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Attorneys for Plaintiff STEVEN M. SALAZAR,
on behalf of himself and current and former aggrieved employees,

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MADERA

STEVEN M. SALAZAR, on behalf of himself
and current and former aggrieved employees,

Plaintiff,

vs.

GEORGIA-PACIFIC CORRUGATED LLC;
and DOES 1 to 100, inclusive,

Defendants.

Case No.: **MOV090050**

PAGA ACTION

**PLAINTIFF STEVEN M. SALAZAR'S
COMPLAINT FOR:**

- CIVIL PENALTIES PURSUANT
TO THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004
("PAGA"), LABOR CODE
SECTIONS 2698, ET SEQ.**

COMES NOW Plaintiff STEVEN M. SALAZAR ("Plaintiff"), who alleges and
complains against Defendants GEORGIA-PACIFIC CORRUGATED LLC; and DOES 1 to 100,
inclusive (collectively, "Defendants") as follows:

I. INTRODUCTION

1. This is a Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*
("PAGA") representative action brought by Plaintiff on behalf of the State of California, himself
and other current and former aggrieved employees of Defendants who worked as hourly non-
exempt employees in California during the relevant time period seeking civil penalties associated
with Defendants' violation of the Labor Code based on Defendants' failure to pay wages for all

1 hours worked at minimum wage and all overtime hours worked at the overtime rate of pay; failure
2 to authorize or permit all legally required and/or compliant meal breaks or pay meal break
3 premium wages; failure to pay wages for accrued paid sick time at the regular rate of pay; failure
4 to timely pay earned wages during employment; failure to pay statutory penalties for failure to
5 provide accurate wage statements; statutory waiting time penalties in the form of continuation
6 wages for failure to timely pay employees all wages due upon separation of employment. Plaintiff
7 seeks on a representative basis, following notice to the Labor and Workforce Development
8 Agency, civil penalties, reasonable attorneys' fees pursuant to Labor Code section 2699(g)(1) and
9 costs brought on behalf of Plaintiff, the State of California, and others aggrieved.

10 **II. JURISDICTION AND VENUE**

11 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
12 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
13 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
14 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
15 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
16 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
17 aggrieved California-based hourly non-exempt employees occurred in locations throughout
18 California, including but not limited to Madera County, at 24600 Avenue 13, Madera, CA 93697.

19 3. In response to the COVID-19 pandemic, the Judicial Council of California enacted
20 Emergency Rule 9 to the California Rules of Court, which provided that, notwithstanding any
21 other law, the statutes of limitations and repose for civil causes of action that exceed 180 days are
22 tolled from April 6, 2020, until October 1, 2020.

23 **III. PARTIES**

24 4. Plaintiff brings this action as a representative of the Labor and Workforce
25 Development Agency on behalf of himself and other current and former employees subject to
26 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
27 filed include current, former and/or future employees of Defendants who work, worked, or will
28 work for Defendants as direct employees as well as temporary employees employed through temp

1 agencies as hourly non-exempt employees in California. At all times mentioned herein, the
2 currently named Plaintiff is and was domiciled and a resident and citizen of California and was
3 employed by Defendants in an hourly position at Defendants' location in Madera from
4 approximately November 30, 2021, until on or about June 8, 2022.

5 5. Plaintiff is informed and believes and thereon alleges that Defendant GEORGIA-
6 PACIFIC CORRUGATED LLC is authorized to do business within the State of California and is
7 doing business in the State of California and/or that Defendants DOES 1-50 are, and at all times
8 relevant hereto were persons acting on behalf of Defendant GEORGIA-PACIFIC
9 CORRUGATED LLC in the establishment of, or ratification of, the aforementioned illegal wage
10 and hour practices or policies. Defendant GEORGIA-PACIFIC CORRUGATED LLC operates in
11 MADERA County and employed Plaintiff and aggrieved employees in Madera County, including
12 but not limited to, at 24600 Avenue 13, Madera, CA 93697.

13 6. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
14 through 50 are corporations, or are other business entities or organizations of a nature unknown to
15 Plaintiff that employed Plaintiff and aggrieved California non-exempt employees, permitted
16 Plaintiff and aggrieved employees to work, and exercised control over the wages, hours and
17 working conditions of employment of Plaintiff and aggrieved employees.

18 7. Plaintiff is informed and believes and thereon alleges that Defendants DOES 51
19 through 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued
20 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,
21 supervisor, independent contractor and/or employee of each defendant who violated or caused to
22 be violated the minimum wage and overtime provisions of the Labor Code and/or any provision of
23 the Industrial Welfare Commission's wage orders regulating hours and days of work.

24 8. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff
25 sues said defendants by said fictitious names, and will amend this complaint when the true names
26 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as
27 permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously
28 named defendants is in some manner responsible for the events and allegations set forth in this

1 complaint.

2 9. Plaintiff makes the allegations in this complaint without any admission that, as to
3 any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and
4 Plaintiff reserves all of Plaintiff's right to plead in the alternative.

5 **FIRST CAUSE OF ACTION**

6 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
7 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

8 **(Against all Defendants by Plaintiff)**

9 10. Plaintiff incorporates all paragraphs above as though fully set forth herein.

10 11. Plaintiff alleges Defendants violated Labor Code sections 201, 202, 203, 204, 226,
11 226.7, 246, 510, 512, 1194, 1197 and the applicable Wage Orders.

12 12. Specifically, Defendants have committed the following violations of California
13 Labor Code:

14 13. **Failure to pay wages for all hours worked at the legal minimum wage:**
15 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
16 employees. In California, an employer is required to pay hourly employees for all "hours worked,"
17 which includes all time that an employee is under control of the employer and all time the
18 employee is suffered and permitted to work. This includes the time an employee spends, either
19 directly or indirectly, performing services which inure to the benefit of the employer.

20 14. Labor Code sections 1194 and 1197 require an employer to compensate employees
21 for all "hours worked" at least at a minimum wage rate of pay as established by the IWC and the
22 Wage Orders.

23 15. In this case, Plaintiff and other current and former aggrieved California-based
24 hourly non-exempt employees worked more minutes per shift than Defendants credited them with
25 having worked. Specifically, Defendants failed to pay Plaintiff and other current and former
26 aggrieved California-based hourly non-exempt employees all wages at the applicable minimum
27 wage for all hours worked due to Defendants' policies, practices, and/or procedures including, but
28 not limited to:

1 (a) Requiring Plaintiff and other current and former aggrieved California-based
2 hourly non-exempt employees to don uniforms and personal protective equipment (“PPE”) prior
3 to clocking in for the start of their shift and doff their uniforms and PPE after clocking out for the
4 end of their shift.

5 16. Plaintiff and other current and former aggrieved California-based hourly non-
6 exempt employees were not paid for this time resulting in Defendants’ failure to pay minimum
7 wage for all the hours Plaintiff and other current and former aggrieved California-based hourly
8 non-exempt employees worked.

9 17. Therefore, Defendants suffered, permitted, and required Plaintiff and other current
10 and former aggrieved California-based hourly non-exempt employees to be subject to Defendants’
11 control without paying wages for that time. This resulted in Plaintiff and other current and former
12 aggrieved California-based hourly non-exempt employees working time for which they were not
13 compensated any wages, in violation of Labor Code sections 1194 and 1197 and the applicable
14 Wage Order.

15 18. **Failure to pay wages for overtime hours worked at the overtime rate of pay:**
16 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
17 employees. In California, an employer is required to pay hourly employees for all “hours worked,”
18 which includes all time that an employee is under control of the employer and all time the
19 employee is suffered and permitted to work. This includes the time an employee spends, either
20 directly or indirectly, performing services that inure to the benefit of the employer.’

21 19. Labor Code sections 510 and 1194 require an employer to compensate employees a
22 higher rate of pay for hours worked in excess of eight (8) hours in a workday, in excess of forty
23 (40) hours in a workweek, and on any seventh consecutive day of work in a workweek:

24 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40)
25 hours in any one (1) workweek, and the first eight (8) hours worked on the seventh day of
26 work in any one (1) workweek, shall be compensated at the rate of no less than one-and-
27 one-half (1.5) times the regular rate of pay for an employee. Any work in excess of twelve
28 (12) hours in one (1) day shall be compensated at the rate of no less than twice the regular
rate of pay for an employee. In addition, any work in excess of eight (8) hours on any
seventh day of a workweek shall be compensated at the rate of no less than twice the
regular rate of pay of an employee.

1 Labor Code section 510.

2 20. Overtime is based upon an employee's regular rate of pay. "The regular rate at
3 which an employee is employed shall be deemed to include all remuneration for employment paid
4 to, or on behalf, of the employee." See Division of Labor Standards Enforcement – Enforcement
5 Policies and Interpretations Manual, Section 49.1.2.

6 21. In this case, Defendants failed to pay Plaintiff and other current and former
7 aggrieved California-based hourly non-exempt employees overtime wages for all overtime hours
8 worked due to Defendants' policies, practices, and/or procedures including, but not limited to:

9 (a) Requiring Plaintiff and other current and former aggrieved California-based
10 hourly non-exempt employees to don uniforms and personal protective equipment ("PPE") prior
11 to clocking in for the start of their shift and doff their uniforms and PPE after clocking out for the
12 end of their shift.

13 22. Additionally, Plaintiff alleges, that when he and other current and former aggrieved
14 California-based hourly non-exempt employees earned overtime wages, Defendants failed to pay
15 them overtime wages at the proper overtime rate of pay due to Defendants' failure to include all
16 remuneration when calculating the overtime rate of pay. Specifically, Defendants maintained a
17 policy, practice, and/or procedure of failing to include all remuneration such as "shift differential
18 pay," for example, when calculating Plaintiff's and other current and former aggrieved California-
19 based hourly non-exempt employees' regular rate of pay for the purpose of paying overtime
20 wages.

21 23. The foregoing policies, practices, and/or procedures resulted in time during each
22 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt
23 employees were under the control of Defendants but were not compensated. To the extent that the
24 foregoing uncompensated time occurred when Plaintiff and other current and former aggrieved
25 California-based hourly non-exempt employees worked more than eight (8) hours in a workday,
26 more than forty (40) hours in a workweek, and/or seven (7) days in a workweek, Defendants failed
27 to pay them at their overtime rate of pay and/or overtime wages at the proper overtime rate, for
28 overtime hours worked, in violation of Labor Code sections 510 and 1194 and the applicable

1 Wage Order.

2 24. **Failure to pay wages to hourly non-exempt employees for workdays that**
3 **Defendants failed to provide legally required and compliant meal periods:** Plaintiff and other
4 current and former aggrieved California-based hourly non-exempt employees regularly worked
5 shifts of more than five (5) hours in length and shifts of more than ten (10) hours in length.

6 25. California law requires an employer to authorize or permit an employee an
7 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
8 all duties and the employer relinquishes control over the employee's activities prior to the
9 employee's sixth hour of work. Labor Code sections 226.7, 512; Wage Orders at §11; *Brinker*
10 *Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an
11 employee for a work period of more than ten (10) hours per day without providing the employee
12 with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh
13 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period
14 shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal
15 period is only permitted when: (1) the nature of the work prevents an employee from being
16 relieved of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

17 26. If an employer fails to provide an employee a meal period in accordance with the
18 law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay
19 for each workday that a legally required and compliant meal period was not provided. Labor Code
20 section 226.7; Wage Orders at §11.

21 27. In this case, Defendants failed to authorize or permit legally required and compliant
22 meal periods to Plaintiff and other current and former aggrieved California-based hourly non-
23 exempt employees due to Defendants' policies, practices, and/or procedures, including but not
24 limited to:

25 (a) Failing to provide Plaintiff and other current and former aggrieved California-based
26 hourly non-exempt employees timely, uninterrupted, duty-free meal breaks of at least thirty (30)
27 minutes when they worked more than five (5) hours.

28 28. Additionally, Defendants failed to pay Plaintiff and other current and former

1 aggrieved California-based hourly non-exempt employees a meal period premium wage of one (1)
2 additional hour of pay at their regular rate of compensation for each workday the employees did
3 not receive all legally required and compliant meal periods. Defendants employed policies and
4 procedures which ensured that employees did not receive any meal period premium wages to
5 compensate them for workdays in which they did not receive all legally required and compliant
6 meal periods.

7 29. Finally, on occasions when Defendants paid Plaintiff and other current and former
8 aggrieved California-based hourly non-exempt employees a “premium” wage for late, missed,
9 short, on-premise, on-duty, and/or interrupted meal periods, Defendants failed to pay the one (1)
10 additional hour of pay at Plaintiff’s and other current and former aggrieved California-based
11 hourly non-exempt employees’ regular rate of compensation. Specifically, Defendants maintained
12 a policy, practice, and/or procedure of failing to include all remuneration such as “shift differential
13 pay,” for example, when calculating Plaintiff’s other current and former aggrieved California-
14 based hourly non-exempt employees’ regular rate of pay for the purpose of paying meal period
15 premium wages.

16 30. Defendants’ foregoing policies, practices, and/or procedures resulted in Plaintiff
17 and other current and former aggrieved California-based hourly non-exempt employees not
18 receiving wages to compensate them for workdays during which Defendants did not provide them
19 with meal periods in compliance with California law.

20 31. **Failure to pay wages for accrued paid sick days at the regular rate of pay:**
21 Defendants had a policy and/or procedure where Plaintiff and other current and former aggrieved
22 California-based hourly non-exempt employees accrued paid sick time.

23 32. Labor Code section 246, subdivision (a), states in relevant part “[a]n employee
24 who...works in California for the same employer for 30 or more days within a year from the
25 commencement of employment is entitled to paid sick days.” Additionally, an employee accrues
26 paid sick days at the rate of no-less-than one (1) hour per every thirty (30) hours worked,
27 beginning at the commencement of employment. Labor Code section 246(b).

28 33. Here, Plaintiff and other current and former aggrieved California-based hourly non-

1 exempt employees were employed by Defendants for 30 or more days and were entitled to paid
2 sick days. Also, Plaintiff and other current and former aggrieved California-based hourly non-
3 exempt employees began accruing paid sick days since the beginning of each of their respective
4 employment with Defendants.

5 34. Labor Code section 246, subdivision (l), provides that an employer shall calculate
6 the paid sick time for non-exempt employees in the same manner as the regular rate of pay for the
7 workweek in which the employee elected to use paid sick time. “The regular rate at which an
8 employee is employed shall be deemed to include all remuneration for employment paid to, or on
9 behalf, of the employee.” See Division of Labor Standards Enforcement – Enforcement Policies
10 and Interpretations Manual, Section 49.1.2.

11 35. In this case, Plaintiff alleges that when he and other current and former aggrieved
12 California-based hourly non-exempt employees elected to use paid sick time, Defendants failed to
13 pay them sick time wages at the proper sick time rate of pay due to Defendants’ failure to include
14 all remuneration when calculating the sick time rate of pay. Specifically, Defendants maintained a
15 policy, practice, and/or procedure of failing to include all remuneration such as “shift differential
16 pay,” for example, when calculating Plaintiff’s and other current and former aggrieved California-
17 based hourly non-exempt employees’ regular rate of pay for the purpose of paying sick time.

18 36. Defendants’ foregoing policy, practice, and/or procedure resulted in Defendants
19 failing to pay Plaintiff and other current and former aggrieved California-based hourly non-exempt
20 employees at their sick time regular rate of pay for all sick time accrued, in violation of Labor
21 Code section 246.

22 37. **Failure to timely pay earned wages during employment:** In California, wages
23 must be paid at least twice during each calendar month on days designated in advance by the
24 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages
25 earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the
26 16th and the 26th day of that month and wages earned between the 16th and the last day,
27 inclusive, of any calendar month must be paid between the 1st and 10th day of the following
28 month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be

1 paid within seven (7) calendar days following the close of the payroll period in which wages were
2 earned. Labor Code section 204(d).

3 38. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed
4 to timely pay Plaintiff's and other current and former aggrieved California-based hourly non-
5 exempt employees' earned wages (including minimum wages, overtime wages, and/or meal period
6 premium wages), in violation of Labor Code section 204. Defendants' aforementioned policies,
7 practices, and/or procedures resulted in their failure to pay Plaintiff's and other current and former
8 aggrieved California-based hourly non-exempt employees' their earned wages within the
9 applicable time frames outlined in Labor Code section 204.

10 39. **Failure to provide complete and accurate wage statements:** Labor Code section
11 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an
12 employee his or her wages, the employer must "furnish each of his or her employees ... an
13 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the
14 employee, except for any employee whose compensation is solely based on a salary and who is
15 exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of
16 the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable
17 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that all
18 deductions made on written orders of the employee may be aggregated and shown as one item, (5)
19 net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7) the
20 name of the employee and his or her social security number, (8) the name and address of the legal
21 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
22 the corresponding number of hours worked at each hourly rate by the employee."

23 40. As a derivative of Plaintiff's allegations above, Defendants' failure to pay Plaintiff
24 and other current and former aggrieved California-based hourly non-exempt employees all wages
25 earned (including minimum wages, overtime wages, and/or meal period premium wages),
26 rendered Plaintiff's and other current and former aggrieved California-based hourly non-exempt
27 employees' wage statements inaccurate, in violation of Labor Code section 226.

28 41. **Failure to pay employees all wages due at time of termination/resignation:** An

1 employer is required to pay all unpaid wages timely after an employee's employment ends. The
2 wages are due immediately upon termination (Labor Code section 201) or within seventy-two (72)
3 hours of resignation (Labor Code section 202).

4 42. As a derivative of Plaintiff's allegations above, because Defendants failed to pay
5 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees
6 all their earned wages (including minimum wages, overtime wages, and/or meal period premium
7 wages), Defendants failed to pay those employees timely after each employee's termination and/or
8 resignation, in violation of Labor Code sections 201, 202, and 203.

9 43. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved
10 employee, on behalf of himself or herself and other current or former employees, to bring a civil
11 action to recover civil penalties against all Defendants pursuant to the procedures specified in
12 Labor Code section 2699.3.

13 44. Plaintiff has complied with the procedures for bringing suit specified in Labor
14 Code section 2699.3. On May 30, 2020, Plaintiff filed a PAGA Claim Notice with the LWDA and
15 provided notice to Defendants by certified mail which provided notice of the specific provisions of
16 the Labor Code alleged to have been violated, including the facts and theories to support the
17 violations alleged.

18 45. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
19 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
20 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
21 parties notice within 60 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends
22 to investigate Plaintiff's claims.

23 46. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
24 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 226, 226.7, 246,
25 510, 512, 1194, 1197, in the following amounts:

26 a. For violations of Labor Code sections 201, 202, 203, 204, 226.7, and 512;
27 one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation
28 and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent

violation [penalty amounts established by Labor Code section 2699(f)(2)].

b. For violations of Labor Code section 226, two hundred fifty dollars (\$250) for each employee for each pay period for the initial violation, and for each subsequent violation, one thousand dollars (\$1000) for each underpaid employee for each pay period [penalty amounts established by Labor Code section 226.3].

c. For violations of Labor Code section 510, fifty dollars (\$50) for each employee for each pay period for the initial violation, and for each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period [penalty amounts established by Labor Code section 558].

d. For violations of Labor Code section 1194 and 1197, one hundred dollars (\$100) for each underpaid employee for each pay period for the initial violation, and for each subsequent violation, two hundred fifty dollars (\$250) for each underpaid employee for each pay period [penalty amounts established by Labor Code section 1197.1].

47. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of reasonable attorneys' fees and costs in connection with his claims for civil penalties.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF, ON BEHALF OF HIMSELF AND ON OTHER AGGRIEVED EMPLOYEES, PRAYS AS FOLLOWS:

ON THE FIRST CAUSE OF ACTION:

1. That Defendants be found to have violated the provisions of the Labor Code and the IWC Wages Orders as to the Plaintiff and aggrieved employees;

2. For any and all legally applicable penalties during the relevant statute of limitations subject to any permissible tolling, including but not limited to those recoverable under the California Labor Code, including but not limited to section 2699(f);

3. For attorneys' fees and costs of suit, including but not limited to those recoverable under California Labor Code section 2699(g); and

4. For such and other further relief, in law and/or equity, as the Court deems just or appropriate

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Dated: August 4, 2023

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

By: 

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STEVEN M. SALAZAR, on behalf of
himself and current and former aggrieved
employees