

BOKHOUR LAW GROUP, P.C.
Mehrddad Bokhour, Esq., CA Bar No. 285256
mehrdad@bokhourlaw.com
1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067
Tel: (310) 975-1493; Fax: (310) 675-0861

FALAKASSA LAW, P.C.
Joshua S. Falakassa, CA Bar No. 295045
josh@falakassalaw.com
1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067
Tel: (818) 456-6168; Fax: (888) 505-0868

Attorneys for Plaintiff and the Putative Classes

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF TEHAMA**

THOMAS ROBERTS, on behalf of himself and
all others similarly situated,

Plaintiff,

v.

PACIFIC WOODTECH CORPORATION, a
Washington Corporation; and DOES 1-50,
inclusive.

Defendants.

CASE NO.: 24CI-000049

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

- (1) FAILURE TO PAY ALL MINIMUM WAGES;
- (2) FAILURE TO PAY ALL OVERTIME WAGES;
- (3) MEAL PERIOD VIOLATIONS;
- (4) REST PERIOD VIOLATIONS;
- (5) FAILURE TO PAY ALL SICK TIME;
- (6) WAGE STATEMENT VIOLATIONS;
- (7) WAITING TIME PENALTIES;
- (8) UNFAIR COMPETITION; &
- (9) PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT (“PAGA”)

DEMAND FOR JURY TRIAL

ELECTRONICALLY
FILED
SUPERIOR COURT OF CALIFORNIA
4/10/2025 5:15 PM
County of Tehama
Kevin Harrigan, Clerk of the Court
Patience Westphal
By _____, Deputy
EFILED

1 Plaintiff Thomas Roberts (“Plaintiff”), on behalf of himself and all other similarly situated
2 non-exempt employees, alleges and complains of Defendant Pacific Woodtech Corporation
3 (“Defendant”) and DOES 1 to 50 (collectively, “Defendants”) and each of them, as follows:

4 **INTRODUCTION**

5 1. Defendant manufactures private label engineered wood products such as beams,
6 headers, and studs.

7 2. Plaintiff brings this class action lawsuit against Defendant for alleged violations of the
8 California Labor Code and Business and Professions Code.

9 3. As set forth below, Plaintiff alleges that Defendant failed to record and pay for all hours
10 worked accurately and its unlawful rounding policy/practice. Plaintiff further alleges that Defendant
11 failed to pay all overtime compensation and sick pay wages at the proper legal rates by failing to
12 calculate the “regular rate of pay” properly. Moreover, Plaintiff alleges that Defendant’s meal and
13 rest period policies and practices failed to allow and permit non-exempt employees to take all
14 compliant and timely meal and rest periods or pay premium wages at the “regular rate of pay” in lieu
15 thereof. Plaintiff further alleges that Defendant failed to provide non-exempt employees with accurate
16 written itemized wage statements in violation of Labor Code § 226(a) and failed to timely pay all
17 final wages upon separation of employment in violation of Labor Code §§ 201-203.

18 4. Plaintiff also brings a claim for civil penalties based on the foregoing Labor Code
19 violations under the Private Attorney General Act (“PAGA”).

20 5. Based on these alleged Labor Code violations, Plaintiff now brings this class action
21 and representative action to recover unpaid wages, restitution, penalties, and other related relief for
22 himself and all other similarly situated non-exempt employees.

23 **JURISDICTION AND VENUE**

24 6. Plaintiff, on behalf of himself and all other similarly situated employees hereby bring
25 this class action for recovery of unpaid wages and penalties under California Labor Code §§ 201-
26 204, 210, 226(a), 226(a)(6), 226(e), 226.3, 226.7, 227.3, 246, 510, 512, 516, 1194, 1197.1, 1199, and
27 applicable Industrial Welfare Commission Wage Orders (“Wage Orders”), in addition to seeking
28 declaratory relief and restitution pursuant to California Business and Professions Code § 17200, *et*

1 *seq.*

2 7. This class action is brought pursuant to California Code of Civil Procedure § 382.

3 8. This Court has jurisdiction over Defendant's violations of the California Labor Code
4 and applicable Wage Orders because the amount in controversy exceeds this Court's jurisdictional
5 minimum.

6 9. Venue is proper in this judicial district pursuant to California Code of Civil Procedure
7 §§ 395(a) and 395.5, Defendant operates in California within the County of Tehama, and Defendant
8 is within the jurisdiction of this Court for purposes of service of process.

9 **PARTIES**

10 10. At all relevant times herein, Plaintiff, who is over 18, was and currently is a California
11 resident residing in the State of California.

12 11. Plaintiff is informed, believes, and alleges that Defendants are authorized to do
13 business within the County of Tehama and is and/or was the legal employer of Plaintiff and the Class
14 Members during the applicable statutory periods. Plaintiff was, and is, a victim of Defendants'
15 policies and/or practices complained of herein and has been deprived of the rights guaranteed to her
16 by California Labor Code §§ 201-203, 204, 210, 226, 226(a), 226(e), 226.3, 226.7, 227.3, 246, 510,
17 512, 516, 1194, 1197.1, 1199, and the California Business and Professions Code § 17200 *et seq.*, and
18 applicable Wage Orders.

19 12. Plaintiff is informed and believes, and based thereon alleges, that during the four years
20 preceding the filing of the Complaint and continuing to the present, Defendants did (and continue to
21 do) business in the State of California, County of Tehama.

22 13. Plaintiff does not know the true names or capacities, whether individual, partner, or
23 corporate, of the Defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said
24 Defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
25 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and
26 believes, and thereon alleges, that each of said fictitious Defendants, whether individual, partners, or
27 corporate, were responsible in some manner for the acts and omissions alleged herein, and
28 proximately caused Plaintiff and the Classes to be subject to the unlawful employment practices

1 alleged herein.

2 14. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
3 herein, Defendants were and are the employers of Plaintiff and all members of the Classes. At all
4 times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter
5 alleged to have been done by the named Defendants. Furthermore, the Defendants, and each of them,
6 were the agents, servants, and employees of each and every one of the other Defendants, as well as
7 the agents of all Defendants, and at all times herein mentioned were acting within the course and
8 scope of said agency and employment. Defendants, and each of them, approved of, condoned, and/or
9 otherwise ratified each and every one of the acts or omissions complained of herein.

10 15. At all times mentioned herein, Defendants, and each of them, were members of and
11 engaged in a joint venture, partnership, and common enterprise and acting within the course and
12 scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff
13 alleges that all Defendants were joint employers for all purposes of Plaintiff and all members of the
14 Classes.

15 **COMMON FACTUAL ALLEGATIONS**

16 16. Defendant manufactures private label engineered wood products such as beams,
17 headers, and studs.

18 17. Plaintiff was employed by Defendant as a non-exempt employee with the title of
19 “Forklift Operator” out of its Red Bluff, California, location beginning on June 21, 2001, until his
20 separation from employment on December 22, 2023.

21 18. Plaintiff and other non-exempt employees (including, but not limited to, Production
22 Technician, QC Technician, Electrician, Millwright, Accounting Technician, Payroll Specialist, and
23 all other non-exempt positions) were responsible for all aspects of Defendant’s business in California.
24 However, in these roles, Plaintiff and non-exempt employees were often not afforded all protections
25 and rights conferred under the California Labor Code and applicable wage orders.

26 19. At all relevant times, Plaintiff and other non-exempt employees regularly worked
27 various shifts, many of which were more than 8.0 hours in a workday and 40.0 hours in a workweek.
28 Plaintiff alleges that other non-exempt employees were also subjected to the same policies,

1 procedures, practices, working conditions, and corresponding wage and hour violations to which he
2 was subjected during his employment.

3 20. First, at all relevant times, Defendant has consistently failed to accurately record all
4 time worked, including the time non-exempt employees were under the employer's control. This
5 included a policy and practice of failing to record and capture aggrieved employees' time correctly,
6 including all time spent working off the clock.

7 21. Moreover, Defendant utilizes a uniform policy/practice of unevenly rounding
8 Plaintiff's and other non-exempt employees' time entries to the nearest 15-minute interval. As a result
9 of these company-wide policies/practices, Plaintiff and other non-exempt employees are not
10 compensated for all the hours that they actually work and all of the overtime hours they actually work,
11 in violation of Labor Code §§ 204, 210, 510, 1194, 1197.1, 1199, and applicable Wage Orders.

12 22. California courts have held that rounding time policies can be lawful "if the rounding
13 policy is fair and neutral on its face and 'it is used in such a manner that it will not result, over a
14 period of time, in failure to compensate the employees properly for all the time they have actually
15 worked. *See's Candy Shops v. Superior Court* (2012) 210 Cal.App.4th 889, 907 (29 C.F.R. § 785.48;
16 see DLSE Manual, *supra*, §§ 47.1, 47.2.)."

17 23. Here, Defendant's rounding time policy/practice is not neutral on its face or in its
18 application as Plaintiff and other non-exempt employees are subject to discipline, including
19 termination for being tardy in reporting to work, or returning from a meal period. Moreover, because
20 Defendant is easily capable of tracking the time worked by non-exempt employees to the minute, the
21 policy itself exists not for the convenience or benefit of the employees who are trying to report their
22 time on timecards or otherwise, but for Defendant's benefit.

23 24. As a result, over a period of time, Plaintiff and other non-exempt employees needed
24 to be properly paid for all hours worked in violation of Cal. Labor Code §§ 204, 210, 1194, 1197.1,
25 1199, and applicable Wage Orders. Additionally, due to Defendant's unlawful timekeeping and
26 rounding policies/practices, Plaintiff and other non-exempt employees were not properly paid at the
27 correct overtime rate for hours worked in excess of eight hours per shift in violation of Labor Code §
28 510.

1 25. Labor Code § 1197.1 authorizes employees who are paid less than the minimum fixed
2 by an applicable state or local law or by an order of the commission a civil penalty, restitution of
3 wages, and liquidated damages as follows: (1) for any initial violation that is intentionally committed,
4 one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee
5 is underpaid....[and] (2) [f]or each subsequent violation for the same specific offense, two hundred
6 fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is
7 underpaid regardless of whether the initial violation is intentionally committed.

8 26. Labor Code § 510 requires an employer to compensate an employee who works more
9 than eight (8) hours in one workday, forty (40) hours in a workweek, and for the first eight (8) hours
10 worked on the seventh consecutive day, no less than one and one-half times (1 1/2) the regular rate of
11 pay. In addition, Labor Code § 510 obligates employers to compensate employees at no less than
12 twice the regular rate of pay when an employee works more than twelve (12) hours in a workday or
13 more than eight (8) hours on the seventh consecutive day of work. Pursuant to Section 3 of the
14 applicable Wage Orders, non-exempt employees shall not be employed more than eight (8) hours in
15 any workday or more than 40 hours in any workweek unless the employee receives one and one-half
16 (1 1/2) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek.

17 27. Furthermore, at all relevant times, Plaintiff and other non-exempt employees worked
18 regular shifts that lasted longer than 8.0 hours in a workday and resulted in non-exempt employees
19 regularly working more than 40 hours in a workweek. However, Defendant failed to properly
20 calculate and pay overtime wages at the proper legal rate due to Defendant's uniform failure to
21 include all forms of compensation/remuneration, including, but not limited to, commissions,
22 incentives, non-discretionary bonuses, and all other forms of remuneration in calculating the "regular
23 rate of pay" for purposes of overtime compensation.

24 28. Under the California Labor Code (as well as the FLSA), courts have consistently held
25 that regularly paid non-discretionary bonuses (and other forms of pay) must be included in
26 determining an employee's "regular rate of pay" for purposes of calculating overtime. (See *Haber v.*
27 *The Americana Corp.* 378 F. 2d 854, 855-856 (9th Cir. 1967) [holding that regularly paid efficiency
28 bonuses must be included in calculating the "regular rate"]; *Wang v. Chinese Daily News, Inc.* 435 F.

1 Supp. 2d 1042, 1055-1057 (C.D. Cal. 2006) [granting summary judgment to Plaintiff under California
2 and federal law on the grounds, that Defendant improperly calculated overtime by excluding annual
3 bonuses paid to employees from the “regular rate of compensation”]; see *Walling v. Youngerman-*
4 *Reynolds Hardwood Co.* (1945) 65 S.Ct. 1242, 1245. (“The regular rate by its very nature must reflect
5 all payments which the parties have agreed shall be received regularly during the workweek,
6 exclusive of overtime payments. It is not an arbitrary label chosen by the parties but an actual fact.
7 Once the parties have decided upon the amount of wages and the mode of payment, the determination
8 of the regular rate becomes a matter of mathematical computation, the result of which is unaffected
9 by any designation of a contrary ‘regular rate’ in the contracts.”); see also 29 CFR §§ 778.110
10 (“production bonus”) and 778.111 (“piece-rate”).

11 29. By their policy of requiring Plaintiff and the other non-exempt employees to work in
12 excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without compensating
13 them at the lawful rate of one-half (1 1/2) their “regular rate of pay,” Defendant willfully violated the
14 provisions of Labor Code § 510 and the applicable Wage Orders.

15 30. Similarly, at all relevant times, Defendant also failed in its obligation to provide
16 Plaintiff and other non-exempt employees the legally required paid sick days at the legal rate pursuant
17 to Labor Code §§ 246(a),(b), which requires that “[a]n employee who, on or after July 1, 2015, works
18 in California for the same employer for 30 or more days within a year from the commencement of
19 employment is entitled to paid sick days. . . at the rate of not less than one hour per every 30 hours
20 worked, beginning at the commencement of employment.” Labor Code § 246(l)(1) provides that paid
21 sick time for non-exempt employees must be “calculated in the same manner as the regular rate of
22 pay for the workweek in which the employee uses paid sick time, whether or not the employee
23 actually works overtime in that workweek.”

24 31. Additionally, Labor Code § 246(l)(2) states that the paid sick time must be “calculated
25 by dividing the employee’s total wages, not including overtime premium pay, by the employee’s total
26 hours worked in the full pay periods of the prior 90 days of employment.” Finally, Labor Code §246(i)
27 requires employers to “provide an employee with written notice that sets forth the amount of paid
28 sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either

1 the employee's itemized wage statement described in Section 226 or in a separate writing provided
2 on the designated pay date with the employee's payment of wages."

3 32. Here, at all relevant times, Defendant failed in its obligation to provide Plaintiff and
4 other non-exempt employees the legally required paid sick days at the legal rate, including all forms
5 of compensation, pursuant to Labor Code §§ 246(a), (b). As such, Defendant paid sick time below
6 the "regular rate of pay" as required by Labor Code §§ 246(l) (1-2).

7 33. Moreover, at all relevant times, Plaintiff and other non-exempt employees were denied
8 compliant and timely 30-minute off-duty meal periods as mandated by California law. Due to
9 Defendant's uniform meal period policies/practices, operational requirements, and work demands,
10 Plaintiff and other non-exempt employees often could not take timely and uninterrupted net 30-
11 minute first meal periods before the end of the fifth hour of work. Further, when Plaintiff and other
12 non-exempt employees worked more than 10.0 hours in a shift, they were not allowed and permitted
13 to take a mandated second meal period before the end of the tenth hour of work in violation of the
14 Labor Code and applicable Wage Orders. Indeed, Plaintiff's and other non-exempt employees' meal
15 periods were often interrupted and/or lasted fewer than 30 minutes due to Defendant's meal period
16 policies/procedures, operational requirements, and work demands.

17 34. In addition, for each missed or non-compliant meal period, Defendant failed and
18 continues to fail to maintain a mechanism by which non-exempt employees were paid meal period
19 premiums at the "regular rate of pay" pursuant to *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11
20 5th 858 and Labor Code § 226.7.

21 35. Accordingly, due to Defendant's uniform meal period practices, non-exempt
22 employees were also regularly denied legally compliant meal periods in violation of Labor Code §§
23 226.7, 510, 516, and applicable Wage Orders.

24 36. Next, at all relevant times, Plaintiff and other non-exempt employees were not
25 provided with all 10-minute rest periods for every four hours worked, or a major fraction thereof, due
26 to Defendant's uniform rest period policies/practices, operational requirements, and work demands.
27 As a result, Plaintiff and other non-exempt employees were and are often unable to take a net 10-
28 minute duty-free rest period for every major fraction of four hours worked. This includes a second

1 rest period for shifts in excess of six hours and a third rest period for shifts in excess of 10.0 hours in
2 a workday.

3 37. By not relieving all non-exempt employees of all duties during rest periods, Defendant
4 failed to provide legally compliant rest periods. See *Augustus v. ABM Security Services, Inc.* (2016)
5 2 Cal. 5th 257, 269 [concluding that “during rest periods employers must relieve employees of all
6 duties and relinquish control over how employees spend their time.”] (Emphasis added). In *Augustus*,
7 the California Supreme Court expressly rejected the employer’s assertion that it could provide an on-
8 duty rest period to employees who worked as security guards and further explained: “that employers
9 [must] relinquish any control over how employees spend their break time and relieve their employees
10 of all duties.” *Id.* at 273. Each time non-exempt employees were unable to take a compliant rest
11 period, Defendant failed and continues to fail to adequately pay rest period premium payments at the
12 “regular rate of pay” as required by Labor Code § 226.7.

13 38. Accordingly, due to Defendant’s uniform rest period policies/practices, non-exempt
14 employees were regularly denied legally compliant rest breaks in violation of Labor Code §§ 226.7,
15 512, and applicable Wage Orders.

16 39. As a result of Defendant’s failure to pay Plaintiff and other non-exempt employees for
17 all hours they were subject to the control of Defendant, including all minimum and overtime wages,
18 sick pay wages, Defendant’s failure to adequately pay for all overtime/sick pay wages at the
19 appropriate legal rate, and Defendant’s failure to pay all meal and rest period premiums at the “regular
20 rate of pay,” Defendant issued wage statements which failed to identify the gross wages earned
21 accurately, the total hours worked, the net wages earned, and the correct corresponding number of
22 hours worked at each hourly rate, in violation of Labor Code § 226(a)(1, 2, 5, and 9).

23 40. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of
24 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
25 employee per violation in an initial violation and one thousand dollars (\$1,000) per employee for
26 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
27 deduction statement or fails to keep the required in subdivision (a) of Section 226.”

28 41. Thus, for the violations of Labor Code section 226 described above, Plaintiff and other

1 non-exempt employees may also recover Labor Code § 226.3 penalties for Defendant's violations of
2 Labor Code § 226(a). Consequently, because Defendant failed to comply with Labor Code § 226(a),
3 Plaintiff and other non-exempt employees would be entitled to recover penalties under Labor Code §
4 226(e).

5 42. Finally, because Defendant failed to pay all minimum, overtime, sick pay wages, and
6 meal and rest period premiums at the "regular rate of pay," Defendant also failed and continues to
7 fail to pay Plaintiff and other non-exempt employees all wages owed at their time of separation from
8 employment in violation of Labor Code §§ 201-203. Thus, non-exempt employees would be entitled
9 to recover waiting time penalties under Labor Code §§ 201-203.

10 CLASS ACTION ALLEGATIONS

11 43. Plaintiff brings this action on behalf of himself and the following Classes pursuant to
12 § 382 of the Code of Civil Procedure:

13 All current or former non-exempt hourly employees who work or worked
14 for Defendant in California during the four years immediately preceding the
filing of the Complaint through the date of trial. (the "Class");

15 All current or former non-exempt employees who worked for Defendant in
16 California and worked overtime hours during at least one shift during the
17 four years immediately preceding the filing of the Complaint through the
date of trial. ("the Overtime Subclass");

18 All current or former employees who work or worked for Defendant in
19 California during the one year immediately preceding the filing of the
20 Complaint through the date of trial. ("the Wage Statement Subclass")

21 All employees who work or worked for Defendant in California and who
22 left their employment during the three years immediately preceding the
filing of the Complaint through the date of trial. ("Waiting Time Penalty
Subclass")

23 (collectively "the Classes")

24 44. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
25 joinder of all members would be unfeasible and not practicable. The membership of the Classes is
26 unknown to Plaintiff at this time; however, it is estimated that the Classes consist of at least one
27 hundred (100) individuals. The identity of such membership is readily ascertainable via inspection of
28 Defendant's employment and payroll records.

1 45. **Common Questions of Law and Fact Predominate/Well-Defined Community of**

2 **Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated
3 non-exempt employees, which predominate over questions affecting only individual members
4 including, without limitation to:

5 1. Whether Defendant rounding policy/practice failed to accurately record and pay for all
6 hours worked by Class Members;

7 2. Whether Defendant failed to properly calculate the “regular rate of pay” for purposes of
8 paying overtime and sick pay wages to the members of the Class;

9 3. Whether Defendant provided legally compliant meal and rest periods or proper
10 compensation at the “regular rate of pay” in lieu thereof to members of the Class;

11 4. Whether Defendant furnished legally compliant wage statements to members of the
12 Wage Statement Subclass pursuant to Labor Code § 226(a); and

13 5. Whether the timing and amount of payment of final wages to members of the Waiting
14 Time Penalty Subclass at the time of separation from employment were unlawful.

15 46. **Predominance of Common Questions:** Common questions of law and fact
16 predominate over questions that affect only individual members of the Classes. The common
17 questions of law set forth above are numerous and substantial and stem from Defendant’s policies
18 and/or practices applicable to each individual class member, such as without limitation, Defendant’s
19 failure to pay for all hours worked, Defendant’s failure to properly pay overtime and sick pay wages,
20 Defendant’s failure to provide all compliant meal and rest periods or premiums at the “regular rate of
21 pay” in lieu thereof, Defendant’s failure to provide accurate itemized wage statements, and
22 Defendant’s failure to pay for all wages due upon separation of employment. As such, the common
23 questions predominate over individual questions concerning each class member’s showing as to his
24 or her eligibility for recovery or the amount of his or her damages.

25 47. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
26 Plaintiff was employed by Defendant as a non-exempt employee in California during the statute(s)
27 of limitation applicable to each cause of action pled in the Complaint in this action. As alleged herein,
28 Plaintiff, like the members of the Classes, was deprived of minimum, overtime, and sick pay wages,

1 was deprived of meal and rest period premium wages, was subject to Defendant's uniform meal and
2 rest period policies/practices, was not provided accurate itemized wage statements, and was not
3 timely paid all wages owed upon separation of employment.

4 48. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to
5 represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's
6 attorneys are ready, willing, and able to fully and adequately represent the members of the Classes.
7 Plaintiff's attorneys have prosecuted and are actively litigating several wage-and-hour class actions
8 in state and federal courts and are committed to vigorously prosecuting this action on behalf of the
9 members of the Classes.

10 49. **Superiority:** The California Labor Code is broadly remedial in nature and serves an
11 important public interest in establishing minimum working conditions and standards in California.
12 These laws and labor standards protect the average working employee from exploitation by
13 employers who have the responsibility to follow the laws and who may seek to take advantage of
14 superior economic and bargaining power in setting onerous terms and conditions of employment. The
15 nature of this action and the format of laws available to Plaintiff and members of the Classes make
16 the class action format a particularly efficient and appropriate procedure to redress the violations
17 alleged herein. If each employee were required to file an individual lawsuit, Defendant would
18 necessarily gain an unconscionable advantage since they could exploit and overwhelm the limited
19 resources of each individual plaintiff with their vastly superior financial and legal resources.

20 50. Moreover, requiring each member of the Classes to pursue an individual remedy would
21 also discourage the assertion of lawful claims by employees who would be disinclined to file an action
22 against their former and/or current employer for real and justifiable fear of retaliation and permanent
23 damages to their careers at subsequent employment. Further, the prosecution of separate actions by
24 the individual class members, even if possible, would create a substantial risk of inconsistent or
25 varying verdicts or adjudications with respect to the individual class members against Defendant
26 herein and which would establish potentially incompatible standards of conduct for Defendant; and/or
27 legal determinations with respect to individual class members which would, as a practical matter, be
28 dispositive of the interest of the other class members not parties to adjudications or which would

1 substantially impair or impede the ability of the class members to protect their interests. Further, the
2 claims of the individual members of the class need to be sufficiently large to warrant vigorous
3 individual prosecution, considering all of the concomitant costs and expenses attending thereto. As
4 such, the Classes identified in Paragraph 43 are maintainable as Classes under § 382 of the Code of
5 Civil Procedure.

6 **FIRST CAUSE OF ACTION**
7 **MINIMUM WAGE VIOLATIONS**
8 **(AGAINST ALL DEFENDANTS)**

9 51. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

10 52. Section 4 of the applicable Wage Order(s) and Labor Code §§ 1197 and 1182.12
11 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by
12 state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the
13 legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together
14 with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
15 wages and interest accrued thereon.

16 53. At all relevant times herein, Defendant failed to record all time accurately worked.
17 This includes but is not limited to the Defendant's failure to properly record non-exempt employees'
18 time worked, including all time spent working off-the-clock, and Defendant's uniform and unlawful
19 rounding policy/practice, which resulted in these individuals not being paid for all hours they actually
20 suffered or permitted to work. Accordingly, Plaintiff and members of the Classes were not
21 compensated for all hours worked, including all hours they were subject to the control of Defendant
22 and/or suffered or permitted to work under the Labor Code and applicable Wage Orders.

23 54. Labor Code § 1198 makes an employee's employment unlawful under conditions that
24 the Industrial Welfare Commission prohibits. Labor Code §§ 1194(a) and 1194.2(a) provide that an
25 employer who has failed to pay its employees the legal minimum wage is liable to pay those
26 employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount equal
27 to the wages due and interest thereon.

28 55. As a direct and proximate result of Defendant's unlawful conduct as alleged herein,

1 Plaintiff and the Classes have sustained economic damages, including but not limited to unpaid wages
2 and lost interest, in an amount to be established at trial, and they are entitled to recover economic and
3 statutory damages and penalties and other appropriate relief as a result of Defendant's violations of
4 the Labor Code and applicable Wage Orders.

5 56. Defendant's practice and uniform administration of corporate policy regarding illegal
6 employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and members
7 of the Classes in a civil action for the unpaid amount of minimum wages, liquidated damages,
8 including interest thereon, statutory penalties, attorney's fees, and costs of suit according to Labor
9 Code §§ 204, 558, 1194 *et seq.*, 1197, 1198, and Code of Civil Procedure § 1021.5.

10 **SECOND CAUSE OF ACTION**

11 **FAILURE TO PAY ALL OVERTIME WAGES**

12 **(AGAINST ALL DEFENDANTS)**

13 57. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

14 58. This cause of action is brought pursuant to Labor Code §§ 204, 210, 510, 558, 1194,
15 and 1198, which provide that non-exempt employees are entitled to overtime wages for all overtime
16 hours worked and provide a private right of action for the failure to pay all overtime compensation
17 for overtime work performed.

18 59. At all times relevant herein, Defendant was required to properly pay Plaintiff and
19 members of the Overtime Subclass for all overtime hours worked pursuant to California Labor Code
20 § 1194 and the applicable Wage Orders.

21 60. Section 3 of the applicable Wage Order requires an employer to pay an employee "one
22 and one-half (1 1/2) times the employee's regular rate of pay" for work in excess of 8 hours per
23 workday and/or in excess of 40 hours of work in the workweek. The same section also requires an
24 employer to pay an employee double the employee's regular rate of pay for work in excess of twelve
25 hours each workday and/or for work in excess of 8 hours on the seventh consecutive day of work in
26 the workweek. Defendant caused Plaintiff to work overtime and hours but did not compensate
27 Plaintiff or members of the Overtime Subclass at one and one-half times their "regular rate of pay"
28 for such hours.

1 61. Defendant failed to conform their pay practices to the requirements of the law. At all
2 relevant times herein, Defendant failed to conform their pay practices to the requirements of the law.
3 This unlawful conduct includes but is not limited to time rounding and/or time editing policy/practice
4 and Defendant's failure to include all forms of compensation, including, but not limited to, non-
5 discretionary bonuses, shift pay, and other incentive pay in calculating the "regular rate of pay,"
6 which resulted in these individuals not being paid for all overtime hours worked.

7 62. The foregoing policies and practices are unlawful and create an entitlement to recovery
8 by Plaintiff and the members of the Overtime Subclass in a civil action for the unpaid amount of
9 overtime wages, including interest thereon, statutory penalties, attorney's fees, and costs of suit
10 according to Labor Code §§ 204, 210, 510, 1194, and 1198, the applicable Wage Orders, and Code
11 of Civil Procedure § 1021.5.

12 **THIRD CAUSE OF ACTION**

13 **MEAL PERIOD VIOLATIONS**

14 **(AGAINST ALL DEFENDANTS)**

15 63. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

16 64. Plaintiff is informed and believes, and based thereon alleges, that Defendant failed in
17 their affirmative obligation to provide all of their hourly non-exempt employees, including Plaintiff
18 and members of the Class, with all required meal periods in accordance with the mandates of the
19 California Labor Code and applicable Wage Orders, for the reasons set forth in the Common
20 Allegations section of this Complaint.

21 65. Despite Defendant's violations, Defendant has not paid an additional hour of pay at
22 the "regular rate of pay" to Plaintiff and Class members at their respective regular rates of pay for
23 each violation, per California Labor Code § 226.7.

24 66. As a result, Defendant is responsible for paying premium compensation for meal
25 period violations, including interest thereon, statutory penalties, and costs of suit pursuant to the
26 applicable Wage Orders, Labor Code §§ 226.7, 512, and Civil Code §§ 3287(b) and 3289.

27 **FOURTH CAUSE OF ACTION**

28 **REST PERIOD VIOLATIONS**

1 **(AGAINST ALL DEFENDANTS)**

2 67. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

3 68. Section 12 of the applicable Wage Orders and Labor Code §§ 226.7 and 516 establish
4 the right of non-exempt employees to be provided with a rest period of at least ten (10) minutes for
5 each four (4) hour period worked, or major fraction thereof.

6 69. Due to their unlawful rest period policy/practices and operational requirements/work
7 demands, Defendant did not authorize and permit Plaintiff and Class members to take all rest periods
8 to which they were legally entitled.

9 70. Despite Defendant's violations, Defendant has not paid an additional hour of pay at
10 the "regular rate of pay" to Plaintiff and Class members at their respective regular rates of pay for
11 each violation, per California Labor Code § 226.7.

12 71. The foregoing violations create an entitlement to recovery by Plaintiff and members
13 of the Class in a civil action for the unpaid amount of rest period premiums owing, including interest
14 thereon, statutory penalties, and costs of suit pursuant to the applicable Wage Orders, Labor Code §§
15 226.7 and 516, and Civil Code §§ 3287(b) and 3289.

16 **FIFTH CAUSE OF ACTION**

17 **FAILURE TO PAY ALL SICK TIME**

18 **(AGAINST ALL DEFENDANTS)**

19 72. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

20 73. This cause of action is brought pursuant to Labor Code §§ 246, 558, 1194.2, 1197.1,
21 1198, and 1199 which provide that "[a]n employee who, on or after July 1, 2015, works in California
22 for the same employer for 30 or more days within a year from the commencement of employment is
23 entitled to paid sick days. . . at the rate of not less than one hour per every 30 hours worked, beginning
24 at the commencement of employment."

25 74. At all times relevant herein, Defendant was required to properly pay Plaintiff and Class
26 members for all sick time pursuant to California Labor Code § 246 and the applicable Wage Orders.

27 75. Labor Code § 246(l)(1) provides that paid sick time for non-exempt employees must
28 be "calculated in the same manner as the regular rate of pay for the workweek in which the employee

1 uses paid sick time, whether or not the employee actually works overtime in that workweek.”
2 Additionally, Labor Code § 246(l)(2) states that the paid sick time must be “calculated by dividing
3 the employee’s total wages, not including overtime premium pay, by the employee’s total hours
4 worked in the full pay periods of the prior 90 days of employment.” Finally, Labor Code §246(i)
5 requires employers to “provide an employee with written notice that sets forth the amount of paid
6 sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either
7 the employee’s itemized wage statement described in Section 226 or in a separate writing provided
8 on the designated pay date with the employee’s payment of wages.”

9 76. Defendant failed in their obligation to provide Plaintiff and the Class the legally
10 required paid sick days at the legal rate pursuant to Labor Code §§ 246(a),(b). Plaintiff and the Class
11 members were not paid at the correct “regular rate of pay.”

12 77. The foregoing policies and practices are unlawful and create an entitlement to recovery
13 by Plaintiff and the members of the Class in a civil action for the unpaid amount of wages, including
14 interest thereon, statutory penalties, attorney’s fees, and costs of suit according to Labor Code §§ 246
15 1192, 1194 *et seq.*, 1197, 1198, the applicable Wage Orders, and Code of Civil Procedure § 1021.5.

16 **SIXTH CAUSE OF ACTION**

17 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

18 **(AGAINST ALL DEFENDANTS)**

19 78. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

20 79. Labor Code 226(a) states in pertinent part the following:

21 “(a) An employer, semimonthly or at the time of each payment of wages,
22 shall furnish to his or her employee, either as a detachable part of the check,
23 draft, or voucher paying the employee’s wages, or separately if wages are
24 paid by personal check or cash, an accurate itemized statement in writing
25 showing (1) gross wages earned, (2) total hours worked by the employee,
26 (3) the number of piece-rate units earned and any applicable piece rate if the
27 employee is paid on a piece-rate basis, (4) all deductions, provided that all
28 deductions made on written orders of the employee may be aggregated and
shown as one item, (5) net wages earned, (6) the inclusive dates of the
period for which the employee is paid, (7) the name of the employee and
only the last four digits of his or her social security number or an employee

1 identification number other than a social security number, (8) the name and
2 address of the legal entity that is the employer, and (9) all applicable hourly
3 rates in effect during the pay period and the corresponding number of hours
4 worked at each hourly rate by the employee.”

5 80. As set forth above, during the Class Period, Defendant issued and continues to issue
6 wage statements to its employees, including Plaintiff and members of the Wage Statement Subclass,
7 which are inadequate under Labor Code Section § 226(a).

8 81. As a result of Defendant’s failure to pay Plaintiff and the Wage Statement Subclass
9 for all minimum, overtime, sick pay wages and missed meal and rest period premiums at the
10 appropriate legal rate, Defendant failed to include required information on Plaintiff’s and the Wage
11 Statement Subclass’ wage statements, including, but not limited to, the gross wages earned, the net
12 wages earned in violation of Labor Code section 226(a).

13 82. Defendant’ failure to comply with section 226(a) of the Labor Code was knowing
14 and intentional.

15 83. As a result of Defendant’s issuance of inaccurate itemized wage statements to Plaintiff
16 and members of the Wage Statement Subclass in violation of section 226(a) of the California Labor
17 Code, Plaintiff and members of the Wage Statement Subclass are each entitled to recover an initial
18 penalty of \$50, and subsequent penalties of \$100, up to an amount not exceeding an aggregate penalty
19 of \$4,000 per Plaintiff and per every member of the Wage Statement Subclass from Defendant’s
20 pursuant to section 226(e) of the Labor Code, costs and reasonable attorneys’ fees.

21 **SEVENTH CAUSE OF ACTION**

22 **WAITING TIME PENALTIES**

23 **(AGAINST ALL DEFENDANTS)**

24 84. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

25 85. The actionable period for this cause of action is three years before the filing of this
26 Complaint through the present and ongoing until the violation is corrected or the class is certified.

27 86. Labor Code §§ 201 and 202 require Defendant to pay all compensation due and owing
28 to Plaintiff and the Waiting Time Subclass during the actionable period for this cause of action at or
around the time their employment is or was terminated or ended.

87. Labor Code § 203 provides that if an employer willfully fails to pay compensation promptly upon discharge or resignation, as required by Labor Code sections 201 and 202, the employer is liable for penalties for continued compensation up to thirty (30) workdays.

88. Defendant willfully failed to pay the Waiting Time Subclass for all hours worked, including all minimum and overtime, sick pay wages, and their meal and rest period premiums at the “regular rate of pay,” before or upon termination or separation from employment with Defendant as required by Labor Code §§ 201 and 202.

89. As a result, Defendant is liable to the Waiting Time Subclass for waiting time penalties amounting to thirty (30) days wages for Plaintiff and the Waiting Time Subclass pursuant to Labor Code § 203. *See, e.g.,* DLSE Manual, 4.3.4 (Failure to pay any sort of wages due upon termination entitles an employee to recover waiting time penalties).

EIGHT CAUSE OF ACTION

UNFAIR COMPETITION

(AGAINST ALL DEFENDANTS)

90. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

91. Defendant has engaged and continues to engage in unfair and/or unlawful business practices in California in violation of California Business and Professions Code § 17200 *et seq.*, by failing to pay for all hours worked, by failing to pay all overtime and sick pay wages at the proper legal rate, by failing to provide all legally required meal and rest periods or pay premium payments at the “regular rate of pay” in lieu thereof, by failing to provide accurate wage statements, and by failing to pay all earned wages at the time of separation from employment.

92. Defendant's 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 Defendant's competitors who have been and/or are currently employing workers and attempting to do so in honest compliance with applicable wage and hour laws.

93. Because Plaintiff is a victim of Defendant's 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 and/or converted by Defendant's pursuant to Business and Professions Code §§ 17203 and 17208.

94. The acts complained of herein occurred within the last four years immediately preceding the filing of the Complaint.

95. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendant's current hourly non-exempt employees, and to enforce important rights affecting the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which he is entitled to recover under Code of Civil Procedure § 1021.5.

NINTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT (AGAINST ALL DEFENDANTS)

96. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

97. Defendant has committed several Labor Code violations against Plaintiff and other similarly aggrieved employees. Plaintiff, an "aggrieved employee" within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of himself and other similarly aggrieved employees, brings this PAGA representative action against Defendant to recover the civil penalties due to Plaintiff, other similarly aggrieved employees, and the State of California according to proof pursuant to Labor Code § 2699 (a) and (f) including, but not limited to (1) \$100 for each initial violation and (2) \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided based on the following Labor Code violations:

a) Failing to pay Plaintiff and similarly Aggrieve Employees for all minimum wages for all hours worked or for which they were subject to the control of the employer;

b) Failing to pay Plaintiff and other similarly Aggrieved Employees all overtime and sick pay wages at the appropriate premium rates in violation of Labor Code §§ 246, 510, 1194, 1197;

c) Failing to provide Plaintiff and other similarly Aggrieved Employees with all of their statutorily mandated meal periods in violation of Labor Code §§ 204, 510, 1194 and 1198;

d) Failing to authorize and permit Plaintiff and other similarly Aggrieved employees

1 with all of their statutorily mandated rest periods in violation of Labor Code §§ 226.7 and 516;

2 e) Failing to furnish Plaintiff and other similarly situated employees with complete,
3 accurate, itemized wage statements in violations of Labor Code § 226(a) and applicable Wage Orders;
4 and

5 f) Failing to pay final wages in a timely manner in violation of Labor Code §§ 201-203
6 and applicable Wage Orders.

7 98. On or about March 15, 2024, Plaintiff notified Defendant Pacific Woodtech
8 Corporation (“Defendant”) and the California Labor and Workforce Development Agency
9 (“LWDA”) via email of Defendant’s violations of the California Labor Code § 2698 *et seq.*, with
10 respect to violations of the California Labor Code identified in Paragraph 97 (a)-(f). Now that the
11 sixty-five days have passed from Plaintiff notifying Defendant of these violations, Plaintiff has
12 exhausted his administrative requirements for bringing a claim under the Private Attorneys General
13 Act with respect to these violations.

14 99. Plaintiff was compelled to retain the services of counsel to file this court action to
15 protect his interests and the interests of similarly aggrieved employees, and to assess and collect the
16 civil penalties owed by Defendant. Plaintiff has hereby incurred attorneys’ fees and costs, which he
17 is entitled to receive under California Labor Code § 2699.

18 **PRAYER FOR RELIEF**

19 **WHEREFORE**, Plaintiff prays for judgment for himself and all others on whose behalf this
20 suit is brought against Defendant, as follows:

21 1. For an order certifying the proposed Classes;
22 2. For an order appointing Plaintiff as representative of the Classes;
23 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
24 4. Upon the First and Second Cause of Action for compensatory, consequential,
25 general, and special damages according to proof pursuant to Labor Code §§ 204, 210, 510, 1194,
26 1197, 1197.1, and 1198 and reasonable attorneys’ fees and costs;

27 5. Upon the Third Cause of Action, for compensatory, consequential, general, and
28 special damages according to proof pursuant to Labor Code §§ 204, 210, 510, 1194, 1197, and 1198

1 and reasonable attorneys' fees and costs;

2 6. Upon the Third Cause of Action, for compensatory, consequential, general, and
3 special damages according to proof pursuant to Labor Code §§ 226.7 and 512;

4 7. Upon the Fourth Cause of Action, for compensatory, consequential, general, and
5 special damages according to proof pursuant to Labor Code §§ 226.7 and 516;

6 8. Upon the Fifth Cause of Action, for compensatory, consequential, general, and
7 special damages according to proof pursuant to Labor Code §§ 246, 558, 1194.2, 1198, and 1199;

8 9. Upon the Sixth Cause of Action, penalties pursuant to Labor Code § 226(a), and
9 reasonable costs and attorney's fees;

10 10. Upon the Seventh Cause of Action, for statutory waiting time penalties pursuant to
11 Labor Code §§ 201-203;

12 11. Upon the Eighth Cause of Action, for restitution to Plaintiff and members of the
13 Classes of all money and/or property unlawfully acquired by Defendant by means of any acts or
14 practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*;

15 12. Upon the Ninth Cause of Action, for civil penalties due to Plaintiff, other similarly
16 Aggrieved Employees, and the State of California according to proof pursuant to Labor Code § 2699
17 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation and \$200 for each
18 subsequent violation per employee per pay period for those violations of the Labor Code for which
19 no civil penalty is specifically provided under the Labor Code, and for reasonable attorneys' fees and
20 costs;

21 13. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code
22 § 218.6 and Civil Code §§ 3287 and 3289;

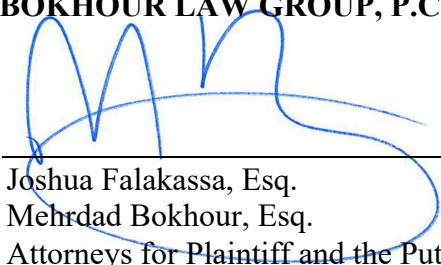
23 14. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
24 218.5, 226, 1194, Code of Civil Procedure § 1021.5; and

25 15. For such other relief that the Court may deem just and proper.
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: April 10, 2025

FALAKASSA LAW, P.C.
BOKHOUR LAW GROUP, P.C.

By: 

Joshua Falakassa, Esq.
Mehrdad Bokhour, Esq.
Attorneys for Plaintiff and the Putative Classes

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the County of Los Angeles, State of California. I am over the age of
4 eighteen years and not a party to the within action; my business address is 1901 Avenue of the Stars,
Suite 450, Los Angeles, California 90067.

5 On April 10, 2025, I served the following document(s) described as **FIRST AMENDED**
6 **CLASS AND PAGA ACTION COMPLAINT** on the interested parties in this action:

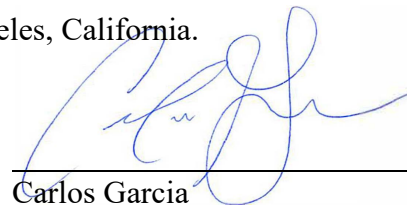
7 James M. Shore, Esq.
Jim.shore@stoel.com
8 Bryan L. Hawkins, Esq.
Bryan.hawkins@stoel.com
9 Robert Sarkisian, Esq.
Robert.sarkisian@stoel.com
10 STOEL RIVES, LLP
11 500 Capitol Mall, Suite 1600
12 Sacramento, California 95814

13 **Counsel for defendant Pacific Woodtech Corporation**

14 **BY ELECTRONIC SERVICE:** I transmitted the above-referenced document(s) via
15 electronic service provider First Legal to the person(s) identified above at the email address(es)
16 indicated and did not, within a reasonable time after transmission, receive any message or
17 communication indicating that delivery failed or that any other error had occurred which would
delay or caused failure in transmission and delivery of the document and/or any attachments thereto.

18 I declare under penalty of perjury under the laws of the State of California that the foregoing
is true and correct.

19 Executed on April 10, 2025, at Los Angeles, California.

20 
21 _____
22 Carlos Garcia
23
24
25
26
27
28