employees were deprived of the opportunity to rest breaks of at least 10

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minutes for each 4 hours worked or major fraction thereof for the same reasons set forth above regarding the meal break claim.

73. Defendants did not pay rest break premiums to Plaintiff and similarly situated employees when compliant rest breaks were not provided.

74. Defendants' conduct violates the applicable IWC Wage Orders and California Labor Code § 226.7.

75. Pursuant to the applicable IWC Wage Order and California Labor Code § 226.7(b), Plaintiff and similarly situated employees are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of pay for compensation for each work day that the rest break was not provided.

FOURTH CAUSE OF ACTION

Failure to Reimburse Necessary Business-Related Expenses

(California Labor Code §§ 2800 and 2802)

(Against All Defendants)

76. Plaintiff incorporates by reference and re-alleges as if fully stated herein the material allegations set forth in the preceding paragraphs.

77. At all material times set forth herein, California Labor Code § 2802 provides that an employer must reimburse employees for all necessary expenditures or losses incurred in direct consequence of the discharge of their duties.

78. At all relevant times set forth herein, Defendants required Plaintiff and similarly situated employees to absorb those necessary expenditures and losses, wrongfully shifting Defendants' cost of doing business onto Plaintiff and similarly situated employees.

79. At all relevant times set forth herein, Defendants failed to reimburse Plaintiff and similarly situated employees for necessary business-related expenses, including, but not limited to the use of personal cell phones for work-related communications.

80. Defendants' pattern and practice was to unlawfully shift the costs of doing business onto Plaintiff and similarly situated employees by requiring them to pay these necessary work-related expenses out of their own pockets.

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81. Plaintiff and similarly situated employees are entitled to recover from Defendants their business-related expenses and the losses charged to them and incurred during the course and scope of their employment, plus interest and an award of costs and reasonable attorneys' fees pursuant to California Labor Code § 2802.

FIFTH CAUSE OF ACTION

Failure to Provide Accurate Itemized Wage Statements

(California Labor Code § 226(a))

(Against All Defendants)

82. Plaintiff incorporates by reference and re-alleges as if fully stated herein the material allegations set forth in the preceding paragraphs.

83. At all material times set forth herein, California Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing the following information: (1) gross wages earned; (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission; (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee

84. Defendants have intentionally and willfully failed to provide employees with complete and accurate wage statements. The number of hours worked and/or the corresponding hourly rates are inaccurate as a consequence of Defendants' failure to pay regular and overtime

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wages, and meal and rest break premium wages, as set forth herein.

85. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiff and similarly situated employees have suffered injury and damage to their statutorily-protected rights.

86. Specifically, Plaintiff and similarly situated employees have been injured by Defendants' intentional violation of California Labor Code § 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate, itemized wage statements under California Labor Code § 226(a). Plaintiff and similarly situated employees have been injured by Defendants' intentional violation of California Labor Code § 226(a) in that it has caused confusion over whether they had received all of the wages owed them, in addition to their difficulty and expense in reconstructing pay records and making mathematical computations to analyze whether the wages paid them did in fact compensate them for all hours worked

87. Furthermore, Labor Code § 226(e)(2)(B) provides that an employee is deemed to suffer injury if the wage statement fails to accurately and completely provide certain pieces of information and the employee cannot promptly and easily determine such information from the wage statement alone. In relevant part, Labor Code § 226(e)(2)(B) provides that an employee is deemed to suffer injury if the wage statement does not accurately and completely state the total number of hours worked by the employee, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate.

88. Plaintiff and similarly situated employees are deemed to have suffered injury because their wage statements did not provide complete and accurate information regarding the total number of hours they worked in a given pay period, the applicable hourly rates in effect during the pay period, and/or the corresponding number of hours worked at each hourly rate.

89. Plaintiff and similarly situated employees are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code § 226(a), or an aggregate penalty not exceeding $4,000 per employee.

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SIXTH CAUSE OF ACTION

Failure to Pay Wages Timely Upon Separation

(California Labor Code §§ 201, 202, and 203)

(Against All Defendants)

90. Plaintiff incorporates by reference and re-alleges as if fully stated herein the material allegations set forth in the preceding paragraphs.

91. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

92. At all relevant times set forth herein, Defendants failed to pay Plaintiff and other similarly situated employees all wages owed upon the separation of employment, including the unpaid overtime wages and meal and rest break premiums described herein.

93. Defendants' failure to pay Plaintiff and those class members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within 72 hours of leaving Defendants' employ, is in violation of California Labor Code §§ 201, 202 and 203.

94. All California employers know or should know that employees must be paid for all hours worked, and must be paid overtime at a rate of one-and-a-half times the rate of regular pay for overtime hours as defined by California law. Defendant's failure to abide by this well-established law is willful and not in good faith.

95. California Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with §§ 201 and 202, then the wages of the employee shall continue as a penalty from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

96. Plaintiff and class members are entitled to recover from Defendants the statutory

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penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to California Labor Code § 203.

SEVENTH CAUSE OF ACTION

Failure to Comply with Unfair Competition Law

(California Business & Professions Code §§ 17200, *et seq.*)

(Against All Defendants)

97. Plaintiff incorporates by reference and re-alleges as if fully stated herein the material allegations set forth in the preceding paragraphs.

98. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to Plaintiff, similarly situated employees, and to the general public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

99. Defendants' activities, as alleged herein, are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code § 17200, *et seq*.

100. A violation of California Business & Professions Code § 17200, *et seq*. may be predicated on the violation of any state or federal law. In this case, Defendants' policy and practice of failing to pay Plaintiff and similarly situated employees the proper hourly rates for all regular and overtime hours worked violates California Labor Code §§ 510, 1194, and 1198; Defendants' policy and practice of requiring Plaintiff and similarly situated employees to work through their meal breaks without paying them proper compensation violates California Labor Code §§ 226.7 and 512(a); Defendants' policy and practice of requiring Plaintiff and similarly situated employees to work through their meal breaks without paying them proper compensation violates California Labor Code §§ 226.7; Defendants' policy and practice of not reimbursing Plaintiff and similarly situated employees for necessary business-related expenses violates California Labor Code §§ 2800 and 2802; Defendants' policy and practice of failing to provide accurate itemized wage statements violate California Labor Code § 226; and Defendants' policy and practice of failing to timely pay all wages due upon termination of employment violates

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California Labor Code §§ 201 – 203.

101. Plaintiff and similarly situated employees have been personally injured by Defendants' unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

102. Pursuant to California Business & Professions Code § 17200, *et seq.*, Plaintiff and similarly situated employees are entitled to restitution of the wages withheld and retained by Defendants during a period that commences 4 years prior to the filing of this complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and similarly situated employees; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

EIGHTH CAUSE OF ACTION

Penalties Pursuant to California Labor Code § 2698, *et seq*.

(Private Attorneys General Act)

(Against All Defendants)

103. Plaintiff incorporates by reference and re-alleges as if fully stated herein the material allegations set forth in the preceding paragraphs.

104. As discussed above, at all relevant times, PAGA was applicable to Plaintiff's employment by Defendants.

105. At all relevant times, PAGA provides that where civil penalties may be assessed and collected by the LWDA for violations of the California Labor Code, such civil penalties may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to Labor Code § 2699.3.

106. A civil action under PAGA may be brought by an "aggrieved employee," who is any person that was employed by the alleged violator and against whom one or more of the alleged violations were committed.

107. Plaintiff was employed by Defendants and the alleged violations were committed against her during her employment, and she is, therefore, an aggrieved employee.

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108. Plaintiff and other employees are "aggrieved employees" as defined by Labor Code § 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations were committed against them.

109. Pursuant to Labor Code §§ 2699.3 and 2699.5, an aggrieved employee, including Plaintiff, may pursue a civil action arising under PAGA after the following requirements have been met:

(a) The aggrieved employee shall give PAGA Notice to the LWDA (via online submission) and the employer (by certified mail) of the specific Labor Code provisions alleged to have been violated, including the facts and theories in support thereof.

(b) The LWDA shall provide notice to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the PAGA Notice. Upon receipt of such notice, or if the LWDA does not timely provide such notice, the aggrieved employee may commence a civil action pursuant to Labor Code § 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

110. On March 19, 2026, Plaintiff provided the requisite PAGA Notice to the LWDA and to Defendant MPAK Packaging Corporation, LWDA Case No. LWDA-CM-1164893-26, informing them of the specific Labor Code provisions alleged to have been violated with facts and theories in support thereof.

111. To date, the LWDA has not responded to Plaintiff's PAGA Notice.

112. At all relevant times, Labor Code § 558 provides that an employer or person acting on behalf of an employer who violates (or causes to be violated) any provision of Labor Code §§ 500 through 558 or any provision of the IWC Wage Orders regulating hours and days of work shall be subject to civil penalties of $50 to $100 per pay period to each underpaid employee in addition to an amount sufficient to recover underpaid wages, plus other civil penalties provided for by law.

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113. Plaintiff has satisfied the administrative prerequisites under Labor Code § 2699.3 to recover civil penalties against Defendants, in addition to other remedies, for violations of Labor Code §§ 201, 202, 203, 204, 226, 226(a), 226.7, 510, 512, 1174(c), 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2800, and 2802. Plaintiff has also satisfied the administrative prerequisites to recover civil penalties against Defendants for violations of Labor Code § 558.

REQUEST FOR JURY TRIAL

Plaintiff requests a trial by jury.

PRAYER FOR RELIEF

Plaintiff, and on behalf of all others similarly situated, pray for relief and judgment against Defendants, jointly and severally, as follows:

As to the First Cause of Action

1. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 510, 1194 and 1198 and applicable IWC Wage Orders by willfully failing to pay all wages, including minimum and overtime wages, owed to Plaintiff and similarly situated employees;

2. For general unpaid wages at the applicable wage rates and such general and special damages as may be appropriate;

3. For pre-judgment interest on any unpaid wages commencing from the date such amounts were due;

4. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and

5. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action

6. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal breaks to Plaintiff and similarly situated employees;

7. That the Court make an award to the Plaintiff and similarly situated employees of one (1) hour of pay at each employee's regular rate of compensation for each workday that a

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compliant meal break was not provided;

8. For all actual, consequential, and incidental losses and damages, according to proof;

9. For premiums pursuant to California Labor Code § 226.7(b);

10. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

11. For such other and further relief as the Court may deem equitable and appropriate.

As to the Third Cause of Action

12. That the Court declare, adjudge and decree that Defendants violated California Labor Code § 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest breaks to Plaintiff and similarly situated employees;

13. That the Court make an award to the Plaintiff and similarly situated employees of one (l) hour of pay at each employee's regular rate of compensation for each workday that a compliant rest break was not provided;

14. For all actual, consequential, and incidental losses and damages, according to proof;

15. For premiums pursuant to California Labor Code § 226.7(b);

16. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

17. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourth Cause of Action

18. That the Court declare, adjudge and decree that Defendants violated California Labor Code § 2802 by unlawfully failing to indemnify Plaintiff and similarly situated employees for losses caused by Defendants' want of ordinary care and for the necessary expenditures or losses incurred in direct consequence of the discharge of their duties, or of their obedience to the directions of Defendants;

19. For all actual damages, according to proof;

20. For pre-judgment interest on any necessary expenditures or losses paid by Plaintiff

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and similarly situated employees, from the date such amounts were paid; and

21. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure § 2802(c).

As to the Fifth Cause of Action

22. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders as to Plaintiff and similarly situated employees, and willfully failed to provide accurate itemized wage statements thereto;

23. For all actual, consequential and incidental losses and damages, according to proof;

24. For statutory penalties pursuant to California Labor Code § 226(e); and

25. For such other and further relief as the Court may deem equitable and appropriate.

As to the Sixth Cause of Action

26. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 201, 202, and 203 by willfully failing to pay Plaintiff and similarly situated employees all compensation owed to the at the time of their termination of employment;

27. For all actual, consequential, and incidental losses and damages, according to proof;

28. For statutory penalties pursuant to California Labor Code § 203; and

29. For such other and further relief as the Court may deem equitable and appropriate.

As to the Seventh Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated California Business and Professions Code § 17200, *et seq*. by failing to pay Plaintiff and similarly situated employees all wages due to them, including regular and overtime wages; failing to provide compliant meal and rest breaks to Plaintiff and similarly situated employees and failing to pay premium wages when compliant meal breaks were not provided; failing to pay premium wages when compliant rest breaks were not provided; failing to reimburse Plaintiff and similarly situated employees for necessary business-related expenses under California Labor Code §§ 2800 and 2802; and failing to provide Plaintiff and similarly situated employees with compliant wage

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statements under California Labor Code § 226;

31. For restitution of unpaid wages to Plaintiff and similarly situated employees and prejudgment interest from the day such amounts were due and payable;

32. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code § 17200 *et seq*.;

33. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure § 1021.5; and

34. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eighth Cause of Action

35. For civil penalties pursuant to California Labor Code § 2699 (f) and (g) in the amount of $100 for each violation per pay period for the initial violation and $200 for each aggrieved employee per pay period for each subsequent violation, plus attorneys' fees and costs;

36. For civil penalties pursuant to California Labor Code § 558 in the amount of $50 per underpaid employee for each initial pay period in which the employee was underpaid and $100 per underpaid employee for each subsequent pay period in which the employee was underpaid, in addition to an amount sufficient to recover underpaid wages; and

37. For such other and further relief as the Court may deem equitable and appropriate.

Dated: September 15, 2026

AEQUITAS LEGAL GROUP

By: _____
RONALD H. BAE
OLIVIA D. SCHARRER
CARSON M. TURNER
Attorneys for Plaintiff VERONICA GUILLEN

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the county of Los Angeles, State of California. I am over the age of 18, and my business address is 1156 E. Green Street, Suite 200, Pasadena, California 91106.

On September 15, 2026, I served the document described as **FIRST AMENDED CLASS ACTION COMPLAINT AND ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE § 2698, *ET SEQ.*** on the following interested parties and/or their counsel in this action by the method(s) noted below:

Timothy Bowles
LAW OFFICE OF TIMOTHY BOWLES, P.C.
1 S. Fair Oaks Ave., Ste. 301
Pasadena, CA 91105
Emails: tbowles@tbowleslaw.com
daniska@tbowleslaw.com

Attorneys for Defendant MPAK PACKAGING CORPORATION

☐ **(BY FIRST CLASS MAIL):** I caused an envelope containing the above-described document to be deposited in the United States mail at Pasadena, California. The envelope was mailed with postage thereon fully prepaid.

☐ **(BY EXPRESS MAIL):** I placed the above-described document in an envelope for collection and delivery on this date in accordance with the standard express mail procedures of the United States Postal Service.

☐ **(BY EMAIL):** The above-described document was emailed to the above addressee(s)' email address(es) as full and complete service pursuant to California Code of Civil Procedure § 1010.6(a).

☑ **(BY ELECTRONIC SERVICE):** I caused the above-described document to be served electronically via Case Anywhere (authorized and court-approved Electronic Filing Service Provider).

☑ **(STATE):** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on September 15, 2026, at Pasadena, California.

SUSSELY TORRES

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