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6 *Attorneys for Plaintiff and the Class*

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 COUNTY OF ALAMEDA

11 HUNG PHAM, individually and on behalf
12 of all others similarly situated,

13 Plaintiff,

14 v.

15 WOOD TECH, INC., JUAN D.
16 FIGUEROA, and DOES 1 through 10,
inclusive

17 Defendants.

Case No. **22CV011080**

**CLASS ACTION COMPLAINT FOR
VIOLATIONS OF THE LABOR CODE AND
BUSINESS AND PROFESSIONS CODE §
17200, et seq.**

DEMAND FOR JURY TRIAL

1 Plaintiff HUNG PHAM, individually and on behalf of all others similarly situated, alleges
2 as follows:

3 INTRODUCTION

4 1. Defendant WOOD TECH, INC., a California corporation based in Oakland,
5 California, is a furniture manufacturer doing business as Woodtech. According to its website,
6 “Woodtech specializes in crafting each client's unique vision for conference tables, reception
7 stations, private offices, architectural walls, and furniture for training, collaboration, service and
8 retail environments.” (<https://www.woodtechonline.com/our-story/about-us/>, last visited May 9,
9 2022). WOOD TECH, INC. asserts it is “an industry leader” and “a global supplier to Fortune
10 500 clients and leading design firms who specialize in large complex projects with unique,
11 intricate requirements.” *Id.*

12 2. Plaintiff brings this class action on behalf of a Proposed Class (“Class”) defined
13 as:

14 All persons who are employed or have been employed as an hourly
15 employee by WOOD TECH, INC. in the State of California since
four (4) years prior to the filing of this action to the present.

16 3. From at least four years before the filing of this action and continuing to the
17 present, Defendants have had a consistent policy of failing to provide timely, off-duty meal and
18 rest periods of the statutorily required duration, failing to pay premium wages for meal and rest
19 periods that were not provided or that were noncompliant, rounding the hours worked by the
20 Class, auto-deducting 30 minutes for a meal break regardless of the actual duration of an off-
21 duty meal break, and failing to provide accurate, itemized wage statements.

22 4. Upon information and belief, Defendants have engaged in these widespread wage
23 and hour violations for over a decade continuously, including throughout 2020 during the early
24 stages of the COVID-19 pandemic, when WOOD TECH, INC. required hourly employees to
25 carry on working in its manufacturing operations despite county and state Shelter-in-Place
26 orders.

27 5. As a result of the uniform policies alleged herein, Plaintiff seeks classwide relief
28 for violations of the California Labor Code and seeks unpaid wages and interest, penalties,

1 injunctive and other equitable relief, and reasonable attorneys' fees and costs.

2 6. The allegations herein that relate to Plaintiff's personal actions are made based on
3 Plaintiff's personal knowledge. The balance is made on information and belief based on the
4 investigation of counsel.

5 **PARTIES**

6 7. Plaintiff HUNG PHAM is an individual residing in the County of Alameda in
7 California. Plaintiff worked for Defendants at a facility located at 4611 Malat Street, Oakland,
8 CA 94601.

9 8. Plaintiff was an employee of Defendants and he was paid on an hourly basis.

10 9. Defendant WOOD TECH, INC. is believed to be a California corporation doing
11 business throughout the State of California from a corporate headquarters at 4611 Malat St.,
12 Oakland, CA 94601.

13 10. At all times herein mentioned, Defendant JUAN D. FIGUEROA was and is an
14 individual believed to be residing in the County of Alameda. Mr. Figueroa has at all times
15 relevant to this Complaint acted as an owner, director, officer, or managing agent of WOOD
16 TECH, INC.

17 11. Plaintiff is ignorant of the true names and capacities of defendants sued herein as
18 DOES 1 through 10, inclusive, and therefore sues these defendants by such fictitious names.
19 Plaintiff will amend this complaint to allege their true names and capacities when ascertained.
20 Plaintiff is informed and believes and thereon alleges that each of the fictitiously named
21 defendants is legally responsible in some manner for the wrongs and injuries alleged herein.

22 12. Plaintiff is informed and believes and thereon alleges that at all times mentioned
23 herein each Defendant was the actual or ostensible agent or employee of each and all the other
24 Defendants and was acting within the course and scope of said agency or employment.

25 13. Plaintiff is informed and believes and thereon alleges that at all times mentioned
26 herein the Defendants, and each of them, were engaged in a joint venture and common enterprise
27 and acting within the scope of and in pursuance of the joint venture and common enterprise.

28 14. California's Fair Day's Pay Act provides:

1 Any employer or other person acting on behalf of an employer, who
2 violates, or causes to be violated, any provision regulating minimum
3 wages or hours and days of work in any order of the Industrial
4 Welfare Commission, or violates, or causes to be violated, Sections
5 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the
6 employer for such violation ... For purposes of this section, the term
"other person acting on behalf of an employer" is limited to a natural
person who is an owner, director, officer, or managing agent of the
employer, and the term "managing agent" has the same meaning as
in subdivision (b) of Section 3294 of the Civil Code.

7 Cal. Labor Code § 558.1.

8 15. Upon information and belief, WOOD TECH, INC. is a closely held corporation
9 and Defendant FIGUEROA is its sole shareholder and director, as well as President and Chief
10 Executive Officer.

11 16. Upon information and belief, Defendant FIGUEROA is regularly involved in the
12 day-to-day operations of WOOD TECH, INC. occurring at the company's Oakland headquarters,
13 consisting of offices, showroom and production plant.

14 17. Upon information and belief, Defendant FIGUEROA regularly directs and
15 oversees one or more supervisory employees who in turn provides daily supervision of hourly
16 employees, as well as regularly interacts with certain hourly employees.

17 18. Upon information and belief, Defendant FIGUEROA approved the employment
18 policies and practices alleged in this complaint applicable to hourly employees.

19 19. Upon information and belief, Defendant FIGUEROA maintained operational
20 oversight over the supervisor(s) who were responsible for day-to-day implementation of the
21 employment policies alleged in this complaint.

22 20. Upon information and belief, Defendant FIGUEROA contributed to and caused
23 the nonpayment of wages and waiting time penalties.

24 **VENUE AND JURISDICTION**

25 21. Venue is proper in the Superior Court of Alameda County under Code of Civil
26 Procedure § 395 because Defendant WOOD TECH, INC.'s principal place of business is in
27 Alameda County and because Defendant FIGUEROA is believed to reside and work in Alameda
28 County.

1 22. Jurisdiction is proper in this case in that the amount in controversy exceeds the
2 jurisdictional minimum of this court.

3 **ALLEGATIONS APPLICABLE TO PLAINTIFF AND CLASS MEMBERS**

4 23. Plaintiff and the Class are or were classified as non-exempt employees by
5 Defendants at all times pertinent to this case. Defendants hire employees who work as hourly
6 employees required to punch in at the start of their shift and punch out at the end of their shift.

7 24. Plaintiff and the Class are covered by California Industrial Welfare Wage Order
8 No. 1-2001 and Wage Order No. 4-2001 (Title 8 Cal. Code of Regs. §§ 11010 and 11040), as
9 well as potentially other Wage Orders.

10 25. From at least four years before the filing of this action and continuing to the
11 present, Defendants failed to adopt a policy of providing hourly employees with compliant first
12 and second meal periods and failed to inform Plaintiff and the Class of their right to take
13 compliant first and second meal periods by way of a lawful policy.

14 26. From at least four years before the filing of this action and continuing to the
15 present, Defendants failed to adopt a policy of providing hourly employees with compliant rest
16 breaks, and failed to inform Plaintiff and the Class of their right to take rest periods by way of a
17 lawful policy.

18 27. Plaintiff and the Class were not paid for all time worked, including overtime, and
19 not paid all wages, pursuant to uniform classwide policies and practices.

20 28. From at least four years before the filing of this action and continuing to the
21 present, Defendants have had a consistent policy of providing only one rest period per day for a
22 full-time, hourly worker scheduled for a shift of 8.5 hours long and a consistent policy of
23 permitting one meal break only after a morning work period of 5 hours and 45 minutes.

24 29. From at least four years before the filing of this action and continuing to the
25 present, Defendants failed to keep records of the start and end time of meal periods. Instead,
26 Defendants automatically deducted 30 minutes for a lunch break for all hourly employees,
27 regardless of the actual duration of the meal period.

28 30. From at least four years before the filing of this action and continuing to the

1 present, Defendants have had a consistent policy of shortening the one allowed meal break to 28
2 minutes, by asserting control over employees at exactly 2 minutes before the 30-minute mark.

3 31. From at least four years before the filing of this action and continuing to the
4 present, Defendants have had a consistent policy of failing to provide a second meal period to
5 employees who worked at least 10 hours.

6 32. In addition, at all relevant times, Defendants had a consistent policy of never
7 paying employees one hour of pay at the employees' regular rate of compensation for each
8 workday that a meal period was shortened, or a first meal period was not provided timely after 5
9 hours of work, or a second meal period was not provided at all or provided after 10 hours.

10 33. At all relevant times, Defendants implemented a rounding policy that was not
11 facially neutral and that resulted in undercompensating employees for their work time on a net
12 basis over time.

13 34. In addition, at all relevant times Defendants had a consistent policy of failing to
14 pay employees all wages at the termination of their employment.

15 35. As a result of the facts alleged above, Plaintiff and the Class were not paid all
16 earned wages, overtime wages, and premium wages as required by California law, and
17 Defendants have engaged in unfair competition and unfair business practices.

18 **CLASS ACTION ALLEGATIONS**

19 36. Pursuant to Code of Civil Procedure § 382, Plaintiff brings this action on behalf
20 of the following class:

21 All persons who are employed or have been employed as an hourly
22 employee by WOOD TECH, INC. in the State of California since
four (4) years prior to the filing of this action to the present.

23 37. Plaintiff reserves the right to modify or amend the definition of the Proposed
24 cClass before the Court determines whether certification is appropriate.

25 38. Class certification is appropriate because this action satisfies the applicable
26 numerosity, commonality, typicality, adequacy, predominance, and superiority requirements.

27 39. Numerosity: The potential members of the Class are so numerous that joinder of
28 all the members of the Class is impracticable. Plaintiff is informed and believes that there are

1 over 100 Class members employed during the relevant time periods.

2 40. The exact number and identity of the Class members are readily ascertainable
3 through inspection of Defendants' records.

4 41. Commonality: There are questions of law and fact common to the class that
5 predominate over any individualized questions, including but not limited to:

6 a. Whether WOOD TECH, INC. failed to pay wages to Plaintiff and the
7 Class as required by the Labor Code §§ 510, 1194, 1194.2 and 1199 and applicable IWC Wage
8 Orders;

9 b. Whether WOOD TECH, INC. violated Labor Code § 226.7 and applicable
10 IWC Wage Orders by failing to inform Plaintiff and the Class of their right to take all required
11 meal periods;

12 c. Whether WOOD TECH, INC. violated Labor Code § 226.7 and applicable
13 IWC Wage Orders by failing to provide required meal periods to Plaintiff and the Class and
14 failing to compensate them one (1) hour's pay in lieu of a compliant meal period;

15 d. Whether WOOD TECH, INC. violated Labor Code § 226.7 and applicable
16 IWC Wage Orders by failing to inform Plaintiff and the Class of their right to take all required
17 meal periods;

18 e. Whether WOOD TECH, INC. violated Labor Code § 226.7 and applicable
19 IWC Wage Orders by failing to inform Plaintiff and the Class of their right to take all required
20 rest periods;

21 f. Whether WOOD TECH, INC. violated Labor Code § 226.7 and applicable
22 IWC Wage Orders by failing to provide required rest periods to Plaintiff and the Class and failing
23 to compensate them one (1) hour's pay in lieu of a compliant rest period;

24 g. Whether WOOD TECH, INC. violated Labor Code §§ 201, 202 and 203
25 by failing to pay wages due and owing at the time that any Class member quit or was discharged;

26 h. Whether WOOD TECH, INC. violated Labor Code §§ 226 and 1174 by
27 failing to keep accurate records of hours worked and accurate start and end times of each work
28 period and each meal period.

1 i. Whether WOOD TECH, INC. provided Plaintiff and Class members
2 accurate wage statements showing all hours worked;

3 j. Whether WOOD TECH, INC. violated Labor Code § 226 by failing to
4 include all wages for time worked and failing to include premium wages;

5 k. Whether FIGUEROA's role, conduct and involvement in WOOD TECH,
6 INC. gives rise to liability under Labor Code § 558.1;

7 l. Whether Plaintiff and the Class are entitled to equitable relief under
8 Business & Professions Code § 17200, *et seq.*

9 42. Typicality: Plaintiff's claims are typical of the claims of the Class. Defendants'
10 conduct is common to all Class members and represents a common thread of conduct resulting
11 in injury to all members of the Class. Plaintiff has suffered the harm alleged and has no interests
12 antagonistic to any other Class member.

13 43. Adequacy: Plaintiff is a member of the Class and will fairly and adequately
14 represent and protect the interests of the Class. Plaintiff's interests do not conflict with the
15 interests of other Class members.

16 44. Counsel for Plaintiff and the Class are competent and experienced in employment
17 Class actions and representative actions. Plaintiff's counsel will fairly and adequately protect and
18 represent the interests of the Class.

19 45. Superiority: A class action is superior to other available means for the fair and
20 efficient adjudication of this controversy. Individual joinder of all Class members is
21 impracticable, and questions of law and fact common to the Class predominate over any
22 questions affecting only individual members of the Class. Each member of the Proposed Class
23 has been damaged and is entitled to relief as a result of Defendants' illegal policies and practices
24 of failing to provide compliant meal and rest periods and failing to pay all wages. Class treatment
25 will allow those similarly situated persons to litigate their claims in the manner that is most
26 efficient and economical for the parties and the judicial system.

27 46. Community of interest. Plaintiff and the Class share a community of interest in
28 the outcome of this action and the advancement of their rights under the California Labor Code.

1 Plaintiff is a member of the Class and does not have any conflict of interest with other Class
2 members.

3 **ALLEGATIONS SPECIFIC TO PLAINTIFF**

4 47. Plaintiff started working at WOOD TECH, INC. on March 14, 2022. Plaintiff was
5 first given a swipe card to use to punch into the electronic timecard system on March 15, 2022;
6 the manager swiped in for him on March 15, 2022 several hours into Plaintiff's shift. Before
7 being given access to the timecard system, Plaintiff worked hours that he wrote down in a file
8 maintained by WOOD TECH, INC. He expected WOOD TECH, INC. to manually input the
9 correct hours since WOOD TECH, INC. management was aware of his actual work hours.
10 However, WOOD TECH, INC. failed to do so and shorted Plaintiff for multiple hours of work
11 in his first paycheck dated April 1, 2022. On or about April 29, 2022, Plaintiff requested to be
12 paid for those hours and was refused by WOOD TECH, INC..

13
14 **FIRST CAUSE OF ACTION**
15 **Failure to Pay Wages and Overtime**
16 **(On behalf of the Class against All Defendants)**
17 **(California Labor Code §§ 510, 1194, 1194.2 and 1199)**

18 48. Plaintiff re-alleges and incorporates by reference the allegations contained in the
19 preceding paragraphs as though fully set forth herein.

20 49. Labor Code § 510(a) states that eight hours of labor constitutes a day's work and
21 any work in excess of eight hours in one workday and any work in excess of 40 hours in any one
22 workweek must be compensated at the rate of no less than one and one-half times the regular
23 rate of pay for an employee. Labor Code §§ 1194, 1194.2, and 1199 require an employer to pay
24 its employees the legal minimum wage and the legal overtime compensation applicable.
25 California law also requires that any compensation, including a bonus, must be included in the
26 regular rate of pay.

27 50. Defendants have had a consistent policy of failing to pay wages and/or overtime
28 to Plaintiff and the Class as a result of deducting a fixed 30 minutes for meal periods and rounding
the hours worked for Plaintiff and the Class members.

51. Plaintiff and the Class were forced to work on a regular and consistent basis

1 without receiving compensation for all hours worked at the proper rate. Specifically, Plaintiff
2 and the Class were not paid at the proper overtime rate when they were working more than eight
3 (8) hours in one day or forty (40) hours in one week.

4 52. By their policy of requiring Plaintiff and the Class to work in excess of eight (8)
5 hours in a workday and/or forty (40) hours in a workweek without compensating them at the rate
6 of one and one-half (1½) their regular rate of pay, Defendants willfully violated Labor Code §§
7 510, 1194, 1194.2, and 1199.

8 53. As a result of the unlawful acts of Defendants, Plaintiff and the Class have been
9 deprived of wages and overtime in amounts to be determined at trial and are entitled to recovery
10 of such amounts and liquidated damages, plus interest, penalties, attorneys' fees, and costs.

11
12 **SECOND CAUSE OF ACTION**
13 **Failure to Provide Meal Periods**
14 **(On behalf of the Class against All Defendants)**
15 **(California Labor Code §§ 226.7, 512, 516; Cal. Code Regs., tit. 8, § 11010 *et seq.*)**

16 54. Plaintiff re-alleges and incorporates by reference the allegations contained in the
17 preceding paragraphs as though fully set forth herein.

18 55. Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of
19 compensation for each meal period the employer fails to provide. Employees are entitled to a
20 first meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within
21 the first five (5) hours of the shift, and a second meal period of at least thirty (30) minutes for
22 shifts over ten (10) hours. If an employee is entitled to a second meal period, it must be provided
23 after no more than ten (10) hours of work. Section 11(A) of Wage Orders 1-2001 and 4-2001
24 and other potentially applicable Wage Orders reiterate the same mandates.

25 56. Defendants failed to maintain a policy informing Plaintiff and the Class of their
26 ability to take meal periods consistent with these California laws.

27 57. Defendants have required Plaintiff and the Class to work over five (5) hours in
28 one day without being provided with a timely thirty (30) minute uninterrupted first meal break
and without being compensated one (1) hour of pay at the regular rate of compensation for each
workday that a meal period was not provided or provided after five (5) hours, all in violation of

1 California labor laws, regulations, and Industrial Welfare Commission Wage Orders.

2 58. Plaintiff and Class members frequently worked shifts over ten (10) hours.

3 59. Plaintiff and all Class members have been forced by Defendants to work over ten
4 (10) hours in one day without being provided a second thirty (30) minute uninterrupted meal
5 break period(s) and without being compensated one (1) hour of pay at the regular rate of
6 compensation for each workday that a second meal period was not provided or provided after
7 ten (10) hours, all in violation of California labor laws, regulations, and Industrial Welfare
8 Commission Wage Orders.

9 60. Plaintiff and Class members are entitled to one (1) hour of pay at their regular rate
10 for each day during which any meal period was missed, late, shortened or uninterrupted.
11 Defendants failed to pay such wages.

12 61. Plaintiff and Class members have been deprived of their rightfully earned meal
13 period wages as a direct and proximate result of Defendants' policies and failure and refusal to
14 pay that compensation. Plaintiff and Class members are entitled to recover such amounts that
15 have been withheld including interest, and penalties, attorneys' fees, and costs.

16
17 **THIRD CAUSE OF ACTION**
18 **Failure to Provide Rest Periods**
19 **(On behalf of the Class against All Defendants)**
20 **(California Labor Code §§ 226.7, 516; Cal. Code Regs., tit. 8, § 11010 *et seq.*)**

21 62. Plaintiff re-alleges and incorporates by reference the allegations contained in the
22 preceding paragraphs as though fully set forth herein.

23 63. Section 12(A) of Wage Orders 1-2001 and 4-2001 and other potentially
24 applicable Wage Orders provide that “[e]very employer shall authorize and permit all employees
25 to take rest periods, which insofar as practicable shall be in the middle of each work period.” The
26 authorized rest period time “shall be based on the total hours worked daily at the rate of ten (10)
27 minutes net rest time per four (4) hours or major fraction thereof.” During such a rest period, the
28 employee is to be relieved of all duty.

64. Defendants failed to maintain a policy informing Plaintiff and the Class of their
ability to take rest periods consistent with these California laws.

1 65. Defendants failed to provide rest periods of not less than ten (10) minutes as
2 required by the Labor Code and Wage Orders during the relevant time period.

3 66. Under the Wage Orders and Labor Code § 226.7, subdivision (b), Plaintiff and
4 Class members are entitled to one (1) hour of pay at their regular rate for each day during which
5 any rest period was missed, late, shortened or uninterrupted. Defendants failed to pay such
6 wages.

7 67. Plaintiff and Class members have been deprived of their rightfully earned rest
8 period wages as a direct and proximate result of Defendants' policies and failure and refusal to
9 pay that compensation. Plaintiff and Class members are entitled to recover such amounts that
10 have been withheld including interest, and penalties, attorneys' fees, and costs.

11
12 **FOURTH CAUSE OF ACTION**
13 **Failure to Provide Accurate Wage Statements**
(On behalf of the Class against All Defendants)
14 **(California Labor Code § 226)**

15 68. Plaintiff re-alleges and incorporates by reference the allegations contained in the
16 preceding paragraphs as though fully set forth herein, and further alleges as follows:

17 69. Labor Code § 226 requires that Defendants provide Plaintiff and the Class
18 members with timely and accurate statements showing, inter alia, gross wages earned and total
19 hours worked, all applicable hourly rates in effect during the pay period, and the corresponding
20 number of hours worked at each hourly rate by the employee.

21 70. The Division of Labor Standards and Enforcement ("DLSE") has stated that
22 "[t]he purpose of the wage statement requirement is to provide transparency as to the calculation
23 of wages." DLSE, Opinion Letter (July 6, 2006), p. 2. Accordingly, "a complying wage statement
24 accurately reports most of the information necessary for an employee to verify if he or she is
25 being properly paid in accordance with the law and that deductions from wages are proper."

26 71. During the relevant time period, the wage statements for Plaintiff and Class
27 members have not included all the time they spent working and have not included any premium
28 wages for late, shortened or missed meal periods and rest periods.

72. Defendants have failed to provide Plaintiff and Class members accurate wage

1 statements showing all the hours worked and the wages earned.

2 73. Plaintiff and Class members have been injured by Defendants' failure to include
3 all wages earned on each wage statement because Plaintiff and Class members were not able to
4 verify that they were paid the proper amount. In order to determine whether they were paid
5 correctly, Plaintiff and Class members must consult other records and conduct mathematical
6 calculations. The need to conduct such calculations is contrary to the requirements of Labor Code
7 § 226, subdivision (e).

8 74. At all times during the Class Period, Defendants knew or should have known that
9 Plaintiff and Class members were entitled to accurate and complete wage statements and that
10 Plaintiff and Class members were working more hours than reflected on their wage statements.
11 Defendants also knew or should have known that they were denying Plaintiff and Class members
12 meal and rest periods and/or denying Plaintiff and Class members premium wages for meal/rest
13 period violations. Despite this, Defendants did not supply Plaintiff and Class members with
14 complete and accurate wage statements showing all hours worked, the corresponding hourly rate,
15 and all wages earned.

16 75. As a consequence of Defendants' actions, Plaintiff and Class members have been
17 injured and are entitled to all available statutory and civil penalties, costs and reasonable
18 attorneys' fees, including those provided in Labor Code § 226, subdivision (e). Plaintiff also
19 seeks an injunction pursuant to Labor Code § 226, subdivision (g), to ensure compliance with
20 the requirements of § 226 and to enjoin Defendants' unlawful conduct.

21
22 **FIFTH CAUSE OF ACTION**
Waiting Time Penalties
23 **(On behalf of the Class against All Defendants)**
(California Labor Code §§ 201-203)

24 76. Plaintiff re-alleges and incorporates by reference the allegations contained in the
25 preceding paragraphs as though fully set forth herein, and further alleges as follows:

26 77. California Labor Code section 203 provides that if an employer willfully fails to
27 pay, without abatement or reduction, in accordance with California Labor Code §§ 201, 201.5,
28 202 and 205.5, any wages of an employee who is discharged or who resigns, the wages of the

1 employee shall continue as a penalty from the due date thereof at the same rate until paid up to
2 a maximum of thirty (30) days.

3 78. Defendants had and continue to have a consistent and uniform policy, practice
4 and procedure of willfully failing to pay Class members, including Plaintiff, at the termination
5 of their employment their earned wages owed for all work performed, in violation of California
6 Labor Code §§ 201 and 202.

7 79. Certain Class members are no longer still employed by Defendants in that they
8 were either discharged from or resigned from Defendants' employ.

9 80. Defendants willfully failed to pay Class Members who left their employ a sum
10 certain for earned wages, at the time of their termination or within seventy-two (72) hours of
11 their resignation. Defendants knew or should have known that wages were due, but nevertheless
12 failed to pay them.

13 81. Members of the Class who left Defendants' employ are entitled to penalties
14 pursuant to California Labor Code § 203, in the amount of each person's daily wage, multiplied
15 by thirty (30) days.

16
17 **SIXTH CAUSE OF ACTION**
18 **Failure to Pay Wages and Overtime**
19 **(On behalf of the Plaintiff against All Defendants)**
20 **(California Labor Code §§ 510, 1194, 1194.2, 1199, 202 and 203)**

21 82. Plaintiff re-alleges and incorporates by reference the allegations contained in
22 paragraphs 7-35 and 47 as though fully set forth herein.

23 83. Plaintiff was not paid for all time worked prior to being issued an electronic time
24 card. Defendants intentionally failed to pay him for certain hours of work.

25 84. Plaintiff seeks recovery, on an individual basis only, for these unpaid wage
26 amounts, plus liquidated damages, interest, and waiting time penalties, attorneys' fees, and costs.

27 **SEVENTH CAUSE OF ACTION**
28 **Unfair Competition**
(On behalf of the Class against Defendant WOOD TECH, INC.)
(Cal. Bus. & Prof. Code § 17200)

85. Plaintiff re-alleges and incorporates by reference the allegations contained in the

1 preceding paragraphs as though fully set forth herein, and further alleges as follows:

2 86. The Unfair Competition Law (“UCL”), California Business & Professions Code
3 § 17200, *et seq.*, prohibits unfair competition in the form of any unlawful, unfair or fraudulent
4 business acts or practices. The UCL provides that a Court may enjoin acts of unfair competition,
5 and order restitution to affected members of the public.

6 87. Defendants have committed acts of unfair competition as defined by the UCL, by
7 engaging in the unlawful, unfair and fraudulent business practices and acts described in this
8 Complaint, including, but not limited to:

9 a. Failing to maintain accurate records showing daily hours worked and
10 wages paid, in violation of Labor Code § 1174, subdivision (d) and Wage Orders, 1-2001 and 4-
11 2001, which impose a requirement on all employers to “keep accurate information with respect
12 to each employee,” including “[t]ime records showing when the employee begins and ends each
13 work period” as well as “total daily hours worked.”

14 b. Failing to provide Plaintiff and Class members meal and rest periods
15 during which they were relieved of all duty, in violation of Labor Code §§ 226.7 and 512, and
16 Wage Orders 1-2001 and 4-2001;

17 c. Failing to provide Plaintiff and Class members with accurate wage
18 statements showing all hours worked, the corresponding pay rates, and all wages earned, in
19 violation of California Labor Code § 226; and

20 d. Failing to pay all accrued wages and other compensation due immediately
21 to each member of the Class who was terminated, or within 72 hours to each member of the Class
22 who resigned, in violation of California Labor Code § 203.

23 88. The violations of these laws and regulations, as well as of the fundamental
24 California public policies protecting wages and safe and healthy working conditions underlying
25 them, serve as unlawful predicate acts and practices for purposes of Business and Professions
26 Code § 17200, *et seq.*

27 89. The acts and practices described above constitute unfair, unlawful and fraudulent
28 business practices, and unfair competition, within the meaning of Business and Professions Code

1 § 17200 *et seq.* Among other things, the acts and practices have taken from Plaintiff and the
2 Class wages rightfully earned by them, while enabling Defendants to gain an unfair competitive
3 advantage over law-abiding employers and competitors.

4 90. Business and Professions Code § 17203 provides that a court may make such
5 orders or judgments as may be necessary to prevent the use or employment by any person of any
6 practice which constitutes unfair competition. Injunctive relief is necessary and appropriate to
7 prevent Defendants from repeating their unlawful, unfair and fraudulent business acts and
8 business practices alleged above. If Defendants are not enjoined from this conduct, they will
9 continue to engage in these unlawful practices. Monetary compensation alone will not afford
10 adequate and complete relief to Plaintiff and Class members because it is impossible to determine
11 the amount of damages that will compensate for Defendants' actions in the future if such actions
12 are not enjoined now. Thus, without injunctive relief, a multiplicity of actions will result from
13 Defendants' continuing conduct.

14 91. As a direct and proximate result of the aforementioned acts and practices, Plaintiff
15 and Class members have suffered a loss of money and property, in the form of unpaid wages that
16 are due and payable to them.

17 92. Business and Professions Code § 17203 provides that the Court may restore to
18 any person in interest any money or property that may have been acquired by means of such
19 unfair competition. Plaintiff and Class members are entitled to restitution pursuant to Business
20 and Professions Code § 17203 for all wages and payments unlawfully withheld from employees.

21 93. Business and Professions Code § 17202 provides: "Notwithstanding Section 3369
22 of the Civil Code, specific or preventive relief may be granted to enforce a penalty, forfeiture, or
23 penal law in a case of unfair competition." Plaintiff and Class members are entitled to enforce
24 all applicable penalty provisions of the Labor Code pursuant to Business and Professions Code
25 § 17202.

26 94. Plaintiff requests that the Court issue a preliminary and permanent injunction
27 requiring Defendants to advise all Class members of their rights pursuant to the California Labor
28 Code and Wage Orders, and to provide Plaintiff and Class members all applicable benefits

1 afforded by California's Labor Code and Wage Orders, including but not limited to (a) payment
2 of all wages earned for all hours worked; (b) payment of all premium wages earned for improper
3 meal and rest periods; (c) provision of accurate wage statements; and (d) payment of all wages
4 earned upon termination of employment.

5 95. Plaintiff's success in this action will enforce important rights affecting the public
6 interest and in that regard Plaintiff sues on behalf of himself as well as others similarly situated.
7 Plaintiff and Class members seek and are entitled to unpaid wages, declaratory and injunctive
8 relief, and all other equitable remedies owing to them.

9 96. Plaintiff herein takes upon himself enforcement of these laws and lawful claims.
10 There is a financial burden involved in pursuing this action, the action is seeking to vindicate a
11 public right, and it would be against the interests of justice to penalize Plaintiff by forcing him
12 to pay attorneys' fees from the recovery in this action. Attorneys' fees are appropriate pursuant
13 to Code of Civil Procedure § 1021.5 and otherwise.

14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiff respectfully prays for relief as follows:

- 16 1. Declaratory relief as pled or as the Court may deem proper;
- 17 2. Preliminary, permanent and mandatory injunctive relief prohibiting
18 Defendants, their officers, agents and all those acting in concert with them, from committing
19 in the future those violations of law herein alleged;
- 20 3. Equitable accounting to identify, locate and restore to all current and former
21 employees the wages they are due, with interest thereon;
- 22 4. Award of compensatory and liquidated damages, including lost wages and all
23 other sums of money owed to Plaintiff and Class Members, together with interest on these
24 amounts, according to proof;
- 25 5. Award of statutory and civil penalties pursuant to the Labor Code in amounts
26 according to proof;
- 27 6. Award of pre-judgment and post-judgment interest on all monetary amounts
28 awarded in this action, as provided by law;

1 7. Award of reasonable attorneys' fees as provided by the Labor Code, Code of
2 Civil Procedure § 1021.5, and all other applicable law;

3 8. All costs of suit as provided by the Labor Code, Code of Civil Procedure §
4 1021.5, and all other applicable law; and

5 9. For such other and further relief as this Court deems equitable, just and proper.

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Respectfully submitted,

Dated: May 10, 2022

VALERIAN LAW, P.C.

By: 
Xinying Valerian


Attorney for Plaintiff HUNG PHAM
and the Proposed Class

DEMAND FOR JURY TRIAL

Plaintiff hereby requests a jury trial on all claims so triable.

Dated: May 10, 2022

VALERIAN LAW, P.C.

By: 
Xinying Valerian

Attorney for Plaintiff HUNG PHAM
and the Proposed Class