

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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WRITERS EXT:
1009

July 2, 2025
CA3706

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Dart Container Corporation of California
Certified Mail #9589071052700057737802
UNITED AGENT GROUP INC.
JENNIFER LEE
7801 FOLSOM BOULEVARD #202,
SACRAMENTO, CA 95826

Re: Notice Of Violations Of California Labor Code Sections §§ 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2101, 2102, 2103, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of Eric Gonzalez (“Plaintiff”) and all other Aggrieved Employees of Dart Container Corporation and/or Dart Container Corporation of California (“Defendant”). “Aggrieved Employees” refers to all individuals who are or previously were employed by Dart Container Corporation and/or Dart Container Corporation of California in California, including any employees staffed with Dart Container Corporation and/or Dart Container Corporation of California by a third party, and classified as non-exempt employees during the time period of July 2, 2024 until a date as determined by the Court (“PAGA Period”). Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff has been employed by Defendant in California from February of 2015. Plaintiff is at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock as described further below.

Specifically, Plaintiff has been employed by Defendant as a graveyard warehouse lead working at Defendant’s food and beverage packaging and processing facility, located at 150 S Maple St, Corona, CA 92878. Defendant’s facility was where Plaintiff would perform his

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job duties consisting of checking in and checking out eight to ten drivers of truck loads and the truck loads themselves, handling shipping and receiving orders that leave and enter the facility, processing live loads that would take 3.5-4 hours each, and loading 10-12 orders for shipment per day. Each shipment would take 15-45 minutes to load and finalize for shipment. As a result of this and the time consuming work of Plaintiffs and other Aggrieved Employees, Plaintiffs and other Aggrieved Employees were subjected to numerous violations during their employment with Defendant.

For example, Plaintiff was regularly unable to take rest breaks and took many of his meal breaks late, after the 5th hour of work, as a result of having to process several shipments that would come into the facility and ship out of the facility in violation of Cal. Labor Codes Section 226.7, 512 & 1198. Further, Plaintiff was never encouraged to take meal or rest breaks by either of his supervisors or managers. Plaintiff's wage statements show that no rest break premium payments were paid for rest breaks that were missed or interrupted by work duties. Plaintiff's wage statements also show that none of the actual meal break violations that occurred resulted in Defendant providing meal break premium payments. Plaintiff's meal breaks were late, missed or interrupted multiple times every week. As a result of Defendant failing to pay all meal and rest break premium wages and list the correct total hours worked, the wage statements are inaccurate. Attached as **Exhibit #1** is the true and correct copies of Plaintiff's wage statements for the pay period from December 15, 2024 to December 28, 2024 showing no rest break premiums paid and no meal break premiums paid by Defendant for the year to date of 2024. Attached as **Exhibit #2** is the true and correct copies of Plaintiff's wage statements for the pay period from June 1, 2025 to June 7, 2025 showing no rest break premiums paid and no meal break premiums paid by Defendant for the year to date of 2025.

Further, as a result of having to process several shipments per day, there were also times when Plaintiff, while clocked out for a meal break, continued processing orders to keep up with each shipment coming into the facility. Further, Plaintiff kept a radio on him at all times. Plaintiff would have to answer his radio and respond to calls for help processing orders or loading shipments while clocked out for his meal break or while on his rest break. These actions resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197, 1197.1, & 1198. Further, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages, including the meal and rest break penalties described above.

Further, Defendant also paid Plaintiff nondiscretionary performance based incentive wages such as "Shift 1 Prem" "EmergTime" and "NDBonus" and "Bonus OT" but failed to include these payments into Plaintiff's regular rate for the purposes of calculating the correct overtime, sick, and vacation pay rates of pay in violation of Cal. Lab. Code Sections 227.3, 246 & 510. Attached as **Exhibit #3** and **Exhibit #4** are true and correct copies of Plaintiff's

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wage statement for the pay period from June 30, 2024 to July 13, 2024 and February 23, 2025 to March 8, 2025 showing those payments and violations.

Plaintiff was also not reimbursed for business related expenses he incurred as a result of his job duties for Defendant in violation of Cal. Lab. Code Section 2802. For example, there were many instances where Plaintiff used his cell phone to communicate via text and phone calls with supervisors or managers to send pictures of anything unsafe around the facility or text/call other co-workers regarding orders during the work day. Plaintiff would also take work related phone calls over the weekend to help with orders or to come in over the weekend. Yet, Plaintiff was not reimbursed for the reasonable expenses incurred on his cell phone. This also led to additional unpaid off the clock work.

Further, Defendant gave Plaintiff a quota to meet of processing 2.5 trailers per day, essentially two trucks full of shipments. These shipments were typically considered live loads, which would take 3.5-4 hours each to process. For shipments leaving the facility, Plaintiff would have to pull product from the facility and stack the product in the truck. For shipments entering the facility, Plaintiff would have to unload the order, wrap up each item to ensure its safety, then put each item away for storage. Defendant failed to provide employees with a written description of applicable quotas and any potential adverse employment action that could result from failure to meet the quota. As a result of having to meet the quota given by Defendant, Plaintiff was unable to take meal and rest breaks in a timely manner. Further, the quota system prevented Plaintiff from taking breaks because the quota system failed to account for or treat time traveling to and from break areas as productive in the quota such that Plaintiff and other aggrieved employees were penalized under the quota for taking breaks in violation of Cal. Lab. Code Sections 2101, 2102 & 2103.

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

If you have any questions of concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ *Nicholas De Blouw*

Nicholas De Blouw, Esq.

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Certified Mail #958907105270737796
UNITED AGENT GROUP INC.
28175 HAGGERTY ROAD
NOVI MI, 48377**

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If you have any questions of concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ Nicholas De Blouw

Nicholas De Blouw, Esq.