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SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

RICHARD ALVAREZ, individually and on
behalf of all individuals similarly situated
and aggrieved,

Plaintiff,

vs.

BYD USA LLC, a California limited
liability company; I CHENG KUO, an
individual; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO. 25STCV10078

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT**

- 1. FAILURE TO COMPENSATE ALL HOURS
WORKED IN VIOLATION OF INDUSTRIAL
WELFARE COMMISSION ORDER NO. 9
AND CAL. LABOR CODE §§ 200, 226, 500,
510, 1194, 1197, AND 1198;**
- 2. MISSED MEAL AND REST BREAKS IN
VIOLATION OF CAL. LABOR CODE §§ 200,
226.7, 512, 558, and 1198 AND 12
CALIFORNIA CODE OF REGULATIONS
§ 11050;**
- 3. FAILURE TO PROVIDE PROPER WAGE
STATEMENTS IN VIOLATION OF CAL.
LABOR CODE § 226;**
- 4. FAILURE TO PAY COMPENSATION UPON
SEPARATION OF EMPLOYMENT IN
VIOLATION OF CAL. LABOR CODE § 201-
203;**

FILED
Superior Court of California
County of Los Angeles

08/13/2025

David W. Slayton, Executive Officer / Clerk of Court

By: M. Arellanes Deputy

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**5. VIOLATIONS OF CAL. B&P CODE §§ 17200,
*ET SEQ.***

**6. VIOLATION OF LABOR CODE § 2698, et seq.
("PAGA")**

DEMAND FOR JURY TRIAL

1 Plaintiff RICHARD ALVAREZ, an individual and on behalf of all individuals similarly
2 situated (“Plaintiff”), hereby brings this Class Action Complaint for Damages against Defendants BYD
3 USA LLC (“BYD”), a California limited liability company; I CHENG KUO (“KUO”), an individual;
4 and DOES 1 through 50, inclusive, (collectively, “Defendants”) and states and alleges as follows:

5 **THE PARTIES**

6 1. Plaintiff was, at all times relevant to this Complaint, an adult individual working in Los
7 Angeles County, California.

8 2. At all times relevant to this Complaint, Defendant BYD is and was a California limited
9 liability company operating a business within the State of California, specifically in the County of Los
10 Angeles.

11 3. Plaintiff is informed and believes that I CHENG KUO is an individual residing in the
12 State of California and the CEO of BYD

13 4. Plaintiff is unaware of the true names or capacities of Defendants sued herein under the
14 fictitious names DOES 1–50 but prays for leave to amend and serve such fictitiously named Defendants
15 pursuant to California Code of Civil Procedure section 474 once their names and capacities become
16 known.

17 5. Plaintiff is informed and believes, and thereon alleges, that DOES 1–50 are the partners,
18 agents, owners, shareholders, managers, principals or employees of Defendants and/or were acting on
19 behalf of Defendants.

20 6. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and
21 omissions alleged herein was performed by or is attributable to Defendants and/or DOES 1–50, each
22 acting as the agent for the other, with legal authority to act on the other’s behalf. The acts of any and
23 all Defendants were in accordance with, and represent the policy of, all Defendants.

24 7. At all times herein mentioned, Defendants, and each of them, ratified each and every
25 act or omission complained of herein. At all times herein mentioned, Defendants, and each of them,
26

1 aided and abetted the acts and omissions of each and all of the other Defendants in proximately causing
2 the damages herein alleged.

3 8. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is
4 in some manner intentionally, negligently or otherwise responsible for the acts, omissions, occurrences
5 and transactions alleged herein.

6 **JURISDICTION**

7
8 9. This action is properly filed in Los Angeles County because the acts and omissions that
9 give rise to Plaintiff's claims took place in Los Angeles County, California, as Plaintiff was employed
10 by Defendants in Los Angeles County, California, and Defendants transact business in this County.

11 10. This Court has jurisdiction over Defendants because Defendants have sufficient
12 minimum contacts with and regularly conduct business within the State of California, specifically in
13 the County of Los Angeles.

14 **ALTER EGO, AGENCY, AND JOINT EMPLOYER**

15
16 11. KUO owned and/or controlled the businesses operated by BYD, and furthermore, KUO
17 exercised control over the labor practices of each and every one of the employees (inclusive of Plaintiff)
18 of each and every one of their said interests, and caused the violations at issue in this Complaint.

19 12. Based on the foregoing allegations, KUO, in fact, caused violations at-issue in this
20 Complaint, thereby creating individual liability under Labor Code § 558.1.

21 13. Pursuant to the provisions of Labor Code § 558, the liability of KUO would include any
22 and all amounts sufficient to recover any and all missed meal and rest break premiums, and unpaid
23 wages to Plaintiff and the Class Members.

24
25 14. As further referenced hereinbelow, the viability of obtaining liability of individuals by
26 this method was discussed by the California Supreme Court in *Reynolds v. Bement* (2005) 36 Cal.4th
27 1075, 1089 where the court noted that individual liability against non-employers could be obtained
28 through the use of § 558.

1 15. PLAINTIFF is informed and believes, and based thereon alleges, that there exists such
2 a unity of interest and ownership between BYD, KUO, and DOES 1-50 that the individuality and
3 separateness of defendants has ceased to exist.

4 16. PLAINTIFF is informed and believes, and based thereon alleges, that despite the
5 formation of purported corporate existence, BYD, KUO, and DOES 1-50 are, in reality, one and the
6 same, including, but not limited to because:

7 a. BYD is or was completely dominated and controlled by KUO and DOES 1-50, who
8 personally committed the frauds and violated the laws as set forth in this complaint, and who
9 have hidden and currently hide behind BYD to perpetrate frauds, circumvent statutes, or
10 accomplish some other wrongful or inequitable purpose.

11 b. KUO and DOES 1-50 have acted on behalf of BYD, who violate, or cause to be violated,
12 the provisions regulating minimum wages or hours and days of work in any order of the
13 Industrial Welfare Commission, or violate, or cause to be violated, California Labor Code
14 Sections 203, 226, 226.7, 510, 1194, or 1197.

15 c. KUO and DOES 1-50 have acted on behalf of BYD, who violate, or cause to be violated,
16 the provisions regulating meal and rest breaks in any order of the Industrial Welfare
17 Commission, or violate, or cause to be violated, California Labor Code Sections 226.7, and 512.

18 d. KUO and DOES 1-50 derive actual and significant monetary benefits by and through
19 BYD as the funding source for their own personal expenditures.

20 e. Plaintiff is informed and believes that KUO, BYD, and DOES 1-50, while really one
21 and the same, were segregated to appear as though separate and distinct for purposes of
22 perpetrating a fraud, circumventing a statute, or accomplishing some other wrongful or
23 inequitable purpose.

24 f. Plaintiff is informed and believes that BYD does not or did not comply with all requisite
25 corporate formalities to maintain a legal and separate corporate existence.
26
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1 g. Plaintiff is informed and believes, and based thereon alleges, that the business affairs of
2 KUO, BYD, and DOES 1-50 are, and at all times relevant were, so mixed and intermingled that
3 the same cannot reasonably be segregated, and the same are in inextricable confusion.

4 h. BYD is, and at all times relevant hereto was, used by KUO and DOES 1-50 as a mere
5 shell and conduit for the conduct of certain of Defendants' affairs, and is, and was, the alter ego
6 of KUO and DOES 1-50. The recognition of the separate existence of BYD, and/or KUO would
7 not promote justice, in that it would permit Defendants to insulate themselves from liability to
8 Plaintiffs for violations of the Labor Code. The corporate existence of KUO, BYD, and DOES
9 1-50 should be disregarded in equity and for the ends of justice because such disregard is
10 necessary to avoid fraud and injustice to Plaintiff herein.

12 17. Accordingly, BYD constitutes the alter egos of KUO and DOES 1-50, and the fiction
13 of their separate corporate existence must be disregarded.

14 18. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
15 thereon alleges that BYD, KUO, and DOES 1-50 are Plaintiff's joint employers by virtue of a joint
16 enterprise, and that Plaintiff was an employee of BYD, KUO, and DOES 1-50. Plaintiff performed
17 services for each and every one of Defendants, and to the mutual benefit of all Defendants, and all
18 Defendants shared control of Plaintiff as an employee, either directly or indirectly, and the manner in
19 which Defendants' business was and is conducted.

21 **FACTUAL ALLEGATIONS**

22 19. Plaintiff worked for Defendants as an hourly, non-exempt employee in the position of
23 "Field Service Technician" and was employed by Defendants from in or around October 2017, until
24 November 13, 2024. Plaintiff worked primarily at one of Defendant's buildings located at 46147 BYD
25 Boulevard, Lancaster, California 93534.

26 20. Plaintiff's job duties included but were not limited to driving to various locations to
27 repair buses.
28

1 21. PLAINTIFF's schedule varied widely and did not have a set schedule. However,
2 PLAINTIFF regularly worked between ten (10) to fourteen (14) hours per day, and regularly worked
3 at least fifty (50) hours per week.

4 22. Throughout Plaintiff's and Class Members' employments with Defendants, Defendants
5 required mandatory security screenings prior to both the start of each shift and after lunch breaks. These
6 security screenings, which included metal detector screenings and pat downs, regularly lasted between
7 two (2) to twenty (20) minutes per occurrence and were performed off-the-clock. Despite Defendants'
8 maintaining control over Plaintiff and Class Members' timesheets through a mobile phone app for time
9 keeping, Defendants failed to record or compensate Plaintiff and Class Members' for the mandatory
10 security screenings.
11

12 23. Additionally, throughout their employment with Defendants, Plaintiff and the Class
13 Members routinely worked for Defendants without being provided with proper thirty-minute timely
14 and uninterrupted, duty-free meal periods. Specifically, Plaintiff was required to drive to various
15 locations to repair buses and had no regular lunch schedule. Even when Plaintiff was able to take a
16 meal break, Plaintiff was regularly interrupted by others.
17

18 24. Despite the aforementioned, during their employment with Defendants, Plaintiff and the
19 Class Members were not paid one (1) hour of pay at their regular rate of compensation as the premium
20 penalty under the California Labor Code for each workday where a legally compliant meal period was
21 not provided.

22 25. Additionally, throughout their employment with Defendants, Plaintiff and the Class
23 Members routinely worked for Defendants without being provided with a timely, off-duty ten-minute
24 paid rest period for every four (4) hours worked or major fraction thereof. Specifically, Defendants
25 business practices resulted in Plaintiff and Class Members almost never taking timely, uninterrupted
26 rest breaks.
27
28

1 26. Despite the aforementioned, during their employment with Defendants, Plaintiff and the
2 Class Members were not paid one (1) hour of pay at their regular rate of compensation for each work
3 day where a legally compliant rest period was not provided.

4 27. As a result of Defendants' failure to pay all hours worked, failure to pay all meal and
5 rest break premiums, Defendants maintained inaccurate payroll records, and issued inaccurate wage
6 statements to Plaintiff and the Class Members.

7 28. Defendants have engaged in, and continue to engage in, unfair business practices in
8 California by practicing, employing, and utilizing the employment practices and policies outlined
9 above. Defendants' utilization of such unfair business practices constitutes unfair competition and
10 provides an unfair advantage over Defendants' competitors. Defendants' utilization of such unfair
11 business practices deprives Plaintiff and the Class Members of the general minimum working standards
12 and entitlements due to them under California law and the Industrial Welfare Commission wage orders
13 as described herein.
14

15 29. As a direct result of the wage and hour violations herein alleged, Plaintiff and the Class
16 Members have suffered, and continue to suffer, substantial losses related to the use and enjoyment of
17 wages, lost interest on such wages, and expenses and attorney's fees in seeking to compel Defendants
18 to fully perform their obligations under state law, all to their respective damage in amounts according
19 to proof at the time of trial.
20

21 **CLASS ACTION ALLEGATIONS**

22 30. Plaintiff brings this action as a class action on behalf of the following defined Class:
23

24 The Class: All individuals who have been, or currently are, employed by Defendants, and who
25 worked at least one shift in California as "non-exempt employees" during the Class Period.
26
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1 31. “Class Period” is defined as the time from April 4, 2021, through the date that judgment
2 is entered, based upon information and belief that the violations, as described more fully hereinafter,
3 began long before April 4, 2021, and are continuing. Plaintiff and members of Class herein reserve the
4 right to amend this Complaint to reflect a different Class Period as discovery in this matter proceeds.

5 32. Numerosity: Plaintiff is informed and believes, and on that basis alleges, that during the
6 Class Period, dozens of Class members have been employed by Defendants as non-exempt employees
7 in the State of California. Because so many persons have been employed by Defendants in this capacity,
8 the members of the Plaintiffs’ Class are so numerous that joinder of all members is impossible and/or
9 impracticable.
10

11 33. Commonality: Common questions of law, in fact, exist as to all members of the
12 Plaintiffs’ Class and predominate over any questions affecting solely individual members of the
13 Plaintiffs’ Class. Among the questions of law and fact, that are relevant to the adjudication of Class
14 members claims are as follows:

- 15 (a) Whether Defendants had/have policies and/or practices that result in hours worked not
16 being properly compensated;
- 17 (b) Whether Defendants had/have a policy and/or practice that results in the presentation of
18 inaccurate wage statements to Plaintiff and the Class;
- 19 (c) Whether Defendants unlawfully and/or willfully failed to furnish Plaintiff and Class
20 members with accurate, itemized wage statements upon payment of wages in violation of Labor
21 Code § 226;
- 22 (d) Whether Defendants unlawfully and/or willfully deprived Plaintiff and Class Members
23 of meal and rest breaks and pay for missed breaks pursuant to Labor Code §§ 200, 226.7, 512,
24 and 12 CCR § 11010;
- 25 (e) Whether Plaintiff and Class members sustained damages, and if so, the proper measure
26 of such damages, as well as interest, penalties, costs, attorneys’ fees, and equitable relief; and,
27
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1 (f) Whether Defendants violated the Unfair Competition Law of California, §17200, *et*
2 *seq.*, by violating the above-cited provisions, and treating Plaintiff and Class members unfairly
3 by failing to pay all wages due and for all hours worked; failing to provide meal and rest breaks;
4 and failing to furnish an accurate, itemized wage statement upon payment of wages.

5 34. Typicality: Plaintiff's claims are typical of the members of the Plaintiff's Class.
6 Plaintiff, like other members of the Class working for Defendants in California, was subjected to
7 Defendants' policies and/or practices set forth above. Plaintiff's job duties were, and are, typical of
8 those of other Class members.
9

10 35. Adequacy of Representation: Plaintiff will fairly and adequately protect the interests of
11 the members of the Class and have retained counsel competent and experienced in both class action
12 and employment litigation.

13 36. Questions of law or fact common to Class members predominate over any questions
14 solely affecting individual Class members and class action is superior to other available methods for
15 the fair and efficient adjudication of this controversy.
16

17 37. Class action treatment will allow a large number of similarly situated Class members to
18 simultaneously and efficiently prosecute his common claims in a single forum without the needless
19 duplication of effort and expense that numerous individual actions would entail.

20 38. In addition, a class action will serve the important public interest of permitting Class
21 members harmed by Defendants' unlawful policies and/or practices to effectively pursue recovery of
22 the sums owed to them.
23

24 39. Plaintiff knows of no difficulty which will be encountered in the management of this
25 litigation which would preclude its maintenance as a class action.

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FIRST CAUSE OF ACTION

**FAILURE TO COMPENSATE ALL HOURS WORKED IN VIOLATION OF
INDUSTRIAL WELFARE COMMISSION ORDER NO. 4 AND LABOR CODE §§ 200, 226,
500, 510, 1194, 1197, AND 1198
(BY PLAINTIFF AGAINST ALL DEFENDANTS)**

40. Plaintiff hereby re-alleges, and incorporates by reference as though set forth fully herein, the allegations contained in all preceding paragraphs.

41. At all times relevant herein, Defendants were required to compensate its non-exempt employees for all hours worked, pursuant to Industrial Welfare Commission Order 4, and Labor Code §§ 200, 226, 500, 510, 1197, 1194 and 1198.

42. As alleged above, Plaintiff and the Class were not paid the correct wage for all hours worked due to off-the-clock working time, and unpaid premiums on any missed meal and rest breaks.

43. Under the aforementioned wage orders and regulations, Plaintiff and the Class are entitled to recover compensation for all hours worked, but not paid, during the Class Period, plus reasonable attorneys' fees and costs of suit pursuant to Labor Code §§ 218.5, 1194, and penalties pursuant to Labor Code §§ 203 and 226.

44. In violation of state law, Defendants have knowingly and willfully refused to perform their obligations to compensate Plaintiff and the Class for all wages earned and all hours worked. As a direct result, Plaintiff and the Class have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel Defendants to fully perform their obligations under state law, all to their respective damage in amounts according to proof at time of trial.

45. Plaintiff and the Class are thus entitled to recover nominal, actual and compensatory damages in amount according to proof at time of trial, but in amounts in excess of the jurisdiction of this Court.

46. As a proximate result of the aforementioned violations, Plaintiff and the Class have been damaged in an amount according to proof at time of trial.

47. Defendants' conduct described herein violates Industrial Welfare Commission Order 4, and Labor Code §§ 200, 203, 218.5, 226, 558, 1194, and 1198. Therefore, pursuant to 8 CCR § 11010 and Labor Code §§ 203, 218.5, 226, 558, 1194 and 1198, Plaintiff and the Class are entitled to recover damages for the nonpayment of wages of all hours worked that were improperly deducted and/or not counted as a result of Defendants' policies, liquidated damages for underpayment of minimum wages, penalties, reasonable attorneys' fees, expenses, and costs of suit.

WHEREFORE, Plaintiff requests relief as hereinafter provided.

SECOND CAUSE OF ACTION

MISSED MEAL AND REST BREAKS IN VIOLATION OF LABOR CODE §§ 200, 226.7,

512, AND 12 CALIFORNIA CODE OF CIVIL REGULATIONS § 11050

(BY PLAINTIFF AGAINST ALL DEFENDANTS)

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

49. Throughout the employment of Plaintiff and the Class, Defendants failed to provide all meal and rest breaks as required by law.

50. In addition, Defendants failed to pay Plaintiff and the Class the full statutory penalty for all missed meal and rest periods.

51. Plaintiff and the Class are entitled to recover additional compensation for all meal and rest periods that were missed, but not paid for during his employment, plus penalties pursuant to Labor Code §§ 226.7 and 558.

52. Defendants' conduct described herein violates the Industrial Welfare Commission Order 1 sections 10 and 11, and Labor Code §§ 200, 226, 226.7, 512, 558, and 1198, and 12 California Code of Regulations § 11050.

53. As a proximate result of the aforementioned violations, Plaintiff and the Class have been damaged in an amount according to proof at time of trial and has suffered, and continue to suffer, substantial losses related to the use and enjoyment of such monies, and lost interest on such monies in seeking to compel Defendants to fully perform their obligation under state law. Plaintiff and the Class are thus entitled to recover nominal, actual, and compensatory damages in an amount according to proof at time of trial.

WHEREFORE, Plaintiff requests relief as hereinafter provided.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE PROPER WAGE STATEMENTS

IN VIOLATION OF CAL. LABOR CODE § 226

(BY PLAINTIFF AGAINST ALL DEFENDANTS)

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

55. Labor Code §226(a) sets forth reporting requirements for employers when they pay wages, as follows: "Every employer shall . . . at the time of each payment of wages, furnish his or her employees . . . an itemized statement in writing showing (1) gross wages earned; (2) total hours worked by the employee . . . (8) the name and address of the legal entity that is the employer..."

Section (e) provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) shall be entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4000), and shall be entitled to an award of costs and reasonable attorneys' fees."

56. Defendants failed to accurately record the total wages due to Plaintiff and the Class, and total wages due.

57. Plaintiff and the Class were damaged by this failure to provide accurate wage statements because, among other things, Plaintiff was unable to determine the proper amount of wages actually owed to him, and whether he had received full compensation therefore.

58. Plaintiff requests recovery of Labor Code § 226(e) penalties according to proof, as well as interest, attorneys' fees and costs pursuant to Labor Code § 226(e), and all other damages, attorneys' fees, costs, expenses and interest permitted by statute.

WHEREFORE, Plaintiff requests relief as hereinafter provided.

FOURTH CAUSE OF ACTION

**FAILURE TO PAY COMPENSATION UPON SEPARATION OF EMPLOYMENT IN
VIOLATION OF CAL. LABOR CODE § 201-203
(BY PLAINTIFF AGAINST ALL DEFENDANTS)**

59. Plaintiff repeats and re-alleges the allegations set forth above and incorporates the same by reference as though fully set forth herein.

60. Labor Code § 201 provides, in relevant part, “[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”

61. Labor Code § 202 provides, in relevant part, “[i]f an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.”

62. Pursuant to Labor Code § 201, upon Class members' separations, Defendants were required to pay all earned wages.

63. Defendants failed to compensate Class members their entitled wages by failing to compensate them for all hours worked, including meal and rest premiums, and failing to provide wage statements reflecting the accurate number of hours worked per pay period. The Class members' wages

1 remained unpaid even after their separation from employment.

2 64. The Class Members are entitled to “waiting time” penalties under Labor Code § 203.

3 WHEREFORE, Plaintiff requests relief as hereinafter provided.

4 **FIFTH CAUSE OF ACTION**

5 **VIOLATIONS OF CAL. B&P CODE §§ 17200, *et seq.***

6 **(By PLAINTIFF AGAINST ALL DEFENDANTS)**

7 65. Plaintiff hereby re-alleges, and incorporates by reference as though set forth fully herein,
8 the allegations contained in all preceding paragraphs.
9

10 66. Section 17200 of the California Business and Professions Code prohibits any unlawful,
11 unfair or fraudulent business act or practice.

12 67. Plaintiff and the Class have suffered and continues to suffer injury in fact and monetary
13 damages as a result of Defendants’ actions. The actions by Defendants as herein alleged amount to
14 conduct which is unlawful and a violation of law. As such, said conduct amounts to unfair business
15 practices in violation of Business and Professions Code § 17200, *et seq.*
16

17 68. Defendants’ conduct as herein alleged has damaged Plaintiff by denying his wages due
18 and payable, by failing to provide meal and rest periods, and by failing to provide proper wage
19 statements. Defendants’ actions are thus substantially injurious to Plaintiff causing him injury in fact
20 and loss of money.

21 69. As a result of such conduct, Defendants have unlawfully and unfairly obtained monies
22 due to Plaintiff.
23

24 70. The amount of wages due Plaintiff can be readily determined from Defendants’ records.
25 Plaintiff is entitled to restitution of monies due and obtained by Defendants during the last four years
26 as a result of Defendants’ unlawful and unfair conduct.

27 71. Defendants’ course of conduct, acts, and practices in violation of the California law as
28 mentioned in each paragraph above constitutes a separate and independent violation of § 17200 *et seq.*

1 of the Business and Professions Code.

2 72. The harm to Plaintiff of being wrongfully denied lawfully earned and unpaid wages
3 outweighs the utility, if any, of Defendants' policies and practices and, therefore, Defendants' actions
4 described herein constitute an unfair business practice or act within the meaning of Business and
5 Professions Code § 17200.

6 73. Defendants' conduct described herein threatens an incipient violation of California's
7 wage and hour laws, and/or violates the policy or BYD of such laws, or otherwise significantly
8 threatens or harms competition.
9

10 74. Defendants' course of conduct described herein further violates Business and
11 Professions Code 17200 in that it is fraudulent, improper, and unfair.

12 75. The unlawful, unfair, and fraudulent business practices and acts of Defendants as
13 described herein above have injured Plaintiff in that he was wrongfully denied the timely and full
14 payment of wages due to him.
15

16 **SIXTH CAUSE OF ACTION**

17 **VIOLATION OF LABOR CODE §§ 2698, ET SEQ. ("PAGA")**

18 **(By PLAINTIFF against All DEFENDANTS)**

19 76. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
20 allegation set forth above.

21 77. On March 21, 2025, Plaintiff filed a notice with the Labor Workforce and Development
22 Agency ("LWDA") at their website pursuant to the Private Attorney General Act, California Labor
23 Code §§ 2698, *et seq.* ("PAGA") regarding Defendants. On July 11, 2025, Plaintiff filed an Amended
24 Notice with the LWDA, correcting the name of "Kuo Cheng" to Defendant "I Cheng Kuo." This notice
25 was also sent to the Defendants that same day via certified mail. Now that sixty-five days have passed
26 from the date Plaintiff notified Defendants and the LWDA of these violations, and thirty-three days
27 have passed since Plaintiff filed and served his Amended Notice to Defendants and the LWDA,
28

1 Plaintiff has exhausted his administrative requirements for bringing a claim under the Private Attorneys
2 General Act with respect to these violations.

3 78. PAGA permits Plaintiffs to recover civil penalties for the violation(s) of the Labor Code
4 sections enumerated in Labor Code section 2699.5.

5 79. Defendants' conduct, as alleged herein, violates numerous sections of the California
6 Labor Code including, but not limited to, the following:

7 a. Defendants' failure to compensate for all hours worked including minimum wage and
8 overtime compensation;
9

10 b. Defendants' failure to provide accurate wage statements in violation of Labor Code §
11 226;

12 c. Defendants' failure to timely pay all final wages due, including upon their separation of
13 employment, in violation of Labor Code §§ 201-203;

14 d. Defendants' failure to reimburse for business expenses; and

15 e. Defendants' failure to provide all legally required meal and rest periods in violation of
16 Industrial Welfare Commission Order and Labor Code § 226.7 and 512, 516, 558, and 1198.
17

18 80. California Labor Code section 1174 provides that "[e]very person employing labor in
19 this state shall ... [k]eep a record showing the names and addresses of all employees employed and the
20 ages of all minors" and "[keep, at a central location in the state or at the plants or establishments at
21 which employees are employed, payroll records showing the hours worked daily by and the wages paid
22 to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees
23 employed at the respective plants or establishments..."
24

25 81. Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf
26 of an employer who violates, or causes to be violated, a section of this chapter or any provision
27 regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject
28 to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid

1 employee for each pay period for which the employee was underpaid in addition to an amount sufficient
2 to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each
3 underpaid employee for each pay period for which the employee was underpaid in addition to an
4 amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be
5 paid to the affected employee.” Labor Code section 558(c) provides “[t]he civil penalties provided for
6 in this section are in addition to any other civil or criminal penalty provided by law.”

7
8 82. Defendants, at all times relevant to this complaint, were employers or persons acting on
9 behalf of an employer(s) who violated Plaintiff’s rights by violating various sections of the California
10 Labor Code as set forth above.

11 83. As set forth above, Defendants have violated numerous provisions of both the Labor
12 Code sections regulating hours and days of work as well as the applicable order of the IWC.
13 Accordingly, Plaintiff seeks the remedies set forth in Labor Code section 558 for himself, the State of
14 California, and all other aggrieved employees.

15
16 84. Pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3,
17 2699.5, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and
18 collection of unpaid wages and civil penalties for Plaintiff, all other aggrieved employees, and the State
19 of California against Defendant, in addition to other remedies, for violations of California Labor Code
20 sections 203, 226, 226.7, 500, 510, 512, 558, 1174, 1194, 1197, 1198 and 2802.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment as follows:

1. For nominal damages;
2. For compensatory damages;
3. For equitable relief in the nature of declaratory relief, restitution of all monies due to Plaintiffs, and disgorgement of profits from the unlawful business practices of Defendants, and accounting;
4. For penalties permitted by Labor Code §§ 200, 201, 202, 203, 210, 226, 226.7, 510, 512, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 2698 et seq. and all other applicable sections;
5. For interest accrued to date;
6. For costs of suit and expenses incurred herein pursuant to Labor Code §§ 226, 1194, and 2698;
7. For reasonable attorneys' fees pursuant to Labor Code §§ 218.6, 226, 226.7, 1194, and 2698; and
8. For all such other and further relief that the Court may deem just and proper.

DATED: August 13, 2025

LOYR, APC

By: _____

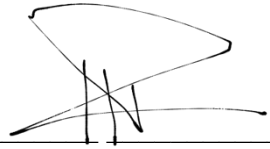

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Attorneys for Plaintiff
RICHARD ALVAREZ

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury for themselves on all claims so triable.

DATED: August 13, 2025

LOYR, APC

By: 

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