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FILED
Superior Court of California
County of Alameda
09/24/2025
Clad Flake, Executive Officer/Clerk of the Court
By: C. Huang Deputy

8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF ALAMEDA**

11 HUNG PHAM, an individual and on behalf of
12 all others similarly situated;

13 Plaintiff,

14 vs.

15 FORMFACTOR, INC., a Delaware
16 corporation; and DOES 1 through 50,

17 Defendants.
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Case No.: 25CV130796

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT:**

- (1) **OVERTIME WAGE VIOLATIONS
(LABOR CODE §§ 204, 510, 1194,
1198);**
- (2) **MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, 558);**
- (3) **REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516, 558);**
- (4) **WAGE STATEMENT PENALTIES
(LABOR CODE § 226);**
- (5) **WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- (6) **UNFAIR COMPETITION (BUS &
PROF CODE §§ 17200, *et seq.*); and**
- (7) **CIVIL PENALTIES UNDER THE
CALIFORNIA PRIVATE
ATTORNEYS GENERAL ACT
(LABOR CODE §§ 2698, *et seq.*)**

DEMAND FOR JURY TRIAL

1 Plaintiff HUNG PHAM (“Plaintiff”), on behalf of himself and all others similarly situated,
2 hereby brings this First Amended Class and Representative Action Complaint (“Complaint”)
3 against Defendants FORMFACTOR, INC., a Delaware corporation, and DOES 1 to 50 (collectively
4 “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION AND VENUE**

6 1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this
7 Complaint for recovery of unpaid wages and penalties under California Business and Professions
8 Code § 17200, *et seq.*, Labor Code §§ 201-204, 226, 226.7, 246, 510, 512, 516, 558, 1198, 2698, *et*
9 *seq.*, and applicable Industrial Welfare Commission (“IWC”) Wage Orders (“Wage Orders”), in
10 addition to seeking injunctive relief, declaratory relief, and restitution. This Complaint is brought
11 pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over Defendants’
12 violations of the Labor Code because the amount in controversy exceeds \$25,000.

13 2. Venue is proper in this judicial district because Defendants maintain offices, have
14 agents, and/or transact business in the State of California, including Alameda County, and some of
15 the acts and omissions complained of herein occurred in Alameda County. Furthermore, Plaintiff
16 was employed by Defendants within Alameda County.

17 **PARTIES**

18 3. Plaintiff is, and at all times relevant herein was, an individual over the age of
19 eighteen (18) and is a California resident. Within the statute of limitations periods applicable to
20 each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt employee.
21 Plaintiff was, and is, a victim of Defendants’ policies, practices, and/or customs complained of
22 herein and has been deprived of the rights guaranteed by Business and Professions Code § 17200, *et*
23 *seq.*, Labor Code §§ 201-204, 226, 226.7, 246, 510, 512, 516, 558, 1198, 2698, *et seq.*, and Wage
24 Orders.

25 4. Plaintiff is informed and believes, and based thereon alleges, that during the
26 applicable statute of limitations for each cause of action pled herein and continuing to the present,
27 Defendants engaged in, and continue to engage in, business, and employed Plaintiff and other,
28 similarly-situated non-exempt employees within Alameda County, and the State of California and,

1 therefore, were (and are) doing business in Alameda County and the State of California.

2 5. Plaintiff does not know the true names or capacities, whether individual, partner, or
3 corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said
4 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
5 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed and
6 believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
7 partners, or corporate, was responsible in some manner for the acts and omissions alleged herein,
8 and proximately caused Plaintiff and the Classes (as defined below) to be subject to the unlawful
9 employment practices, wrongs, injuries, and damages complained of herein.

10 6. At all times herein mentioned, each of said Defendants participated in the doing of
11 the acts hereinafter alleged to have been done by the named Defendant; and furthermore,
12 Defendants, and each of them, were the agents, servants, and employees of each of the other
13 defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting
14 within the course and scope of said agency and employment.

15 7. Plaintiff is informed and believes, and based thereon alleges, that at all times
16 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
17 joint venturer of, or working in concert with each of the other co-Defendants and was acting within
18 the course and scope of such agency, employment, joint venture, or concerted activity. To the extent
19 said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining
20 Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

21 8. At all times herein mentioned, Defendants, and each of them, were members of, and
22 engaged in, a joint venture, partnership, and common enterprise, and acting within the course and
23 scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

24 9. At all times herein mentioned, the acts and omissions of various Defendants, and
25 each of them, concurred and contributed to the various acts and omissions of each and all of the
26 other Defendants in proximately causing the injuries and damages as herein alleged.

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1 **FACTUAL ALLEGATIONS**

2 10. Defendants own and operate a semiconductor test and measurement company in
3 Livermore, California. During the relevant time period, Defendants employed Plaintiff as an hourly-
4 paid, non-exempt employee as an assembler.

5 11. Plaintiff and other non-exempt employees sometimes worked more than eight hours
6 in a workday or 40 hours in a workweek. Upon information and belief, Defendants failed to
7 incorporate multiple rates of pay and/or all non-discretionary remuneration, including bonuses, into
8 the regular rate of pay. As a result, Plaintiff and other non-exempt employees were not compensated
9 for all earned overtime wages.

10 12. Upon information and belief, Defendants violated Labor Code § 226.7 by failing to
11 pay meal and/or rest period premiums at the correct regular rate of compensation by incorporating
12 all non-discretionary incentive compensation, including bonuses, in the event that a legally
13 compliant meal period was not provided to their non-exempt employees.

14 13. Additionally, upon information and belief, Defendants violated Labor Code § 246 by
15 failing to incorporate multiple rates of pay and/or all non-discretionary remuneration into the paid
16 sick leave pay rate.

17 14. The wage statements they received from Defendants were in violation of Labor Code
18 § 226(a). The violations include, but are not limited to, the failure to state the correct total hours
19 worked, failure to state the correct name and address of the employer entity, failure to state the
20 correct gross and net wages earned for all time worked, and failure to state all applicable hourly
21 rates in effect during the pay period and the corresponding number of hours worked at each hourly
22 rate by the employee. As a result of Defendants' failure to pay all overtime wages, failure to pay all
23 paid sick leave wages, failure to pay all meal and/or rest period premium wages, and unlawful
24 timekeeping and payroll practices as alleged above, Defendants maintained inaccurate payroll
25 records and issued inaccurate wage statements to Plaintiff and other non-exempt employees.

26 15. As a further result of Defendants' failure to pay all overtime wages, sick leave
27 wages, and meal and/or rest period premium wages, Defendants failed to timely pay all final wages
28 to former non-exempt employees upon their separation of employment from Defendants.

1 **CLASS ACTION ALLEGATIONS**

2 16. **Class Definitions:** Plaintiff brings this action on behalf of himself and the following
3 Classes pursuant to § 382 of the California Code of Civil Procedure:

- 4 a. Regular Rate Class: All current and former non-exempt employees of Defendants in
5 the State of California who earned non-discretionary remuneration and received
6 overtime, paid sick leave, meal period premiums, and/or rest period premiums during
7 the same period in which the non-discretionary remuneration was earned, during the
8 four years immediately preceding the filing of this action through the present.
- 9 b. Wage Statement Class: All members of the Regular Rate Class who received a wage
10 statement during the one year immediately preceding the filing of this action through
11 the present.
- 12 c. Waiting Time Penalty Class: All of Defendants' formerly employed members of the
13 Regular Rate Class during the three years immediately preceding the filing of this
14 action through the present.

15 17. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
16 joinder of all members would be impractical, if not impossible. The membership of the Classes is
17 unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number
18 greater than 50 individuals. The identity of such membership is readily ascertainable via inspection
19 of Defendants' employment records, including payroll records.

20 18. **Common Questions of Law and Fact Predominate/Well-Defined Community of**
21 **Interest:** There are predominant common questions of law and fact as to Plaintiff and members of
22 the Classes, which predominate over questions affecting only individual members including,
23 without limitation to:

- 24 a. Whether Defendants properly paid all overtime, paid sick leave, meal period
25 premium, and/or rest period premium wages to members of the Regular Rate Class;
- 26 b. Whether Defendants furnished legally compliant wage statements to members of the
27 Wage Statement Class pursuant to Labor Code § 226; and

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1 c. Whether Defendants timely paid all final wages to members of the Waiting Time
2 Class at the time of their separation of employment pursuant to Labor Code §§ 201
3 and 202.

4 These common questions of law and fact set forth above are numerous and substantial and
5 stem from Defendants' policies and/or practices applicable to each individual class member. As
6 such, the common questions predominate over individual questions concerning each individual
7 class member's showing as to their eligibility for recovery or as to the amount of their damages.

8 19. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
9 Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s)
10 of limitations period applicable to each cause of action pled in the Complaint. As alleged herein,
11 Plaintiff, like the members of the Classes, was not paid all overtime, paid sick leave, meal period
12 premium, and/or rest period premium wages owed due to Defendants' timekeeping and payroll
13 policies/practices, and not provided with accurate, compliant, itemized wage statements.

14 20. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps
15 to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's
16 attorneys are ready, willing and able to fully and adequately represent the members of the Classes
17 and Plaintiff. Plaintiff's attorneys have litigated numerous wage-and-hour class actions in state and
18 federal courts in the past and are committed to vigorously prosecuting this action on behalf of the
19 members of the Classes.

20 21. **Superiority:** The Labor Code is broadly remedial in nature and serves an important
21 public interest in establishing minimum working conditions and standards in California. These laws
22 and labor standards protect the average working employee from exploitation by employers who
23 have the responsibility to follow the laws and who may seek to take advantage of superior economic
24 and bargaining power in setting onerous terms and conditions of employment. The nature of this
25 action and the format of laws available to Plaintiff and members of the Classes make the class
26 action format a particularly efficient and appropriate procedure to redress the violations alleged
27 herein. If each employee were required to file an individual lawsuit, Defendants would necessarily
28 gain an unconscionable advantage since they would be able to exploit and overwhelm the limited

resources of each individual plaintiff with their vastly superior financial and legal resources.

22. Moreover, requiring each member of the Class(es) to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damages to their careers at subsequent employment. The claims of the individual members of the Class are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending hereto.

23. Furthermore, the prosecution of separate actions by the individual class members, even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual class members against Defendants herein; and which would establish potentially incompatible standards of conduct for Defendants; and/or legal determinations with respect to individual class members which would, as a practical matter, be dispositive of the interest of the other class members not parties to adjudications or which would substantially impair or impede the ability of the class members to protect their interests. As such, the Classes identified hereinabove are maintainable as classes under § 382 of the Code of Civil Procedure.

FIRST CAUSE OF ACTION

OVERTIME WAGE VIOLATIONS

(Against All Defendants)

24. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

25. This cause of action is brought pursuant to Labor Code §§ 204, 510, 1194, 1198, and Wage Orders, § 3, which provide that non-exempt employees are entitled to all overtime wages and compensation for all overtime hours worked and provide a private right of action for the failure to pay all overtime compensation for overtime work performed.

26. At all times relevant herein, Defendants were required to properly compensate non-exempt employees, including Plaintiff and members of the Regular Rate Class, for all overtime hours worked pursuant to Labor Code § 1194 and Wage Orders. Wage Orders, § 3 requires an employer to pay an employee one and one-half (1½) times and two times the employee's regular

1 rate of pay for overtime and double time hours work. Defendants caused Plaintiff and members of
2 the Regular Rate Class to work overtime hours but failed to compensate these employees for all
3 overtime hours at the regular rate of pay.

4 27. As a consequence of Defendants' non-payment of overtime wages, Plaintiff and
5 members of the Regular Rate Class seek recovery of the balance of unpaid overtime wages,
6 including interest thereon, statutory penalties, attorneys' fees, and costs of suit according to Labor
7 Code §§ 204, 210, 216, 218.6, 510, 1194, and 1198; Code of Civil Procedure § 1021.5; and Civil
8 Code §§ 3287 and 3289.

9 **SECOND CAUSE OF ACTION**

10 **MEAL PERIOD VIOLATIONS**

11 **(Against All Defendants)**

12 28. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
13 fully set forth herein.

14 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed
15 in their affirmative obligation to provide all of their non-exempt employees in California, including
16 members of the Regular Rate Class, with all legally compliant meal periods in accordance with the
17 mandates of the Labor Code and Wage Orders, § 11.

18 30. Despite Defendants' violations, Defendants did not pay an additional hour of pay to
19 members of the Regular Rate Class at their respective regular rates of compensation, in accordance
20 with California Labor Code §§ 204, 210, 226.7, and 512.

21 31. As a consequence of Defendants' unlawful meal period practices, Plaintiff and
22 members of the Regular Rate Class seek recovery of unpaid premium wages for meal period
23 violations including interest thereon, statutory penalties, and costs of suit, pursuant to Labor Code
24 §§ 226.7, 512, 558, Wage Orders, and Civil Code §§ 3287 and 3289.

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1 **THIRD CAUSE OF ACTION**

2 **REST PERIOD VIOLATIONS**

3 **(Against All Defendants)**

4 32. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
5 fully set forth herein.

6 33. Labor Code §§ 226.7, 516, 558, and Wage Orders, § 12 and establish the right of
7 employees to be provided with a rest period of at least 10 minutes for each four-hour period
8 worked, or major fraction thereof. Plaintiff is informed and believes, and based thereon alleges, that
9 despite Defendants' failure to authorize and permit members of the Regular Rate Class to take all
10 legally compliant rest periods as alleged herein, Defendants did not pay these individuals an
11 additional hour of pay at their respective regular rate for the rest periods that they failed to authorize
12 and permit them to take, as required by Labor Code § 226.7.

13 34. As a consequence of Defendants' unlawful rest period practices, Plaintiff and
14 members of the Regular Rate Class seek recovery of unpaid premium wages for rest period
15 violations including interest thereon, statutory penalties, and costs of suit, statutory penalties,
16 attorneys' fees, and costs of suit according to Labor Code §§ 226.7, 516, 558, Wage Orders, and
17 Civil Code §§ 3287 and 3289.

18 **FOURTH CAUSE OF ACTION**

19 **WAGE STATEMENT PENALTIES**

20 **(Against All Defendants)**

21 35. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
22 fully set forth herein.

23 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants
24 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
25 and members of the Wage Statement Class with accurate and complete, itemized wage statements
26 that included, among other requirements, all hours worked, total gross wages earned, all rates of pay
27 and corresponding number of hours worked, total net wages earned, the inclusive dates of the pay
28 period, and/or the correct name and address of the legal entity that is the employer in violation of

1 Labor Code § 226.

2 37. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class
3 with accurate and complete, itemized wage statements resulted in actual injury, as said failures led
4 to, among other things, the non-payment of overtime, paid sick leave, meal period premium, and/or
5 rest period premiums at the regular rate of pay and deprived them of the information necessary to
6 identify the discrepancies in Defendants' reported payroll data.

7 38. As a consequence of Defendants' unlawful wage statement practices, Plaintiff and
8 members of the Wage Statement Class seek damages and/or statutory penalties, reasonable
9 attorneys' fees, and costs of suit according to California Labor Code § 226.

10 **FIFTH CAUSE OF ACTION**

11 **WAITING TIME PENALTIES**

12 **(Against All Defendants)**

13 39. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
14 fully set forth herein.

15 40. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an
16 employer to pay all wages immediately at the time of separation of employment in the event the
17 employer discharges the employee or the employee provides at least 72 hours of notice of their
18 intent to quit. In the event the employee provides less than 72 hours of notice of their intent to quit,
19 said employee's wages become due and payable not later than 72 hours upon said employee's last
20 date of employment.

21 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed
22 to timely pay members of the Waiting Time Class all final wages due to them at their separation
23 from employment, including unpaid overtime, paid sick leave, meal period premium, and/or rest
24 period premium wages.

25 42. Furthermore, Plaintiff is informed and believes, and based thereon alleges, that as a
26 matter of uniform policy and practice, Defendants continue to fail to pay members of the Waiting
27 Time Class all earned wages at the end of employment in a timely manner pursuant to the
28 requirements of Labor Code §§ 201-202.

43. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203. Defendants' willful failure to timely pay the members of the Waiting Time Class their earned wages upon separation from employment results in continued payment of daily wages up to thirty days from the time the wages were due.

44. As a consequence of Defendants' unlawful practices, Plaintiff and members of the Waiting Time Class seek statutory penalties, and costs of suit according to California Labor Code § 203.

SIXTH CAUSE OF ACTION

UNFAIR COMPETITION

(Against All Defendants)

45. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

46. Defendants have engaged and continue to engage in unfair and/or unlawful business practices in California in violation of Business and Professions Code § 17200, *et seq.*, by:

- a. failing to pay Plaintiff and members of the Regular Rate Class all overtime, paid sick leave, meal period premium, and/or rest period premiums due at the regular rate of pay;
- b. failing to issue accurate and itemized wage statements to Plaintiff and members of the Wage Statement Class; and
- c. failing to timely pay all final wages to members of the Waiting Time Penalty Class.

47. Defendants' utilization of these unfair and/or unlawful business practices deprived Plaintiff and continues to deprive members of the Classes of compensation to which they are legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over Defendants' competitors who have been and/or are currently employing workers and attempting to do so in honest compliance with applicable wage and hour laws.

48. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiff for himself and on behalf of the members of the Classes, seeks full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired

1 and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

2 49. The acts complained of herein occurred within the last four years immediately
3 preceding the filing of the Complaint in this action.

4 **SEVENTH CAUSE OF ACTION**

5 **PRIVATE ATTORNEYS GENERAL ACT**

6 **(Against All Defendants)**

7 50. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
8 fully set forth herein.

9 51. Plaintiff, an “aggrieved employee” within the meaning of Labor Code §§ 2698, *et*
10 *seq.*, acting on behalf of himself and other aggrieved employees (collectively, “Aggrieved
11 Employees”), brings this representative action against Defendants to recover the civil penalties due
12 to Plaintiff and other Aggrieved Employees, and the State of California according to proof pursuant
13 to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial
14 violation for each failure to pay each employee and \$200 for each subsequent violation or willful or
15 intentional violation pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each
16 employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and
17 \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3)
18 \$100 for each initial violation and \$250 for each subsequent violation pursuant to Labor Code §
19 1197.1 per employee per pay period; (4) \$250 for each initial violation and \$1,000 for each
20 subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to
21 Labor Code § 256, a civil penalty in an amount not exceeding 30 days per former employee as
22 waiting time under the terms of Labor Code § 203; and/or (6) \$100 for each initial violation and
23 \$200 for each subsequent violation per employee per pay period for those violations of the Labor
24 Code for which no civil penalty is specifically provided, based on the following Labor Code
25 violations:

26 a. Failing to pay Aggrieved Employees all earned overtime compensation in violation
27 of Labor Code §§ 204, 510, 558, 1194, and 1198;

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- b. Failing to provide all legally required meal periods, and failure to pay meal period premium wages, to Aggrieved Employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 512, 558, and 1198;
- c. Failing to authorize and permit all legally required rest periods, and failure to pay rest period premium wages, to Aggrieved Employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- d. Failing to furnish Aggrieved Employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- e. Failing to timely pay all final wages and compensation earned by Aggrieved Employees at the time of separation in violation of Labor Code §§ 201-202;
- f. Failing to pay Aggrieved Employees all paid sick leave wages in violation of Labor Code § 246;
- g. Failing to pay Aggrieved Employees all earned wages at least twice during each calendar month in violation of Labor Code § 204; and
- h. Failing to maintain accurate records on behalf of Aggrieved Employees in violation of Labor Code §§ 1174 and 1198.

52. On or about July 8, 2025, Plaintiff notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the Labor Code and Plaintiff’s intent to bring a claim for civil penalties under Labor Code §§ 2698, *et seq.* with respect to the violations of the Labor Code identified in the preceding paragraph. Now that 33 days and 65 days have passed from Plaintiff notifying Defendants and the LWDA of these violations, Defendants have not cured any curable violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

53. Plaintiff has incurred attorneys’ fees and costs, which Plaintiff is entitled to receive under California Labor Code § 2699(g).

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf
3 this suit is brought against Defendants, as follows:

- 4 1. For an order certifying the proposed Classes;
- 5 2. For an order appointing Plaintiff as representative of the Classes;
- 6 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 7 4. Upon the First Cause of Action, for payment of overtime wages and penalties
8 according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
- 9 5. Upon the Second Cause of Action, for meal period premium wages according to
10 proof pursuant to Labor Code §§ 226.7, 512, and 558;
- 11 6. Upon the Third Cause of Action, for rest period premium wages according to proof
12 pursuant to Labor Code §§ 226.7, 516, and 558;
- 13 7. Upon the Fourth Cause of Action, for statutory penalties pursuant to Labor Code §
14 226;
- 15 8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code §
16 203;
- 17 9. Upon the Sixth Cause of Action, for restitution to Plaintiff and members of the
18 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
19 practices declared by this Court to be in violation of Business and Professions Code §§ 17200, *et*
20 *seq.*;
- 21 10. Upon the Seventh Cause of Action, for civil penalties due to Plaintiff, other
22 Aggrieved Employees, and the State of California according to proof pursuant to Labor Code §§
23 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each
24 failure to pay each employee and \$200 for each subsequent violation or willful or intentional
25 violation pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each employee, plus
26 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each
27 subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for
28 each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1

1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each
2 subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to
3 Labor Code § 256, a civil penalty in an amount not exceeding 30 days per former employee as
4 waiting time under the terms of Labor Code § 203; and/or (6) \$100.00 for each initial violation and
5 \$200 for each subsequent violation per employee per pay period for those violations of the Labor
6 Code for which no civil penalty is specifically provided;

7 11. Prejudgment interest on all due and unpaid wages pursuant to Labor Code § 218.6
8 and Civil Code §§ 3287 and 3289;

9 12. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
10 218.5, 226, 1194, 2699(g), and Code of Civil Procedure § 1021.5; and

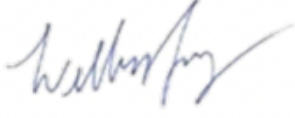
11 13. For such other and further relief, the Court may deem just and proper.

12 **DEMAND FOR JURY TRIAL**

13 Plaintiff hereby demands a trial by jury on all claims.

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15 DATED: September 24, 2025

JUSTICE FOR WORKERS, P.C.

16
17 By: 

18 William C. Sung

19 Tiffany L. Luu

20 Joseph C. Ramli

21 Attorneys for Plaintiff HUNG PHAM
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