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UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF CALIFORNIA

ANDREW HILL, an individual, on behalf of
himself, all members of the putative class, and on
behalf of aggrieved employees pursuant to the
Private Attorneys General Act of 2004 ("PAGA"),

Plaintiff,

v.

INTERNATIONAL PAPER COMPANY, a New
York Corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 1:21-CV-00029-NONE-SKO

CLASS ACTION

FIRST AMENDED COMPLAINT

- (1) Violation of California Labor Code § 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code § 226.7 (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (7) Violation of California Business & Professions Code §§ 17200, et seq.; and,
- (8) Violation of California Labor Code § 2698 et seq. (California Labor Code Private Attorney General Act of 2004)

DEMAND FOR JURY TRIAL

1 Plaintiff ANDREW HILL (“Plaintiff”) on behalf of himself, all other members of the general
2 public similarly situated and all aggrieved employees, files this First Amended Complaint against
3 Defendants INTERNATIONAL PAPER COMPANY and DOES 1 through 100, inclusive
4 (“Defendants”). Plaintiff’s allegations are based upon information and belief and upon investigation of
5 Plaintiff’s counsel, except for allegations specifically pertaining to Plaintiff, which are based upon
6 Plaintiff’s personal knowledge.

7 **JURISDICTION AND VENUE**

8 1. This class action is brought pursuant to California Code of Civil Procedure section 382.
9 The monetary damages and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the
10 Superior Court and will be established according to proof at trial. The amount in controversy for each
11 class representative or putative class member, including claims for compensatory damages, interest,
12 penalties, and attorneys’ fees, is less than \$75,000.

13 2. This Court has jurisdiction over this action pursuant to the California Constitution, Article
14 VI, section 10, which grants the Superior Court “original jurisdiction in all causes except those given by
15 statute to other courts.” The statutes under which this action is brought do not specify any other basis for
16 jurisdiction.

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

21 4. Venue is proper in this Court because, upon information and belief, the named Defendants
22 reside, transact business, or have offices in this county and the acts and omissions alleged herein took
23 place in this county.

24 **PARTIES**

25 5. Plaintiff ANDREW HILL is a citizen of the State of California.

26 6. Defendant INTERNATIONAL PAPER COMPANY is a corporation organized and
27 existing under the laws of the State of New York, and transacts business throughout the State of California,
28 including the County of Fresno. At all relevant times, Defendant INTERNATIONAL PAPER

COMPANY was the “employer” of Plaintiff within the meaning of all applicable state laws and statutes.

7. At all times herein relevant, Defendants INTERNATIONAL PAPER COMPANY and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, representatives, servants, employees, successors-in-interest, co-conspirators and assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, representatives, servants, employees, successors, co-conspirators and assigns, and that all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and consent of each defendant designated herein.

8. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sues said defendants by such fictitious names. Plaintiff is informed and believes, and based on that information and belief alleges, that each of the defendants designated as a Doe is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiff alleged in this Complaint. Plaintiff will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

9. Defendants INTERNATIONAL PAPER COMPANY and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

FACTUAL ALLEGATIONS

10. Defendants employed Plaintiff as a non-exempt or hourly-paid employee until on or about October 6, 2020.

11. Defendants are a major producer of fiber-based packaging, pulp, and paper. To meet production demands, Defendants employ numerous production workers to work in its facilities throughout California.

12. Defendants have the authority to hire and terminate Plaintiff and the other class members; to set work rules and conditions governing Plaintiff and the other class members; and to supervise their daily employment activities.

13. Defendants directly hired and paid wages and benefits to Plaintiff and the other class members.

1 14. Plaintiff is informed and believes, and based thereon alleges, that at all times herein
2 relevant, Defendants were advised by skilled lawyers and other professionals, employees, advisors, and
3 consultants highly knowledgeable about California wage law, employment and personnel practices.

4 15. Plaintiff is informed and believes, and based thereon alleges, that at all times herein
5 relevant, without any justification, Defendants ignored the employment and personnel policy changes
6 proposed by skilled lawyers and other professionals, employees, advisors, and consultants highly
7 knowledgeable about California wage laws, employment, and personnel practice.

8 16. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
9 should have known that Plaintiff and class members were entitled to receive certain wages for all work
10 performed, including for overtime compensation.

11 17. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
12 should have known that Plaintiff and the other class members were working over eight (8) hours per day
13 and were entitled to receive certain wages for overtime compensation and that they were not receiving
14 wages for overtime compensation.

15 18. For example, Plaintiff was regularly scheduled to start his shift at the facility at 7 a.m., five
16 days a week. However, he had to arrive earlier than this in order to complete his pre-shift duties.
17 Specifically, Plaintiff had to start getting ready by at least 6:50 a.m., or ten minutes before the official start
18 of his shift because Defendants required him to put on his gloves, a headset and radio, to change the blades
19 on his box knives, and to make sure he had a ball stripper, tape measure, scrapers and an extra pair of
20 gloves in his tool belt. Because Defendants' production line did not stop, Defendants required Plaintiff
21 and his fellow class members to be ready the moment they clocked-in. The machines did not stop
22 operating to allow the next shift to arrive, prepare, or clock-in.

23 19. Despite performing the requisite pre-shift duties, Plaintiff was not compensated for this
24 additional work. This includes the workweek of June 1, 2020, among all others. Plaintiff is aware
25 Defendants scheduled the putative class members in a similar fashion and required them to complete
26 similar, if not identical duties prior to clocking-in. Plaintiff observed his fellow class members adhering
27 to this policy and arriving several minutes in advance of their official clock-in time without exception.

28 20. In addition, Defendants, by and through its supervisors' explicit instructions, forbid the

1 class members from clocking-in any more than three-minutes prior to the start of their official shift, even
2 if they spent 10 minutes prior to that shift preparing and putting on the necessary equipment. In Plaintiff's
3 case, Gabe Orta, his supervisor, explicitly told him he could not clock-in any sooner, despite Plaintiff
4 already performing required pre-shift duties. After completing all of the necessary pre-shift duties,
5 Plaintiff typically clocked-in as soon as he could, i.e., on or about 6:57 a.m. or later. However, these three
6 additional minutes were rounded up to 7 a.m., and Plaintiff did not receive any additional compensation
7 for that work. These hours worked were also not recorded on Plaintiff's wage statements.

8 21. In addition, Defendants do not allow the production workers to leave before their relief
9 shift arrives on the production floor, ready to work. On some occasions, Plaintiff's relief workers would
10 not show up for their scheduled shift, meaning Plaintiff would have to stay working until a relief worker
11 was found.

12 22. Plaintiff is informed and believes, and based thereon alleges, that Defendants engaged in a
13 uniform policy and systematic scheme of wage abuse against their hourly paid employees.

14 23. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to
15 provide Plaintiff and the other class members the required rest and meal periods during the relevant time
16 period as required under the Industrial Welfare Commission Wage Orders and/or applicable Labor
17 Codes, thus are entitled to any and all applicable penalties.

18 24. Plaintiff is informed and believes, and based thereon alleges, that pursuant to Defendants'
19 internal policies and practices, Defendants require Plaintiff and the other class members to attend to their
20 duties at all times, discuss work issues during breaks, remain on-call to report and resolve incidents, and
21 work during meal and rest periods. Specifically, Defendants required Plaintiff and the other class
22 members to carry radios and headsets with them at all times and be able to respond to work-related
23 questions. Plaintiff observed other class members keeping their radios and headsets on during meal and
24 rest periods on a daily basis.

25 25. Defendant did not allow the employees to leave their workstations during meal or rest
26 periods because Plaintiff and the other class members had to constantly attend to their duties and keep the
27 facility and machinery operating. This is because the production lines did not stop for breaks, and
28 Defendants did not provide Plaintiff or the putative class members with break relief. In order to take any

1 form of rest break, Plaintiff would have to leave his station and the production line, which defies his job
2 duties, can be dangerous, and is against Defendants' policies to make sure the line is up and running at all
3 times.

4 26. Defendants never trained Plaintiff to turn off his radio or headset off during breaks, nor did
5 any other employees inform him of any policy that breaks were an exception to keeping his radio on. In
6 fact, Defendants would service or repair Plaintiff's and the other class members' headsets and radios right
7 on site in order to make sure they were functioning properly and at all times.

8 27. During the entirety of his employment, Plaintiff was never able to take a full 10 minute rest
9 break free from duty. At no point in the day did his supervisor for the shift, Gabe Orta or Ben Galindo,
10 tell or train Plaintiff to take any of his rest breaks. Similarly, Defendants never provided Plaintiff with an
11 additional break if he was not able to take a break or when his breaks were cut short.

12 28. By way of example, on or about the workweek of June 1, 2020, Plaintiff worked a full
13 shift, but was required to keep his radio or headset on at all times, even during his breaks. This is true
14 throughout the entirety of Plaintiff's employment with Defendants. Defendants never provided Plaintiff
15 with any form of premium payment for keeping his radio or headset on during breaks.

16 29. Plaintiff and other employees often complained amongst each other and to Defendant
17 about the lack of meal and rest breaks. This issue escalated to a complaint directly to Defendants.
18 Specifically, Plaintiff discussed these issues with Gabe Orta and Ben Galindo, his supervisors. In
19 response, Defendants told Plaintiff to take a break only if he had time, but that they would not be
20 scheduling breaks for him. Additionally, Plaintiff and fellow class members were never paid additional
21 hours of work for these missed meal and rest breaks.

22 30. Defendants also frequently scheduled Plaintiff for twelve-hour shifts, meaning he
23 frequently worked over 10 hours in a single day or shift. Despite this, Plaintiff was never provided the
24 opportunity to take a second meal period, nor was he given the opportunity to take a third rest period.
25 Defendants did not pay Plaintiff any premiums for not being able to take his second meal period or a third
26 rest break.

27 31. In fact, Defendants required Plaintiff and the other class members to sign off on a
28 prospective second meal period waiver at the start of their employment. This waiver purported to waive

1 all second meal periods from the very start of employment, meaning each second meal period was not
2 provided for each shift Plaintiff was entitled to one.

3 32. In addition, Defendants often required Plaintiff and the other class members to continue
4 working right past the start of the fifth hour of work. For instance, when Plaintiff started his 7 a.m. shift
5 (regardless of the rounding and off-the-clock issues), his supervisors, Gabe Orta and Ben Galindo, would
6 ask him to clock-out at 12 p.m. and continue working off-the-clock through his break so that Defendants
7 did not get penalized for not providing a meal period after the start of his fifth hour of work.

8 33. Plaintiff worked for Defendants for nearly four years experiencing these issues and
9 witnessed his fellow co-workers experiencing the same on a daily basis.

10 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
11 should have known that Plaintiff and the other class members were entitled to receive all meal periods or
12 payment of one additional hour of pay at Plaintiff's and the other class members' regular rate of pay when
13 a meal period was missed.

14 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
15 should have known that Plaintiff and the other class members were entitled to receive all rest periods or
16 payment of one additional hour of pay at Plaintiff's and the other class members' regular rate of pay when
17 a rest period was missed.

18 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
19 should have known that Plaintiff and the other class members were entitled to receive all wages owed to
20 them upon discharge or resignation.

21 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
22 should have known that Plaintiff and the other class members were entitled to receive complete and
23 accurate wage statements in accordance with California law.

24 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
25 should have known that they had a duty to compensate Plaintiff and the other class members pursuant to
26 California law, and that Defendants had the financial ability to pay such compensation, but willfully,
27 knowingly, and intentionally failed to do so, and falsely represented to Plaintiff and the other class
28 members that they were properly denied wages, all in order to increase Defendants' profits.

1 39. At all material times set forth herein, Defendants regularly and consistently failed to
2 compensate Plaintiff and the other class members for all hours worked.

3 40. At all material times set forth herein, Defendants failed to fully comply with the relevant
4 provision of the Labor Code and the IWC orders to pay overtime wages to Plaintiff and the other class
5 members.

6 41. At all material times set forth herein, Defendants failed to fully comply with the relevant
7 provision of the Labor Code and the IWC orders to provide uninterrupted meal and rest periods to Plaintiff
8 and the other class members.

9 42. At all material times set forth herein, Defendants regularly and consistently failed to
10 provide complete and accurate wage statements to Plaintiff and the other class members.

11 43. At all material times set forth herein, Defendants regularly and consistently failed to pay
12 Plaintiff and the other class members all wages owed to them upon discharge or resignation.

13 **CLASS ACTION ALLEGATIONS**

14 44. Plaintiff brings this action on her own behalf and on behalf of all other members of the
15 general public similarly situated, and thus, seeks class certification under Code of Civil Procedure section
16 382.

17 45. The proposed class is defined as follows:

18 All current and former hourly-paid or non-exempt California based
19 employees employed by Defendants within the State of California at any
20 time during the period from December 4, 2016 to final judgment.

21 46. Plaintiff reserves the right to establish subclasses as appropriate.

22 47. The class is ascertainable and there is a well-defined community of interest in the litigation:

23 a. The class members are so numerous that joinder of all class members is
24 impracticable. The membership of the entire class is unknown to Plaintiff at
25 this time; however, the class is estimated to be ninety-nine (99) individuals
26 or less and the identity of such membership is readily ascertainable by
27 inspection of Defendants' employment records.

28 b. Plaintiff's claims are typical of all other class members' as demonstrated

herein. Plaintiff will fairly and adequately protect the interests of the other class members with whom they have a well-defined community of interest.

c. Plaintiff will fairly and adequately protect the interests of each class member, with whom they have a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other class members. Plaintiff's attorneys, the proposed Class Counsel, are versed in the rules governing class action discovery, certification, settlement, and trial. Plaintiff has incurred, and during the pendency 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. A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all class members is impractical.

e. Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

48. There are common questions of law and fact as to the class members that predominate over questions affecting only individual members. The following common questions of law or fact, among others, exist as to the members of the class:

- a. Whether Defendants required Plaintiff and the other class members to work over eight (8) hours per day and failed to pay the legally required overtime compensation to Plaintiff and the other class members;
- b. Whether Plaintiff and the other class members did not receive wages for all time worked;

- c. Whether Defendants deprived Plaintiff and the other class members of meal periods or required Plaintiff and the other class members to work during meal periods without compensation;
- d. Whether Defendants deprived Plaintiff and the other class members of rest periods or required Plaintiff and the other class members to work during rest periods without compensation;
- e. Whether Defendants failed to pay all wages due to Plaintiff and the other class members within the required time upon their discharge or resignation;
- f. Whether Defendants complied with wage reporting as required by the California Labor Code; including, but not limited to, section 226;
- g. Whether Defendants' conduct was willful or reckless;
- h. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code sections 17200 et seq.;
- i. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- j. Whether Plaintiff and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

PAGA ALLEGATIONS

49. At all times herein set forth, PAGA was applicable to Plaintiff's employment by Defendants. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty to be assessed and collected by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

50. Pursuant to PAGA, 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.

51. Plaintiff was employed by Defendants and the alleged violations were committed against

1 him during his time of employment and he is therefore, an aggrieved employee. Plaintiff is an “aggrieved
2 employee” as defined by California Labor Code section 2699, subdivision (c).

3 52. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee,
4 including Plaintiff, may pursue a civil action arising under PAGA after the following requirements have
5 been met:

- 6 a. The aggrieved employee shall give written notice by certified mail (hereinafter
7 “Employee’s Notice”) to the LWDA and the employer of the specific provisions
8 of the California Labor Code alleged to have been violated, including the facts
9 and theories to support the alleged violations.
- 10 b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer
11 and the aggrieved employee by certified mail that it does not intend to investigate
12 the alleged violation within sixty (60) calendar days of the postmark date of the
13 Employee’s Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is
14 not provided within thirty-three (65) calendar days of the postmark date of the
15 Employee’s Notice, the aggrieved employee may commence a civil action
16 pursuant to California Labor Code section 2699 to recover civil penalties in
17 addition to any other penalties to which the employee may be entitled.

18 53. On December 4, 2020, Plaintiff provided written notice by certified mail to the LWDA
19 and to Defendants of the specific provisions of the California Labor Code alleged to have been violated,
20 including the facts and theories to support the alleged violations.

21 54. Plaintiff satisfied the administrative prerequisites under California Labor Code section
22 2699.3, subdivision (a), to recover civil penalties against Defendants in addition to other remedies, for
23 violations of California Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512(a), 558, 1174(d),
24 1197, and all applicable wage orders.

25 **FIRST CAUSE OF ACTION**

26 **(Violation of California Labor Code section 1198)**

27 **(Against Defendant INTERNATIONAL PAPER COMPANY and DOES 1 through 100)**

28 55. Plaintiff incorporates and re-alleges each paragraph above as though set forth herein.

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

5 57. Pursuant to California Labor Code section 1198, the maximum hours of work and the
6 standard conditions of labor fixed by the commission shall be the maximum hours of work and the
7 standard conditions of labor for employees. The employment of any employee for longer hours than those
8 fixed by the order or under conditions of labor prohibited by the order is unlawful.

9 58. Pursuant to the applicable IWC Wage Order, Plaintiff and the other class members are not
10 to be employed more than eight (8) hours in any one workday or more than six (6) days in any workweek
11 unless they receives one and one-half (1 1/2) times such employee's regular rate of pay for all hours
12 worked over eight (8) hours in any workday and for the first eight (8) hours on the seventh (7th) day of
13 work and double the employee's regular rate of pay for all hours worked over eight (8) on the seventh
14 (7th) day of work in the workweek.

15 59. During the relevant time period, Plaintiff and the other class members worked in excess of
16 eight (8) hours in a day and more than six (6) days in a workweek, but did not receive overtime pay.

17 60. During the relevant time period, Defendants intentionally and willfully failed to pay
18 overtime wages owed to Plaintiff and the other class members.

19 61. Defendants' failure to pay Plaintiff and the other class members overtime compensation,
20 as required by California laws, violates the provisions of California Labor Code section 1198, and is
21 therefore unlawful.

22 62. Pursuant to California Labor Code section 1194, subdivision (a), notwithstanding any
23 agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the
24 legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid
25 balance of the full amount of this minimum wage or overtime compensation, including interest thereon,
26 reasonable attorneys' fees, and costs of suit.

27 63. Pursuant to California Labor Code section 1194, Plaintiff and the other class members are
28 entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

(Violation of California Labor Code section 226.7)

(Against Defendant INTERNATIONAL PAPER COMPANY and DOES 1 through 100)

64. Plaintiff incorporates and re-alleges each paragraph above as though set forth herein.

65. At all relevant times, the IWC Order and California Labor Code section 226.7, subdivision (a) was applicable to Plaintiff's and the other class members' employment by Defendants.

66. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

67. At all relevant times, the applicable IWC Wage Order provides that an employer may not require, cause or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

68. During the relevant time period, Plaintiff and the other class members who were scheduled to work for a period of time no longer than six (6) hours, and who did not waive their legally-mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

69. During the relevant time period, Plaintiff and the other class members who were scheduled to work for a period of time in excess of six (6) hours were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

70. During the relevant time period, Defendants intentionally and willfully required Plaintiff and the other class members to work during meal periods and failed to compensate Plaintiff and the other class members the full meal period premium for work performed during meal periods.

71. During the relevant time period, Defendants failed to pay Plaintiff and the other class members the full meal period premium due pursuant to California Labor Code section 226.7.

72. Defendants' conduct violates applicable IWC Wage Order and California Labor Code section 226.7.

73. Pursuant to applicable IWC Wage Order and California Labor Code section 226.7 subdivision (b), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each work day that the meal period was not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code section 226.7)

(Against Defendant INTERNATIONAL PAPER COMPANY and DOES 1 through 100)

74. Plaintiff incorporates and re-alleges each paragraph above as though set forth herein.

75. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiff's and the other class members' employment by Defendants.

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

77. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period 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 (3 1/2) hours.

78. During the relevant time period, Defendants required Plaintiff and other class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

79. During the relevant time period, Defendants willfully required Plaintiff and the other class members to work during rest periods and failed to pay Plaintiff and the other class members the full rest period premium for work performed during rest periods.

80. During the relevant time period, Defendants failed to pay Plaintiff and the other class members the full rest period premium due pursuant to California Labor Code section 226.7.

81. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

82. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7, subdivision (b), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each work day that the rest period was not provided.

FOURTH CAUSE OF ACTION

(Violation of California Labor Code sections 1194, 1197, and 1197.1)

(Against Defendant INTERNATIONAL PAPER COMPANY and DOES 1 through 100)

83. Plaintiff incorporates and re-alleges each paragraph above as though set forth herein.

84. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

85. During the relevant time period, Defendants regularly failed to pay minimum wage to Plaintiff and the other class members as required, pursuant to California Labor Code sections 1194, 1197, and 1197.1.

86. Defendants' failure to pay Plaintiff and the other class members the minimum wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections Plaintiff and the other class members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

87. Pursuant to California Labor Code section 1197.1, Plaintiff and the other class members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each employee minimum wages.

88. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

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FIFTH CAUSE OF ACTION

(Violation of California Labor Code sections 201 and 202)

(Against Defendant INTERNATIONAL PAPER COMPANY and DOES 1 through 100)

89. Plaintiff incorporates and re-alleges each paragraph above as though set forth herein.

90. Pursuant to California Labor Code sections 201 and 202, if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours 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.

91. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the other class members their wages, earned and unpaid, within seventy-two (72) hours of Plaintiff and the other class members leaving Defendants' employ.

92. Defendants' failure to pay Plaintiff and the other class members their wages, earned and unpaid, within seventy-two (72) hours of them leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

93. Pursuant to California Labor Code section 203, if an employer willfully fails to pay, without abatement or reduction, in accordance with sections 201 and 202, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

94. Plaintiff and the other class members are entitled to recover the statutory penalty for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to California Labor Code section 203.

SIXTH CAUSE OF ACTION

(Violation of California Labor Code section 226, subdivision (a))

(Against Defendant INTERNATIONAL PAPER COMPANY and DOES 1 through 100)

95. Plaintiff incorporates and re-alleges each paragraph above as though set forth herein.

96. Pursuant to California Labor Code section 226, subdivision (a), every employer shall

furnish each of his or her employees an accurate itemized statement in writing showing: (1) gross wages earned; (2) total hours worked by the employee; (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; (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. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

97. Defendants intentionally and willfully failed to provide Plaintiff and the other class members with complete and accurate wage statements. The deficiencies included one or more of the following: the failure to include the correct total number of hours worked by Plaintiff and the other class members and the failure to include the correct hourly rate.

98. As a result of Defendants' violation of California Labor Code section 226, subdivision (a), Plaintiff and the other class members experienced actual injury because it: (1) resulted in the non-payment of wages; (2) deprived Plaintiff and the other class members of the information necessary to identify discrepancies in Defendant's reported data; (3) created confusion over whether they received all wages owed to them; (4) created difficulty and expense involved in reconstructing pay records; and (5) forced Plaintiff and the other class member to make mathematical computations to analyze whether the wages paid in fact properly compensated them.

SEVENTH CAUSE OF ACTION

(Violation of California Business & Professions Code sections 17200 et seq.)

(Against Defendant INTERNATIONAL PAPER COMPANY and DOES 1 through 100)

99. Plaintiff incorporates and re-alleges each paragraph above as though set forth herein.

100. Defendants' conduct, as alleged in this Complaint, has been, and continues to be, unfair, unlawful and harmful to Plaintiff and the other class members, and Defendants' competitors. Accordingly,

1 Plaintiff and the other class members seek to enforce important rights affecting the public interest within
2 the meaning of Code of Civil Procedure section 1021.5.

3 101. Defendants' activities as alleged herein are violations of California law, and constitute
4 unlawful business acts and practices in violation of California Business & Professions Code sections
5 17200, et seq.

6 102. A violation of California Business & Professions Code sections 17200, et seq. may be
7 predicated on the violation of any state or federal law.

8 **Failure to Pay Overtime**

9 103. Defendants' failure to pay overtime in violation of the Wage Orders and California Labor
10 Code section 1198, as alleged above, constitutes unlawful and/or unfair activity prohibited by California
11 Business & Professions Code section 17200, et seq.

12 **Failing to Provide Meal Periods**

13 104. Defendants' failure to provide legally required meal periods in violation of the Wage
14 Orders and California Labor Code section 226.7, as alleged above, constitutes unlawful and/or unfair
15 activity prohibited by California Business & Professions Code sections 17200, et seq.

16 **Failure to Provide Rest Periods**

17 105. Defendants' failure to provide legally required rest periods in violation of the Wage Orders
18 and California Labor Code section 226.7, as alleged above, constitutes unlawful and/or unfair activity
19 prohibited by California Business & Professions Code section 17200, et seq.

20 **Failure to Pay Minimum Wages**

21 106. Defendants' failure to pay minimum wages in violation of the Wage Orders and California
22 Labor Code sections 1194, 1197 and 1197.1, as alleged above, constitutes unlawful and/or unfair activity
23 prohibited by California Business & Professions Code sections 17200, et seq.

24 **Failure to Timely Pay Wages Upon Termination**

25 107. Defendants' failure to timely pay wages upon termination in violation of California Labor
26 Code sections 201 and 202, as alleged above, constitutes unlawful and/or unfair activity prohibited by
27 California Business & Professions Code sections 17200, et seq.

28 ////

Failure to Timely Pay Wages During Employment

108. Defendants' failure to timely pay wages during employment in violation of California Labor Code section 204, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code sections 17200, et seq.

Failure to Provide Compliant Wage Statements

109. Defendants' failure to provide compliant wage statements in violation of California Labor Code section 226, subdivision (a), as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code sections 17200, et seq.

Failure to Keep Complete and Accurate Payroll Records

110. Defendants' failure to keep complete and accurate payroll records in violation of California Labor Code section 1174, subdivision (d), as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code sections 17200, et seq.

EIGHTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2698, et seq.)

(Against Defendant INTERNATIONAL PAPER COMPANY and DOES 1 through 100)

111. Plaintiff incorporates and re-alleges each paragraph above as though set forth herein.

112. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

113. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

114. Plaintiff and the other non-exempt or hourly employees are "aggrieved employees" as defined by California Labor Code section 2699, subdivision (c) in that they are all current or former employees of Defendants, and one or more of the alleged violations was committed against them.

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Failure to Pay Overtime

115. California Labor Code sections 510 and 1198 and the applicable wage order require employers to pay their employees overtime compensation equal to one and one-half times their regular rate of pay for all hours worked in excess of eight hours in one day and/or over 40 hours in a week.

116. Defendants do not pay Plaintiff and the other aggrieved employees overtime compensation when they worked in excess of eight hours in one day and/or over 40 hours in a week as alleged above.

Failing to Provide Meal Periods

117. California Labor Code sections 226.7 and 512 and the applicable wage order require employers to pay their employees one additional hour of pay at the employee's regular rate of pay for each workday that a meal period is not provided when it should have been.

118. Defendants do not provide Plaintiff and the other aggrieved employees with meal periods when it should have, nor does it pay them premium pay as alleged above.

Failure to Provide Rest Periods

119. California Labor Code sections 226.7 and 512 and the applicable wage order require employers to pay their employees one additional hour of pay at the employee's regular rate of pay for each workday that a rest break is not provided when it should have been.

120. Defendants do not provide Plaintiff and the other aggrieved employees with rest breaks when it should have, nor does it pay them premium pay as alleged above.

Failure to Pay Minimum Wages

121. California Labor Code sections 1194, 1197, and 1197.1 and the applicable wage order require employers to pay their employees at least the minimum wage for each hour worked.

122. Defendants do not pay Plaintiff and the other aggrieved employees the minimum wage for each hour they worked as alleged above.

Failure to Timely Pay Wages Upon Termination

123. California Labor Code sections 201, 202, and 203 and the applicable wage order 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

1 her wages shall become due and payable not later than seventy-two hours thereafter, unless the employee
2 has given seventy-two hours previous notice of his or her intention to quit, in which case the employee
3 is entitled to his or her wages at the time of quitting.

4 124. As explained above, Defendants failed to pay Plaintiff and the other aggrieved minimum
5 wage for each hour of work they performed, failed to pay them overtime when they worked in excess
6 of eight hours in one day and/or over 40 hours in a week, and failed to pay them one additional hour of
7 pay at their regular rate of pay when they were not provided meal periods and rest breaks. Accordingly,
8 these wages are not timely paid to Plaintiff and the other aggrieved employees upon their discharge or
9 termination.

10 **Failure to Timely Pay Wages During Employment**

11 125. California Labor Code section 204 and the applicable wage order require that all wages
12 earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar
13 month, other than those wages due upon termination of an employee, are due and payable between the
14 16th and the 26th day of the month during which the labor was performed, and that all wages earned by
15 any person in any employment between the 16th and the last day, inclusive, of any calendar month,
16 other than those wages due upon termination of an employee, are due and payable between the 1st and
17 the 10th day of the following month. Labor Code section 204 also requires that all wages earned for
18 labor in excess of the normal work period shall be paid no later than the payday for the next regular
19 payroll period.

20 126. As explained above, Defendants failed to pay Plaintiff and the other aggrieved employees
21 minimum wage for each hour of work they performed, failed to pay them overtime when they worked
22 in excess of eight hours in one day and/or over 40 hours in a week, and failed to pay them one additional
23 hour of pay at their regular rate of pay when they were not provided meal periods and rest breaks.
24 Accordingly, these wages are not timely paid Plaintiff and the other aggrieved employees during their
25 employment.

26 **Failure to Provide Compliant Wage Statements**

27 127. California Labor Code section 226 and the applicable wage order require employers to
28 make, keep, and provide true, accurate, timely, and complete wage statement.

128. Defendants do not provide Plaintiff and the other aggrieved employees with true, accurate, timely, and complete wage statements as alleged above.

Failure to Keep Complete and Accurate Payroll Records

129. California Labor Code section 1174, subdivision (d) requires employers to keep complete and accurate payroll records.

130. Defendants do not keep complete and accurate payroll records for Plaintiff and the other aggrieved employees as alleged above.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all other members of the general public similarly situated and aggrieved employees, jointly and severally, prays for relief as follows:

Class Certification

1. That this action be certified as a class action;
2. That Plaintiff be appointed as the representative of the Class;
3. That counsel for Plaintiff be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel, immediately upon its appointment, the names and most current contact information (address and telephone numbers) of all class members.

As to the First Cause of Action

5. That the court declare, adjudge, and decree that Defendants violated California Labor Code section 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiff and the other class members;

6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

8. For reasonable attorneys' fees and costs of suit incurred herein; and

9. For such other and further relief as the court may deem just and proper.

As to the Second Cause of Action

10. That the court declare, adjudge, and decree that Defendants violated California Labor Code

section 226.7 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and the other class members;

11. That the court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

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

13. For premium wages pursuant to California Labor Code section 226.7, subdivision (b);

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

15. For reasonable attorneys' fees and costs of suit incurred herein; and

16. For such other and further relief as the court may deem just and proper.

As to the Third Cause of Action

17. That the court declare, adjudge, and decree that Defendant violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the other class members;

18. That the court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

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

20. For premium wages pursuant to California Labor Code section 226.7, subdivision (b);

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

22. For reasonable attorneys' fees and costs of suit incurred herein; and

23. For such other and further relief as the court may deem just and proper.

As to the Fourth Cause of Action

24. That the court declare, adjudge, and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the other class members;

25. For general unpaid wages and such general and special damages as may be appropriate;

26. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiff and the other class members in the amount as may be established according to proof at trial;

27. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

28. For reasonable attorneys' fees and costs of suit incurred herein; and

29. For liquidated damages pursuant to California Labor Code section 1194.2; and

30. For such other and further relief as the court may deem just and proper.

As to the Fifth Cause of Action

31. That the court declare, adjudge, and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of the other class members no longer employed by Defendants;

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

33. For statutory wage penalties pursuant to California Labor Code section 203 for the other class members who have left Defendants' employ;

34. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

35. For reasonable attorneys' fees and costs of suit incurred herein; and

36. For such other and further relief as the court may deem just and proper.

As to the Sixth Cause of Action

37. That the court declare, adjudge, and decree that Defendants violated the record keeping provisions of California Labor Code section 226, subdivision (a) and applicable IWC Wage Orders as to Plaintiff and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

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

39. For statutory penalties pursuant to California Labor Code section 226, subdivision (e);

40. For reasonable attorneys' fees and costs of suit incurred herein; and

41. For such other and further relief as the court may deem just and proper.

As to the Seventh Cause of Action

42. That the court decree, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, et seq.

43. For restitution of unpaid wages to Plaintiff and all the other class members and all pre-judgment interest from the day such amounts were due and payable;

44. 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 violation of California Business and Professions Code sections 17200, et seq.;

45. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, et seq.; and

46. For reasonable attorneys' fees and costs of suit incurred herein; and

47. For such other and further relief as the court may deem just and proper.

As to the Eighth Cause of Action

48. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on behalf of all aggrieved employees, requests and is entitled to recover from Defendants and each of them, unpaid wages and/or untimely wages according to proof, interest, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all statutory penalties against Defendants, and each of them, including but not limited to:

a. Penalties under California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;

b. Penalties under California Code of Regulations Title 8 section 11070 in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;

c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each

subsequent violation; and

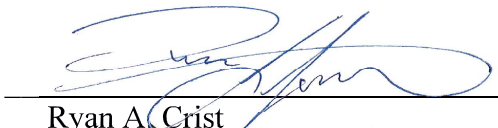
d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes.

49. Pursuant to California Labor Code section 2699, subdivision (i), civil penalties recovered by aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor and Workforce Development Agency for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five percent (25%) to the aggrieved employees.

50. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 2699, 218.5, and 210 and any other applicable statute.

Date: February 17, 2021

PARRIS LAW FIRM

By: 

Ryan A. Crist
Attorneys for Plaintiff,
the Putative Class, and the
Aggrieved Employees

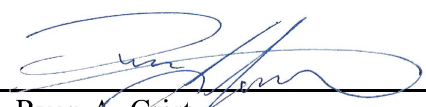
DEMAND FOR JURY TRIAL

Plaintiff, individually and on behalf of other members of the general public similarly situated and aggrieved employees, hereby demands a trial by a jury.

Date: February 17, 2021

PARRIS LAW FIRM

By: _____


Ryan A. Crist
Attorneys for Plaintiff,
the Putative Class, and the
Aggrieved Employees