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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF RIVERSIDE

ERIC GONZALEZ, on behalf of the State of
California, as a private attorney general,

Plaintiff,

vs.

DART CONTAINER CORPORATION OF
CALIFORNIA, a corporation; DART
CONTAINER CORPORATION, a
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. CVRI2505510

**REPRESENTATIVE ACTION
COMPLAINT FOR:**

1. Civil Penalties Pursuant to Labor Code
§ 2699 for violations of Labor Code
§§ 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), and the applicable
Wage Order(s).

1 Plaintiff Eric Gonzalez (“PLAINTIFF”), on behalf of the people of the State of
2 California and as an “aggrieved employee” acting as a private attorney general under the
3 Labor Code Private Attorney General Act of 2004, § 2699, (“PAGA”) only, alleges on
4 information and belief, except for his own acts and knowledge which are based on personal
5 knowledge, the following:

6 **INTRODUCTION**

7 1. PLAINTIFF brings this action against defendants Dart Container Corporation of
8 California and Dart Container Corporation (referred to as “DEFENDANT”) seeking only to
9 recover PAGA civil penalties on behalf of all current and former aggrieved employees that
10 worked for DEFENDANT. PLAINTIFF does **not seek to recover anything other than**
11 **penalties as permitted by California Labor Code § 2699.** To the extent that statutory
12 violations are mentioned for wage violations, PLAINTIFF does not seek underlying general
13 and/or special damages for those violations, but simply the civil penalties permitted by
14 California Labor Code § 2699.

15 2. California has enacted the PAGA which permits PLAINTIFF to bring an action
16 for PAGA penalties *only*, which is the precise and sole nature of this action.

17 3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for
18 DEFENDANT’s violations under PAGA and solely for the relief as permitted by PAGA – that
19 is, penalties and any other relief the Court deems proper pursuant to the PAGA. Nothing in this
20 complaint should be construed as attempting to obtain any relief that would not be available in
21 a PAGA-only action.

22 4. PLAINTIFF is not suing in his individual capacity; he is proceeding
23 herein solely under the PAGA, on behalf of the State of California for all aggrieved employees.
24 Nothing in this complaint should be construed as PLAINTIFF suing in his individual capacity.

25 **THE PARTIES**

26
27 5. Dart Container Corporation of California (“DEFENDANT”) is a corporation that
28 at all relevant times mentioned herein conducted and continues to conduct substantial business

1 in California.

2 6. Dart Container Corporation (“DEFENDANT”) is a corporation that
3 at all relevant times mentioned herein conducted and continues to conduct substantial business
4 in California.

5 7. Dart Container Corporation of California and Dart Container Corporation are the
6 joint employers of PLAINTIFF as evidenced by paycheck and by the company PLAINTIFF
7 performed work for respectively, and are therefore jointly responsible as employers for the
8 conduct alleged herein, and are therefore collectively referred to herein as ("DEFENDANT").

9 8. DEFENDANT owns and operates food and beverage packaging manufacturing
10 facilities in California.

11 9. PLAINTIFF is currently employed by DEFENDANT in California. PLAINTIFF’s
12 employment started in February of 2015. PLAINTIFF is at all times classified by DEFENDANT
13 as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and
14 rest periods and payment of minimum and overtime wages due for all time worked.

15 10. PLAINTIFF, and such persons that may be added from time to time who satisfy
16 the requirements and exhaust the administrative procedures under the Private Attorney General
17 Act, brings this Representative Action on behalf of the State of California with respect to all
18 individuals who are or previously were employed by Dart Container Corporation of California
19 and/or Dart Container Corporation in California, including any employees staffed with Dart
20 Container Corporation of California and/or Dart Container Corporation by a third party, and
21 classified as non-exempt employees (“AGGRIEVED EMPLOYEES”) during the time period
22 of July 2, 2024 until a date as determined by the Court (the "PAGA PERIOD").

23 11. PLAINTIFF, on behalf of all AGGRIEVED EMPLOYEES presently or
24 formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative
25 action pursuant to Labor Code § 2699 seeking fixed civil penalties for DEFENDANT’s
26 violation of California Labor Code §§ 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2),
27 1194, 1197, 1197.1, 1198, 2101, 2102, 2103, 2802, California Code of Regulations, Title 8,
28 Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s). Based upon the

1 foregoing, PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved employees
2 within the meaning of Labor Code § 2699.

3 12. The true names and capacities, whether individual, corporate, subsidiary,
4 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are
5 presently unknown to PLAINTIFF who therefore sues these Defendants by such fictitious
6 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this
7 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when
8 they are ascertained. PLAINTIFF is informed and believes, and based upon that information
9 and belief alleges, that the Defendants named in this Complaint, including DOES 1 through
10 50, inclusive, are responsible in some manner for one or more of the events and happenings
11 that proximately caused the injuries and damages hereinafter alleged.

12 13. The agents, servants and/or employees of the Defendants and each of them
13 acting on behalf of the Defendants acted within the course and scope of his, her or its
14 authority as the agent, servant and/or employee of the Defendants, and personally
15 participated in the conduct alleged herein on behalf of the Defendants with respect to the
16 conduct alleged herein. Consequently, the acts of each Defendant are legally attributable to
17 the other Defendants and all Defendants are jointly and severally liable to PLAINTIFF and
18 all the AGGRIEVED EMPLOYEES, for the loss sustained as a proximate result of the
19 conduct of the Defendants' agents, servants and/or employees.

20 21 THE CONDUCT

22 14. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT
23 was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all their time
24 worked, meaning the time during which an employee is subject to the control of an
25 employer, including all the time the employee is suffered or permitted to work.
26 DEFENDANT requires PLAINTIFF and the AGGRIEVED EMPLOYEES to work without
27 paying them for all the time they are under DEFENDANT's control. Among other things,
28 DEFENDANT requires PLAINTIFF to work while clocked out during what is supposed to

1 be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by
2 work assignments while clocked out for what should have been PLAINTIFF's off-duty meal
3 break. DEFENDANT, as a matter of established company policy and procedure,
4 administers a uniform practice of rounding the actual time worked and recorded by
5 PLAINTIFF and the AGGRIEVED EMPLOYEES, always to the benefit of DEFENDANT,
6 so that during the course of their employment, PLAINTIFF and the AGGRIEVED
7 EMPLOYEES are paid less than they would have been paid had they been paid for actual
8 recorded time rather than "rounded" time. As a result, PLAINTIFF and the AGGRIEVED
9 EMPLOYEES forfeit minimum wage, overtime wage compensation, and off-duty meal
10 breaks by working without their time being correctly recorded and without compensation at
11 the applicable rates. DEFENDANT's policy and practice not to pay PLAINTIFF and the
12 AGGRIEVED EMPLOYEES for all time worked, is evidenced by DEFENDANT's business
13 records.

14 15. State law provides that employees must be paid overtime and meal and rest
15 break premiums at one-and-one-half times their "regular rate of pay." PLAINTIFF and the
16 AGGRIEVED EMPLOYEES are compensated at an hourly rate plus incentive pay that is
17 tied to specific elements of an employee's performance.

18 16. The second component of PLAINTIFF's and the AGGRIEVED
19 EMPLOYEES' compensation is DEFENDANT's non-discretionary incentive program that
20 paid PLAINTIFF and the AGGRIEVED EMPLOYEES incentive wages based on their
21 performance for DEFENDANT. The non-discretionary incentive program provided all
22 employees paid on an hourly basis with incentive compensation when the employees met the
23 various performance goals set by DEFENDANT. However, when calculating the regular
24 rate of pay in order to pay overtime and meal and rest break premiums to PLAINTIFF and
25 the AGGRIEVED EMPLOYEES, DEFENDANT failed to include the incentive
26 compensation as part of the employees' "regular rate of pay" for purposes of calculating
27 overtime pay and meal and rest break premium pay. Management and supervisors described
28 the incentive program to potential and new employees as part of the compensation package.

1 As a matter of law, the incentive compensation received by PLAINTIFF and the
2 AGGRIEVED EMPLOYEES must be included in the “regular rate of pay.” The failure to
3 do so has resulted in a underpayment of overtime compensation and meal and rest break
4 premiums to PLAINTIFF and the AGGRIEVED EMPLOYEES by DEFENDANT.

5 17. As a result of their rigorous work schedules, PLAINTIFF and the
6 AGGRIEVED EMPLOYEES were from time to time unable to take thirty (30) minute off
7 duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF
8 and the AGGRIEVED EMPLOYEES were required from time to time to perform work as
9 ordered by DEFENDANT for more than five (5) hours during some shifts without receiving
10 a meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFF and
11 AGGRIEVED EMPLOYEES with a second off-duty meal period for some workdays in
12 which these employees were required by DEFENDANT to work ten (10) hours of work.
13 DEFENDANT also engaged in the practice of rounding the meal period times to avoid
14 paying penalties to PLAINTIFF and the AGGRIEVED EMPLOYEES. PLAINTIFF and the
15 AGGRIEVED EMPLOYEES therefore forfeit meal breaks without additional compensation
16 and in accordance with DEFENDANT’s corporate policy and practice.

17 18. During the PAGA PERIOD, PLAINTIFF and the AGGRIEVED
18 EMPLOYEES were also required from time to time to work in excess of four (4) hours
19 without being provided ten (10) minute rest periods. Further, these employees were denied
20 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2)
21 to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes
22 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,
23 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10)
24 hours or more from time to time. PLAINTIFF and the AGGRIEVED EMPLOYEES were
25 also not provided with one hour wages in lieu thereof. Additionally, the applicable
26 California Wage Order requires employers to provide employees with off-duty rest periods,
27 which the California Supreme Court defined as time during which an employee is relieved
28 from all work related duties and free from employer control. In so doing, the Court held that

1 the requirement under California law that employers authorize and permit all employees to
2 take rest period means that employers must relieve employees of all duties and relinquish
3 control over how employees spend their time which includes control over the locations
4 where employees may take their rest period. Employers cannot impose controls that prohibit
5 an employee from taking a brief walk - five minutes out, five minutes back. Here,
6 DEFENDANT's policy restricted PLAINTIFF and the AGGRIEVED EMPLOYEES from
7 unconstrained walks and is unlawful based on DEFENDANT's rule which states
8 PLAINTIFF and the AGGRIEVED EMPLOYEES cannot leave the work premises during
9 their rest period.

10 19. During the PAGA PERIOD, DEFENDANT failed to accurately record and
11 pay PLAINTIFF and the AGGRIEVED EMPLOYEES for the actual amount of time these
12 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
13 DEFENDANT was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for
14 all time worked, meaning the time during which an employee was subject to the control of
15 an employer, including all the time the employee was permitted or suffered to permit this
16 work. DEFENDANT required these employees to work off the clock without paying them
17 for all the time they were under DEFENDANT's control. As such, DEFENDANT knew or
18 should have known that PLAINTIFF and the AGGRIEVED EMPLOYEES were under
19 compensated for all time worked. As a result, PLAINTIFF and the AGGRIEVED
20 EMPLOYEES forfeited time worked by working without their time being accurately
21 recorded and without compensation at the applicable minimum wage and overtime wage
22 rates. To the extent that the time worked off the clock does not qualify for overtime
23 premium payment, DEFENDANT failed to pay minimum wages for the time worked off-
24 the-clock in violation of Cal. Lab. Code §§ 1194, 1197, and 1197.1.

25 20. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
26 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to
27 show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226
28 provides that every employer shall furnish each of his or her employees with an accurate

1 itemized wage statement in writing showing, among other things, gross wages earned and all
2 applicable hourly rates in effect during the pay period and the corresponding amount of time
3 worked at each hourly rate. PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on
4 an hourly basis. As such, the wage statements should reflect all applicable hourly rates
5 during the pay period and the total hours worked, and the applicable pay period in which the
6 wages were earned pursuant to California Labor Code Section 226(a). The wage statements
7 DEFENDANT provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to
8 identify such information. More specifically, the wage statements failed to identify the
9 accurate total hours worked each pay period. When the hours shown on the wage statements
10 were added up, they did not equal the actual total hours worked during the pay period in
11 violation of Cal. Lab. Code 226(a)(2). Aside, from the violations listed above in this
12 paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that
13 lists all the requirements under California Labor Code 226. As a result, DEFENDANT from
14 time to time provided PLAINTIFF and the AGGRIEVED EMPLOYEES with wage
15 statements which violated Cal. Lab. Code § 226.

16 21. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be
17 deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if
18 the wages are paid not more than seven (7) calendar days following the close of the payroll
19 period. Cal. Lab. Code § 210 provides:

20 in [I]n addition to, and entirely independent and apart from, any other penalty provided
21 this article, every person who fails to pay the wages of each employee as provided in
22 Sections. . . .204. . .shall be subject to a civil penalty as follows: (1) For any initial
23 violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For
each subsequent violation, or any willful or intentional violation, two hundred dollars
(\$200) for each failure to pay each employee, plus 25 percent of the amount
unlawfully withheld.

24 22. DEFENDANT from time to time failed to pay PLAINTIFF and the
25 AGGRIEVED EMPLOYEES within seven (7) days of the close of the payroll period in
26 accordance with Cal. Lab. Code § 204(d), including but not limited to the “Hourly” regular
27 wage payments.
28

1 23. DEFENDANT underpaid sick pay wages to PLAINTIFF and the
2 AGGRIEVED EMPLOYEES by failing to pay such wages at the regular rate of pay in
3 violation of Cal. Lab. Code Section 246. Specifically, PLAINTIFF and other non-exempt
4 employees earn non-discretionary remuneration, including, but not limited to, incentives,
5 shift differential pay, and bonuses. Rather than pay sick pay at the regular rate of pay,
6 DEFENDANT underpays sick pay to PLAINTIFF and the AGGRIEVED EMPLOYEES at
7 their base rates of pay.

8 24. Cal. Lab. Code Section 246(l)(2) requires that paid sick time for nonexempt
9 employees be calculated by dividing the employee's total wages, not including overtime
10 premium pay, by the employee's total hours worked in the full pay periods of the prior 90
11 days of employment.

12 25. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay
13 at the regular rate of pay. PLAINTIFF and the AGGRIEVED EMPLOYEES routinely
14 earned non-discretionary incentive wages which increased their regular rate of pay.
15 However, when sick pay was paid, it was paid at the base rate of pay for PLAINTIFF and
16 the AGGRIEVED EMPLOYEES, as opposed to the correct, higher regular rate of pay, as
17 required under Cal. Lab. Code Section 246.

18 26. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
19 PLAINTIFF and the AGGRIEVED EMPLOYEES for required business expenses incurred
20 by the PLAINTIFF and the AGGRIEVED EMPLOYEES in direct consequence of
21 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
22 2802, employers are required to indemnify employees for all expenses incurred in the course
23 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer
24 shall indemnify his or her employee for all necessary expenditures or losses incurred by the
25 employee in direct consequence of the discharge of his or her duties, or of his or her
26 obedience to the directions of the employer, even though unlawful, unless the employee, at
27 the time of obeying the directions, believed them to be unlawful."
28

1 27. In the course of their employment PLAINTIFF and the AGGRIEVED
2 EMPLOYEES as a business expense, were required by DEFENDANT to use their own
3 personal cellular phones as a result of and in furtherance of their job duties as employees for
4 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost
5 associated with the use of their personal cellular phones for DEFENDANT's benefit.
6 Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were required by
7 DEFENDANT to use their personal cellular phones. As a result, in the course of their
8 employment with DEFENDANT, PLAINTIFF and the AGGRIEVED EMPLOYEES
9 incurred unreimbursed business expenses which included, but were not limited to, costs
10 related to the use of their personal cellular phones and home offices all on behalf of and for
11 the benefit of DEFENDANT.

12 28. Labor Code § 2101 provides that each employer that employs 100 or more
13 employees at a single warehouse distribution center in California, or 1,000 employees at one
14 or more warehouse distribution centers in California, shall provide upon hire or within 30
15 days of the effective date of this part, a written description of each quota to which the
16 employee is subject, including the quantified number of tasks to be performed or materials to
17 be produced or handled, within the defined time period, and any potential adverse
18 employment action that could result from failure to meet the quota.

19 29. Labor Code § 2102 provides that an employee shall not be required to meet a
20 quota that prevents compliance with meal or rest periods, use of bathroom facilities,
21 including reasonable travel time to and from bathroom facilities, or occupational health and
22 safety laws in the Labor Code or division standards. An employer shall not take adverse
23 employment action against an employee for failure to meet a quota that does not allow a
24 worker to comply with meal and rest periods, or occupational health and safety laws in the
25 Labor Code or division standards, or for failure to meet a quota that has not been disclosed
26 to the employee pursuant to Section 2101.

27 30. Labor Code § 2103 provides:
28

1 (a) Any actions taken by an employee to comply with occupational
2 health and safety laws in the Labor Code or division standards shall be
3 considered time on task and productive time for purposes of any quota
4 or monitoring system.

5 (b) Notwithstanding subdivision (a), consistent with existing law,
6 meal and rest breaks are not considered productive time unless the
7 employee is required to remain on call.

8 31. DEFENDANT failed to provide PLAINTIFF and other AGGRIEVED
9 EMPLOYEES with a written description of applicable quotas and any potential adverse
10 employment action that could result from failure to meet the quota in violation of Cal. Lab.
11 Code Section 2100. DEFENDANT's requirement that PLAINTIFF and other
12 AGGRIEVED EMPLOYEES meet quotas also prevented compliance with meal breaks and
13 rest breaks, including reasonable travel time to and from bathroom facilities. DEFENDANT
14 took adverse employment actions against PLAINTIFF and other AGGRIEVED
15 EMPLOYEES for failure to meet a quota that did not allow them to take meal and rest
16 periods and use the bathroom facilities, including reasonable travel time to and from
17 bathroom facilities, and for failure to meet a quota that had never been disclosed to them as
18 required by § 2101.

19 20 **JURISDICTION AND VENUE**

21 32. This Court has jurisdiction over this Action pursuant to California Code of
22 Civil Procedure, Section 410.10.

23 33. Venue is proper in this Court pursuant to California Code of Civil Procedure,
24 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and
25 DEFENDANT (i) currently maintains and at all relevant times maintained offices and
26 facilities in this County and/or conducts substantial business in this County, and (ii)
27 committed the wrongful conduct herein alleged in this County against PLAINTIFF and other
28 AGGRIEVED EMPLOYEES.

1 **FIRST CAUSE OF ACTION**

2 **For Violation of the Private Attorneys General Act**

3 **[Cal. Lab. Code §§ 2698]**

4 **(By PLAINTIFF and Against All Defendants)**

5 34. PLAINTIFF realleges and incorporates by this reference, as though fully set
6 forth herein, the prior paragraphs of this Complaint.

7 35. PAGA is a mechanism by which the State of California itself can enforce state
8 labor laws through the employee suing under the PAGA who do so as the proxy or agent of
9 the state's labor law enforcement agencies. An action to recover civil penalties under
10 PAGA is fundamentally a law enforcement action designed to protect the public and not to
11 benefit private parties. The purpose of the PAGA is not to recover damages or restitution,
12 but to create a means of "deputizing" citizens as private attorneys general to enforce the
13 Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the
14 public interest to allow aggrieved employees, acting as private attorneys general to recover
15 civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA
16 claims cannot be subject to arbitration.

17 36. PLAINTIFF, and such persons that may be added from time to time who
18 satisfy the requirements and exhaust the administrative procedures under the Private
19 Attorney General Act, brings this Representative Action on behalf of the State of California
20 with respect to all individuals who are or previously were employed by Dart Container
21 Corporation of California and/or Dart Container Corporation in California, including any
22 employees staffed with Dart Container Corporation of California and/or Dart Container
23 Corporation by a third party, and classified as non-exempt employees ("AGGRIEVED
24 EMPLOYEES") during the time period of July 2, 2024 until a date as determined by the
25 Court (the "PAGA PERIOD").

26 37. On July 2, 2025, PLAINTIFF gave written notice by electronic mail to the
27 Labor and Workforce Development Agency (the "Agency") and by certified mail to the
28 employer of the specific provisions of this code alleged to have been violated as required by

1 Labor Code § 2699.3. See **Exhibit #1**, attached hereto and incorporated by this reference
2 herein. The statutory waiting period for PLAINTIFF to add these allegations to the
3 Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now
4 commence a representative civil action under PAGA pursuant to Section 2699 as the proxy
5 of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

6 38. The policies, acts and practices heretofore described were and are an unlawful
7 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the
8 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly
9 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,
10 (d) failed to pay overtime wages and sick pay wages, (e) failed to reimburse employees for
11 required expenses, and (f) failed to provide a written description of applicable quotas and any
12 potential adverse employment action that could result from failure to meet the quota, all in
13 violation of the applicable Labor Code sections listed in Labor Code §§ 204, 210, 226(a),
14 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2101, 2102, 2103, 2802,
15 California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the
16 applicable Wage Order(s), and thereby gives rise to civil penalties as a result of such
17 conduct.¹ PLAINTIFF hereby seeks recovery of only civil penalties as prescribed by the
18 Labor Code Private Attorney General Act of 2004 as the representative of the State of
19 California for the illegal conduct perpetrated on PLAINTIFF and the AGGRIEVED
20 EMPLOYEES.

21 **PRAYER FOR RELIEF**

22 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
23 severally, as follows:

24 1. On behalf of the State of California and with respect to all AGGRIEVED
25 EMPLOYEES:

26 A) Recovery of civil penalties as prescribed by the Labor Code Private

27 ¹Plaintiff specifically excludes and/or does not allege any claims under California Labor
28 Code §558(a)(3).

1 Attorneys General Act of 2004; and,

2 B) An award of attorneys' fees and cost of suit, as allowable under the
3 law, including, but not limited to, pursuant to Labor Code §2699.

4 Dated: September 22, 2025 BLUMENTHAL NORDREHAUG BHOWMIK
5 DE BLOUW LLP

6
7 By: /s/ Norman Blumenthal
8 Norman B. Blumenthal
9 Kyle R. Nordrehaug
10 Nicholas J. De Blouw
11 *Attorneys for Plaintiff*
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EXHIBIT 1

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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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**WRITERS E-MAIL:
nick@bamlawca.com**

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

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 job duties consisting of checking in and checking out eight to ten drivers of truck loads and

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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 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.

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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.

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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.

EXHIBIT #1

DART CONTAINER CORPORATION
The Industry Standard of Excellence

Corona, CA

Dart Container Corporation of CA

500 HOGSBACK ROAD, MASON MI 48854

Employee Name Eric Gonzalez

Employee No. [REDACTED]

Payroll period:12/15/2024-12/28/2024

Check Date: Jan 3, 2025

Voucher: XXXXXXXXXX

Federal: [REDACTED]

Credit: [REDACTED]

State: [REDACTED]

Exempt: [REDACTED]

Earnings	Rate	Hours	Current	YTD	Tax Deductions	Current W/H	YTD W/H
O.T. Premium	14.66	5.87	86.05	86.05	CA Withholding Tax	67.70	67.70
Regular Shift 1	27.31	62.20	1,698.68	1,698.68	FED Med. Tax	34.19	34.19
OT Shift 1	27.31	5.87	160.31	160.31	FED Soc Sec Tax	146.20	146.20
Shift 1 Prem	2.00	68.07	136.14	136.14	FED Withholding Tax	111.61	111.61
Holiday Pay	27.31	16.00	436.96	436.96			
Ttl Hrs Wrkd		68.07			Pretax Deductions		
Ttl Hrs Paid		84.07			Medical-HMO	150.62	150.62
Gross Pay			2,518.14	2,518.14	Dental	5.21	5.21
Other Taxable Benefits					Vision	4.22	4.22
					401k Deferral	151.09	151.09
					Other Deductions		
					Supp Life	3.23	3.23
					401k Loan 1	121.57	121.57
					Garnish: Child	352.61	352.61
Current Taxable Wage				2,207.00	Total Deductions	1,148.25	1,148.25
YTD Taxable				2,207.00	Net Pay		
							500.00
							869.89
					Total Net Pay		1,369.89

Eric Gonzalez

EXHIBIT #2

DART CONTAINER CORPORATION
The Industry Standard of Excellence

Corona, CA

Dart Container Corporation of CA

500 HOGSBACK ROAD, MASON MI 48854

Employee Name Eric Gonzalez

Employee No. [REDACTED]

Payroll period:06/01/2025-06/07/2025

Check Date: Jun 13, 2025

Voucher: XXXXXXXXXX

Federal: [REDACTED]

Credit:

State: [REDACTED]

Exempt: [REDACTED]

Earnings	Rate	Hours	Current	YTD	Tax Deductions	Current W/H	YTD W/H
O.T. Premium	15.08	1.10	16.59	808.39	CA Withholding Tax	31.54	845.07
Regular Shift 1	28.16	39.73	1,118.80	22,238.64	FED Med. Tax	16.86	426.73
OT Shift 1	28.16	1.10	30.98	1,507.62	FED Soc Sec Tax	72.10	1,824.65
Shift 1 Prem	2.00	40.83	81.66	1,707.48	FED Withholding Tax	91.37	2,129.35
Holiday Pay				1,331.28			
Vacation Pay				1,563.36			
Sick Pay				1,172.40			
Bonus OT				30.81			
NDBonus				1,041.15			
Ttl Hrs Wrkd		40.83					
Ttl Hrs Paid		40.83					
Gross Pay			1,248.03	31,401.13			
Other Taxable Benefits					Pretax Deductions		
					Medical-HMO	80.37	1,858.04
					Dental	2.61	62.57
					Vision	2.11	50.64
					401k Deferral	74.88	1,821.61
					Other Deductions		
					Supp Life	1.62	38.81
					401k Loan 1	61.18	1,523.97
					401k Loan 2	49.49	494.90
					Garnish: Child	176.30	4,407.57
					Total Deductions	660.43	15,483.91
					Net Pay		
							587.60
					Total Net Pay		587.60
Current Taxable Wage			1,088.06				
YTD Taxable			27,608.27				

Eric Gonzalez

EXHIBIT #3



DART CONTAINER CORPORATION
The Industry Standard of Excellence

Corona, CA

Dart Container Corporation of CA

500 HOGSBACK ROAD, MASON MI 48854

Employee Name Eric Gonzalez

Employee No. [REDACTED]

Payroll period:06/30/2024-07/13/2024

Check Date: Jul 19, 2024

Voucher: [REDACTED]

Federal: [REDACTED]

Credit: [REDACTED]

State: [REDACTED]

Exempt: [REDACTED]

Earnings	Rate	Hours	Current	YTD	Tax Deductions	Current W/H	YTD W/H
O.T. Premium	14.66	1.69	24.78	624.15	CA Withholding Tax	76.18	1,030.35
Regular Shift 1	27.31	56.00	1,529.36	27,488.75	FED Med. Tax	35.75	509.23
OT Shift 1	27.31	1.69	46.15	1,161.43	FED Soc Sec Tax	152.87	2,177.40
Shift 1 Prem	2.00	57.69	115.38	2,134.80	FED Withholding Tax	150.55	1,957.19
Holiday Pay	27.31	8.00	218.48	1,067.20	Pretax Deductions		
Vacation Pay	27.31	16.00	436.96	1,529.36	Medical-HMO	150.62	2,087.70
Bonus OT			4.68	42.79	Dental	5.21	77.91
EmrgTime			250.00	1,500.00	Vision	4.22	63.30
Sick Pay				1,130.40	401k Deferral	142.55	2,110.74
NDBonus				669.45	Other Deductions		
Ttl Hrs Wrkd		57.69			Supp Life	3.23	48.45
Ttl Hrs Paid		81.69			401k Loan 1	121.57	1,823.55
Gross Pay			2,625.79	37,348.33	Garnish: Child	352.61	5,289.15
Other Taxable Benefits					401k Loan 2	0.00	1,440.88
					Total Deductions	1,195.36	18,615.85
					Net Pay		
							500.00
Current Taxable Wage				2,323.19			930.43
YTD Taxable				33,008.68	Total Net Pay		1,430.43

Eric Gonzalez



EXHIBIT #4

DART CONTAINER CORPORATION
The Industry Standard of Excellence

Corona, CA

Dart Container Corporation of CA

500 HOGSBACK ROAD, MASON MI 48854

Employee Name Eric Gonzalez

Employee No.

Payroll period:02/23/2025-03/08/2025

Check Date: Mar 14, 2025

Voucher:

Federal:

Credit:

State:

Exempt:

[illegible]

Eric Gonzalez