ERIC A. GROVER (SBN 136080)
eagrover@kellergrover.com
ROBERT W. SPENCER (SBN 238491)
rspencer@kellergrover.com
KELLER GROVER LLP
1965 Market Street
San Francisco, California 94103
Telephone: (415) 543-1305
Facsimile: (415) 543-7861

Attorneys for Plaintiff
CRISTIAN PEREZ RUIZ

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

KELLER GROVER LLP
1965 Market Street, San Francisco, CA 94103
Tel. 415.543.1305 | Fax. 415.543.7861

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,

Plaintiffs,

v.

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

Defendants.

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

KELLER GROVER LLP
1965 Market Street, San Francisco, CA 94103
Tel. 415.543.1305 | Fax. 415.543.7861

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. <u>JURISDICTION AND VENUE</u>

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. <u>PARTIES AND BACKGROUND</u>

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,

typically eight to 10 hours a day, or more.

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

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

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

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

KELLER GROVER LLP
1965 Market Street, San Francisco, CA 94103
Tel. 415.543.1305 | Fax. 415.543.7861

exempt employees who worked 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. Additionally, Plaintiff brings this as a representative action on behalf of all aggrieved employees. Plaintiff seeks recovery of all allowable compensation and other sums for the violations described above, including overtime, penalties/premium pay for missed meal periods and rest breaks, restitution and restoration of sums owed and property unlawfully withheld, statutory penalties, interest, attorneys' fees, and costs.

III. FACTUAL ALLEGATIONS

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

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

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

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

KELLER GROVER LLP
1965 Market Street, San Francisco, CA 94103
Tel. 415.543.1305 | Fax. 415.543.7861

KELLER GROVER LLP
1965 Market Street, San Francisco, CA 94103
Tel. 415.543.1305 | Fax. 415.543.7861

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

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

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

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

KELLER GROVER LLP
1965 Market Street, San Francisco, CA 94103
Tel. 415.543.1305 | Fax. 415.543.7861

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

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

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

IV. CLASS ACTION ALLEGATIONS

18. Plaintiff brings this action on behalf of himself and as a class action under Code of Civil Procedure § 382 on behalf of a class of similarly situated persons employed by BOISE CASCADE COMPANY in the State of California. Specifically, Plaintiff seeks to represent the class of 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. Plaintiff also seeks to represent the following sub-classes of employees who worked for BOISE CASCADE COMPANY within the State of California:

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

KELLER GROVER LLP
1965 Market Street, San Francisco, CA 94103
Tel. 415.543.1305 | Fax. 415.543.7861

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

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

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

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

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

Numerosity

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

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

Commonality

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

KELLER GROVER LLP
1965 Market Street, San Francisco, CA 94103
Tel. 415.543.1305 | Fax. 415.543.7861

KELLER GROVER LLP
1965 Market Street, San Francisco, CA 94103
Tel. 415.543.1305 | Fax. 415.543.7861

(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.

KELLER GROVER LLP
1965 Market Street, San Francisco, CA 94103
Tel. 415.543.1305 | Fax. 415.543.7861

<u>Superiority of Class Action</u>

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. <u>REPRESENTATIVE ACTION ALLEGATIONS</u>

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

rate.

32. 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 for BOISE CASCADE COMPANY in the State of California who were not provided their required meal periods.

33. 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 for BOISE CASCADE COMPANY in the State of California who were not authorized or permitted to take all of their required rest periods.

34. 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 for BOISE CASCADE COMPANY in the State of California who did not receive complete and accurate itemized wage statements in violation of Labor Code § 226(a).

35. 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 for BOISE CASCADE COMPANY in the State of California who were not paid all wages due at the time of discharge or voluntary quit in violation of Labor Code §§ 201-203.

36. 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 for BOISE CASCADE COMPANY in the State of California who were not paid all wages in a timely manner as required by Labor Code § 204b.

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

KELLER GROVER LLP
1965 Market Street, San Francisco, CA 94103
Tel. 415.543.1305 | Fax. 415.543.7861

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

KELLER GROVER LLP
1965 Market Street, San Francisco, CA 94103
Tel. 415.543.1305 | Fax. 415.543.7861

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

(a) Labor Code §§ 510 and 1194 (failure to pay overtime at the correct rate);

(b) Labor Code §§ 226.7 and 512 (failure to provide meal periods);

(c) Labor Code § 226.7 (failure to authorize and permit rest breaks);

(d) Labor Code § 226 (failure to provide accurate itemized wage statements);

(e) Labor Code §§ 201-203 (failure to pay all wages, including statutory minimum wages, due and owing at time of discharge or voluntary quit);

(f) Labor Code § 2802 (failure to reimburse business expenses); and

(g) Industrial Welfare Commission IWC Wage Order No. 1-2001.

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

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

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

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

KELLER GROVER LLP
1965 Market Street, San Francisco, CA 94103
Tel. 415.543.1305 | Fax. 415.543.7861

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

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

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

Wherefore, Plaintiff prays for relief as set forth below.

VII. SECOND CAUSE OF ACTION

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

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

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

(a) One and one-half times the employee's regular rate of pay for all hours worked in excess of eight hours and up to and including 12 hours in any workday, and for the first eight hours worked on the seventh consecutive day of work in a workweek; and

(b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight hours on the seventh consecutive day of work in a workweek.

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

KELLER GROVER LLP
1965 Market Street, San Francisco, CA 94103
Tel. 415.543.1305 | Fax. 415.543.7861

KELLER GROVER LLP
1965 Market Street, San Francisco, CA 94103
Tel. 415.543.1305 | Fax. 415.543.7861

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

KELLER GROVER LLP
1965 Market Street, San Francisco, CA 94103
Tel. 415.543.1305 | Fax. 415.543.7861

KELLER GROVER LLP
1965 Market Street, San Francisco, CA 94103
Tel. 415.543.1305 | Fax. 415.543.7861

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.

KELLER GROVER LLP
1965 Market Street, San Francisco, CA 94103
Tel. 415.543.1305 | Fax. 415.543.7861

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

KELLER GROVER LLP
1965 Market Street, San Francisco, CA 94103
Tel. 415.543.1305 | Fax. 415.543.7861

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 employes" as that term is defined in the Labor Code

KELLER GROVER LLP
1965 Market Street, San Francisco, CA 94103
Tel. 415.543.1305 | Fax. 415.543.7861

KELLER GROVER LLP
1965 Market Street, San Francisco, CA 94103
Tel. 415.543.1305 | Fax. 415.543.7861

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,

KELLER GROVER LLP
1965 Market Street, San Francisco, CA 94103
Tel. 415.543.1305 | Fax. 415.543.7861

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.

//

//

KELLER GROVER LLP
1965 Market Street, San Francisco, CA 94103
Tel. 415.543.1305 | Fax. 415.543.7861

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. FOURTHEETH 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

KELLER GROVER LLP
1965 Market Street, San Francisco, CA 94103
Tel. 415.543.1305 | Fax. 415.543.7861

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;

KELLER GROVER LLP
1965 Market Street, San Francisco, CA 94103
Tel. 415.543.1305 | Fax. 415.543.7861

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

KELLER GROVER LLP
1965 Market Street, San Francisco, CA 94103
Tel. 415.543.1305 | Fax. 415.543.7861

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

KELLER GROVER LLP
1965 Market Street, San Francisco, CA 94103
Tel. 415.543.1305 | Fax. 415.543.7861

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

KELLER GROVER LLP
1965 Market Street, San Francisco, CA 94103
Tel. 415.543.1305 | Fax. 415.543.7861

KELLER GROVER LLP
1965 Market Street, San Francisco, CA 94103
Tel. 415.543.1305 | Fax. 415.543.7861

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