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Cristian Perez Ruiz

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

CRISTIAN PEREZ RUIZ, on behalf of
himself, all others similarly situated, and all
aggrieved employees,

Plaintiff,

v.

BOISE CASCADE COMPANY; and DOES 1
through 10, inclusive,

Defendants.

Case No: 24CV069044

*Assigned for all purposes to the Hon. Somnath
Raj Chatterjee, Dept. 21*

CLASS ACTION

**DECLARATION OF ERIC A. GROVER IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT**

Date: June 3, 2025
Time: 2:30 p.m.
Dept: 21

Reservation ID: 942858514320

Complaint filed: March 25, 2024
Trial Date: TBD

1 I, ERIC A. GROVER, declare as follows:

2 1. I am an attorney duly admitted to the practice of law in the State of California. I
3 am a partner in the law firm Keller Grover LLP, counsel for Plaintiff Cristian Perez Ruiz, and
4 proposed Class Counsel in this action. I have personal knowledge of the facts stated herein and,
5 if called as a witness, I could and would testify competently to the facts set forth below.

6 **Class Counsel's Experience:**

7 2. Between September 1988 and October 2005, I was first an associate and then a
8 shareholder in the firm Littler Mendelson, P.C. Littler is the largest law firm in the United
9 States specializing in labor and employment law. During my 17 years at Littler, I practiced
10 extensively in all areas of labor and employment law, including wage and hour law and class
11 action defense. I also have extensive litigation experience, including numerous arbitrations and
12 trying several cases to verdict in state and federal courts.

13 3. While at Littler, I worked on many class action matters. The following is a list of
14 various class action matters for which I was the lead or co-lead defense attorney:

- 15 a. *DLSE v. UI Video* (Blockbuster) (Alameda County) (Failure to provide
16 uniforms.);
- 17 b. *Vickery, et al. v. Cinema Seven, Inc.* (San Francisco County) (Independent
18 contractor vs. employee status, overtime, minimum wage and expense
19 reimbursement claims.);
- 20 c. *ILWU, et al. v. DMS Messenger Services, et al.* (San Francisco County)
21 (Overtime, minimum wage, expense reimbursement and waiting time
22 penalties.);
- 23 d. *Shields, et al. v. Lyon's Restaurants* (San Diego County) (Manager
24 misclassification.);
- 25 e. *O'Donnell, et al. v. Starving Students Movers* (Marin County) (Overtime,
26 minimum wage and waiting time penalties.);
- 27 f. *Cross, et al. v. Compass* (Sacramento County) (Overtime and waiting time
28 penalties.);
- g. *Flowers, et al. v. Starving Students Movers* (San Joaquin County)
(Overtime, minimum wage and waiting time penalties.);
- h. *Chen v. DMX Music, Inc.* (San Francisco County) (Improper chargebacks
on commission payments.);

- i. *Tiffany, et al. v. Hometown Buffet* (San Francisco County) (Manager misclassification.);
- j. *Leoni, et al. v. Jetsetter Express, Inc.* (San Joaquin County) (Manager misclassification.);
- k. *Solano v. Clark Pest Control* (Los Angeles County) (Technician/salesperson misclassification.);
- l. *Guglielmino, et al. v. McKee Foods Corp.* (USDC-ND) (Independent contractor vs. employee status.); and
- m. *Evets v. Guess?, Inc.* (San Francisco County) (Manager misclassification.).

4. Between October 15, 2005 and the present, I have been practicing law at Keller Grover LLP. At Keller Grover, approximately 95% of my time is spent representing plaintiffs in employment, privacy, and data breach class action matters. I am currently lead counsel or co-lead counsel on more than 15 different class actions. I have been named Class Counsel in numerous recent class action matters, including:

- a. *Watson v. Ann Taylor Stores Corp.*,
Los Angeles County Superior Court Case No. BC342729;
- b. *Novak v. Retail Brand Alliance, Inc., et al.*,
Alameda County Superior Court Case No. RG 05-223254;
- c. *Jos. A. Banks Overtime Cases*,
Solano County Superior Court Case No. JCCP NO. 4479;
- d. *Diaz v. Best Buy Stores, L.P.*,
Alameda County Superior Court Case No. RG 06-264187;
- e. *Lozoya v. PA Acquisition Corp., et al*,
Alameda County Superior Court Case No. RG 06-258395;
- f. *Krispy Kreme Overtime Cases*,
Alameda County Superior Court Case No. JCCP No. 4489;
- g. *Walgreens Overtime Cases*,
Los Angeles County Superior Court Case No. JCCP 4387;
- h. *Gring v. Claire's Boutique's, Inc.*,
Alameda County Superior Court Case No. RG 05-247759;
- i. *Greene v. Federated Retail Holdings, Inc.*
San Francisco County Superior Court Case No. CGC 06-449456;
- j. *Stermer v. L'Occitane, Inc.*,
San Francisco County Superior Court Case No. CGC 06-456056;
- k. *Wilde v. Catalina Restaurant Group, Inc. et al.*,
Los Angeles County Superior Court Case No. BC347513;

1. *Rogers v. Accentcare, Inc.*,
Alameda County Superior Court Case No. RG 05-237683;
- m. *Fleming v. Dollar Tree Stores, Inc.*,
United States District Court, Northern District of California,
Case No. C06-cv-03409;
- n. *Corrado v. Valero Services, Inc.*,
Alameda County Superior Court Case No. RG 07-322134;
- o. *Stenroos v. Core-Mark International, Inc.*,
San Mateo County Superior Court Case No. CIV 451198;
- p. *Ford v. Pilot Travel Centers LLC*,
United States District Court, Northern District of California,
Case No. C-07-cv-02715;
- q. *Elsbury v. Pizza Hut of Southeast Kansas, Inc.*,
United States District Court, Eastern District of California
Case No. EDCV 07-00695;
- r. *Brior v. AE Retail West LLC*,
San Francisco County Superior Court Case No. CGC 06-455422;
- s. *Moore v. Genesco, Inc. et al.*,
Alameda County Case No. RG 06-270570;
- t. *Stermer v. Ulta Salon, Cosmetics & Fragrance, Inc.*,
San Francisco County Superior Court Case No. CGC 08-427014;
- u. *Lauzon v. Club Monaco U.S., LLC, Polo Retail, LLC, and Polo Ralph Lauren Corporation*, San Francisco County Superior Court Case No. CGC 06-449963;
- v. *Davenport v. Union Bank of California, N.A. and Unionbanc Investment Services LLC*, United States District Court, Central District of California,
Case No. 2:07-cv-00001;
- w. *Jacobs v. Les Schwab Tire Centers of California, Inc., et al.*,
San Francisco County Superior Court Case No. CGC 08-478372;
- x. *Daniel Arias v. Praxair Distribution, Inc., et al.*,
San Francisco County Case No. CGC 08-474506;
- y. *Flores, et al. v. Zale Delaware, Inc.*,
United States District Court, Northern District of California,
Case No. 07-cv-00539;
- z. *Payan et al. v. MetroPCS, Inc.*,
San Francisco County Superior Court Case No. CGC 08-476703;
- aa. *Njoku v. Ecko Direct, LLC*,
San Francisco County Superior Court Case No. CGC 07-469480;
- bb. *Wiggins v. Cingular Wireless Employee Services, LLC*,
San Francisco County Superior Court Case No. CGC 08-477763;
- cc. *Lee v. Marshalls of CA LLC*,
Alameda County Superior Court Case No. RG 07-337021;
- dd. *Flores v. Cintas Corporation No. 2, Inc.*,
Los Angeles County Superior Court Case No. BC400422;

- 1 ee. *Drew v. HCR Manor Care Medical Services of Florida, LLC, et al.*,
2 San Francisco County Superior Court Case No. CGC 09-490181;
- 3 ff. *Ireland, et al. v. National Distribution Centers, L.P., et al.*,
4 San Francisco County Superior Court Case No. CGC 09-493709;
- 5 gg. *Lim-Hui v. Carter's Retail, Inc.*,
6 San Francisco County Superior Court Case No. CGC 09-484456;
- 7 hh. *Sefton v. OshKosh B'Gosh, Inc.*,
8 San Francisco County Superior Court Case No. CGC 09-484496;
- 9 ii. *Murphy v. Check n' Go of California, Inc.*,
10 San Francisco County Superior Court Case No. CGC 06-449394;
- 11 jj. *Wireless Advocates Wage and Hour Cases*,
12 Los Angeles County Superior Court Case No. JCCP 4600;
- 13 kk. *Matrix Service Wage and Hour Cases*,
14 Alameda County Superior Court Case No. JCCP 4610;
- 15 ll. *Sullivan v. Kelly Services, Inc.*,
16 United States District Court, Northern District of California
17 Case No. 08-cv-3893;
- 18 mm. *Strickland, et al. v. Timec Company, Inc., et al.*,
19 San Francisco County Superior Court Case No. CGC 10-501832;
- 20 nn. *Davis and Duke v. Plant Performance Services LLC, et al.*,
21 Alameda County Case No. RG 10-501301;
- 22 oo. *Jordan v. Directory Distributing Associates, Inc.*,
23 San Francisco County Superior Court Case No. CGC 10-500633;
- 24 pp. *Martin v. Total Safety U.S., Inc.*,
25 Alameda County Superior Court Case No. RG 10-533750;
- 26 qq. *Placer Title Company Wage and Hour Cases*,
27 Sacramento County Superior Court Case No. JCCP 4567;
- 28 rr. *Martin, et al. v. Starcon International, Inc.*,
Contra Costa County Superior Court Case No. MSC10-01071;
- ss. *Meyer v. Irwin Industries, Inc.*,
ADRS Case No. 11-3844-RAH;
- tt. *Lazarin, et al. v. Total Western, Inc.*,
JAMS Case No. 1100067385;
- uu. *Potter v. Zale Delaware, Inc.*,
Alameda County Superior Court Case No. RG 10-548469;
- vv. *Canales, et al. v. Electrical & Instrumentation Unlimited of California, Inc.*,
Kern County Superior Court Case No. S-1500-CV-271947;
- ww. *Schechter and Porter v. ISYS Solutions, Inc.*,
Alameda County Superior Court Case No. RG 10-550517;
- xx. *Gomez v. Pizza Hut of Southeast Kansas, Inc.*,
San Bernardino County Superior Court Case No. CIVVS900679;

- yy. *Hernandez v. Bodell Construction Company*,
Alameda County Superior Court Case No. RG12-624600;
- zz. *Gilliam v. Matrix Energy Services, Inc.*,
Alameda County Superior Court Case No. RG11-592345;
- aaa. *Tate v. Wyatt Field Services Co.*,
Alameda County Superior Court Case No. RG 10-522846;
- bbb. *Becerra, et al. v. RadioShack Corporation*,
United States District Court, Northern District of California,
Case No. C-11-cv-03586;
- ccc. *Vasquez, et al. v. Turnaround Welding Services, Inc.*,
Contra Costa County Superior Court Case No. MSC12-00340;
- ddd. *Betten and Lafa v. Diamond Wireless, LLC*,
United States District Court, Central District of California,
Case No. 2:13-cv-02885;
- eee. *Martin v. AltairStrickland LLC*,
Alameda County Superior Court Case No. RG11 575618;
- fff. *Miller v. Southwest Airlines Co.*,
United States District Court, Northern District of California,
Case No. C-12-cv-5978;
- ggg. *Nguyen v. Equilon Enterprises LLC*,
United States District Court, Northern District of California,
Case No. 4:12-cv-04650;
- hhh. *Saunders v. StubHub Inc.*,
San Francisco County Superior Court Case No. CGC-12-517707;
- iii. *Oregel v. PacPizza, LLC*,
Contra Costa County Superior Court Case No. MSC12-01454;
- jjj. *Torres, et al. v. San Joaquin Community Hospital*,
JAMS Case No. 1220043288;
- kkk. *Hulsey v. San Joaquin Community Hospital*,
JAMS Case No. 1210030884;
- lll. *DeLeon, et al. v. NCR Corp.*,
San Bernardino County Superior Court Case No. CIVDS1403274;
- mmm. *Springer, et al. v. Stanford Hospital and Clinics, et al.*,
Los Angeles County Superior Court Case No. BC470522;
- nnn. *Ginn, et al. v. Certified Safety, Specialists LLC et al.*,
Contra Costa County Superior Court Case No. C11-0969;
- ooo. *Clothier v. SPAR Marketing Services, Inc.*,
Alameda County Superior Court Case No. RG12-639317;
- ppp. *St. Joseph Health System Medical Information Cases*,
Orange County Superior Court JCCP Case No. 4716;

- 1 qq. *Everhart and Everhart v. Advantage Sales & Marketing, LLC,*
2 Alameda County Superior Court Case No. RG14-712100;
- 3 rr. *Miller v. Hitachi America, Ltd.,*
 San Mateo County Superior Court Case No. CIV 526430;
- 4 ss. *Johnson and Storey v. Mobility Plus Transportation LLC, et al.,*
 San Francisco County Superior Court Case No. CGC-13-532872;
- 5 tt. *Tripp and Solberg v. Crossmark, Inc., et al.,*
6 United States District Court, Northern District of California,
 Case No. 3:12-cv-04818.
- 7 uu. *McCabe, et al. v. Six Continents Hotels, Inc.,*
8 United States District Court, Northern District of California,
 Case No. 12-cv-04818;
- 9 vv. *Wheelock v. Hyundai,*
10 Orange County Superior Court, Case No. 30-2011-00522293;
- 11 ww. *Roberts v. Wyndham Hotel and Resorts LLC, et al.,*
 United States District Court, Northern District of California,
12 Case No. 5:12-cv-05083;
- 13 xx. *Castillo, et al. v. Seagate Technology LLC,*
 United States District Court, Northern District of California
14 Case No. 3:16-cv-01958;
- 15 yy. *Halkola v. Fisher, Sand & Gravel Co.,*
 Alameda County Superior Court, Case No. RG17844100;
- 16 zz. *Ashlock, et al. v. Sunrun, Inc., et al.*
 San Francisco County Superior Court CGC-17-557027;
- 17 aaa. *Spitzer v. FRHI Hotels and Resorts (Canada) Inc.,*
18 San Bernardino County Superior Court Case No. CIVDS1712220;
- 19 bbbb. *Matthews v. eHealthinsurance Services, Inc.,*
 Santa Clara County Superior Court Case No. 17CV305656;
- 20 cccc. *Crowley, et al. v. Central Transport LLC,*
21 San Bernardino Case No. CIVDS1604546;
- 22 dddd. *Alfinito v. Loop Transportation,*
 San Francisco County Superior Court Case No. CGC-17-556677;
- 23 eeee. *Rabanal v. P.F. Chang's China Bistro, et al,*
 Alameda County Case No. RG17851208;
- 24 ffff. *Kindt and Pappas v. Aerovias de Mexico, S.A. de C.V., et al,*
25 San Bernardino County Case No. CIVDS1809416;
- 26 gggg. *Duke v. Jacobs Engineering Group Inc., et al.,*
 San Bernardino Superior Court Case No. CIVDS1703459;
- 27 hhhh. *O'Leary v. Youngevity International, Inc.,*
28 San Diego County Superior Court Case No. 37-2017-00045550;

- 1 iiii. *Kindt v. Concesionaria Vuela Compañía de Aviación S.A.P.I. de C.V., et al.,*
2 Napa County Superior Court Case No. 19CV000373;
- 3 jjjj. *Docter v. Accor Management US Inc.,*
4 San Joaquin County Superior Court Case No. STK-CV-UBT-2019-0000147;
- 5 kkkk. *Clothier v Spar Group, Inc.,*
6 Alameda County Superior Court Case No. RG18926494;
- 7 llll. *Pennywell-Foster v. IMKO Workforce Solutions, et al.,*
8 Sacramento County Superior Court Case No. 34-2019-00252683;
- 9 mmmm. *Stohs, et al. v. Samsonite Company Stores, LLC,*
10 Alameda County Superior Court Case No. RG19001392;
- 11 nnnn. *Casarez v. Chemtrade West US LLC,*
12 Alameda County Superior Court Case No. RG19008007;
- 13 oooo. *Butler v. Apple Inc.,*
14 Santa Clara County Superior Court Case No. 1-14-cv-262989;
- 15 pppp. *Gomez v. Pinnacle Workforce Logistics,*
16 San Bernardino County Superior Court Case No. CIVDS1804163;
- 17 qqqq. *Vilitchai, et al. v. Ametek Programmable Power, Inc.,*
18 San Diego County Superior Court Case No. 37-2015-00025968;
- 19 rrrr. *Madrid, et al. v. Golden Valley Health Centers,*
20 Merced County Superior Court Case. No. 20Cv-01484;
- 21 ssss. *Curtis v. Aegis Treatment Centers, LLC,*
22 Shasta County Superior Court Case No. 193712;
- 23 tttt. *Millay v. Napaidence OPCO, LLC,*
24 Napa County Superior Court Case. No. 19CV001903;
- 25 uuuu. *Gutierrez v. Brand Energy of California, Inc.,*
26 Alameda County Superior Court Case No. RG17846239;
- 27 vvvv. *Sica and Ellis v. Construction & Turnaround Services, L.L.C.,*
28 United States District Court, Northern District of California
 Case No. 4:21-cv-0188;
- www. *Zuckerbraun v. Flour Maintenance Serv., Inc.,*
 Alameda County Superior Court Case No. RG20054385;
- xxxx. *Clark-Alonso v. Southwest Airlines Co.,*
 Merced County Superior Court Case No. 21 CV-02475
- yyyy. *Zuckerbraun v. Flour Maintenance Serv., Inc.,*
 Alameda County Superior Court Case No. RG20054385;
- zzzz. *Sica v Madison Industrial Serv. Team, Ltd Partnership,*
 United States District Court, Northern District of California
 Case No. 4:20-cv-08347;
- aaaaa. *Harrington v. Forbes Security, Inc.,*
 San Francisco County Superior Court Case No. CGC-20-584155;

- 1 *bbbbbb. Hernandez v. Chino Commercial Bank,*
2 San Bernardino County Superior Court Case No. CIVDS1922849;
- 3 *ccccc. Ellis v. Harder Mechanical Contractors, Inc.,*
4 United States District Court, Northern District of California
5 Case No. 21-cv-00844;
- 6 *dddddd. Harrington v. Creative Security Company, Inc.,*
7 Alameda County Superior Court Case No. RG21095377;
- 8 *eeeeee. Espinoza, et al. v. Dedicated Bldg. Serv. LLC,*
9 Los Angeles County Superior Court Case No. 20STCV03569
- 10 *fffff. Macomber v. Dermalogica, LLC,*
11 San Diego County Superior Court Case No: 37-2020-00020451;
- 12 *gggggg. Alvarez, et al. v. Autozone, Inc.,*
13 San Bernardino Superior Court Case No. CIVDS1416344;
- 14 *hhhhh. Walter v. Farfetch.com US, LLC,*
15 Orange County Superior Court Case No. 30-2020-01139875;
- 16 *iiiiii. Cascade Drilling Wage and Hour Cases,*
17 Alameda County Superior Court Case No. RG21090743;
- 18 *jjjjj. Bush, et al. v. Dutch Bros., LLC,*
19 Merced County Superior Court, Case No. 22CV-01415;
- 20 *kkkkk. Hernandez v. Automated Harvesting, LLC,*
21 Monterey County Superior Court, Case No. 22CV002717;
- 22 *lllll. Audycki v. Stanford Healthcare, a Corporation,*
23 Santa Clara County Superior Court Case No. 19CV347173;
- 24 *mmmmm. Collins v. National Insurance Inspection Services, Inc.,*
25 Los Angeles County Superior Court Case No. 20STCV15619;
- 26 *nnnnn. Avalos v. AxleHire, Inc.,*
27 Alameda County Superior Court Case No. 22CV020643;
- 28 *ooooo. Rahmat v. Aeroenlaces Nacionales S.A. de C.V.,*
 Ventura County Superior Court Case No. 2023CUBT01235;
- ppppp. McKeehan v. 1-800-PACK-RAT, LLC,*
 San Diego County Superior Court Case No. 37-2022-00038509; and
- qqqqq. Ellis, et al. v. ARB, Inc.,*
 Contra Costa Superior Court Case No. C 20-02183;
- rrrrr. Delgado v. Avalon-Villa Health Care, LLC,* Los Angeles County Superior Court
 Case No. 23STCV15615.

Factual and Procedural Background:

5. A true and correct copy of the Joint Stipulation of Class and PAGA Action Settlement and Release of Claims (“Stipulation”) entered into by Plaintiff and Boise Cascade

1 Company (“Defendant”) (collectively, the “Parties”) is attached hereto as **Exhibit A**. The
2 Stipulation is discussed below.

3 6. On March 25, 2024, Plaintiff filed the operative complaint in Alameda County
4 Superior Court. Plaintiff brought the action on behalf of himself and a putative class of
5 approximately 165 current and former hourly, non-exempt employees who worked for Defendant
6 in California on or after March 25, 2020. Plaintiff alleged that Defendant underpaid overtime
7 wages for hours worked over eight in a shift by not correctly calculating the regular rate, did not
8 provide all required meal periods and rest breaks, failed to provide accurate wage statements, did
9 not pay all wages due on termination, and did not reimburse necessary business expenses.
10 Plaintiff asserted that Defendant’s practices and policies violated Labor Code §§ 201-203, 204b,
11 218.6, 226(a), 226.3, 226.7, 510, 512, 1194, 1198, 1199, and 2802, related provisions of
12 Industrial Welfare Commission Wage Order No. 1 (“Wage Order 1”), and Business &
13 Professions Code §§ 17200, *et seq.* Plaintiff also alleged related representative PAGA claims. A
14 true and correct copy of the operative Complaint is attached hereto as **Exhibit B**.

15 7. Defendant denies all the allegations in their entirety. To date, no class has been
16 certified and no court has made any findings that Defendant engaged in any wrongdoing or in
17 any wrongful conduct or otherwise acted improperly or in violation of any state law, rule or
18 regulation, with respect to the issues presented in the litigation.

19 8. As they began conducting discovery, the Parties decided to explore the possibility
20 of settlement. Plaintiff provided Defendant with a detailed information request in response to
21 which Defendant provided information and documents necessary for Plaintiff to engage in
22 settlement discussions.

23 9. At the time the final settlement was reached, Defendant had provided relevant
24 documents and information, including:

25 (A) The number of Class Members:

26 ○ There are approximately 165 Class Members.

27 (B) The total workweeks worked by Class Members:

28 ○ Class Members worked a total of approximately 22,000
weeks during the Class Period.

(C) Class Members' average hourly wage:

Class Members were hourly employees and the average hourly wage during the Class Period was approximately \$24.73.

(D) The total pay periods during the PAGA Period:

- o Aggrieved Employees worked a total of approximately 4,750 pay periods during the PAGA Period.

10. On February 5, 2025, the parties participated in an all-day mediation session with skilled mediator Brandon McKelvey, Esq., who has significant experience mediating wage and hour class actions. The mediated negotiations resulted in the parties reaching an agreement to settle the entire action, subject to the Court's approval. All terms of the parties' settlement are set forth in the Stipulation.

11. The parties agreed that, for purposes of settlement only, to the following class definition: "All current and former non-exempt employees who worked for Defendant in California at any time or times during the Class Period."

12. The Class Period is the period from and including March 25, 2020 through April 21, 2025.¹ The members of the proposed Class are referred to as the "Class Members" in this declaration.

13. For the PAGA claims, the parties agreed that "Aggrieved Employees" to mean "all current and former non-exempt employees who worked for Defendant in California at any time or times during the PAGA Period." The PAGA Period is the period from and including January 17, 2023 through April 21, 2025. All Aggrieved Employees are also Class Members unless they opt-out of participation in the class action portion of the Settlement.

¹ Pursuant to Paragraph III.M.2.(a).(3) of the Stipulation, if the actual number of Qualified Workweeks exceeds 22,000 by more than 10% -- i.e., if there are more than 24,200 workweeks -- Defendant shall have the option of increasing the Net Settlement Amount proportionally to the increase in workweeks above 10% or change the end date of the Class Period to a date where the total Qualified Workweeks is less than 24,200. Defendant needs to make this election before the class notice is mailed out.

Class Counsel's Assessment of the Fairness of the Settlement:

14. Based on my years of experience and my own independent investigation and evaluation, I believe settlement for the consideration and on the terms set forth in the Stipulation is fair, reasonable, and adequate and it is in the best interests of the settlement class considering all known facts and circumstances and the expenses and risks inherent in litigation. I am familiar with many class action settlements involving employment issues and have a strong understanding of the trends in the value of settlements. I have also personally settled multiple class action cases involving allegedly unpaid overtime wages, unpaid meal and rest break premiums, inaccurate wage statement and unreimbursed business expenses, including those that also alleged related PAGA claims. Based on that knowledge, I am of the opinion the settlement is fair, reasonable and adequate and is in the best interests of the Class Members.

15. The following is an explanation of the best-case scenario for recovery in this case based on the assumptions below that were derived from the information provided by Defendant and speaking with several putative class members:

Assumptions Used:

- **165 total Class Members**
- **22,000 total weeks worked by Class Members during the Class Period**
- **\$24.73 average hourly wage during the Class Period**
- **Class Members worked approximately 5,200 pay periods during the Labor Code § 226 liability period**
- **49 Class Members are “former employees” for Labor Code § 203 waiting time penalty purposes**
- **4,750 total pay periods worked by Aggrieved Employees during the PAGA Liability Period**

Damage Calculations Based on Assumptions:

- **Unpaid Wages Based on Regular Rate Issue – \$11,500 (10 hours per workweek x 575 weeks with miscalculation x \$2 per overtime hour of undercalculated overtime rate)**

- **Waiting Time Penalties -- \$284,889.60**
- **The waiting time penalty for each Class Member who is a former employee of Defendant would be \$5,935.20 (\$24.73/hour x 8 hours x 30 days). There are 48 former employee Class Members.**
- **Missed Meal Periods – approximately \$1,088,120 [\$24.73/hour x 22,000 workweeks (assuming two violations per week)]**
- **Missed Rest Breaks – approximately \$544,060 [\$24.73/hour x 22,000 workweeks (assuming one violation per week)]**
- **LC 2802 Reimbursement – approximately \$330,000 [\$15 per workweek x 22,000 workweeks]**
- **LC 226 Penalty -- approximately \$520,000 [5,200 pay periods during liability period x \$100 per pay period]**
- **The above damages total \$2,778,569.60.**

Damage Calculation for PAGA Penalties:

- **Potential PAGA penalties could add another \$475,000 in statutory damages at \$100 per Qualified Pay Period.²**

16. The strongest claim is the regular rate claim. However, that claim has, by far, the least possible recovery. As discussed below, the remaining claims face varying hurdles, justifying the \$659,000 Maximum Settlement Amount. Thus, although the maximum theoretical damages exceed the Maximum Settlement Amount, Defendant's defenses warrant a substantial discount.

17. The settlement provides that Defendant will pay a Maximum Settlement Amount ("MSA") of \$659,000, plus the employer-side payroll taxes, to resolve the claims covered by the settlement. There is no reversion of the MSA to Defendant.

18. After subtracting out the amounts allocated to pay the costs of administration (capped at no more than \$5,500), the PAGA Payment (\$25,000), the Class Counsel Award (estimated to be \$219,667 in fees and no more than \$25,000 in actual out-of-pocket costs), and the Class Representative's Incentive Award/General Release Payment (estimated to be \$7,500),

² As addressed below, courts have wide latitude in assessing PAGA penalties.

1 all of which are subject to the Court’s approval, the NSA is estimated to be \$376,333. The NSA
2 will be distributed to all Settlement Class Members, defined as all Class Members who do not
3 timely opt out, based on the formula set forth in the Stipulation and summarized below. On
4 average, each of the 165 Class Members will receive a gross settlement payment of \$2,280.81
5 (\$376,333/165).

6 19. Not surprisingly, Defendant has raised what it considers to be substantial defenses
7 to Plaintiff’s class claims. Defendant asserts that it has always complied with the California
8 Labor Code, the California Wage Orders, and all applicable California state law.

9 20. Further, recent California Supreme Court case law has interpreted the “good
10 faith” defense in a manner that makes it more difficult for employees to obtain certain penalties,
11 including Labor Code §§ 203 waiting time and 226(e)(1) penalties.³ *Naranjo II* found that, if an
12 employer who reasonably believes that its conduct was lawful, it will not be subject to penalties
13 that are intended to deter willful or intentional misconduct.⁴ In other words, *Naranjo II*
14 approved a relatively low bar for establishing a good faith defense to avoid Labor Code §§ 203
15 and 226(e)(1) penalties.⁵

16 21. Class Counsel is of the opinion that Plaintiff would be able to establish
17 Defendant’s class-wide liability at trial. However, taking Defendant’s proposed defenses into
18 account, Class Counsel believes the proposed allocations of the Net Settlement Amount (“NSA”)
19 to be fair and reasonable.

20 22. The settlement is a good compromise for the damages of absent Class Members.
21 The settlement provides that the estimated Net Settlement Amount of \$376,333 will be
22 distributed on a pro-rata basis based on the number of Qualified Workweeks worked by each

23 ³ *Naranjo v. Spectrum Sec. Serv., Inc.* (2024) 15 Cal.5th 1056, 1077-81 (“*Naranjo I*”). Although
24 the Court addressed whether a good faith defense exists for the “knowing and intentional”
25 requirement for Labor Code § 226(e)(1) penalties, the Court did so by analyzing the “willfulness”
26 requirement for Labor Code § 203 penalties, finding the two should be harmonized. *Id.*

27 ⁴ *Id.* at 1077-81.

28 ⁵ *Id.* at 1078 (“[s]o long as no other evidence suggests the employer acted in bad faith,
presentation of a good faith defense, based in law or fact, will negate a finding of willfulness,”
quoting *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1204 and citing other cases).

Class Member during the Class Period.

23. The settlement provides that \$25,000 of the MSA will be allocated to the settlement of the PAGA claims. Of that amount, the settlement provides that 75%, or \$18,750, will be paid to the LWDA for enforcement of labor laws and education of employers and employees about their rights and responsibilities under the Labor Code and 25% – or \$6,250 – will be allocated to the Aggrieved Employees. Class Members who fall within the “Aggrieved Employee” definition will receive an Individual PAGA Payment.

24. Again, Defendant has raised what it considers to be substantial defenses to Plaintiff’s claims. Also, Defendant has argued that, even if Plaintiff succeeds, it will be able to convince the court to reduce the amount of PAGA penalties awarded, which Plaintiff recognizes is a substantial risk. Labor Code § 2699(e)(2) provides that the court sets the amount of PAGA penalties after trial. In setting the penalties to be assessed, courts have wide latitude.⁶ The following are examples of cases where courts awarded substantially reduced PAGA penalties:

- *Fleming v Covidien, Inc.*, No. ED CV10-01487 RGK (OPx), 2011 U.S. Dist. LEXIS 154590, at *8-9 (C.D. Cal. Aug. 12, 2011) (of \$2,800,000 PAGA penalties requested, the court awarded \$500,000);
- *Thurman v Bayshore Transit Mgmt., Inc.*, 203 Cal.App.4th 1112, 1119, 1135 (2012), *disapproved on other grounds* in *ZB, N.A. v Superior Court*, 8 Cal. 5th 175, 196 n.8 (2019) (of \$512,000 PAGA penalties requested, the court awarded \$358,588);
- *Guifi Li v A Perfect Day Franchise, Inc.*, No. 5:10-CV-01189-LHK, 2012 U.S. Dist. LEXIS 83677, at *51-52 (N.D. Cal. June 15, 2012) (of \$3,334,942 PAGA penalties requested, the court ordered a \$2,764,896 default judgment after jury dismissed);
- *Elder v Schwan Food Co.*, No. B238876, 2013 Cal. App. Unpub. LEXIS 1472, at *7, 11, 19 (Feb. 27, 2013) (the court affirmed a reduced award of \$2,500 individual PAGA civil penalty);
- *Aguirre v Genesis Logistics*, No. SACV 12-00687-JVS (ANx), 2013 U.S. Dist. LEXIS 189820, at *6-7 (C.D. Cal. Dec. 30, 2013) (of \$1,800,000 PAGA penalties requested, the court awarded \$500,000);

⁶ See e.g., *Magadia v. Wal-Mart Assocs.* (N.D. Cal. 2019) 384 F. Supp. 3d 1058, 1100, 1104 (finding that, under Labor Code § 2699(e)(2), “the Court has broad discretion to award PAGA penalties as the Court sees fit” and reducing the PAGA penalty award significantly from the maximum penalties possible).

- *Halevi v Aroma Bakery Café, Inc.*, Los Angeles County Superior Court No. 468146 (Aug. 30, 2013) (the court declined to award PAGA penalties after trial awarding wages to class on basis that action was not prompted by availability of PAGA penalties, penalties were not necessary to remedy ongoing or future violations, because corporate defendants corrected violations and were no longer in business, inequity would result from awarding penalties only to employees who opted out of class, and plaintiffs did not offer evidence establishing imposition of penalties on individual defendants would not be confiscatory);
- *Makabi v Gedalia*, No. B261005, 2016 Cal. App. Unpub. LEXIS 1489, at *6-7 (Mar. 2, 2016) (noting that the trial court found in favor of plaintiffs on Labor Code violation claims, but declined to award any PAGA penalties);
- *Arnold v San Diego Second Chance Program*, San Diego County Superior Court No. 37-2016-00018375 (Dec. 18, 2017) (no PAGA penalties awarded);
- *Felczer v Apple Inc.*, San Diego County Superior Court No. 37-2011-00102593 (Sept. 13, 2017) (no PAGA penalties awarded);
- *Morales v Peck Jeep Eagle, Inc.* (San Diego County Superior Court No. 37-2012-00103823, Oct. 24, 2016) (PAGA penalties of \$80,400.00 awarded);
- *Allen v American Multi-Cinema*, Alameda County Superior Court No. RG11585502 (July 24, 2016) (no PAGA penalties awarded);
- *Atempa v Pama*, San Diego County Superior Court (July 31, 2015) (of PAGA penalties of \$456,133 sought, the court awarded \$197,434.00);
- *Banford v American Gen. Life*, Santa Barbara County Superior Court No. CIV-DS1017566 (Feb. 24, 2015) (PAGA penalties of \$99,000.00 assessed);
- *Parr v GoldenState*, Alameda County Superior Court No. RG12-618103 (July 10, 2014) (PAGA penalties of \$325,835.00 assessed);
- *Driscoll v Granite Rock*, Santa Clara County Superior Court No. 1-08-cv-103426 (Sept. 20, 2011) (the court declined to award PAGA penalties);
- *In re Taco Bell Wage and Hour Actions*, (E.D. Cal. Apr. 8, 2016) No. 1:07-cv-01314-SAB, 2016 U.S. Dist. LEXIS 48557, at *41 (the court declined to award PAGA penalties after trial);
- *Morales v Bridgestone Retail Operations LLC*, Orange County Superior Court No. 30-2017-00900244 (Aug. 2, 2018) (of \$7 million PAGA penalties requested, the court awarded \$425,000);
- *Carrington v Starbucks Corp.* (2018) 30 Cal.App.5th 504, 517, 529 (of \$75 million in penalties sought, the court affirmed the trial court's \$150,000 PAGA penalty award based on 30,000 violations, which reduced the penalty rate to \$5 per violation); and
- *Magadia v Wal-Mart Assocs.* (N.D. Cal. 2019 384 F. Supp. 3d 1058, 1073, 1080, 1101, 1103-04, 1111), vacated in part, reversed in part, and remanded in part by *Magadia v. Wal-Mart Assocs.*, 999 F.3d 668, 671 (9th Cir. 2021) (the district court awarded \$53,901,700 in total PAGA penalties, including

\$48,046,000 of \$131,427,750 penalties sought for Labor Code §226(a)(9) wage statement violations; \$5,785,700 of \$28,928,500 sought for Labor Code § 226(a)(6) final pay statement violations; and \$70,000 of requested \$821,400 for Labor Code § 226.7 missed meal period violations; also decertifying meal period regular rate claim class).

25. The Stipulation provides all Class Members with the opportunity to request exclusion from the settlement or to object to the settlement terms. Class Members will have until the Response Deadline to opt out or object, which is 45 calendar days after the Settlement Administrator first mails the Notice of Class Settlement (“Notice”).

26. Settlement Class Members, *i.e.*, those Class Members who do not opt out of the settlement, are not required to submit a claim to receive an Individual Settlement Payment.

27. Each Settlement Class Member will be assigned a share calculated by dividing his or her total number of Qualified Workweeks by the total number Qualified Workweeks for the entire Settlement Class, which is that person’s Payment Ratio. The Payment Ratio then will be multiplied by the NSA to determine that Settlement Class Member’s Individual Settlement Payment, except that no gross Individual Settlement Payment will be less than \$25.

28. If no Class Member opts out, the average Individual Settlement Payment will be approximately \$2,280.81(\$376,333 NSA/165 Class Members). For the reasons explained above, including the various defenses and other risks of litigation, the proposed settlement amount is reasonable under the circumstances.

29. The Stipulation provides that the portion of the PAGA Payment allocated to Aggrieved Employees will be distributed in Individual PAGA Payments to each Aggrieved Employee. Using the Aggrieved Employee Data that Defendant will provide, the Settlement Administrator will calculate the total Qualified Pay Periods for all Aggrieved Employees. The respective Qualified Pay Periods for each Aggrieved Employee will be divided by the total Qualified Pay Periods for all Aggrieved Employees, resulting in the Payment Ratio – Aggrieved Employees for each Aggrieved Employee. Each Aggrieved Employee’s Payment Ratio – Aggrieved Employee will then be multiplied by the \$6,250 portion of the PAGA Payment allocated for distribution to the Aggrieved Employees to calculate each Aggrieved Employee’s

Individual PAGA Payment.

30. The settlement provides that the Settlement Class Members will provide a limited release, the scope of which is narrowly tailored to the claims asserted in the operative Complaint filed in this action and factual or legal theories that reasonably could have been alleged based on the facts and legal theories contained in the operative Complaint. The release is also temporally limited to the Class Period.

31. The settlement provides a separate PAGA Release through which the named Plaintiff, individually and as the representative acting as a proxy or agent of the LWDA, a State of California Executive Branch Agency, releases the Released Parties of and from any and all claims for civil penalties, attorneys' fees, and litigation costs under PAGA, as alleged in the operative Complaint for the PAGA Period (the "PAGA Released Claims"). No individual Class Members or Aggrieved Employees are providing a PAGA Release.⁷

32. The settlement provides the proposed Class Representative, Plaintiff Ruiz, with a reasonable service payment for the risks he took and the time and effort he expended in coming forward to provide invaluable information in support of the claims alleged in the Complaint.

33. The settlement also provides a fair notice procedure that ensures the highest number of Class Members will receive the Notice. The proposed Notice explains in plain language the nature of the lawsuit, terms of the settlement, Class Members' rights, the number of Qualified Workweeks and Qualified Pay Periods the specific Class Member worked, expected Individual Settlement Payment that each Class Member can expect to receive, and the steps necessary to request exclusion from or object to the settlement. *See* Stipulation Exhibit 1.

34. The settlement provides that a Class Member who disagrees with the stated number of Qualified Workweeks on his or her Notice may submit a dispute to the Settlement Administrator by the Response Deadline.

⁷ As part of the final approval process, Plaintiff will seek the Court's approval of the PAGA portion of the Settlement, including the \$25,000 PAGA Payment, the distribution plan for the PAGA Payment and the PAGA Release.

35. Also, although “PAGA has no notice requirements for unnamed aggrieved employees, nor may such employees opt out of a PAGA action,”⁸ the Notice will inform Settlement Class Members and Aggrieved Employees of the PAGA Settlement and the amount of the Individual PAGA Payment the Aggrieved Employee can expect to receive. *See* Stipulation Exhibit 1.

36. My firm conducted an extensive investigation of the factual allegations involved in this case. We reviewed relevant information and documents produced through formal and informal discovery prior to reaching a settlement. As part of the settlement negotiations, we participated in formal mediation with an experienced mediator and engaged in meaningful discussions with Defendant’s counsel.

37. I believe the settlement amount for each Settlement Class Member is fair, reasonable, and adequate, given the inherent risk of litigation, the risk relative to class certification and the costs of pursuing such litigation. The settlement is the result of extensive arms-length negotiations.

38. Fairness of the settlement is further demonstrated by the uncertainty and risks to Plaintiff and the Class Members involved in not prevailing on the class claims. Defendant adamantly disputes Plaintiff’s ability to certify the class and to prove that Defendant is liable to the Class Members for its practices regarding the calculation of the regular rate for overtime pay, meal periods, rest breaks, wage statements, termination pay, and expense reimbursement. Were a class not certified, it is unlikely that any putative Class Members would maintain individual actions against Defendant.

Suitability of the Settlement Class for Certification

39. To date, no class has been certified. The Stipulation reached among the Parties contains a provision pursuant to which we stipulate to the Court’s provisional certification of the settlement Class but do so for purposes of this settlement only.

⁸ *Baumann v. Chase Inv. Servs. Corp.* (9th Cir. 2014) 747 F.3d 1117, 1122.

1 40. As proposed Class Counsel, I believe that Plaintiff could successfully prove that
2 this action meets the requirements of class certification; however, I understand that Defendant's
3 counsel disagrees.

4 41. The proposed settlement Class is ascertainable. The Class definition, the total
5 size of the Class and the means for identifying the members of the Class determine whether the
6 Class is ascertainable. In this case, the members of the proposed settlement Class are identifiable
7 from Defendant's records. Further, the size of the proposed Class is sufficiently numerous to
8 warrant certification. According to Defendant's records, there are approximately 165 proposed
9 Class Members.

10 42. Plaintiff contends that the proposed Class Members' claims all stem from a
11 common set of circumstances. All Class Members worked for Defendant as hourly, non-exempt,
12 employees in California during the relevant time. Plaintiff contends that all Class Members were
13 subject to Defendant's uniform practices and policies, including those regarding the calculation
14 of the regular rate for overtime, meal periods, rest breaks, wage statements, termination pay, and
15 expense reimbursement. Those uniform policies and practices are at the core of Plaintiff's
16 allegations that Defendant violated the Labor Code and create questions of law and fact common
17 to all Class Members. All the Class Members seek the same legal remedies under the same state
18 laws. Common questions regarding Defendant's pay policies and practices are among the key
19 issues that will determine Defendant's alleged liability to the proposed settlement Class.
20 Plaintiff contends that common questions will predominate over any individual questions that
21 may arise. Under these circumstances, the requirements that common questions of law and/or
22 fact exist among the proposed Class Members and will predominate over individual questions
23 are satisfied for purposes of certifying the Class for settlement.

24 43. Plaintiff Ruiz, the proposed Class Representative, contends that he, like all the
25 Class Members, worked for Defendant in California as an hourly, non-exempt employee and was
26 subject to Defendant's uniform policies and practices regarding overtime pay, meal periods, rest
27 breaks, wage statements, termination pay, and expense reimbursement. Thus, Plaintiff's claims
28 and the Class Members' claims arise from the same course of conduct.

44. Plaintiff also has demonstrated that he will aggressively and competently assert the interests of the Class Members. Plaintiff has retained competent counsel experienced in litigating class action claims in the wage and hour context.

The Proposed Class Representative Incentive Award/General Release Payment:

45. It is appropriate to recognize the contribution of Plaintiff Ruiz in prosecuting this litigation. I believe it is fair and reasonable that Plaintiff receive a \$7,500 incentive award. Plaintiff Ruiz is the proposed Class Representative for the putative class members and he actively and aggressively represented them during this litigation. Plaintiff has been essential elements in the successful prosecution and ultimate settlement of this case and was always available to provide his input on the litigation, gather evidence, and provide other information that proved critical to the prosecution. The proposed enhancement is fair given the amount of time and effort Plaintiff spent on assisting in the prosecution of this case and the personal hardship and pressure he faced because of filing this lawsuit against his former employer. In addition, Plaintiff Ruiz will provide a general release of his claims against Defendant, which is much broader than the limited release that will apply to the Settlement Class Members. Plaintiff Ruiz will provide a declaration outlining his efforts on behalf of the Class Members as part of the final approval process.

Residual Funds:

46. Settlement checks mailed out to Settlement Class Members shall be valid for 180 calendar days from the date of issuance. The settlement provides that, after the check void date, the Settlement Administrator will send any funds from uncashed checks to Legal Aid at Work. Legal Aid at Work provides pro bono representation in various areas including workers' rights. See <https://legallaidatwork.org/>.

Overlapping Cases:

47. To my knowledge, there are no related pending cases that will be affected by this settlement.

Tax Treatment:

48. The Stipulation provides that the Individual Settlement Payments shall be

1 allocated and treated as 50% as payment for alleged unpaid interest, alleged unpaid business
2 expense reimbursement, and alleged unpaid statutory penalties; and 50% as wages. Defendant
3 shall be responsible for paying the employer's share of payroll taxes above and beyond the
4 \$659,000 MSA. For tax purposes, Individual PAGA Payments shall be allocated and treated as
5 100% penalties. The Settlement Administrator shall be responsible for timely issuing to
6 Settlement Class Members a form W-2 for amounts deemed "wages" and Form 1099s for the
7 non-wage portion if needed.

8 **Settlement Administration:**

9 49. The parties have agreed to propose Phoenix Settlement Administrators to serve as
10 Settlement Administrator for the Settlement. Phoenix Settlement Administrators is an
11 experienced settlement administration firm.

12 **Attorneys' Fees and Costs:**

13 50. Counsel understands that if preliminary approval is granted, the Court will not
14 take up the issue of attorneys' fees until the final approval hearing. Should preliminary approval
15 be granted, Counsel will provide information regarding the hours spent and costs incurred
16 litigating this case with Plaintiff's application for final approval.

17 I declare under penalty of perjury under the laws of the State of California that the
18 foregoing is true and correct, and that this Declaration was executed on this 17th day of April,
19 2025, at San Francisco, California.

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21 
22 ERIC A. GROVER
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EXHIBIT A

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25 Attorneys for Defendant Boise Cascade Company

26 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

27 **IN AND FOR THE COUNTY OF ALAMEDA**

28 CRISTIAN PEREZ RUIZ, on behalf of
himself, all others similarly situated, and all
aggrieved employees,

Plaintiff,

v.

BOISE CASCADE COMPANY; and DOES 1
through 10, inclusive,
Defendants.

Case No. 24CV069044

CLASS ACTION

**JOINT STIPULATION OF CLASS AND
PAGA ACTION SETTLEMENT AND
RELEASE OF CLAIMS**

1 IT IS HEREBY STIPULATED, by and between Plaintiff Cristian Perez Ruiz (“Plaintiff”),
2 individually and on behalf of the Settlement Class, and Defendant Boise Cascade Company
3 (“Defendant”), and subject to approval by the Court, that the Action is hereby compromised and
4 settled under the terms and conditions set forth in this Joint Stipulation of Class and PAGA Action
5 Settlement and Release of Claims (the “Stipulation”) and that the Court shall make and enter
6 judgment subject to the definitions, recitals and terms set forth in this Stipulation.

7 **I. DEFINITIONS**

- 8 A. “Action” shall mean the civil action entitled *Cristian Perez Ruiz v. Boise Cascade*
9 *Company*, Alameda County Superior Court Case No. 24CV069044, filed on March 25,
10 2024.
- 11 B. “Agreement” or “Settlement Agreement” or “Stipulation” means this Joint Stipulation of
12 Class and PAGA Action Settlement and Release of Claims.
- 13 C. “Aggrieved Employees” means all current and former non-exempt employees who worked
14 for Defendant in California at any time or times during the PAGA Period. All individual
15 Aggrieved Employees are also Class Members, unless they opt-out of participation in the
16 class action portion of the Settlement.
- 17 D. “Aggrieved Employee Data” means information regarding Aggrieved Employees that
18 Defendant will compile from its available existing records and provide to the Settlement
19 Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include all
20 the following information: (i) each Aggrieved Employee’s full name; (ii) each Aggrieved
21 Employee’s last-known address; (iii) each Aggrieved Employee’s Social Security Number;
22 and (iv) the number of pay periods worked by each Aggrieved Employee during the PAGA
23 Period.
- 24 E. “Class Counsel” means the attorneys of record for the Class Representative and Class
25 Members, *i.e.*, Eric A. Grover and Robert W. Spencer of Keller Grover LLP, 1965 Market
26 Street, San Francisco, California 94103.
- 27
28

- 1 F. "Class Counsel Award" means an award of attorneys' fees, expenses, and litigation costs
2 granted to Class Counsel and paid from the Maximum Settlement Amount in recognition
3 of their efforts and risks in prosecuting the Action.
- 4 G. "Class Data" means information regarding Class Members that Defendant will compile
5 from its available and existing records and provide to the Settlement Administrator. It
6 shall be formatted as a Microsoft Excel spreadsheet and shall include all the following
7 information: (i) each Class Member's full name; (ii) each Class Member's last-known
8 address; (iii) each Class Member's Social Security Number; and (iv) the number of weeks
9 worked by each Class Member during the Class Period.
- 10 H. "Class Members" means all current and former non-exempt employees who worked for
11 Defendant in California at any time or times during the Class Period. An individual Class
12 Member also may be an Aggrieved Employee if he or she falls within the "Aggrieved
13 Employee" definition.
- 14 I. "Class Period" shall mean the time period from and including March 25, 2020, through
15 April 21, 2025, or an alternative date to be selected by Defendant, subject to the
16 provisions set forth in Paragraph III.M.2.(a).(3).
- 17 J. "Class Representative Incentive Award/General Release Payment" means the amount that
18 the Court authorizes to be paid to the Plaintiff from the Maximum Settlement Amount, in
19 addition to the Plaintiff's Individual Settlement Payment and Individual PAGA Payment,
20 in recognition of his effort and risk in assisting with the prosecution of the Action.
- 21 K. "Class Representative" means the Plaintiff Cristian Perez Ruiz.
- 22 L. "Complaint" means the operative Class and Representative Action Complaint filed in
23 Alameda County Superior Court on March 25, 2024.
- 24 M. "Court" means the Alameda County Superior Court.
- 25 N. "Defendant" means Boise Cascade Company.
- 26 O. "Defense Counsel" means Angela J. Rafoth of Littler Mendelson, P.C., 101 Second Street,
27 Suite 1000, San Francisco, California 94105 and Benjamin Sanchez, Littler Mendelson,
28 P.C., 1255 Treat Boulevard, Suite 600, Walnut Creek, California 94597.

- 1 P. "Effective Date" shall be the date of the later of the following: (a) 65 calendar days after
2 the Court enters a final approval order and judgment approving the settlement, or (b) if any
3 appeal, writ, or other appellate proceeding opposing the Court's final approval order
4 approving the settlement has been filed, five business days after any appeal, writ, or other
5 appellate proceedings opposing the settlement have been finally and conclusively
6 dismissed with no right to pursue further judicial remedies or relief.
- 7 Q. "Final Approval Order" means the Court's order granting final approval of the Settlement.
- 8 R. "Individual PAGA Payment" means the amount payable to each Aggrieved Employee
9 from the PAGA Payment. An individual who is entitled to both an Individual Settlement
10 Payment and an Individual PAGA Payment will receive one check incorporating both
11 amounts.
- 12 S. "Individual Settlement Payment" means the amount payable from the Net Settlement
13 Amount to each Settlement Class Member. An individual who is entitled to both an
14 Individual Settlement Payment and an Individual PAGA Payment will receive one check
15 incorporating both amounts.
- 16 T. "LWDA" means the California Labor & Workforce Development Agency.
- 17 U. "LWDA Payment" means the 75% of the \$25,000 PAGA Payment (i.e., \$18,750) that will
18 be paid to the LWDA pursuant to PAGA.
- 19 V. "Maximum Settlement Amount" means \$659,000, which includes all payments to
20 Settlement Class members, payment of the Class Counsel Award, payment of the Class
21 Representative Incentive Awards/General Release Payments, the PAGA Payment, and
22 payment to the Settlement Administrator for settlement administration expenses. The
23 Maximum Settlement Amount does not include employer-side payroll taxes, which shall
24 be paid by Defendant separate from, and in addition to, the Maximum Settlement Amount.
25 This is an all-in and non-reversionary Settlement. Other than as provided in Paragraph
26 III.M.2.(a)(3), in no event shall Defendant be liable for more than the Maximum
27 Settlement Amount of \$659,000 (plus the employer-side payroll taxes) under this
28 Agreement.

1 W. "Net Settlement Amount" means the amount that remains after deducting the Class
2 Representative Incentive Award/General Release Payment (estimated to be \$7,500), the
3 Class Counsel Award (estimated to be \$219,667 in fees and no more than \$25,000 in
4 costs), the PAGA Payment (\$25,000), and the Settlement Administration Costs (capped at
5 no more than \$5,500) from the Maximum Settlement Amount, resulting in a Net
6 Settlement Amount of an estimated \$376,333.

7 X. "Notice of Class and PAGA Action Settlement" means the notice substantially similar to
8 the notice attached to this Stipulation as **Exhibit 1**, which will be mailed in an envelope
9 containing language substantially similar to the exemplar envelope attached to this
10 Stipulation as **Exhibit 2**.

11 Y. "PAGA" means the California Labor Code Private Attorneys General Act of 2004, Labor
12 Code §§ 2698, *et seq.*

13 Z. "PAGA Payment" means the \$25,000 portion of the Maximum Settlement Amount that is
14 allocated to the settlement of claims for civil penalties under PAGA, 25% (\$6,250) of
15 which will be paid to the Aggrieved Employees and 75% (\$18,750) of which will be paid
16 to the LWDA.

17 AA. "PAGA Period" means the period from and including January 17, 2023, through April 21,
18 2025, or an alternative date to be selected by Defendant, subject to the provisions set
19 forth in Paragraph III.M.2.(a)(3).

20 BB. "PAGA Released Claims" means any and all claims for civil penalties under PAGA based
21 on the labor code violations alleged in the PAGA notice sent by Plaintiff to the LWDA and
22 the operative Complaint for violations allegedly suffered by an Aggrieved Employee
23 during the PAGA Period (i.e. Labor Code §§ 201, 202, 203, 204b, 218.6, 226, 226.3,
24 226.7, 510, 512, 1194, 1198, 1199, and 2802) as well as all facts, theories, or claims for
25 civil penalties that would be considered administratively exhausted under applicable law
26 by the PAGA notices Plaintiff sent to the LWDA.

27 CC. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either
28 Plaintiff or Defendant, individually.

DD. "Payment Ratio – Aggrieved Employee" means the respective number of Qualified Pay Periods for each Aggrieved Employee divided by the total number of Qualified Pay Periods for all Aggrieved Employees.

EE. "Payment Ratio – Class Member" means the respective number of Qualified Workweeks worked by an individual Settlement Class Member who do not opt-out of the class action portion of the Settlement divided by the total number of Qualified Workweeks worked by all Settlement Class Members who do not opt-out of the class action portion of the Settlement.

FF. "Plaintiff" shall mean the named Plaintiff Cristian Perez Ruiz.

GG. "Preliminary Approval Date" means the date on which the Court enters an order granting preliminary approval of the Settlement.

HH. "Preliminary Approval Order" means an order granting preliminary approval of the Settlement.

II. "Qualified Pay Periods" means and includes any and all pay periods (as reflected in Defendant's records) during which one or more Aggrieved Employees performed work for Defendant in California during the PAGA Period.

JJ. "Qualified Settlement Fund" or "QSF" means the qualified settlement fund that will be set up by the Settlement Administrator and into which the Maximum Settlement Amount shall be deposited and from which disbursements shall be made.

KK. "Qualified Workweeks" means and includes any weeks during which Class Members performed work for Defendant in California during the Class Period (as reflected in Defendant's records of each Class Member's dates of employment and pay records).

LL. "Released Claims" means and includes all any and all causes of action, claims, rights, statutory damages, penalties, liabilities, expenses, and losses against the Released Parties arising between March 25, 2020 and April 21, 2025, inclusive, under state, federal, or local law, whether statutory or otherwise, arising out of the claims expressly pleaded in the Complaint (i.e., Labor Code §§ 201, 202, 203, 204b, 218.6, 226, 226.3, 226.7, 510, 512, 1194, 1198, 1199, and 2802 and Business & Professions Code §§ 17200, *et seq.* based on

alleged violations of these Labor Code provisions) and all other potential claims reasonably related to or arising out of the same set of facts pleaded in the Complaint, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law. The time period of the Released Claims shall be for the entirety of the Class Period.

MM. "Released Parties" shall mean Defendant Boise Cascade Company and all of its parent companies, subsidiaries, divisions, concepts, related or affiliated companies, clients, and its or their shareholders, officers, directors, employees, agents, principals, representatives, attorneys, accountants, partners, investors, administrators, insurers, predecessors, successors and assigns, and any individual or entity that could be liable for any of the Released Claims.

NN. "Response Deadline" means the date 45 calendar days after the Settlement Administrator first mails the Notice of Class and PAGA Action Settlement to Class Members and is the last date on which Class Members may submit Requests for Exclusion or a Notice of Objection to the Settlement. Class Members may only submit Requests for Exclusion with respect to the class action component of this settlement. Aggrieved Employees shall have no right to opt out of the PAGA portion of the Settlement.

OO. "Settlement" means the disposition of the Action pursuant to this Agreement.

PP. "Settlement Administrator" means Phoenix Settlement Administrators.

QQ. "Settlement Class Members" means all Class Members who do not submit a valid Request for Exclusion. All Settlement Class Members will automatically receive an Individual Settlement Payment without the need to submit a claim form. Settlement Class Members will release all of the Released Claims and be bound by all terms of the Settlement and any final judgment entered in this Action.

II. RECITALS

A. Class Certification. The Parties stipulate and agree to certification for purposes of this Settlement only. This Agreement is subject to approval by the Court and is made for the sole purpose of consummating settlement of the Action. Should the Settlement not

1 become final and effective as provided herein, class certification shall immediately be set
2 aside and the Settlement Class immediately decertified, subject to further proceedings on
3 the motion of any party to certify or deny certification thereafter. The Parties' willingness
4 to stipulate to class certification as part of the Settlement shall have no bearing on, and
5 shall not be admissible in or considered in connection with, the issue of whether a class
6 should be certified in a non-settlement context in this Action and shall have no bearing on,
7 and shall not be admissible or considered in connection with, the issue of whether a class
8 should be certified in any other lawsuit.

9 B. Settlement Negotiations. The Parties participated in a private mediation session with
10 respected mediator Brandon McKelvey, Esq. and engaged in good faith, arms-length
11 settlement negotiations. As part of the process, the Parties exchanged the information
12 necessary to engage in productive settlement negotiations. The negotiations resulted in the
13 Settlement described in this Stipulation to resolve this Action in its entirety.

14 C. Benefits of Settlement to Settlement Class Members. Plaintiff and Class Counsel
15 recognize the expense and length of continued proceedings that would be necessary to
16 litigate their disputes through trial and through any possible appeals. Plaintiff also has
17 taken into account the uncertainty and risks regarding the outcome of further litigation and
18 the difficulties and delays inherent in any such litigation. Plaintiff and Class Counsel also
19 are aware of the burdens of proof necessary to establish liability for the claims asserted in
20 the Action, both generally and in response to Defendant's defenses thereto, and the
21 difficulties in establishing damages and civil penalties for the Class Members and
22 Aggrieved Employees. Based on these factors, Plaintiff and Class Counsel have
23 determined that the terms set forth in this Agreement represent a fair, adequate, and
24 reasonable settlement and are in the best interests of the Class Members, the LWDA, and
25 the Aggrieved Employees.

26 D. Defendant's Reasons for Settlement. Defendant has concluded that any further defense of
27 this litigation would be protracted and expensive for all Parties. Substantial amounts of
28 Defendant's time and resources have been and, unless this Settlement is made, will

1 continue to be devoted to the defense of the claims asserted by Plaintiff. In reaching its
2 decision to enter into this Settlement, Defendant also has taken into account the risks of
3 further litigation. Defendant denies each of the allegations and claims asserted against it in
4 the Action. Despite continuing to contend that it is not liable for any of the claims that
5 Plaintiff has asserted, Defendant nonetheless has agreed to settle in the manner and upon
6 the terms set forth in this Agreement to put to rest the claims asserted in the Action.

7 E. Class Members' Claims. The Class Representative contends that the allegations have
8 merit and give rise to liability on Defendant's part. This Agreement is a compromise of
9 disputed claims. The monies being paid as part of the Settlement are genuinely disputed
10 and the Parties agree that the provisions of California Labor Code § 206.5 are not
11 applicable to this Settlement. Because there is a good faith dispute as to whether any
12 wages are due, the release of claims does not violate California Labor Code § 206.5, which
13 provides in pertinent part as follows:

14 An employer shall not require the execution of any release of any claim or
15 right on account of wages due or to become due, or made as an advance on
wages to be earned, unless payment of such wages has been made.

16 Cal. Lab. Code §206.5(a). Nothing contained in this Agreement, no documents referred to
17 in this Agreement, and no action taken to carry out this Agreement may be construed or
18 used as an admission by or against the Class Members or Class Counsel regarding the
19 merits or lack of merit of the claims asserted.

20 F. Aggrieved Employees' Claims. Plaintiff contends that the PAGA allegations have merit
21 and give rise to liability on the part of Defendant. This Agreement is a compromise of
22 disputed claims. The monies being paid as part of the settlement are genuinely disputed
23 and the Parties agree that the provisions of Labor Code § 206.5 are not applicable to this
24 settlement. Nothing contained in this Agreement, no documents referred to in this
25 Agreement and no action taken to carry out this Agreement may be construed or used as an
26 admission by or against the Aggrieved Employees or Class Counsel as to the merits or lack
27 of merit of the claims asserted.
28

1 G. Defendant's Defenses. Defendant claims that the Released Claims and the PAGA
2 Released Claims have no merit and do not give rise to liability. This Agreement is a
3 compromise of disputed claims. The monies being paid as part of the Settlement are
4 genuinely disputed and the Parties agree that the provisions of California Labor Code §
5 206.5 are not applicable to this Settlement. Because there is a good faith dispute as to
6 whether any wages are due, the release of claims does not violate California Labor Code §
7 206.5. Nothing contained in this Agreement, no documents referred to in this Agreement,
8 and no action taken to carry out this Agreement may be construed or used as an admission
9 by or against Defendant as to the merits or lack of merit of the claims asserted.

10 **III. TERMS OF AGREEMENT**

11 A. Settlement Consideration to be paid by Defendant. Defendant shall pay the monetary sums
12 specified in this Agreement, i.e., the Maximum Settlement Amount. Other than as
13 provided in Paragraph III.M.2.(a).(3), in no event shall Defendant be required to pay more
14 than the Maximum Settlement Amount (plus the employer-side payroll taxes).

15 B. Limited Release by All Settlement Class Members. As of the Effective Date, in exchange
16 for the consideration set forth in this Agreement, Plaintiff and the Settlement Class
17 Members will fully release and discharge the Released Parties from the Released Claims
18 for the Class Period. Plaintiff and the Settlement Class Members may hereafter discover
19 facts or legal arguments in addition to or different from those they now know or currently
20 believe to be true with respect to the claims, causes of action and legal theories of recovery
21 in this Action which are the subject matter of the Released Claims. Nonetheless, the
22 discovery of new facts or legal arguments shall in no way limit the scope or definition of
23 the Released Claims, and by virtue of this Agreement, Plaintiff and Settlement Class
24 Members shall be deemed to have, and, by operation of the final judgment approved by the
25 Court shall have, fully, finally, and forever settled and released all of the Released Claims
26 as defined in this Agreement.

27 C. General Release by Plaintiff Only. In addition to the release in Section III.B, in exchange
28 for the consideration set forth in this agreement, Plaintiff makes the additional following

1 general release of all claims, known or unknown: Plaintiff releases Defendant and the
 2 Released Parties, from all claims, demands, rights, liabilities and causes of action of every
 3 nature and description whatsoever, known or unknown, asserted or that might have been
 4 asserted, whether in tort, contract, or for violation of any state or federal statute, rule,
 5 regulation, or ordinance arising out of, relating to, or in connection with Plaintiff's
 6 employment with Defendant through the end of the Release Period as well as any and all
 7 acts or omissions by or on the part of Defendant through the end of the Release Period.
 8 (The release set forth in this Paragraph shall be referred to hereinafter as the "Plaintiff's
 9 General Release.") With respect to the Plaintiff's General Release, the Plaintiff stipulates
 10 and agrees that, upon the Effective Date, Plaintiff shall be deemed to have expressly
 11 waived and relinquished, to the fullest extent permitted by law, the provisions, rights and
 12 benefits of Section 1542 of the California Civil Code, or any other similar provision under
 13 federal or state law, which provides:

14 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**
 15 **THAT THE CREDITOR OR RELEASING PARTY DOES**
 16 **NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**
 17 **FAVOR AT THE TIME OF EXECUTING THE RELEASE**
 18 **AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE**
 19 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT**
 20 **WITH THE DEBTOR OR RELEASED PARTY.**

21 Cal. Civ. Code § 1542. Accordingly, if the facts relating in any manner to this Settlement
 22 are found hereafter to be other than or different from the facts now believed to be true, the
 23 release of claims contained in the Plaintiff's General Release shall be effective as to all
 24 unknown claims.

25 However, specifically excluded from this general release of claims by Plaintiff are any
 26 claims for or relating to workers' compensation, unemployment insurance, or any other
 27 claims that cannot be waived by law.

28 D. PAGA Release: As of the Effective Date, Plaintiff, individually and as a representative
 acting as a proxy or agent of the LWDA, a State of California Executive Branch Agency,
 in this Action, agrees to release the Released Parties of and from any and all claims for

1 civil penalties, attorneys' fees, and litigation costs under the California Labor Code Private
2 Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*, as alleged in the PAGA
3 notices Plaintiff sent to the LWDA for the PAGA Period, i.e., the "PAGA Released
4 Claims." To avoid and prevent doubt, the Parties agree that the judgment to be entered by
5 the Court following approval of this settlement forever bars Plaintiff and the LWDA,
6 directly or through any other proxy or agent, from any future prosecution of any of the
7 PAGA Released Claims against any of the Released Parties.

8 E. Conditions Precedent: This Settlement will become final and effective only upon the
9 occurrence of all the following events:

- 10 1. The Court enters a Preliminary Approval Order granting preliminary approval to the
11 Settlement;
- 12 2. The Court enters a Final Approval Order and a judgment;
- 13 3. The final Effective Date occurs; and
- 14 4. Defendant does not invoke its right to revoke the Settlement as described in
15 Paragraph III.S herein.

16 F. Nullification of Settlement Agreement. In the event that the Court denies preliminary or
17 final approval of this Agreement with prejudice, the Settlement fails to become effective,
18 or it is reversed, withdrawn or modified by the Court, or the Court in any way prevents or
19 prohibits Defendant from obtaining a complete resolution of the claims as described
20 herein:

- 21 1. This Agreement shall be *void ab initio* and of no force or effect, and shall not be
22 admissible in any judicial, administrative or arbitral proceeding for any purpose or
23 with respect to any issue, substantive or procedural;
- 24 2. The conditional class certification (obtained for any purpose) shall be *void ab initio*
25 and of no force or effect, and shall not be admissible in any judicial, administrative or
26 arbitral proceeding for any purpose or with respect to any issue, substantive or
27 procedural; and
28

3. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses or arguments in the Action.

G. Certification of the Settlement Class. The Parties stipulate to conditional class certification of the Settlement Class for the Class Period for purposes of settlement only as follows:

1. Plaintiff Cristian Perez Ruiz shall be appointed as the Class Representative.
2. The Parties stipulate that Eric A. Grover and Robert W. Spencer of Keller Grover LLP shall be appointed as Class Counsel.
3. In the event that the Court denies preliminary or final approval of this Settlement Agreement with prejudice, it fails to become effective, or it is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendant from obtaining a complete resolution of the claims as described herein, the conditional class certification (obtained for any purpose) shall be *void ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural.

H. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for by this Stipulation, and Plaintiff, Settlement Class Members, Aggrieved Employees and Defendant are not relying on any statement or representation by the Parties in this regard. Plaintiff and Settlement Class Members understand and agree that they will be responsible for the payment of their respective portions of any taxes and penalties assessed on the Class Representative Incentive Award/General Release Payment, Individual Settlement Payments, and Individual PAGA Payments described in this Stipulation and will be solely responsible for any penalties or other obligations resulting from their personal tax reporting of all such payments.

I. Circular 230 Disclaimer. Each Party to this Agreement, including the Settlement Class Members, acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United

1 States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the
2 acknowledging party: (a) has relied exclusively upon his, her or its own, independent legal
3 and tax counsel for advice (including, as to tax counsel, tax advice) in connection with this
4 Agreement, (b) has not entered into this Agreement based upon the recommendation of any
5 other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon
6 any communication or disclosure by any attorney or adviser to any other party to avoid any
7 tax penalty that may be imposed on the acknowledging party; and (3) no attorney or
8 adviser to any other Party has imposed any limitation that protects the confidentiality of
9 any such attorney's or adviser's tax strategies (regardless of whether such limitation is
10 legally binding) upon disclosure by the acknowledging party of the tax treatment or tax
11 structure of any transaction, including any transaction contemplated by this Agreement.

12 J. Preliminary Approval Motion. At the earliest practicable time, Plaintiff shall file with the
13 Court a Motion for Preliminary Approval and supporting papers, which shall include this
14 Agreement. Plaintiff shall provide a courtesy draft of these papers to Defense Counsel at
15 least five calendar days before filing the documents.

16 K. Settlement Administrator. By accepting the role as Settlement Administrator, the
17 Settlement Administrator is bound to all of the terms, conditions, and obligations described
18 in this Settlement Agreement. Among these obligations, the Settlement Administrator
19 shall have sole and exclusive responsibility for calculating Individual Settlement Payments
20 and Individual PAGA Payments; processing and transmitting payments to the Class
21 Representative, Class Counsel, the LWDA, Settlement Class Members, and Aggrieved
22 Employees; printing the Notice of Class and PAGA Action Settlement and mailing it to the
23 Class Members and Aggrieved Employees as directed by the Court; receiving, processing,
24 and reporting Requests for Exclusion and Notices of Objection; sending a postcard
25 reminder to Settlement Class Members and Aggrieved Employees 30 days before the
26 check void date; distributing tax forms; providing declaration(s) as necessary in support of
27 preliminary and/or final approval of this Agreement; and such other tasks as the Parties
28 mutually agree or the Court orders the Settlement Administrator to perform. The

1 Settlement Administrator shall keep the Parties timely apprised of the performance of all of
2 the Settlement Administrator's responsibilities. Defendant and Defense Counsel shall have
3 no responsibility for validating or ensuring the accuracy of the Settlement Administrator's
4 work. Plaintiff, Class Counsel, Defendant, and Defense Counsel shall not bear any
5 responsibility for errors or omissions in the calculation or distribution of Individual
6 Settlement Payments, Individual PAGA Payments or any other distribution of monies
7 contemplated by this Agreement.

8 L. Notice Procedure.

9 1. Class Data and Aggrieved Employee Data. No later than 21 calendar days after the
10 Preliminary Approval Date and only after Defendant receives sufficient and
11 reasonable assurance that the Settlement Administrator will maintain the
12 confidentiality of the Class Data and the Aggrieved Employee Data, Defendant shall
13 provide the Settlement Administrator with the Class Data and Aggrieved Employee
14 Data for purposes of preparing and mailing the Notice of Class and PAGA Action
15 Settlement to Class Members and Aggrieved Employees, as well as undertaking its
16 other obligations. The Settlement Administrator shall be obligated to keep the Class
17 Data and Aggrieved Employee Data confidential and shall take reasonable and
18 necessary precautions to maintain the confidentiality of the data. The Settlement
19 Administrator shall not distribute or use the Class Data, Aggrieved Employee Data or
20 any information contained therein for any purpose other than to administer this
21 settlement.

22 2. Notice of Class and PAGA Action Settlement.

23 a) The Notice of Class and PAGA Action Settlement shall be in a form
24 substantially similar to the form attached to this Stipulation as **Exhibit 1**. The
25 Notice of Class and PAGA Action Settlement shall instruct Class Members and
26 Aggrieved Employees to keep the Settlement Administrator apprised of their
27 current mailing addresses, to which the Settlement Payments will be mailed
28 following the Effective Date. The Notice of Class and PAGA Action

1 Settlement shall set forth the release to be given by Settlement Class Members
2 in exchange for an Individual Settlement Payment.

3 b) The Notice of Class and PAGA Action Settlement shall be individualized by
4 inclusion of each Class Member's number of Qualified Workweeks and
5 Qualified Pay Periods and the Settlement Administrator's calculation of each
6 Class Member's estimated gross Individual Settlement Payment if that Class
7 Member does not request exclusion from the Settlement and each Aggrieved
8 Employee's estimated Individual PAGA Payment.

9 3. Notice By First Class U.S. Mail. Upon receipt of the Class and Aggrieved Employee
10 Data, the Settlement Administrator will perform a search based on the National
11 Change of Address Database to update and correct any known or identifiable address
12 changes. No later than 14 calendar days after receiving the Class and Aggrieved
13 Employee Data from Defendant as provided in this Stipulation, the Settlement
14 Administrator shall mail copies of the Notice of Class and PAGA Action Settlement
15 to all Class Members and Aggrieved Employees via regular First Class U.S. Mail.
16 The Settlement Administrator shall exercise its best judgment to determine the
17 current mailing address for each Class Member and Aggrieved Employee. The
18 address identified by the Settlement Administrator as the current mailing address
19 shall be presumed to be the best mailing address for each Class Member and
20 Aggrieved Employee.

21 4. Undeliverable Notices. Any Notice of Class and PAGA Action Settlement that is
22 returned to the Settlement Administrator as not having been delivered on or before
23 the Response Deadline shall be re-mailed to the forwarding address affixed to it. If
24 no forwarding address is provided, the Settlement Administrator promptly shall
25 attempt to determine a correct address by lawful use of skip-tracing and by other
26 searches using the name, address and Social Security number of the Class Member or
27 Aggrieved Employee involved and, if another mailing address is identified by the
28 Settlement Administrator, then shall perform a re-mailing to that Class Member or

Aggrieved Employee. In addition, if any Notices of Class and PAGA Action Settlement that are addressed to Class Members or Aggrieved Employees who are employed by Defendant at the time of mailing are returned to the Settlement Administrator as non-delivered and no forwarding address is provided, the Settlement Administrator shall so notify Defendant. Defendant then will request that the currently-employed Class Member or Aggrieved Employee provide a corrected address and will transmit to the Administrator any corrected address provided by the Class Member or Aggrieved Employee.

5. Disputes Regarding Qualified Workweeks. A Class Member who disagrees with the number of Qualified Workweeks stated on that Class Member's Notice of Class and PAGA Action Settlement will have the opportunity to provide documentation and/or an explanation to show a different number of weeks having been worked during the Class Period. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and the amount of any Individual Settlement Payment shall be binding upon the Settlement Class Member and the Parties.

6. Disputes Regarding Administration of Settlement. Any disputes not resolved by the Settlement Administrator concerning the administration of the Settlement will be resolved by the Court under the laws of the State of California. Before any such involvement of the Court, counsel for the Parties will confer in good faith to resolve the disputes without the need to involve the Court.

7. Requests for Exclusion.

a) The Notice of Class and PAGA Action Settlement shall state that Class Members who wish to exclude themselves from the class action Settlement must submit a written Request for Exclusion by the Response Deadline to the

1 address provided in the Notice of Class and PAGA Action Settlement. The
2 written Request for Exclusion must state that the Class Member wishes to
3 exclude himself or herself from the class action Settlement and: (1) must
4 contain the name, address, and the last four digits of the Social Security
5 Number of the person requesting exclusion; (2) must be signed by the Class
6 Member; (3) must be postmarked by the Response Deadline and returned to the
7 Settlement Administrator at the specified address; and (4) must contain a
8 typewritten or handwritten notice stating, in substance, as follows: "I wish to
9 opt out of the Settlement of the class action lawsuit entitled *Ruiz v. Boise*
10 *Cascade Company*."

11 b) The Request for Exclusion will not be valid unless it both: (1) is timely
12 submitted; and (2) complies with the requirements set forth above in Paragraph
13 III.L.7(a). The date of the postmark on the return mailing envelope for the
14 Request for Exclusion shall be the exclusive means used to determine whether
15 the Request for Exclusion was timely submitted. If the Settlement is approved
16 by the Court, Class Members who have failed to submit a valid and timely
17 written Request for Exclusion on or before the Response Deadline shall be
18 Settlement Class Members who are bound by all terms of the Settlement and
19 any final judgment entered in this Action.

20 c) Any Class Member who requests to be excluded from the class action
21 Settlement will not be entitled to an Individual Settlement Payment and will
22 neither be bound by the terms of the class action Settlement nor have any right
23 to object to, appeal from or comment on the class action Settlement. Nothing in
24 this Settlement Agreement will constitute or be construed as a waiver of any
25 defense that Defendant or the Released Parties have or could assert against
26 anyone who timely serves a Request for Exclusion.

27 d) Aggrieved Employees cannot request to be excluded from the settlement of the
28 PAGA Released Claims. Class Members who are also Aggrieved Employees

1 cannot request to be excluded from the settlement of the PAGA Released
2 Claims.

3 e) No later than five calendar days after the Response Deadline, the Settlement
4 Administrator shall provide counsel for the Parties with a final list of the Class
5 Members who have timely submitted written Requests for Exclusion.

6 f) At no time shall any of the Parties or their counsel solicit or otherwise
7 encourage Class Members to submit Requests for Exclusion from the
8 Settlement.

9 8. Objections.

10 a) The Notice of Class and PAGA Action Settlement shall state that Class
11 Members who wish to object to the Settlement must mail to the Settlement
12 Administrator, at the address provided in the Notice of Class and PAGA Action
13 Settlement, a written statement of objection (“Notice of Objection”) by the
14 Response Deadline. The postmark date of mailing shall be deemed to be the
15 exclusive means for determining whether a Notice of Objection was timely
16 submitted.

17 b) Class Members who submit a timely Notice of Objection will have a right to
18 appear at the final approval hearing to have their objections heard by the Court.
19 The Notice of Objection must be signed by the Class Member and state: (1) the
20 case name and number; (2) the name of the Class Member; (3) the address of
21 the Class Member; (4) the last four digits of the Class Member’s Social
22 Security Number; (5) the basis for the objection and any supporting documents;
23 and (6) whether or not the Class Member intends to appear at the final approval
24 hearing. Class Members who fail to make objections in the manner specified
25 above may be deemed to have waived any objections and to be foreclosed from
26 making any objections to the Settlement, whether by appeal or otherwise. The
27 failure to submit a written objection does not waive a Settlement Class
28 Member’s right to appear and orally object at the final approval hearing.

- 1 c) At no time shall any of the Parties or their counsel seek to solicit or otherwise
2 encourage Class Members to file or serve written objections to the Settlement
3 or to appeal from the Final Approval Order.
- 4 d) Class Members who submit a written Request for Exclusion are not entitled to
5 object to the Settlement. If a Class Member submits both a Request for
6 Exclusion and a Notice of Objection, the Request for Exclusion will be valid
7 and the Notice of Objection will be invalid.
- 8 e) The Settlement Administrator shall send all Notices of Objection it receives to
9 Class Counsel and Defense Counsel promptly. Class Counsel will be
10 responsible for filing any such objections with the Court before the final
11 approval hearing. Plaintiff and/or Defendant may file oppositions to any
12 Notices of Objection no later than 10 calendar days before the date of the final
13 approval hearing.
- 14 f) Aggrieved Employees cannot object to the settlement of the PAGA Released
15 Claims. Class Members who are also Aggrieved Employees cannot object to
16 the settlement of the PAGA Released Claims. Any such objections by
17 Aggrieved Employees or by Class Members who are Aggrieved Employees
18 shall be deemed invalid.
- 19 g) Defendant shall not be responsible for the fees, costs, or expenses incurred by
20 Plaintiff, Class Counsel or Class Members arising from or related to any
21 objection to the Settlement Agreement or related to any appeals thereof.
- 22 M. Funding and Allocation of the Maximum Settlement Amount. This is an all-in and non-
23 reversionary settlement in which Defendant is required to pay the entirety of the Maximum
24 Settlement Amount plus the employer-side payroll taxes. No amount of the Maximum
25 Settlement Fund will revert to Defendant. Upon satisfaction of the preconditions described
26 in this Settlement and pursuant to the timeline and instructions below, Defendant will
27 deposit the Maximum Settlement Amount into a Qualified Settlement Fund ("QSF") to be
28 established by the Settlement Administrator.

1 1. Funding Due Date. No later than 21 calendar days after the Effective Date,
2 Defendant shall provide the Maximum Settlement Amount (plus the employer's
3 share of the payroll taxes) to the Settlement Administrator to fund the Settlement as
4 set forth in this Agreement.

5 2. Payments to Settlement Class Members and Aggrieved Employees.

6 a) Calculation of Individual Settlement Payments. Every Settlement Class
7 Member is entitled to an Individual Settlement Payment without the need to
8 submit a claim form. Individual Settlement Payments shall be paid from the
9 Net Settlement Amount and shall be paid under the formula set forth in this
10 Stipulation.

11 (1) Using the Class Data, the Settlement Administrator will calculate the total
12 number of Qualified Workweeks for all Settlement Class Members. The
13 number of Qualified Workweeks for each Settlement Class Member then
14 will be divided by the total number of Qualified Workweeks for all
15 Settlement Class Members. The result of that division will be the
16 "Payment Ratio" for each Settlement Class Member. Each Settlement
17 Class Member's Payment Ratio then will be multiplied by the Net
18 Settlement Amount to calculate that Settlement Class Member's share of
19 the Net Settlement Amount, except no gross Individual Settlement
20 Payment will be less than \$25. A share of the Net Settlement Amount will
21 be provided only to those individuals who satisfy the definition of
22 Settlement Class Members, *i.e.*, Class Members who do not submit a
23 timely and valid Request for Exclusion.

24 (2) The Parties recognize and agree that the formula provided in this
25 Stipulation for allocating the Net Settlement Amount to be paid to the
26 Settlement Class Members is reasonable and designed to provide a fair
27 settlement to the Settlement Class Members.

(3) Defendant represents that the Settlement Class members have worked approximately 22,000 Qualified Workweeks. Should the total number of Qualified Workweeks exceed 22,000 by more than 10% (i.e., if there are more than 24,200 workweeks), Defendant shall, at its option, (1) increase the Maximum Settlement Amount by increasing the Net Settlement Amount only and proportionally to the increase in workweeks above 10% (for example, if the actual number of Qualified Workweeks is 2% greater than 24,200, then the Net Settlement Amount will increase by 2%), or (2) selecting a new end date for the Class Period where the total Qualified Workweeks is less than 24,200. No later than 14 days prior to the deadline for mailing the Notice of Class and PAGA Action by the Settlement Administrator, Defendant must notice Class Counsel whether the number of Qualified Workweeks exceeds 24,200, and, if so, what option it elects under this provision.

b) Calculation of Individual PAGA Payments: Using the Aggrieved Employee Data, the Settlement Administrator will calculate the total number of Qualified Pay Periods for all Aggrieved Employees. The number of Qualified Pay Periods for each Aggrieved Employee then will be divided by the total number of Qualified Pay Periods for all Aggrieved Employees. The result of that division will be the Payment Ratio for each Aggrieved Employee. Each Aggrieved Employee's Payment Ratio then will be multiplied by the \$6,250 portion of the PAGA Payment that is allocated for distribution to the Aggrieved Employees to calculate each Aggrieved Employee's Individual PAGA Payment.

c) Tax Allocation. For tax purposes, Individual Settlement Payments shall be allocated and treated as follows: 1) one-half as payment for alleged unpaid interest, alleged unpaid business expense reimbursement, and alleged unpaid statutory penalties; and 2) one-half as wages. For tax purposes, Individual

PAGA Payments shall be allocated and treated as 100% penalties. The Settlement Administrator will be responsible for issuing and mailing all required IRS Form 1099s.

- d) Mailing. The Individual Settlement Payments and Individual PAGA Payments shall be mailed by regular First Class U.S. Mail to Settlement Class Members' and Aggrieved Employees' last known mailing addresses no later than 42 calendar days after the Effective Date.
- e) Uncashed Checks. All checks issued to Settlement Class Members shall remain valid and negotiable for 180 calendar days from the date of their issuance. In the event any Individual Settlement Payment or Individual PAGA Payment settlement checks have not been cashed by the check cashing deadline, upon Court approval, the Settlement Administrator shall tender to Legal Aid at Work (<https://legalaidatwork.org/>) the funds represented by any such uncashed checks.

3. Class Representative Incentive Award/General Release Payment.

- a) Plaintiff will apply for a Class Representative Incentive Award/General Release Payment of up to \$7,500 for his time, effort, and risk in bringing and prosecuting this Action. The Class Representative Incentive Award/General Release Payment shall be in addition to Plaintiff's Individual Settlement Payment and Individual PAGA Payment.
- b) The Settlement Administrator shall pay the Class Representative Incentive Awards/General Release Payment to Plaintiff from the Maximum Settlement Amount no later than 42 calendar days after the Effective Date. Any portion of the requested Class Representative Incentive Award/General Release Payment that is not awarded to the Class Representative shall become part of the Net Settlement Amount.
- c) The Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiff for his Class Representative Incentive Award/General Release

1 Payment. Plaintiff shall be solely and legally responsible to pay all applicable
2 taxes on the Class Representative Incentive Awards/General Release Payment
3 and Plaintiff shall hold Defendant and the Released Parties harmless from any
4 claim or liability for taxes, penalties, or interest arising because of Plaintiff's
5 Class Representative Incentive Award/General Release Payment.

- 6 d) If the Court reduces or does not approve the requested Class Representative
7 Incentive Award/General Release Payment, Plaintiff shall not have the right to
8 revoke this Settlement Agreement, and it will remain binding, nor will Plaintiff
9 seek, request, or demand an increase in the Maximum Settlement Amount on
10 that basis.

11 4. Class Counsel Award.

- 12 a) In consideration for settling the Action and in exchange for the release of the
13 Released Parties for all Released Claims and for the resolution of the PAGA
14 Released Claims, Class Counsel intends to apply for an award of attorneys' fees
15 not to exceed one-third (33.33%) of the Maximum Settlement Amount (i.e.,
16 \$219,667 of the \$659,000 Maximum Settlement Amount), plus actual costs and
17 litigation expenses estimated not to exceed \$25,000.
- 18 b) Class Counsel, Plaintiff, Settlement Class Members, and the Aggrieved
19 Employees will not apply to the Court for any payment of attorneys' fees and
20 costs that are in addition to the foregoing. The Parties agree that, over and
21 above the Court-approved Class Counsel Award, each of the Parties, including
22 each Settlement Class Member and Aggrieved Employee, shall bear his, her or
23 its own fees and costs, including, but not limited to, those related to the
24 investigation, filing, prosecution, or settlement of the Action; the negotiation,
25 execution, or implementation of this Agreement; and/or the process of
26 obtaining, administering, or challenging a Preliminary Approval Order and/or
27 Final Approval Order.
28

- 1 c) Any portion of the requested Class Counsel Award that is not awarded to Class
2 Counsel shall be part of the Net Settlement Amount and shall be distributed to
3 Settlement Class Members as provided in this Agreement.
- 4 d) The Settlement Administrator shall pay the Class Counsel Award to Class
5 Counsel from the Maximum Settlement Amount no later than 42 calendar days
6 after the Effective Date.
- 7 e) Class Counsel shall be solely and legally responsible to pay all applicable taxes
8 on the payment made pursuant to this Paragraph III.M.4. The Settlement
9 Administrator shall issue an IRS Form 1099-MISC to Class Counsel for the
10 payments made pursuant to this Paragraph.
- 11 f) In the event that the Court reduces or does not approve the requested Class
12 Counsel Award, Plaintiff and Class Counsel shall not have the right to modify
13 or revoke the Settlement, or to appeal such order, and the Settlement will
14 remain binding, and neither Plaintiff nor Class Counsel shall seek, request, or
15 demand an increase in the Maximum Settlement Amount on that basis.

16 5. PAGA Payment. \$25,000 shall be allocated from the Maximum Settlement Amount
17 for settlement and release of claims for civil penalties under PAGA, i.e., the “PAGA
18 Payment.” The Settlement Administrator shall pay 75% of that \$25,000 payment,
19 i.e., \$18,750, to the LWDA (the “LWDA Payment”) and the remaining 25% of that
20 \$25,000 payment, i.e., \$6,250, to the Aggrieved Employees according to the formula
21 described in Paragraph III.M.2.(b). The payment shall be made no later than 42
22 calendar days after the Effective Date. Class Counsel will take all action required by
23 California Labor Code § 2699(l).

24 6. Settlement Administration Costs. The Settlement Administrator shall be paid from
25 the Maximum Settlement Amount for the costs of administration of the Settlement.
26 The Settlement Administrator has agreed to a fee not to exceed \$5,500. The
27 Settlement Administrator shall be paid for the settlement administration costs no later
28

1 than 42 calendar days after Defendant provides funds to the Settlement Administrator
2 for disbursement under this Agreement.

3 N. Mutual Full Cooperation. The Parties agree to cooperate fully with each other to
4 accomplish the terms of this Settlement Agreement, including but not limited to executing
5 the necessary documents and taking such other action as reasonably may be necessary to
6 implement the terms of this Settlement Agreement. As soon as practicable after executing
7 this Settlement Agreement, Class Counsel shall, with the assistance and cooperation of
8 Defendant and Defense Counsel, take all necessary steps to secure the Court's Preliminary
9 and Final Approval of this Settlement Agreement. The Parties also agree to cooperate in
10 the settlement administration process. The Parties each represent they do not have any
11 financial interest in the Settlement Administrator or otherwise have a relationship with the
12 Settlement Administrator that could create a conflict of interest. Class Counsel also will
13 notify Defense Counsel if subpoenaed or upon receipt of any other request for documents
14 or information regarding any other action filed or potential action against the Released
15 Parties that covers or includes any Settlement Class Members and the Released Claims or
16 any Aggrieved Employees and the PAGA Released Claims.

17 O. Preliminary Approval Motion. Plaintiff will file a motion to request preliminary approval
18 of the settlement, entry of a Preliminary Approval Order for preliminary approval of the
19 proposed Agreement, and the setting of a date for a final-approval hearing. The
20 Preliminary Approval Order shall provide for the Notice of Class and PAGA Action
21 Settlement to be sent to all Class Members as specified in this Stipulation. In conjunction
22 with the preliminary approval motion, Plaintiff shall submit this Agreement, which sets
23 forth the terms of this settlement, and will include the proposed Notice of Class and PAGA
24 Action Settlement.

25 P. Final Approval Motion. No later than 16 court days before the final approval hearing,
26 Plaintiff shall file with the Court a Motion for Final Approval of Settlement, Class
27 Representative Incentive Award/General Release Payment, Class Counsel Award, and
28

Settlement Administration Costs. Plaintiff shall provide a courtesy draft of those motion papers to Defense Counsel at least five calendar days before filing the documents.

1. Declaration by Settlement Administrator. The Settlement Administrator shall submit a declaration in support of Plaintiff's Motion for Final Approval of this Settlement. That declaration shall detail the number of Notices of Class and PAGA Action Settlement mailed and re-mailed to Class Members, the number of undeliverable Notices of Class and PAGA Action Settlement, the number of timely Requests for Exclusion, the number of Notices of Objection received, the amount of the average Individual Settlement Payment, the average Individual PAGA Payment, the settlement administration costs, and any other information that the Parties mutually agree to include or that the Court orders the Settlement Administrator to provide.

2. Final Approval Order. The Parties shall present a proposed Final Approval Order to the Court, consistent with the terms and conditions of this Agreement, for the Court's approval and judgment thereon.

Q. Option to Revoke Settlement. Defendant has the unilateral right to revoke this Agreement if, after the Response Deadline, the number of Class Members who have submitted timely and valid written Requests for Exclusion equals at least 5% of all Class Members. If Defendant exercises the option to terminate this Agreement, (a) Defendant shall provide written notice to Class Counsel within 15 calendar days after the Response Deadline, at which time this Agreement shall be *void ab initio*, (b) Defendant shall pay all settlement administration costs incurred up through that date and/or as a result of the termination, and (c) the Parties shall proceed in all respects as if this Agreement had not been executed.

R. Interim Stay of Proceedings. Pending the final approval hearing to be conducted by the Court, the Parties agree to stay all proceedings in the Action, except such proceedings as are necessary or desirable to implement and complete the Settlement.

S. Nullification of Settlement Agreement. In the event that (i) the Court denies preliminary approval with prejudice, (ii) the Court denies final approval with prejudice, (iii) the Court does not enter a final judgment as provided in this Stipulation, or (iv) the Settlement does

not become final for any other reason, this Agreement shall be null and void and any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from the beginning. In such a case, the Parties shall be returned to their respective statuses as of the date and time immediately before the execution of this Agreement, and the Parties shall proceed in all respects as if this Agreement had not been executed, except that any costs already incurred by the Settlement Administrator shall be paid by equal apportionment among the Parties, except as otherwise specified in Paragraph III.S. If an appeal is filed from the Court's final judgment, or any other appellate review is sought, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review. In that event, within 30 calendar days of that notification, the Parties shall pay any costs by equal apportionment that were incurred by the Settlement Administrator before it was notified of the filing of an appeal from the Court's final judgment or of any other appellate review.

T. No Effect on Employee Benefits. Amounts paid to Plaintiff, Settlement Class Members, and Aggrieved Employees under this Agreement shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of the Plaintiff, the Settlement Class Members, and Aggrieved Employees.

U. Headings. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

V. Amendment or Modification. This Agreement may be amended or modified only by a written instrument that: (1) is signed by counsel for all Parties or their successors-in-interest; (2) is signed by the Parties or their successors-in-interest; and (3) if the Court's approval is required, is as approved by the Court.

W. Entire Agreement. This Agreement and any attached Exhibits constitute the entire Agreement among these Parties.

X. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to

1 negotiate this Agreement, to take all appropriate actions required or permitted to be taken
2 by those Parties under this Agreement to effectuate its terms, and to execute any other
3 documents required to effectuate the terms of this Agreement. The person signing this
4 Agreement on behalf of Defendant represents and warrants that he or she is authorized to
5 sign this Agreement on behalf of Defendant. Plaintiff represents and warrants that he is
6 authorized to sign this Agreement and that he has not assigned or transferred to any third-
7 party or encumbered any claim, or part of a claim, demand, cause of action or any rights
8 herein released and discharged or covered by this Agreement.

9 Y. Binding on Successors and Assigns. The provisions of this Settlement Agreement shall
10 run in perpetuity. This Agreement shall be binding upon and inure to the benefit of the
11 successors or assigns of the Parties to this Agreement, including the Settlement Class
12 Members and the LWDA.

13 Z. California Law Governs. All terms of this Agreement and its Exhibits and any disputes
14 arising under this Agreement shall be governed by and interpreted in accordance with the
15 laws of the State of California.

16 AA. Counterparts. This Agreement may be executed in one or more counterparts and may be
17 electronically signed. All executed counterparts and each of them shall be deemed to be
18 one and the same instrument, provided that counsel for the Parties to this Agreement shall
19 exchange among themselves copies or originals of the signed counterparts.

20 BB. This Settlement Is Fair, Adequate, and Reasonable. The Parties believe this Settlement to
21 be a fair, adequate, and reasonable settlement of this Action and have arrived at this
22 Agreement after extensive arm's-length negotiations, taking into account all relevant
23 factors, present and potential. The Parties further agree that this Settlement Agreement
24 shall not be construed in favor of or against any Party by reason of the extent to which any
25 Party or his, her or its counsel participated in the drafting of this Settlement Agreement.

26 CC. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
27 respect to the interpretation, implementation and enforcement of the terms of this
28 Agreement and all orders and judgments entered in connection therewith. The Parties to

1 this Agreement and their counsel submit to the jurisdiction of the Court for purposes of
2 interpreting, implementing and enforcing the Settlement embodied in this Agreement and
3 all orders and judgments entered in connection with this Agreement.

4 DD. Invalidity of Any Provision. Before declaring any provision of this Agreement to be
5 invalid, the Court first shall attempt to construe that provision as valid to the fullest extent
6 possible consistent with applicable precedents so as to hold all provisions of this
7 Agreement valid and enforceable.

8 EE. Waiver of Certain Appeals. Provided that the Court does not materially modify the terms
9 of this Agreement, the Parties: (1) agree to waive all appeals from any orders of the Court
10 before final approval of the Settlement; and (2) further agree to waive all appeals from the
11 Court's final approval of the Settlement.

12 FF. Confidentiality of Documents. After the expiration of any appeals period, Plaintiff, the
13 Settlement Administrator, and Class Counsel shall maintain the confidentiality of all
14 settlement-related documents and other information obtained from the other Party in the
15 Action, unless necessary for appeal or such documents are ordered to be disclosed by the
16 Court or by a subpoena.

17 GG. No Admissions by the Parties. Plaintiff has asserted and continues to assert that the
18 Released Claims and the PAGA Released Claims have merit and give rise to liability on
19 Defendant's part. Defendant has asserted and continues to assert that the Released Claims
20 and the PAGA Released Claims have no merit and do not give rise to liability. This
21 Agreement is a compromise of disputed claims. Nothing contained in this Agreement, no
22 documents referred to in this Agreement and no action taken to carry out this Agreement
23 may be construed or used as an admission by or against the Defendant or Plaintiff or Class
24 Counsel as to the merits or lack of merit of the claims asserted. Moreover, nothing
25 contained in this Agreement is a waiver as to any positions, remedies, or other rights of
26 enforcement related to any claims or events not expressly resolved herein.

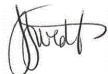
By signing below, the Parties indicate their approval of the form of this Settlement Agreement and its exhibits.

IN WITNESS WHEREOF, this Joint Stipulation of Class and PAGA Action Settlement and Release of Claims is executed by the Parties and their duly authorized attorneys as of the day and year set forth below.

IT IS SO AGREED:

DATED: April 9, 2025

BOISE CASCADE COMPANY

By: 
JILL TWEDT
Senior VP, General Counsel, and Secretary

DATED: _____, 2025

CRISTIAN PEREZ RUIZ

By: _____

APPROVED AS TO FORM:

DATED: _____, 2025

KELLER GROVER LLP

By: _____
ERIC A. GROVER
ROBERT W. SPENCER
Attorneys for Plaintiff
CRISTIAN PEREZ RUIZ

DATED: April 9, 2025

LITTLER MENDELSON, P.C.

By: 
ANGELA J. RAFOTH
BENJAMIN SANCHEZ
Attorneys for Defendant
BOISE CASCADE COMPANY

1 By signing below, the Parties indicate their approval of the form of this Settlement
2 Agreement and its exhibits.

3 IN WITNESS WHEREOF, this Joint Stipulation of Class and PAGA Action Settlement
4 and Release of Claims is executed by the Parties and their duly authorized attorneys as of the day
5 and year set forth below.

6 **IT IS SO AGREED:**

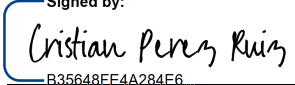
7
8 DATED: _____, 2025

BOISE CASCADE COMPANY

10 By: _____

11
12
13 DATED: 4/8/2025
14 _____, 2025

CRISTIAN PEREZ RUIZ

15 Signed by:
16 
17 By: B35648FE4A284E6

18 **APPROVED AS TO FORM:**

19 DATED: April 10, 2025

KELLER GROVER LLP

20 By: 
21 ERIC A. GROVER
22 ROBERT W. SPENCER
23 Attorneys for Plaintiff
CRISTIAN PEREZ RUIZ

24 DATED: _____, 2025

LITTLER MENDELSON, P.C.

25 By: _____
26 ANGELA J. RAFOTH
27 BENJAMIN SANCHEZ
28 Attorneys for Defendant
BOISE CASCADE COMPANY

EXHIBIT 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF ALAMEDA
Ruiz v. Boise Cascade Company
Case No. 25CV069044

NOTICE OF CLASS AND PAGA ACTION SETTLEMENT

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
However, your legal rights are affected whether you act or don’t act.*

This class and PAGA action settlement will affect your rights if you worked in California as a non-exempt employee of Boise Cascade Company at any time during the period from and including March 25, 2020 through April 21, 2025.

- Former non-exempt employee Cristian Perez Ruiz (“Class Representative” or “Plaintiff”) sued Boise Cascade Company (“Boise Cascade” or “Defendant”) on behalf of himself and current and former non-exempt employees in California and has alleged that Defendant violated the California Labor Code and the California Unfair Competition Law.
- The complaint also alleges that Plaintiff is entitled to recover civil penalties for himself and other aggrieved employees under the California Private Attorneys General Act of 2004 (“PAGA”).
- Plaintiff and Defendant have entered a settlement agreement (“Settlement”) that settles the Class and PAGA claims brought by the Class Representative on behalf of the current and former non-exempt employees in California. The Court has preliminarily approved the Settlement.
- If you worked as a non-exempt employee for Boise Cascade in California at any time during the period from and including March 25, 2020 through April 21, 2025, you are considered a putative class member (“Class Member”). Because you qualify as a Class Member, you could receive money from the Settlement.
- If you worked as a non-exempt employee for Boise Cascade in California at any time during the period from and including January 17, 2023 through April 21, 2025, you are considered an “Aggrieved Employee” under PAGA. If you qualify as an Aggrieved Employee, you will receive money from the Settlement of the PAGA claim. (In this Settlement, all Aggrieved Employees are also Class Members.)
- Your legal rights are affected whether you act or don’t act. Read this Notice carefully.

WHAT ARE YOUR OPTIONS?

DO NOTHING	If you do nothing, you will receive a Class Settlement payment if the Court approves the Settlement. In exchange for this payment, you will give up any rights to sue for the same claims that are released as part of this Settlement.
EXCLUDE YOURSELF	Give up all benefits, including money, from the Class Settlement. Retain all rights you may have against Boise Cascade, as explained below. NOTE: Aggrieved Employees may not opt out of the PAGA portion of the Settlement.
OBJECT	Write to the Court about why you don’t agree with the Settlement. The Court may or may not agree with your objection. If the Court approves the settlement, you will receive a Settlement payment.

HOW MUCH CAN I GET FROM THE CLASS ACTION SETTLEMENT?	Based on Boise Cascade's records, your Individual Settlement Payment is estimated to be \$ _____. This is based on your total Qualified Workweeks during the Class Period: _____.
HOW MUCH CAN I GET FROM THE PAGA SETTLEMENT?	Based on Boise Cascade's records, your Individual PAGA Payment is estimated to be \$ _____. This is based on your total Qualified Pay Periods during the PAGA Period: _____.

- Your rights and options – and the deadlines to exercise them – are explained in this Notice.
- The Court in charge of this case still must decide whether to grant final approval of the Settlement. If the Court approves the Settlement, and after any objections and appeals are resolved, payments will be made to (a) Settlement Class Members who do not opt out of the Class Settlement; and (b) all Aggrieved Employees.

WHY AM I RECEIVING THIS NOTICE?

Defendant's records show that you worked as a non-exempt employee for Boise Cascade in California during the period from and including March 25, 2020 through **April 21, 2025** (the "Class Period"). You received this Notice because you have a right to know about a proposed settlement of a class and PAGA action lawsuit and about your options before the Court decides whether to grant final approval of the Settlement. If the Court approves the Settlement, and after any objections and appeals are resolved, a Settlement Administrator appointed by the Court will make the payments that the Settlement allows.

This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

WHAT IS THIS LAWSUIT ABOUT?

Plaintiff filed a putative class action lawsuit on March 25, 2024 in Alameda County Superior Court (the "lawsuit") alleging causes of action against Defendant on a class-wide and PAGA representative basis for: (1) failure to provide meal periods and pay meal period premiums; (2) failure to authorize and permit rest breaks and pay rest period premiums; (3) failure to pay overtime wages; (4) failure to pay all wages owed upon separation of employment; (5) failure to timely pay wages during employment; (6) failure to reimburse business expenses; (7) failure to provide accurate itemized wage statements; (8) unfair business practices; and (9) civil penalties under the PAGA.

DO I HAVE AN ATTORNEY?

You do not need to hire your own attorney. You are already represented by Class Counsel (see below for their contact information). However, you may hire your own attorney at your own expense if you choose.

WHAT IS THE CASE STATUS?

Boise Cascade denies all of Plaintiff's allegations, or that it violated any law, and contends that it always complied with federal, state, and local laws. The Settlement is not an admission by Boise Cascade of any wrongdoing or an indication that any law was violated.

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The Court did not decide in favor of Plaintiff or Defendant. Nor has it decided whether this case could proceed as a class action.

Instead of going through class certification or to trial, after a thorough investigation into the facts of this lawsuit, both sides agreed to a settlement. The class and PAGA claims were settled because Class Counsel and the Class Representative believe that the terms of the Settlement, which include monetary benefits, are fair and reasonable in light of the strengths and weaknesses of the claims and other factors.

WHO IS IN THE CLASS?

You are part of the Settlement if you are a member of the Class, which includes all individuals who worked for Boise Cascade as non-exempt employees in California during the period from and including March 25, 2020 through April 21, 2025.

All Class Members are also Aggrieved Employees, who are defined to include all current and former non-exempt employees who worked for Boise Cascade in California at any time during the period from and including January 17, 2023 through April 21, 2025.

WHAT ARE THE TERMS OF THE SETTLEMENT?

In exchange for the release of claims against it and final judgment on the lawsuit, Defendant will pay \$659,000 ("Maximum Settlement Amount") plus the employer's share of payroll taxes, which includes all payments contemplated by the Settlement, including all payments to Class Members, an incentive award to Plaintiff, Class Counsel's attorneys' fees and costs, employee-side taxes, a payment to the California Labor and Workforce Development Agency ("LWDA") as part of the settlement of the PAGA claim, all payments to Aggrieved Employees, and settlement administration costs. The "Net Settlement Amount" is the amount remaining after deduction of Class Counsel's attorneys' fees and costs, the incentive award to Plaintiff, the PAGA Payment, and the settlement administration costs, all of which will be distributed to Class Members who do not opt out.

Subject to Court approval, the Maximum Settlement Amount will be allocated as follows:

- Individual Settlement Payments: Class Members who do not opt out ("Settlement Class Members") are eligible to receive money from the Net Settlement Amount as an Individual Settlement Payment, which is calculated as described below. The Net Settlement Amount is estimated to be approximately \$376,333. Your estimated gross Individual Settlement Payment from the Net Settlement Amount is listed on the second page of this Notice.
- Class Representative Incentive Award: Plaintiff will request from the Court an award of \$7,500 in recognition of his efforts and the risks in assisting with the prosecution of the lawsuit and in return for executing a General Release of claims against Defendant. This amount will be paid from the Maximum Settlement Amount, and any amount not awarded will revert to the Net Settlement Amount for distribution.
- Class Counsel Award: Class Counsel will request that the Court approve up to 33-1/3% of the Maximum Settlement Amount (\$219,667 of the \$659,000 settlement) as attorneys' fees for litigation and resolution of this Action and actual costs and expenses (estimated not to exceed

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\$25,000), as supported by declaration. This amount will be paid from the Maximum Settlement Amount, and any amount not awarded will revert to the Net Settlement Amount for distribution.

- Settlement Administration: The cost of settlement administration shall not exceed \$5,500, which pays for tasks such as mailing and tracking this Notice, tracking Requests for Exclusion and Notices of Objection, mailing checks and tax forms, and reporting to the parties and the Court.
- All checks issued to Settlement Class Members shall remain valid and negotiable for 180 calendar days after the date of their issuance. Any undeliverable or uncashed checks will then be voided and sent to Legal Aid at Work.
- The \$25,000 PAGA Payment is required by law to be split 75% to the LWDA and 25% to the Aggrieved Employees. Therefore, \$18,750 will be distributed to the LWDA and \$6,250 will be distributed to Aggrieved Employees. If you qualify as an Aggrieved Employee, your estimated Individual PAGA Payment is listed on the first page of this Notice.

WHAT CAN I RECEIVE FROM THE SETTLEMENT?

If you do not opt out of the Settlement, you will automatically receive your share of the Net Settlement Fund after the Court approves the Settlement. Your estimated share, that is your estimated gross Individual Settlement Payment, and your total Qualified Workweeks from Boise Cascade's records used to calculate it, are listed on the first page of this Notice. 50% of the Individual Settlement Payment will be designated as wages for which an IRS Form W-2 shall issue, and 50% shall be designated as unpaid business expense reimbursement, statutory penalties, and interest for which an IRS Form 1099 may issue.

HOW IS MY PORTION OF THE SETTLEMENT CALCULATED?

Your Individual Settlement Payment is your pro rata share of the Net Settlement Amount based on your total Qualified Workweeks, which is the total number of weeks that you worked as a non-exempt employee for Boise Cascade in California (based on Boise Cascade's records) during the Class Period (March 25, 2020 through April 21, 2025, inclusive). Your Qualified Workweeks will be divided by the total number of Qualified workweeks for all Settlement Class Members, resulting in your Payment Ratio. The Payment Ratio then will be multiplied by the Net Settlement Amount to determine your gross Individual Settlement Payment, except that no gross Individual Settlement Payment will be less than \$25.

Your Individual Settlement Payment may vary from the estimated payment listed on this form if any Class Members opt out of the Settlement and depending upon the amounts that the Court approves for awards to Class Counsel, the Class Representative, and the Settlement Administrator.

ONLY if you disagree with the Qualified Workweeks stated on page one of this Notice, mail a letter to the Settlement Administrator explaining why you disagree. Be as specific as possible and include copies of any supporting documents, such as paystubs. The decision of the Settlement Administrator will be final. Disputes must be mailed to the address below and must be postmarked no later than [insert same date as objection and opt-out deadline]:

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Settlement Administrator

<<Address>>

Phone: (*) ***-******

Facsimile: (*) ***-******

WHAT WILL I RECEIVE FROM THE PAGA SETTLEMENT?

Class Members who qualify as Aggrieved Employees also will receive an Individual PAGA Payment. Your Individual PAGA Payment will be based on your pro rata share of the 25% of the PAGA Payment (\$6,250) based on your number of Qualified Pay Periods during the PAGA Period, which is January 17, 2023 through **April 21, 2025**, inclusive. Your total Qualified Pay Periods will be divided by the total Qualified Pay Periods for all Aggrieved Employees, resulting in your Payment Ratio. The Payment Ratio will then be multiplied by \$6,250 to determine your Individual PAGA Payment.

WHAT HAPPENS IF I DO NOTHING?

If you do nothing and the Court approves the Settlement at the Final Approval Hearing, you will be issued your Individual Settlement Payment and your Individual PAGA Payment (if you also qualify as an Aggrieved Employee) without any further action needed from you.

To ensure receipt of your settlement payments, you must notify the Settlement Administrator of any change in your name, mailing address and/or telephone number. **It is your responsibility to keep the Settlement Administrator informed of your updated information, and your settlement payment will be mailed to the last known address that the Settlement Administrator has on file for you.**

WHEN AND WHERE IS THE FINAL APPROVAL HEARING?

The Court will hold the Final Approval Hearing on **<<date>>** in Department 21 of the California Superior Court for the County of Alameda, 1225 Fallon Street, Oakland, California 94612, to decide whether to approve the Settlement.

Please be advised that the date of the final approval hearing may change without further notice to the Class. Class Members are therefore advised to check the Court's website or contact the Settlement Administrator to confirm that the date and location has not been changed.

WHAT CLAIMS AM I GIVING UP IF I REMAIN PART OF THE SETTLEMENT?

Unless you exclude yourself, you will be considered a Settlement Class Member, and you will be bound by the terms of the Settlement, including the Release of the Released Claims as described below. That means you will be unable to sue, or to continue to sue, or be part of any other lawsuit about the Released Claims. It also means that all the Court's orders in this Action will apply to you and legally bind you.

Released Claims

The "Released Claims" means and includes all any and all causes of action, claims, rights, statutory damages, penalties, liabilities, expenses, and losses against the Released Parties arising between March 25, 2020 and April 21, 2025, inclusive, under state, federal, or local law, whether statutory or otherwise, arising out of the claims expressly pleaded in the Complaint (i.e., Labor Code §§ 201, 202, 203, 204b,

Questions? Call **<<SETTLEMENT ADMIN PH NO>>**

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218.6, 226, 226.3, 226.7, 510, 512, 1194, 1198, 1199, and 2802 and Business & Professions Code §§ 17200, *et seq.* based on alleged violations of these Labor Code provisions) and all other potential claims reasonably related to or arising out of the same set of facts pleaded in the Complaint, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law. The time period of the Released Claims shall be for the entirety of the Class Period.

“Released Parties” shall mean Defendant Boise Cascade Company and all of its parent companies, subsidiaries, divisions, concepts, related or affiliated companies, clients, and its or their shareholders, officers, directors, employees, agents, principals, representatives, attorneys, accountants, partners, investors, administrators, insurers, predecessors, successors and assigns, and any individual or entity that could be liable for any of the Released Claims.

WHAT CLAIMS ARE RELEASED BY THE SETTLEMENT OF PAGA CLAIMS?

If this Settlement is approved, then Plaintiff, individually and as a representative acting as a proxy or agent of the LWDA, a State of California Executive Branch Agency, agrees to release the Released Parties of and from any and all any and all claims for civil penalties under PAGA based on the labor code violations alleged in each and every PAGA notice sent by Plaintiff to the LWDA as well as all facts, theories, or claims for civil penalties that would be considered administratively exhausted under applicable law by the PAGA notices Plaintiff sent to the LWDA.

WHAT SHOULD I DO IF I DO NOT WANT TO BE PART OF THE SETTLEMENT?

If you do not wish to participate in the Class Settlement, you may exclude yourself (generally called “opting out”) by submitting a written Request for Exclusion to the Settlement Administrator. Your request to opt-out must: (a) be in writing; (b) state your name, address, and the last four digits of your social security number; and (c) include a typed or handwritten statement requesting exclusion from the Settlement Class and stating in substance: “I wish to opt out of the settlement of the class action lawsuit entitled *Ruiz v. Boise Cascade Company*.”

You must personally sign the Request for Exclusion and may not have someone sign for you, nor may you submit a Request for Exclusion on behalf of a group or anyone else. Your Request for Exclusion must be signed and mailed via United States first class mail postmarked no later than <<Date>> [45 calendar days after initial mailing] to:

Settlement Administrator

<<Address>>

Phone: (***) ***-****

If you submit a timely Request for Exclusion, then upon its receipt you shall not be a member of the Settlement Class, you shall be barred from participating in any portion of the Settlement, and you may not object to the Settlement.

If you submit a timely Request for Exclusion, you may then pursue, at your own expense, any claims you may have against Boise Cascade. If you do not submit a complete and timely written Request for Exclusion, you will be included in the Settlement Class and be bound by the terms of the Settlement (including the Released Claims described above), whether or not you objected to the Settlement.

Questions? Call <<SETTLEMENT ADMIN PH NO>>

NOTE: Aggrieved Employees in a PAGA action may not opt-out of a PAGA settlement. Thus, in a settlement involving both class and PAGA claims, employees may only opt-out from participating in the class portion of the settlement. If you submit a timely Request for Exclusion and are an Aggrieved Employee, you will still receive an Individual PAGA Payment representing your portion of the PAGA Payment.

WHAT SHOULD I DO IF I WANT TO OBJECT TO THE SETTLEMENT?

Any Settlement Class Member who has not asked to be excluded from this Settlement may object to the Settlement. Keep in mind that objecting is not the same as requesting to be excluded. Submitting an objection will not exclude you from the Settlement Class. If your objection is overruled, you will still be bound by the Settlement.

If you wish to object to the Settlement, you may submit your written Notice of Objection to the Settlement Administrator stating the basis or reason(s) for your objection to the Settlement. You may object to any of the terms in the Settlement Agreement, including but not limited to the proposed Class Counsel Award, the Class Representative Incentive Award, or the Settlement Administrator's payment. A written Notice of Objection must be signed by you and include: (1) the name and case number of this Action, (2) your full name and most current address, (3) the last four digits of your Social Security number; (4) the basis for the objection; and (5) a statement of whether you intend to appear at the Final Approval Hearing. The failure to submit a written objection does not waive a Settlement Class Member's right to appear and orally object at the final approval hearing.

The written Notice of Objection must be mailed via United States first class mail postmarked no later than <<Date>> [45 calendar days after initial mailing] to:

Settlement Administrator

<<Address>>

Phone: (*) ***-******

If you have submitted a written objection, you may also appear at the Final Approval Hearing set for _____, 2025 in Department 21 of the California Superior Court for the County of Alameda, 1225 Fallon Street, Oakland, California 94612, and discuss your objections with the Court and the Parties. The Final Approval Hearing may be continued to another date without further notice.

You have the right to retain your own attorney, at your own expense, to submit a Notice of Objection or appear on your behalf at the Final Approval Hearing.

If the Court approves the Settlement despite any objections, and you have not opted out of the Settlement, you will receive your Individual Settlement Payment and will be bound by the terms of the Settlement (including the Released Claims described above).

You cannot both object and opt-out. If you submit both a Request for Exclusion and a Notice of Objection, the Notice of Objection will be invalid, while the Request for Exclusion will be valid.

HOW DO I GET ADDITIONAL INFORMATION?

Questions? Call <<SETTLEMENT ADMIN PH NO>>

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This Notice only summarizes the proposed Settlement and its terms. For more information, contact Class Counsel at the below address or phone number. You may also access the Court docket by visiting the office of the Clerk of the California Superior Court for the County of Alameda, 1225 Fallon Street, Oakland, California 94612. You may also pay to review documents online by accessing the Alameda County Public Portal at <https://eportal.alameda.courts.ca.gov/?q=node/388> and doing a "Case Number Search" for case number "24CV069044."

If you have further questions regarding this case or Settlement, you may contact Class Counsel, whose contact information is provided below:

Eric A. Grover
eagrover@kellergrover.com
Robert W. Spencer
rspencer@kellergrover.com
KELLER GROVER LLP
1965 Market Street
San Francisco, California 94103
Telephone: (415) 543-1305
Facsimile: (415) 543-7861

In addition to contacting Class Counsel, you may contact the Settlement Administrator at (800) ____.

PLEASE DO NOT WRITE OR TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT OR THE SETTLEMENT PROCESS.

Questions? Call <<SETTLEMENT ADMIN PH NO>>

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EXHIBIT 2

DocuSign Envelope ID: 10CB298A-DB86-434E-A34A-DBFF81CA2906
Ruiz v. Boise Cascade Company
Settlement Administrator

[insert address]

[Insert Recipient's Address]

**THIS IS A LEGAL NOTICE REGARDING DEADLINES AFFECTING YOUR RIGHTS TO
MONEY FROM A CLASS ACTION SETTLEMENT. IT IS NOT AN ADVERTISEMENT OR A SOLICITATION.**

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EXHIBIT B

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7 Attorneys for Plaintiff
8 CRISTIAN PEREZ RUIZ

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF ALAMEDA**

12 CRISTIAN PEREZ RUIZ, on behalf of)
13 himself, all others similarly situated, and all)
14 aggrieved employees,)
15 Plaintiffs,)
16 v.)
17 BOISE CASCADE COMPANY; and DOES 1)
18 through 10, inclusive,)
19 Defendants.)
20)
21)
22)
23)
24)
25)
26)
27)
28)

Case No: **24CV069044**
CLASS & REPRESENTATIVE ACTION
CLASS ACTION COMPLAINT FOR:
1. UNFAIR BUSINESS PRACTICES;
2. VIOLATIONS OF THE LABOR CODE;
3. PENALTIES; and
4. ATTORNEYS' FEES.
DEMAND FOR JURY TRIAL

ELECTRONICALLY FILED
Superior Court of California,
County of Alameda
03/25/2024 at 05:15:55 PM
By: Damaree Franklin,
Deputy Clerk

Plaintiff CRISTIAN PEREZ RUIZ, on behalf of himself, all others similarly situated, and all aggrieved employees, complains against Defendants BOISE CASCADE COMPANY and Does 1 through 10 (all referred to collectively as “Defendants” or “BOISE CASCADE COMPANY”) as follows:

I. JURISDICTION AND VENUE

1. This Court has subject matter jurisdiction over Plaintiff’s claims, based on, among other statutes, California Business & Professions Code §§ 17200, *et seq.*, and California Labor Code §§ 201-203, 204b, 226(a), 226.3, 226.7, 510, 512, 1194, 1198, and 1199. In particular, Plaintiff has complied with all California Labor Code § 2699.3 requirements for commencing a civil action under the California Private Attorneys General Act of 2004, California Labor Code §§ 2698, *et seq.* (“PAGA”).

2. This Court has personal jurisdiction over the parties because, at all relevant times, Plaintiff was a California resident who worked in California for Defendants and Defendants systematically and continuously have conducted business in the State of California.

3. Venue is proper in this Court because California Code of Civil Procedure §§ 395 and 395.5, and case law interpreting those sections, provide that if a business entity fails to designate with the office of the California Secretary of State a principal place of business in California, it is subject to being sued in any county in the state that plaintiff desires. On information and belief, as of the date this Complaint is filed, Defendant BOISE CASCADE COMPANY is a Delaware corporation and has failed to designate a principal place of business in California with the office of the Secretary of State. According to the most recent statement of information filed with the California Secretary of State, Defendant BOISE CASCADE COMPANY has no designated principal place of business within California and its principal place of business is located at 1111 West Jefferson Street, Suite 300, Boise, Idaho 83702-5389.

II. PARTIES AND BACKGROUND

4. Plaintiff CRISTIAN PEREZ RUIZ is an adult who worked for Defendants as a non-exempt employee. He worked for Defendants from approximately August 2023 through January 2024 at Defendant’s facility in Lathrop, California. He typically worked five days a week,

1 typically eight to 10 hours a day, or more.

2 5. Defendant BOISE CASCADE COMPANY is a Delaware corporation doing
3 business throughout California and is a “person” as defined by California Labor Code § 18 and
4 California Business and Professions Code § 17201. In addition, it is an “employer” as that term is
5 used in the California Labor Code and in the California Industrial Welfare Commission’s Orders
6 regulating wages, hours, and working conditions.

7 6. Plaintiff is ignorant of the true names and capacities of Defendants sued as Does 1
8 through 10, inclusive, and therefore sues those Defendants by those fictitious names. Plaintiff will
9 amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is
10 informed and believes and on that ground alleges that each of the fictitiously-named Defendants
11 is responsible in some manner for the occurrences alleged and that Plaintiff’s damages and other
12 losses as alleged are proximately caused by those occurrences.

13 7. Plaintiff brings this action on behalf of a proposed state-wide class of non-exempt
14 employees who worked for BOISE CASCADE COMPANY in California to challenge
15 Defendants’ (a) policy and practice of failing overtime compensation at the correct rate by failing
16 to include non-discretionary bonuses when calculating the regular rate, therefore leading to an
17 incorrect overtime rate; (b) policy and practice of violating California Labor Code §§ 226.7 and
18 512 and IWC Wage Order 1-2001 by failing to provide meal periods to employees, including
19 second meal periods to employees who worked more than 10 hours in a day; (c) policy and practice
20 of violating California Labor Code § 226.7 and IWC Wage Order 1-2001 by failing to authorize
21 and permit all rest breaks to employees, including third rest breaks to employees who worked more
22 than 10 hours in a day, (d) policy and practice of violating California Labor Code § 226 by failing
23 to provide complete and accurate itemized wage statements; (e) policy and practice of violating
24 California Labor Code §§ 201-203 by failing to pay former employees all wages due and owing at
25 the time of discharge or voluntary quit, and (d) failure to reimburse all necessary expenditures and
26 losses incurred in the direct consequence of the discharge of their duties in violation of Labor Code
27 § 2802.

28 8. Plaintiff brings this action on behalf of himself and a proposed class of all non-

1 exempt employees who worked for BOISE CASCADE COMPANY in California at any time
2 during the applicable limitations period preceding the filing of this Complaint and up through the
3 present and until compliance with the law. Additionally, Plaintiff brings this as a representative
4 action on behalf of all aggrieved employees. Plaintiff seeks recovery of all allowable compensation
5 and other sums for the violations described above, including overtime, penalties/premium pay for
6 missed meal periods and rest breaks, restitution and restoration of sums owed and property
7 unlawfully withheld, statutory penalties, interest, attorneys' fees, and costs.

8 **III. FACTUAL ALLEGATIONS**

9 9. BOISE CASCADE COMPANY manufactures and distributes wood products
10 throughout California. It has a manufacturing facility in Lathrop, California.

11 10. At all relevant times, Plaintiff was employed by BOISE CASCADE COMPANY
12 as non-exempt employees in an on-site construction occupation as defined by § 2(C) of IWC Wage
13 Order 1-2001. During his employment with BOISE CASCADE COMPANY, Plaintiff worked
14 five days a week, and typically worked shifts of eight to 10 hours a day, or more.

15 11. At all relevant times, Labor Code §§ 1194, 1198 and 1199 require employers to pay
16 overtime compensation at the correct overtime rate. Defendants had a policy and practice of failing
17 to pay overtime wages at the correct overtime rate by failing to include non-discretionary bonuses
18 when calculating the regular rate, leading to an incorrect overtime rate. Defendant provides non-
19 discretionary bonuses to Plaintiff and other putative class members for filling out "RADAR" safety
20 reports each month. Defendants failed to include this safety bonus when calculating Plaintiff and
21 putative class members' regular rate, leading to an incorrect overtime rate. On behalf of himself
22 and the class, Plaintiff seeks wages for unpaid overtime compensation.

23 12. At all relevant times, Labor Code §§ 226.7 and 512 and IWC Wage Order 1-2001,
24 § 10 requires employers to provide employees with (1) a first meal period of not less than 30
25 minutes' duration, during which they are relieved of all duty (hereinafter referred to as
26 "duty-free"), before they have worked more than five hours in a day and (2) a second duty-free
27 meal period of not less than 30 minutes' duration, during which they are relieved of all duty, before
28 they have worked more than 10 hours in a day. As alleged herein, BOISE CASCADE COMPANY

1 had a policy and practice of failing to provide Plaintiff and other putative class members with
2 adequate timely, duty-free meal periods that were 30 minutes in length. Additionally, as alleged
3 herein, Plaintiff and other putative class members worked more than 10 hours in a day and BOISE
4 CASCADE COMPANY had a policy and practice of failing to provide them with all timely and
5 required uninterrupted meal periods of at least 30 minutes' duration. Plaintiff alleges that he and,
6 on information and belief, other putative class members never waived their right to a second meal
7 period. Further, Plaintiff and other putative class members occasionally worked more than 12
8 hours in a day. Under Labor Code § 512(a), second meal periods are not waivable for employees
9 who work more than 12 hours in a day.

10 13. At all relevant times, Labor Code § 226.7 and IWC Wage Order No. 1 required
11 employers to authorize and permit a paid rest break of at least 10 minutes for every four hours of
12 work performed or major fraction thereof. An employee working more than ten hours in a single
13 workday is entitled to three paid rest breaks, each lasting at least 10 minutes. As alleged herein,
14 BOISE CASCADE COMPANY employed a policy and practice of failing to authorize and permit
15 Plaintiff and the class to take timely, duty-free rest periods of at least 30 minutes in length, and/or
16 paying rest period premiums to Plaintiff and other putative class members for such rest periods not
17 provided, in violation of the Labor Code and Wage Order 1-2001. Further, Plaintiff and other
18 putative class members did not receive third rest breaks on shifts over 10 hours and did not receive
19 premium pay for such violations.

20 14. Labor Code § 226 provides that every employer is required, "semimonthly or at the
21 time of each payment of wages," to give each employee an itemized wage statement, including
22 "gross wages earned." Defendants had a policy and practice of violating Labor Code § 226 by
23 failing to provide complete and accurate itemized wage statements to Plaintiff and the putative
24 class members in that the wage statements provided did not, among other things, include the
25 correct gross wages earned as they are missing overtime pay as well as premium pay for missed
26 meal and rest breaks as described above.

27 15. Defendants had a policy and practice of violating California Labor Code §§ 201-
28 203 by failing to pay Plaintiff and putative class members all wages due and owing at the time of

1 discharge or voluntary quit. Plaintiff and putative class members still are owed wages, including
2 without limitation the unpaid overtime wages.

3 16. Defendants implemented a policy and practice of failing to reimburse Plaintiff and
4 other putative class members for necessary expenditures and losses as required by Labor Code §
5 2802. BOISE CASCADE COMPANY required Plaintiff and other putative class members to fill
6 out “Radar” safety reports numerous times each month on their personal cellular telephones
7 through a required smartphone application called “Duo.” Defendants did not reimburse Plaintiff
8 and other putative class members for such use of their personal cellular telephones, including the
9 cost of the associated cellular telephone service plan. Plaintiff and other putative class members
10 have not received full reimbursement and/or indemnity for all necessary expenditures or losses
11 incurred in connection with the purchase of the items above.

12 17. Defendants had a policy and practice of failing to pay employees in a timely manner
13 as required by Labor Code § 204b. BOISE CASCADE COMPANY required Plaintiff and other
14 putative class members to fill out “Radar” safety reports numerous times each month on their
15 personal cellular telephones through a required smartphone application called “Duo.” Defendants
16 did not reimburse Plaintiff and other putative class members for such use of their personal cellular
17 telephones, including the cost of the associated cellular telephone service plan.

18 **IV. CLASS ACTION ALLEGATIONS**

19 18. Plaintiff brings this action on behalf of himself and as a class action under Code of
20 Civil Procedure § 382 on behalf of a class of similarly situated persons employed by BOISE
21 CASCADE COMPANY in the State of California. Specifically, Plaintiff seeks to represent the
22 class of all non-exempt employees who performed work for BOISE CASCADE COMPANY in
23 California at any time during the applicable limitations period preceding the filing of this
24 Complaint and up through the present and until compliance with the law. Plaintiff also seeks to
25 represent the following sub-classes of employees who worked for BOISE CASCADE COMPANY
26 within the State of California:

- 27 (a) All non-exempt employees who performed work for BOISE CASCADE
28 COMPANY in California at any time during the applicable limitations

period preceding the filing of this Complaint and up through the present and until compliance with the law, inclusive, who were not paid overtime wages at the correct overtime rate;

(b) All non-exempt employees who performed work for BOISE CASCADE COMPANY in California at any time during the applicable limitations period preceding the filing of this Complaint and up through the present and until compliance with the law, inclusive, who were not provided all meal periods required by law;

(c) All non-exempt employees who performed work for BOISE CASCADE COMPANY in California at any time during the applicable limitations period preceding the filing of this Complaint and up through the present and until compliance with the law, inclusive, who were not authorized and permitted to take all rest breaks as required by law;

(d) All non-exempt employees who performed work for BOISE CASCADE COMPANY in California at any time during the applicable limitations period preceding the filing of this Complaint and up through the present and until compliance with the law, inclusive were not provided with accurate, itemized wage statements;

(e) All non-exempt employees who performed work for BOISE CASCADE COMPANY in California at any time during the applicable limitations period preceding the filing of this Complaint and up through the present and until compliance with the law, inclusive, who were not paid all wages due upon discharge or voluntary quit as required by Labor Code §§ 201-203; and

(f) All non-exempt employees who performed work for BOISE CASCADE COMPANY in California at any time during the applicable limitations period preceding the filing of this Complaint and up through the present and

1 until compliance with the law, inclusive, who were not reimbursed for
2 necessary expenditures and losses incurred at the direction of Defendants.

3 19. The class and sub-classes that Plaintiff seeks to represent contain numerous
4 members and are clearly ascertainable. Plaintiff reserves the right under Rule 3.765 of the
5 California Rules of Court to amend or modify the class and sub-class descriptions with greater
6 specificity or further division into additional sub-classes or limitation to particular issues.

7 20. By their unlawful practices and policies, Defendants have violated the rights of
8 employees under the laws and regulations of the State of California. The questions raised are,
9 therefore, of common or general interest to the class members, who have a well-defined
10 community of interest in the questions of law and fact raised in this action.

11 21. Plaintiff's claims are typical of those of the class, as Plaintiff now suffers and has
12 suffered in the past from the same violations of the law as other members of the proposed class.
13 Plaintiff has retained competent counsel to represent himself and the class, and Plaintiff will fairly
14 and adequately represent the interests of the class.

15 22. This action may properly be maintained as a class action under Code of Civil
16 Procedure § 382 because there is a well-defined community of interest in the litigation and the
17 proposed class and sub-classes are easily ascertainable.

18 **Numerosity**

19 23. The members of the proposed class are so numerous that joinder of all class
20 members is impractical. While the precise number of class members has not been determined at
21 this time, Plaintiff is informed and believes that Defendants have employed as many as 300
22 workers or more in the relevant time period.

23 24. Plaintiff alleges that Defendants' employment records would contain relevant
24 information as to the number of members of the proposed class.

25 **Commonality**

26 25. There are questions of law and fact common to the class that predominate over any
27 questions affecting only individual class members. Those common questions of law and fact
28 include, without limitation, the following:

- (a) Whether Defendants had a policy or practice of violating Labor Code §§ 510, 1194, 1198 and 1199 by failing to pay class members overtime at the correct rate;
- (b) Whether Defendants had a policy and practice of failing to provide class members with all of their required meal periods;
- (c) Whether Defendants had a policy and practice of failing to authorize and permit class members to take all of their required rest periods
- (d) Whether Defendants had a policy and practice of violating Labor Code § 226 by failing to provide required information on wage statements, such as gross wages earned, and whether those statements were accurate;
- (e) Whether Defendants had a policy and practice of violating Labor Code §§ 201-203 by failing to pay departing class members all wages, including statutory minimum wages, due at the time of discharge or voluntary quit;
- (f) Whether Defendants violated Labor Code section 2802 by failing to reimburse merchandisers for all necessary expenditures and losses incurred in the direct consequence of the discharge of their duties; and
- (g) Whether Plaintiff and the class members are entitled to equitable relief under Business and Professions Code §§ 17200, *et seq.*

Typicality and Adequacy of Representation

26. Plaintiff's claims are typical of the claims of the proposed class. Plaintiff and all members of the proposed class sustained injuries and economic loss arising out of and caused by Defendants' common course of conduct in violation of laws and regulations alleged in this Complaint.

27. Plaintiff will fairly and adequately protect the interests of all proposed class members. Plaintiff has no interests that are antagonistic to those of the proposed class and are not subject to any unique defenses. Plaintiff also has retained counsel experienced in class actions and in representing employees and protecting employees' rights.

Superiority of Class Action

28. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all proposed class members is not practicable, and questions of law and fact common to the class predominate over any questions affecting only individual members of the class. Each member of the class has been damaged and is entitled to recovery by reason of Defendants' illegal policies and/or practices.

29. Class action treatment will allow those similarly-situated persons to litigate their claims in the manner that is most effective and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

30. A class action is superior to other available methods for the fair and efficient adjudication of this controversy because individual litigation of the claims of all proposed class members is impractical. Even if every proposed class member could afford individual litigation, the court system could not. It would be unduly burdensome to the courts if individual litigation of numerous cases were to be required. Individualized litigation also would present the potential for varying, inconsistent, or contradictory judgments and would magnify the delay and expense to all parties and to the court system resulting from multiple trials of the same complex factual issues. By contrast, the conduct of this action as a class action with respect to some or all of the issues presented herein gives rise to fewer management difficulties, conserves the resources of the court system and the parties and protects the rights of each proposed class member. Further, it prevents the very real harm that would be suffered by numerous putative class members who simply will be unable to enforce individual claims of this size on their own, and by Defendants' competitors, who will be placed at an unfair competitive disadvantage as their punishment for obeying the law. Plaintiff does not anticipate difficulties in the management of this action.

V. REPRESENTATIVE ACTION ALLEGATIONS

31. Plaintiff seeks to represent all aggrieved employees with the meaning of Labor Code §§ 2698, *et seq.*, who are or were employed by Defendants as non-exempt employees whom performed work within the state of California and were not paid overtime at the correct overtime

1 rate.

2 32. Plaintiff seeks to represent all aggrieved employees with the meaning of Labor
3 Code §§ 2698, *et seq.*, who are or were employed by Defendants as non-exempt employees whom
4 performed work for BOISE CASCADE COMPANY in the State of California who were not
5 provided their required meal periods.

6 33. Plaintiff seeks to represent all aggrieved employees with the meaning of Labor
7 Code §§ 2698, *et seq.*, who are or were employed by Defendants as non-exempt employees whom
8 performed work for BOISE CASCADE COMPANY in the State of California who were not
9 authorized or permitted to take all of their required rest periods.

10 34. Plaintiff seeks to represent all aggrieved employees with the meaning of Labor
11 Code §§ 2698, *et seq.*, who are or were employed by Defendants as non-exempt employees whom
12 performed work for BOISE CASCADE COMPANY in the State of California who did not receive
13 complete and accurate itemized wage statements in violation of Labor Code § 226(a).

14 35. Plaintiff seeks to represent all aggrieved employees with the meaning of Labor
15 Code §§ 2698, *et seq.*, who are or were employed by Defendants as non-exempt employees whom
16 performed work for BOISE CASCADE COMPANY in the State of California who were not paid
17 all wages due at the time of discharge or voluntary quit in violation of Labor Code §§ 201-203.

18 36. Plaintiff seeks to represent all aggrieved employees with the meaning of Labor
19 Code §§ 2698, *et seq.*, who are or were employed by Defendants as non-exempt employees whom
20 performed work for BOISE CASCADE COMPANY in the State of California who were not paid
21 all wages in a timely manner as required by Labor Code § 204b.

22 37. There is a well-defined community of interest in the question of law and fact
23 affecting the aggrieved employees whom Plaintiff seeks to represent. The aggrieved employees'
24 claims against Defendants involve questions of common or general interest, including, but not
25 limited to, the following: (1) whether Defendants had a policy and practice of failing to pay
26 aggrieved employees overtime at the correct overtime rate; (2) whether Defendant had a policy
27 and practice of failing to provide aggrieved employees with all of their required meal periods; (3)
28 whether Defendants had a policy and practice of failing to provide aggrieved employees with all

of their required rest periods; (4) whether Defendants had a policy and practice of violating Labor Code § 226 by failing to provide required information on wage statements, such as gross wages earned, and whether those statements were accurate; (5) whether Defendants had a policy and practice of failing to pay departing aggrieved employees all wages due at the time of discharge or voluntary quit in violation of Labor Code §§ 201-203; (6) whether Defendants had a policy and practice of failing to pay aggrieved employees in a timely manner as required by Labor Code § 204b; and (7) whether Defendants had a policy and practice violating Labor Code § 2802 by failing to reimburse aggrieved employees for all necessary expenditures and losses incurred in the direct consequence of the discharge of their duties.

38. Plaintiff's claims are typical of the claims of the members of the aggrieved employees whom Plaintiff seeks to represent on a representative basis and his interests are consistent with, and not antagonistic to, those of the other aggrieved employees. Plaintiff will fairly and adequately represent the interests of the aggrieved employees whom he seeks to represent because Plaintiff is also an aggrieved employee and his claims are typical of those of the aggrieved employees. Plaintiff has retained attorneys who are experienced in the prosecution of class and representative actions, and Plaintiff intends to prosecute this action vigorously.

39. Common questions of law and fact exist as to all aggrieved employees that predominate over any other questions affecting only individual aggrieved employees.

40. Plaintiff requests permission to amend the Complaint to include additional representatives if either Plaintiff is deemed not to be an adequate representative of the aggrieved employees.

VI. FIRST CAUSE OF ACTION

(UNFAIR BUSINESS PRACTICES – CAL. BUS. & PROF. CODE §§ 17200, *et seq.*)

41. Plaintiff repeats and realleges each and every paragraph above as though fully set forth herein.

42. California Business and Professions Code §§ 17200, *et seq.*, prohibit unfair competition in the form of any unlawful, unfair, deceptive, or fraudulent business act or practice.

43. Beginning at an exact date unknown to Plaintiff, but at least during the four-year

1 period preceding the filing of this Complaint and up through the present, Defendants committed
2 unlawful acts and practices as defined by California Business and Professions Code §§ 17200, *et*
3 *seq.* Defendants have had a policy and practice of engaging in unlawful and unfair business
4 practices including, but not limited to, violations of:

- 5 (a) Labor Code §§ 510 and 1194 (failure to pay overtime at the correct rate);
- 6 (b) Labor Code §§ 226.7 and 512 (failure to provide meal periods);
- 7 (c) Labor Code § 226.7 (failure to authorize and permit rest breaks);
- 8 (d) Labor Code § 226 (failure to provide accurate itemized wage statements);
- 9 (e) Labor Code §§ 201-203 (failure to pay all wages, including statutory
10 minimum wages, due and owing at time of discharge or voluntary quit);
- 11 (f) Labor Code § 2802 (failure to reimburse business expenses); and
- 12 (g) Industrial Welfare Commission IWC Wage Order No. 1-2001.

13 44. The violations of those laws and the acts and practices described in this Complaint
14 constitute unlawful, unfair, deceptive and fraudulent business acts and practices and unfair
15 competition within the meaning of Business and Professions Code §§ 17200, *et seq.*

16 45. As a direct and proximate result of those acts and practices, Defendants have
17 received and continue to hold as ill-gotten gains money and property belonging to Plaintiff and the
18 class, in that Defendants have profited in those amounts from their unlawful practices.

19 46. Business and Professions Code § 17203 provides that the Court may restore to any
20 person in interest any money or property that may have been acquired by means of unfair
21 competition and may order Defendants to make restitution to Plaintiff for the practices alleged in
22 this Complaint. Plaintiff and putative class members are entitled under Business and Professions
23 Code §§ 17203 and 17208 to restitution and restoration of all wages unlawfully withheld at any
24 time during the four-year period preceding the filing of this Complaint and up through the present
25 and until the violations have been corrected, together with all civil penalties owed in connection
26 with those violations. Plaintiff will, upon leave of the Court, amend this Complaint to state those
27 amounts when they are ascertained.

28 47. Plaintiff's success in this action will enforce important rights affecting the public

1 interest and, in that regard, Plaintiff sues on behalf of the proposed class as well as on behalf of
2 himself and the general public. Plaintiff seeks and is entitled to unpaid wages and any other
3 remedy owing to Plaintiff and all others similarly situated.

4 48. To prevent Defendants from profiting and benefiting from their wrongful and
5 illegal policies and practices, an order requiring Defendants to restore to Plaintiff and class
6 members all monies and property unlawfully gained through Defendants' unlawful practices is
7 appropriate and necessary.

8 49. Plaintiff takes upon himself the enforcement of these laws and lawful claims. There
9 is a financial burden incurred in pursuing this action and it would be against the interests of justice
10 to penalize Plaintiff by forcing him to pay attorneys' fees from the recovery in this action.
11 Therefore, an award of attorneys' fees is appropriate under California Code of Civil Procedure §
12 1021.5.

13 Wherefore, Plaintiff prays for relief as set forth below.

14 **VII. SECOND CAUSE OF ACTION**

15 **(UNPAID OVERTIME PAY – LABOR CODE §§ 510, 1194)**

16 50. Plaintiff repeats and realleges each and every paragraph above as though fully set
17 forth herein.

18 51. Labor Code § 510 and IWC Wage Order 1-2001, require, among other things:

- 19 (a) One and one-half times the employee's regular rate of pay for all hours
20 worked in excess of eight hours and up to and including 12 hours in any
21 workday, and for the first eight hours worked on the seventh consecutive
22 day of work in a workweek; and
23 (b) Double the employee's regular rate of pay for all hours worked in excess of
24 12 hours in any workday and for all hours worked in excess of eight hours
25 on the seventh consecutive day of work in a workweek.

26 52. Defendants had a policy and practice of failing to pay Plaintiff and other putative
27 class members overtime at the correct rate. Defendants failed to take non-discretionary safety
28 bonuses into account when calculating the regular rate, leading to an incorrect overtime rate.

53. Plaintiff seeks to recover all unpaid overtime pay due to Plaintiff and other putative class members, and interest, under Labor Code §§ 1194 and 218.6.

54. Plaintiff seeks attorneys' fees and costs under Labor Code § 1194, which provides for a private right of action to recover unpaid overtime compensation and also provides for the recovery of attorneys' fees and costs by a prevailing employee.

Wherefore, Plaintiff prays for relief as set forth below.

VIII. THIRD CAUSE OF ACTION
(UNPAID OVERTIME –

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

55. Plaintiff repeats and realleges each and every paragraph above as though fully set forth herein.

56. California Labor Code § 2699(f) permits "aggrieved employees" to recover certain penalties on their own behalf and on behalf of other current and former employees.

57. Plaintiff is an "aggrieved employee" as that term is defined in the Labor Code Private Attorneys General Act of 2004 because his is a person who was employed by the alleged violator and against whom one or more of the alleged violations was committed.

58. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code §§ 510, 1194, 1198 and 1199.

59. By the actions alleged herein, Defendants failed to pay Plaintiff and other aggrieved employees overtime at the correct overtime rate, in violation of Labor Code §§ 510, 1194, 1198 and 1199.

60. Therefore, Plaintiff and all current and former aggrieved employees demand the penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 510, 1194, 1198 and 1199.

61. Plaintiff further seeks reasonable attorneys' fees and costs under Labor Code §§ 1194 and 2699(g)(1).

62. Wherefore, Plaintiff prays for relief as set forth below.

IX. FOURTH CAUSE OF ACTION
(FAILURE TO PROVIDE MEAL PERIODS)

63. Plaintiff repeats and realleges each and every paragraph above as though fully set forth herein.

64. At all relevant times, the Defendants were “employers” of Plaintiff and members of the proposed class within the meaning of Labor Code §§ 226.7 and 512 and IWC Wage Order 1-2001, § 2(F).

65. At all relevant times, Plaintiff and members of the proposed class were “employees” of Defendants within the meaning of Labor Code §§ 226.7 and 512 and IWC Wage Order 1-2001, § 2(E). Plaintiff and members of the proposed class also were employed by Defendants in the manufacturing industry, as defined in and within the meaning of IWC Wage Order 1-2001, § 2(H).

66. At all relevant times, Labor Code §§ 226.7 and 512 and IWC Wage Order 1-2001, § 11 have provided that employees must receive a first meal period of not less than 30 minutes before they have worked more than five hours in a day and a second meal period of not less than 30 minutes before they have worked more than 10 hours in a day.

67. As alleged above, Defendants failed to provided Plaintiff and members of the proposed with timely, duty-free meal periods of at least 30 minutes in length. Further, on those occasions when Plaintiff and members of the proposed class worked more than 10 hours in a single day, Defendants had a policy and practice of refusing and/or failing to provide employees with all duty-free second meal periods that are mandated by Labor Code §§ 226.7 and 512 and IWC Wage Order 1-2001, § 11(B). Plaintiff alleges that he and, on information and belief, other members of the proposed class did not waive their rights to a second meal period.

68. Defendants’ practices of failing to provide employees timely and uninterrupted meal periods of not less than 30 minutes and of requiring employees to work through those meal periods violate Labor Code §§ 226.7 and 512(a) and IWC Wage Order 1-2001, § 11.

69. Plaintiff and members of the proposed class have lost money as a direct result of Defendants’ unlawful practices as alleged above in that they were not provided their required meal

periods, and were not compensated correctly for not having been provided those meal periods, respectively. Accordingly, Plaintiff and members of the proposed class are entitled to proper compensation, restitution and premium pay for each meal period that was not provided as required by law and to the waiting time penalties arising from those violations.

70. Plaintiff is entitled to an award of attorneys' fees and costs and expenses incurred in this action under Code of Civil Procedure § 1021.5.

Wherefore, Plaintiff prays for relief as set forth below.

X. FIFTH CAUSE OF ACTION

(FAILURE TO PROVIDE MEAL PERIODS –

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

71. Plaintiff repeats and realleges each and every paragraph above as though fully set forth herein.

72. California Labor Code § 2699(f) permits "aggrieved employees" to recover certain penalties on their own behalf and on behalf of other current and former employees.

73. Plaintiff is an "aggrieved employee" as that term is defined in the Labor Code Private Attorneys General Act of 2004 because he is a person who was employed by the alleged violator and against whom one or more of the alleged violations was committed.

74. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code §§ 226.7, 512, 1198, and 1199.

75. By the actions alleged herein, Defendants failed to provide all required meal periods in violation of Labor Code §§ 226.7, 512, 1198, and 1199.

76. Therefore, Plaintiff and all current and former aggrieved employees demand the penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 226.7, 512, 1198, and 1199.

77. Plaintiff further seeks reasonable attorneys' fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

XI. SIXTH CAUSE OF ACTION

(FAILURE TO AUTHORIZE AND PERMIT REST PERIODS)

78. Plaintiff repeats and realleges each and every paragraph above as though fully set forth herein.

79. At all relevant times, the Defendants were “employers” of Plaintiff and other putative class members within the meaning of Labor Code §§ 226.7 and 512, and IWC Wage Order 1-2001, § 2(F).

80. At all relevant times, Plaintiff and other putative class members were “employees” of Defendants within the meaning of Labor Code §§ 226.7 and 512, and IWC Wage Order 1-2001, § 2(E). Plaintiff and other putative class members were employed by Defendants in the manufacturing industry, as defined in and within the meaning of IWC Wage Order 1-2001, § 2(H).

81. At all relevant times, Labor Code § 226.7 and IWC Wage Order 1-2001, § 12 require employers to authorize and permit employees to take discrete rest breaks of at least ten minutes for every four hours worked or major fraction thereof.

82. BOISE CASCADE COMPANY had a policy and practice of failing to authorize and permit Plaintiff and other putative class member to take discrete rest breaks of at least 10 minutes for every four hours worked or major fraction thereof as required by Labor Code § 226.7 and IWC Wage Order 1-2001, § 12. BOISE CASCADE COMPANY had a policy and practice of failing to authorize and permit Plaintiff and other putative class members to take these rest breaks in violation of Labor Code § 226.7 and IWC Wage Order 1-2001, § 12(A), including a third rest break on shifts over 10 hours.

83. Defendants’ practices of failing to authorize and permit employees to take discrete rest breaks of not less than 10 minutes for every four hours worked or major faction thereof, and of requiring employees to work through their rest breaks, violate Labor Code § 226.7 and IWC Wage Order 1-2001, § 12(A).

84. Plaintiff and other putative class members lost money as a direct result of Defendants’ unlawful practices as alleged above, in that they were not authorized and permitted to take their rest breaks as required by law, and were not paid premium pay for missing such rest

breaks. Accordingly, Plaintiff and other putative class members are entitled to proper compensation, restitution and premium pay for each rest period that was not provided as required by Labor Code § 226.7.

85. Defendants' violations of Labor Code § 226.7 and IWC Wage Order 12001 as alleged above are ongoing and will continue unless and until this Court enters an injunction barring those violations.

86. Plaintiff is entitled to an award of attorneys' fees and costs and expenses incurred in this action under Code of Civil Procedure § 1021.5.

Wherefore, Plaintiff prays for relief as set forth below.

XII. SEVENTH CAUSE OF ACTION

(FAILURE TO AUTHORIZE AND PERMIT REST PERIODS – LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

87. Plaintiff repeats and realleges each and every paragraph above as though fully set forth herein.

88. California Labor Code § 2699(f) permits an "aggrieved employee" to recover certain penalties on his own behalf and on behalf of other current and former employees.

89. Plaintiff is an "aggrieved employee" as that term is defined in the Labor Code Private Attorneys General Act of 2004 because his is a person who was employed by the alleged violator and against whom one or more of the alleged violations was committed.

90. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code §§ 226.7, 1198, and 1199.

91. By the actions alleged herein, Defendants failed to authorize and permit all required rest periods in violation of Labor Code §§ 226.7, 1198, and 1199.

92. Therefore, Plaintiff and all current and former aggrieved employees demand the penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 226.7, 1198, and 1199.

93. Plaintiff further seeks reasonable attorneys' fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

XIII. EIGHTH CAUSE OF ACTION

(FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS)

94. Plaintiff repeats and realleges each and every paragraph above as though fully set forth herein.

95. As alleged above, during all or some portion of the proposed class period, Defendants violated Labor Code § 226 through their practice of failing to provide their employees, including Plaintiff and members of the proposed class, with complete and accurate itemized wage statements. Among other things, the wage statements provided by Defendants violated Labor Code § 226(a) by failing to state accurately the gross wages earned by each employee.

96. Under Labor Code § 226(e), Plaintiff and members of the proposed class are entitled to recover the greater of actual damages or \$50 for the initial pay period in which a violation occurred and \$100 for each subsequent pay period in which Defendants failed to comply with the statute, up to a maximum of \$4,000 per employee.

97. Under Labor Code § 226(g), Plaintiff is entitled to injunctive relief and an order of this Court requiring Defendants to comply with all provisions of Labor Code § 226. Plaintiff also is entitled under Labor Code § 226(g) to an award of attorneys' fees and costs incurred in bringing this action.

Wherefore, Plaintiff prays for relief as set forth below.

XIV. NINTH CAUSE OF ACTION

**(FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS –
LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)**

98. Plaintiff repeats and realleges each and every paragraph above as though fully set forth herein.

99. California Labor Code § 2699(f) permits an "aggrieved employees," acting on his own behalf and on behalf of the State of California and other current and former employees, to recover certain penalties.

100. Plaintiff is an "aggrieved employees" as that term is defined in the Labor Code

Private Attorneys General Act of 2004 because he is a person who was employed by the alleged violator and against whom one or more of the alleged violations was committed.

101. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code § 226(a).

102. By their actions as alleged herein, Defendants have failed to comply with Labor Code § 226(a) as it relates to Plaintiff and the other aggrieved employees. As alleged above, Defendants employed and employ a policy and practice of violating Labor Code § 226(a) by failing to provide complete and accurate itemized wage statements to Plaintiff and other aggrieved employees. Among other violations, the wage statements provided by Defendants violated Labor Code § 226(a) by failing to state accurately the gross wages earned by each employee.

103. Therefore, Plaintiff, for himself and all current and former aggrieved employees on behalf of the State of California, demands the Labor Code § 226.3 penalties provided for violations of Labor Code § 226(a). (If Labor Code § 226.3 is found not to apply to Defendants' violations of Labor Code § 226(a), Plaintiff alternatively will seek Labor Code § 2699(f) penalties.)

104. Plaintiff further seeks reasonable attorneys' fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

XV. TENTH CAUSE OF ACTION

(LABOR CODE §§ 201-203)

105. Plaintiff repeats and realleges each and every paragraph above as though fully set forth herein.

106. Labor Code §§ 201 and 202 require an employer to pay its employees all wages due within the times specified by law. Labor Code § 203 provides that if an employer willfully fails to pay those wages within the times specified by Labor Code §§ 201 or 202, the employer must continue to pay the subject employees' wages day-by-day, weekends included, until the back wages are paid in full or an action is commenced, up to a maximum of thirty days of wages.

107. Defendants unfairly and unlawfully have had a policy and practice of violating Labor Code §§ 201 and 202 by failing to pay Plaintiff and the class all wages earned during their

employment within the times specified by those sections.

108. Plaintiff and all other putative class members who ceased employment with Defendants are entitled to unpaid overtime compensation and premium pay for missed meal and rest breaks, but thus far have not received that compensation.

109. More than 30 days have passed since Plaintiff and certain class members left Defendants' employ.

110. Due to Defendants' willful failure to compensate Plaintiff and putative class members all overtime wages due and owing, as well as premium pay for missed meal and rest periods, Plaintiff and class members whose employment ended at any time the during the applicable limitations period preceding the filing of this Complaint and up through the present and until compliance with the law are entitled to 30 days' wages under Labor Code § 203, together with interest.

Wherefore, Plaintiff prays for relief as set forth below.

XVI. ELEVENTH CAUSE OF ACTION

(LABOR CODE §§ 201-203 –

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

111. Plaintiff repeats and realleges each and every paragraph above as though fully set forth herein.

112. California Labor Code § 2699(f) permits and "aggrieved employees" to recover certain penalties on his own behalf and on behalf of other current and former employees.

113. Plaintiff is an "aggrieved employee" as that term is defined in the Labor Code Private Attorneys General Act of 2004 because he is a person who was employed by the alleged violator and against whom one or more of the alleged violations was committed.

114. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code §§ 201-203.

115. By their actions as alleged herein, Defendants have failed to comply with Labor Code §§ 201-203 as they relate to Plaintiff and the other aggrieved employees.

116. Therefore, Plaintiff, for himself and all current and former aggrieved employees,

demands the penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 201-203.

117. Plaintiff further seeks reasonable attorneys' fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

XVII. TWELFTH CAUSE OF ACTION

(FAILURE TO REIMBURSE BUSINESS EXPENSES – LABOR CODE 2802)

118. Plaintiff repeats and realleges each and every paragraph above as though fully set forth herein.

119. At all relevant times, Labor Code § 2802 has required an employer to reimburse an employee for necessary expenditures and losses incurred by an employee in the direct consequence of the discharge of his or her duties.

120. As alleged above, during all or some portion of the proposed class period, BOISE CASCADE COMPANY violated Labor Code § 2802 through its practice of failing to reimburse Plaintiff and proposed class members for all necessary expenditure and losses, including the use of their personal cellular telephones and associate service plans for business purposes at the direction of Defendants.

121. Defendants' failure to comply with Labor Code § 2802 has damaged Plaintiff and proposed class members. Plaintiff and proposed class members seek reimbursement for the expenditure and losses incurred in the discharge of their respective duties and/or on behalf of Defendants, together with interest and attorneys' fees as provided by Labor Code §§ 218.6 and 2802(c).

122. Defendants' violations of Labor Code § 2802 as alleged above are ongoing and will continue unless and until the Court enter an injunction barring those violations.

Wherefore, Plaintiff prays for relief as set forth below.

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XVIII. THIRTEENTH CAUSE OF ACTION

(LABOR CODE § 2802 –

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

123. Plaintiff repeats and realleges each and every paragraph above as though fully set forth herein.

124. Labor Code § 2699(f) permits “aggrieved employees” to recover certain penalties on their own behalf and on behalf of other current and former employees.

125. Plaintiff is an “aggrieved employee” as that term is defined in PAGA because she is a person who was employed by the alleged violators and against whom one or more of the alleged violations was committed.

126. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code § 2802.

127. By their actions as alleged herein, Defendants have failed to comply with Labor Code § 2802 as it relates to Plaintiff and other aggrieved employees.

128. Plaintiff, for herself and all current and former aggrieved employees, demands the penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 2802.

129. Plaintiff further seeks reasonable attorneys’ fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

XIX. FOURTEETH CAUSE OF ACTION

(LABOR CODE § 204b –

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

130. Plaintiff repeats and realleges each and every paragraph above as though fully set forth herein.

131. California Labor Code § 2699(f) permits an “aggrieved employee” to recover certain penalties on his own behalf and on behalf of other current and former employees.

132. Plaintiff is an “aggrieved employee” as that term is defined in the Labor Code Private Attorneys General Act of 2004 because he is a person who was employed by the alleged

violator and against whom one or more of the alleged violations was committed.

133. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code § 204b.

134. By their actions as alleged herein, Defendants have failed to comply with Labor Code § 204b as they relate to Plaintiff and the other aggrieved employees.

135. Therefore, Plaintiff, for himself and all current and former aggrieved employees, demands the penalties provided by Labor Code § 2699(f) for violations of Labor Code § 204b.

136. Plaintiff further seeks reasonable attorneys' fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

PRAYER FOR RELIEF

Plaintiff prays for relief as follows:

- i. For an order certifying this action as a class action;
- ii. For disgorgement of profits and restitution and restoration of all costs incurred, sums or property unlawfully withheld and/or losses caused by the policy and practice of failing to pay all overtime time compensation owed to Plaintiff and the class members in violation of Business and Professions Code §§ 17200, *et seq.*;
- iii. For disgorgement of profits and restitution and restoration of all costs incurred, sums or property unlawfully withheld and/or losses caused by the policy and practice of violating Business and Professions Code §§ 17200, *et seq.* by failing to provide proper meal and rest periods and to pay all premium wages due and owing for those failures;
- iv. For disgorgement of profits and restitution and restoration of all costs incurred, sums or property unlawfully withheld and/or losses caused by the policy and practice of violating Business and Professions Code §§ 17200, *et seq.* by failing to reimburse employees for their expenditures and losses incurred in the discharge of their respective duties on behalf of Defendants;

- v. For compensatory damages in amounts according to proof at time of trial representing the amount of unpaid overtime and double time compensation owed to Plaintiff and the class members for the policy and practice of failing to include non-discretionary bonuses when calculating the regular rate, leading to an incorrect overtime and double-time rate, during the applicable limitations period preceding the filing of the Complaint and up through and including the present and until the date of compliance with the law;
- vi. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each current and former aggrieved employee for each violation of Labor Code §§ 510, 1194, 1198 and 1199 (failure to pay overtime at the correct rate) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;
- vii. For compensatory damages in amounts according to proof at time of trial representing the amount of unpaid compensation owed to Plaintiff and class members for missed meal and rest periods due and owing during the applicable limitations period preceding the filing of the Complaint and up through and including the present and until the date of compliance with the law;
- viii. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each current or former aggrieved employee for each violation of Labor Code §§ 226.7, 512(a), 1198, and 1199 (missed meal periods and missed rest periods) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;
- ix. For compensatory damages to Plaintiff and class members in an amount according to proof at time of trial for the policy and practice of failing to provide accurate, itemized wage statements during the applicable

limitations period preceding the filing of this Complaint and up through the present and until the date of compliance with the law;

- x. For the statutory amounts provided by Labor Code § 226(e) for Plaintiff and class members during the applicable limitations period preceding the filing of this Complaint and up through and including the present and until the date of compliance with the law;
- xi. For civil penalties as specified by Labor Code § 226.3 for Plaintiff and each current or former aggrieved employee and on behalf of the State of California for each violation of Labor Code § 226(a) (failure to provide itemized wage statements) during the applicable limitations period preceding the filing of the Complaint. (Should Labor Code § 226.3 be found not to apply to Defendants' violations of Labor Code § 226(a), Plaintiff alternatively seeks the civil penalties specified by Labor Code § 2699(f) for Plaintiff and each current or former aggrieved employee and on behalf of the State of California for each violation of Labor Code § 226(a) (failure to provide itemized wage statements) during the applicable limitations period preceding the filing of the Complaint.)
- xii. For waiting time penalties as provided by Labor Code § 203 for Plaintiff and class members;
- xiii. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each current or former aggrieved employee for each violation of Labor Code §§ 201-203 (failure to pay departing employees all wages due and owing) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;
- xiv. For compensatory damages in amounts according to proof at trial owed to Plaintiff and class members representing the amount of unpaid reimbursement for the expenditures and losses incurred in the discharge of

their respective duties on behalf of Defendants in violation of Labor Code § 2802 during the applicable limitations period preceding the original filing of the Complaint and up to and including the present and until the date of compliance with the law;

xv. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each current or former aggrieved employee for each violation of Labor Code § 2802 (unreimbursed business expenses) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;

xvi. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each aggrieved employee for each violation of Labor Code § 204b (failure to pay wages in a timely manner) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;

xvii. For reasonable attorneys' fees and costs as allowed by Labor Code §§ 218.5, 226(e), 226(g), 1194(a), 2699(g)(1) and Code of Civil Procedure § 1021.5;

xviii. For all interest as required by Labor Code § 218.6 and other applicable law;

xix. For all costs of this suit as allowed by law, including Labor Code §§ 218.5, 226(e), 226(g), 1194, and 2699(g)(1); and

xx. For such other and further relief as the Court may deem proper.

Dated: March 25, 2024

Respectfully submitted,

KELLER GROVER LLP

By:



ERIC A. GROVER

ROBERT SPENCER

Attorneys for Plaintiff and the Proposed Class

JURY TRIAL DEMAND

Plaintiff demands a trial by jury as to all issues so triable.

Dated: March 25, 2024

KELLER GROVER LLP

By:



ERIC A. GROVER

ROBERT SPENCER

Attorneys for Plaintiff and the Proposed Class

PROOF OF SERVICE

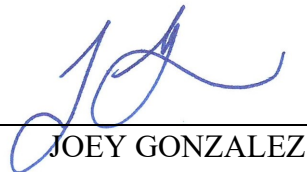
I, JOEY GONZALEZ, am employed in the County of San Francisco, State of California. I am over the age of eighteen and not a party to the within action. My business address is 1965 Market Street, San Francisco, California 94103. On **April 17, 2025**, in the case of *Ruiz v. Boise Cascade Company*, Alameda County Superior Court case number 24CV069044, I served the foregoing document(s):

DECLARATION OF ERIC A. GROVER IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT

on the interested party(ies) below, using the following means:
interested party(ies) below, using the following means:

Angela Rafoth, Esq. arafoth@littler.com Benjamin Sanchez, Esq. bsanchez@littler.com Timothy Anderson tanderson@littler.com Monique Kenner mkenner@littler.com Charisse Goodman, chgoodman@littler.com LITLER MENDELSON P.C. Treat Towers 1255 Treat Blvd, Suite 600 Walnut Creek, CA 94597 Telephone: (925) 932-2468 Facsimile: (925) 946-9809	<i>Attorneys for Defendant</i> BOISE CASCADE COMPANY
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☒	(BY ELECTRONIC SERVICE) by electronically mailing a true and correct copy in PDF format through our electronic mail system to the email address(es) set forth above, or as stated on the attached service list per agreement between the parties.
☒	(STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.


JOEY GONZALEZ