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SUPERIOR COURT OF CALIFORNIA

COUNTY OF RIVERSIDE

ALFREDO VARELA, individually and on
behalf of all individuals similarly situated,

Plaintiff,

vs.

UNIVERSAL PACKAGING WEST, INC.,
a Delaware corporation; DANIEL LALLY,
an individual; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO. CVRI 2303234

CLASS ACTION COMPLAINT

- 1. MISSED MEAL AND REST BREAKS IN VIOLATION OF LABOR CODE §§ 200, 226.7, 512, AND 12 CALIFORNIA CODE OF CIVIL REGULATIONS § 11050**
- 2. FAILURE TO REIMBURSE BUSINESS EXPENSES IN VIOLATION OF CAL. LABOR CODE § 2802**
- 3. FAILURE TO PROVIDE PROPER WAGE STATEMENT IN VIOLATION OF CAL. LABOR CODE § 226;**
- 4. FAILURE TO PAY COMPENSATION UPON SEPARATION IN VIOLATION OF CAL. LABOR CODE § 201-203;**
- 5. VIOLATION OF LABOR CODE §§ 2698, ET SEQ. (“PAGA”); AND**
- 6. VIOLATIONS OF CAL. B&P CODE §§ 17200, ET SEQ.;**

DEMAND FOR JURY TRIAL

1 Plaintiff ALFREDO VARELA, an individual and on behalf of all individuals similarly situated
2 (“Plaintiff”), hereby brings this Class Action Complaint for Damages against Defendants
3 UNIVERSAL PACKAGING WEST INC. (“UNIVERSAL”), a Delaware corporation; DANIEL
4 LALLY (“LALLY”), an individual, and DOES 1 through 50, inclusive, (collectively, “Defendants”)
5 and states and alleges as follows:

6 **THE PARTIES**

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

9 2. At all times relevant to this Complaint, Defendant UNIVERSAL is and was a Delaware
10 corporation operating a business within the State of California, specifically in the County of Riverside.

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

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

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

22 6. At all times herein mentioned, Defendants, and each of them, ratified each and every
23 act or omission complained of herein. At all times herein mentioned, Defendants, and each of them,
24 aided and abetted the acts and omissions of each and all of the other Defendants in proximately causing
25 the damages herein alleged.

26 7. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is
27 in some manner intentionally, negligently or otherwise responsible for the acts, omissions, occurrences
28 and transactions alleged herein.

1 **JURISDICTION**

2 8. This action is properly filed in Riverside County because the acts and omissions that
3 give rise to Plaintiff's claims took place in Riverside County, California, as Plaintiff was employed by
4 Defendants in Riverside County, California, and Defendants transact business in this County.

5 9. This Court has jurisdiction over Defendants because Defendants have sufficient
6 minimum contacts with and regularly conduct business within the State of California, specifically in
7 the County of Riverside.

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

9 10. LALLY owned and/or controlled the businesses operated by UNIVERSAL, and
10 furthermore, LALLY exercised control over the labor practices of each and every one of the employees
11 (inclusive of Plaintiff) of each and every one of their said interests, and caused the violations at issue
12 in this Complaint.

13 11. Based on the foregoing allegations, LALLY, in fact, caused violations at-issue in this
14 Complaint, thereby creating individual liability under Labor Code § 558.1.

15 12. Pursuant to the provisions of Labor Code § 558, the liability of LALLY would include
16 any and all amounts sufficient to recover any and all missed meal and rest break premiums, unpaid
17 wages, and failure to reimburse necessary business expenses to Plaintiff and the Class Members.

18 13. As further referenced hereinbelow, the viability of obtaining liability of individuals by
19 this method was discussed by the California Supreme Court in *Reynolds v. Bement* (2005) 36 Cal.4th
20 1075, 1089 where the court noted that individual liability against non-employers could be obtained
21 through the use of § 558.

22 14. PLAINTIFF is informed and believes, and based thereon alleges, that there exists such
23 a unity of interest and ownership between UNIVERSAL, LALLY, and DOES 1-50 that the
24 individuality and separateness of defendants have ceased to exist.

25 15. PLAINTIFF is informed and believes, and based thereon alleges, that despite the
26 formation of purported corporate existence, UNIVERSAL, LALLY, and DOES 1-50 are, in reality,
27 one and the same, including, but not limited to because:

28 a. UNIVERSAL is or was completely dominated and controlled by LALLY and DOES 1-

1 50, who personally committed the frauds and violated the laws as set forth in this complaint,
2 and who have hidden and currently hide behind UNIVERSAL to perpetrate frauds, circumvent
3 statutes, or accomplish some other wrongful or inequitable purpose.

4 b. LALLY and DOES 1-50 have acted on behalf of UNIVERSAL, who violate, or cause
5 to be violated, the provisions regulating meal and rest breaks in any order of the Industrial
6 Welfare Commission, or violate, or cause to be violated, California Labor Code Sections 226.7,
7 and 512.

8 c. LALLY and DOES 1-50 have acted on behalf of UNIVERSAL, who violate, or cause
9 to be violated, the provisions regulating reimbursement of necessary business expenses in any
10 order of the Industrial Welfare Commission, or violate, or cause to be violated, California Labor
11 Code Sections 2802.

12 d. LALLY and DOES 1-50 derive actual and significant monetary benefits by and through
13 UNIVERSAL as the funding source for their own personal expenditures.

14 e. Plaintiff is informed and believes that LALLY, UNIVERSAL, and DOES 1-50, while
15 really one and the same, were segregated to appear as though separate and distinct for purposes
16 of perpetrating a fraud, circumventing a statute, or accomplishing some other wrongful or
17 inequitable purpose.

18 f. Plaintiff is informed and believes that UNIVERSAL does not or did not comply with
19 all requisite corporate formalities to maintain a legal and separate corporate existence.

20 g. Plaintiff is informed and believes, and based thereon alleges, that the business affairs of
21 LALLY, UNIVERSAL, and DOES 1-50 are, and at all times relevant were, so mixed and
22 intermingled that the same cannot reasonably be segregated, and the same are in inextricable
23 confusion.

24 h. UNIVERSAL is, and at all times relevant hereto was, used by LALLY and DOES 1-50
25 as a mere shell and conduit for the conduct of certain of Defendants' affairs, and is, and was,
26 the alter ego of LALLY and DOES 1-50. The recognition of the separate existence of
27 UNIVERSAL, and/or LALLY would not promote justice, in that it would permit Defendants
28 to insulate themselves from liability to Plaintiffs for violations of the Labor Code. The

1 corporate existence of LALLY, UNIVERSAL, and DOES 1-50 should be disregarded in equity
2 and for the ends of justice because such disregard is necessary to avoid fraud and injustice to
3 Plaintiff herein.

4 16. Accordingly, UNIVERSAL constitutes the alter egos of LALLY and DOES 1-50, and
5 the fiction of their separate corporate existence must be disregarded.

6 17. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
7 thereon alleges that UNIVERSAL, LALLY, and DOES 1-50 are Plaintiff's joint employers by virtue
8 of a joint enterprise, and that Plaintiff was an employee of UNIVERSAL, LALLY, and DOES 1-50.
9 Plaintiff performed services for each and every one of Defendants, and to the mutual benefit of all
10 Defendants, and all Defendants shared control of Plaintiff as an employee, either directly or indirectly,
11 and the manner in which Defendants' business was and is conducted.

12 **FACTUAL ALLEGATIONS**

13 18. Plaintiff worked for Defendants as an hourly, non-exempt employee in the position of
14 "Process Mechanic" since or around September 2019, until November 11, 2022. Plaintiff worked at
15 Defendants' workplace located at 43225 Business Park Drive, Temecula, CA 92590.

16 19. Plaintiff's job duties included fixing and maintaining bottling machines and bottles.
17 Plaintiff diligently performed these responsibilities, and Defendants never reprimanded him for his
18 performance of them. Plaintiff regularly worked from 2:00 p.m. to 10:30 p.m., or longer, Monday
19 through Friday, and sometimes worked from 6:00 a.m. to 12:00 p.m., or longer, on Saturdays.

20 20. Plaintiff and the Class Members were required to clock in and out for meal breaks.
21 During weekday shifts, Plaintiff often took his meal break after 7 p.m. (after five (5) hours of work)
22 because Defendants tasked him with responsibilities that prevented him from timely doing so.
23 Additionally, there were also occasions where Plaintiff could not take his meal break at all.

24 21. Furthermore, meal breaks were not always duty-free or uninterrupted, as Plaintiff's
25 supervisor Pablo, last name unknown (hereinafter "Pablo"), made Plaintiff repair machines if
26 malfunctions occurred during his breaks. These repairs took roughly ten to fifteen minutes, and
27 Plaintiff was not allowed to make up for the time spent away from his break.
28

1 22. Additionally, during his eight (8) hour shifts, Defendants failed to provide Plaintiff with
2 a timely, off-duty ten-minute rest period, and discouraged him from taking these breaks. Defendants
3 strictly monitored Plaintiff's location and tasked him with challenging assignments if he took a ten-
4 minute break.

5 23. Thus, throughout their employment with Defendants, Plaintiff and the Class Members
6 routinely worked for Defendants without being provided with a timely, off-duty ten-minute paid rest
7 period for every four (4) hours worked or major fraction thereof, as well as without being provided
8 with all thirty-minute timely and uninterrupted, duty-free meal periods. As a result, Plaintiff and the
9 Class Members regularly went over five (5) hours without being provided a meal break.

10 24. Despite the aforementioned, during their employment with Defendants, Plaintiff and the
11 Class Members were not paid one (1) hour of pay at their regular rate of compensation for each work
12 day where a legally compliant meal period was not provided, as well as one (1) hour of pay at their
13 regular rate of compensation for each work day where a legally compliant rest period was not provided.

14 25. As a result of Defendants' failure to pay all meal and rest premiums, Defendants
15 maintained inaccurate payroll records, and issued inaccurate wage statements to Plaintiff and the Class
16 Members.

17 26. Furthermore, Defendants failed to reimburse Plaintiff and the Class Members for their
18 necessary business expenses. Specifically, Defendants never reimbursed Plaintiff for tools purchased
19 for work or lost tools that he allowed colleagues to borrow. Defendants ignored Plaintiff's requests for
20 reimbursement of these materials and the requests went unfulfilled.

21 27. Defendants have engaged in, and continue to engage in, unfair business practices in
22 California by practicing, employing, and utilizing the employment practices and policies outlined
23 above. Defendants' utilization of such unfair business practices constitutes unfair competition and
24 provides an unfair advantage over Defendants' competitors. Defendants' utilization of such unfair
25 business practices deprives Plaintiff and the Class Members of the general minimum working standards
26 and entitlements due to them under California law and the Industrial Welfare Commission wage orders
27 as described herein.

28. As a direct result of the wage and hour violations herein alleged, Plaintiff and the Class Members have suffered, and continue to suffer, substantial losses related to the use and enjoyment of wages, lost interest on such wages, and expenses and attorney's 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 the time of trial.

CLASS ACTION ALLEGATIONS

29. Plaintiff brings this action as a class action on behalves of the following defined Class:
The Class: All individuals who have been, or currently are, employed by Defendants as “non-exempt employees” during the Class Period.

30. “Class Period” is defined as the time from June 23, 2019, through the date that judgment is entered, based upon information and belief that the violations, as described more fully hereinafter, began long before June 23, 2019, and are continuing. Plaintiff and members of Class herein reserve the right to amend this Complaint to reflect a different Class Period as discovery in this matter proceeds.

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

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

- (a) Whether Defendants had/have a policy and/or practice that results in the presentation of inaccurate wage statements to Plaintiff and the Class;
- (b) Whether Defendants unlawfully and/or willfully failed to furnish Plaintiff and Class members with accurate, itemized wage statements upon payment of wages in violation of Labor Code § 226;

1 (c) Whether Defendants unlawfully and/or willfully failed to promptly reimburse Plaintiff
2 and members of the Class all reasonable and necessary business expenditures in violation of
3 Labor Code § 2802;

4 (d) Whether Defendants unlawfully and/or willfully deprived Plaintiff and Class Members
5 of meal and rest breaks and pay for missed breaks pursuant to Labor Code §§ 200, 226.7, 512,
6 and 12 CCR § 11040;

7 (e) Whether Plaintiff and Class members sustained damages, and if so, the proper measure
8 of such damages, as well as interest, penalties, costs, attorneys' fees, and equitable relief; and,

9 (f) Whether Defendant violated the Unfair Competition Law of California, §17200, *et seq.*,
10 by violating the above-cited provisions, and treating Plaintiff and Class members unfairly by
11 failing to pay all wages due and for all hours worked, failing to reimburse for business expenses;
12 failing to provide meal and rest breaks; failing to furnish an accurate, itemized wage statement
13 upon payment of wages.

14 33. Typicality: Plaintiff's claims are typical of the members of the Plaintiff's Class.
15 Plaintiff, like other members of the Class working for Defendants in California, was subjected to
16 Defendants' policies and/or practices set forth above. Plaintiff's job duties were, and are, typical of
17 those of other Class members.

18 34. Adequacy of Representation: Plaintiff will fairly and adequately protect the interests of
19 the members of the Class and have retained counsel competent and experienced in both class action
20 and employment litigation.

21 35. Questions of law or fact common to Class members predominate over any questions
22 solely affecting individual Class members and class action is superior to other available methods for
23 the fair and efficient adjudication of this controversy.

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

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

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

FIRST 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)**

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

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

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

42. 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.

43. Defendants' conduct described herein violates the Industrial Welfare Commission Order 4-2001 sections 10 and 11, and Labor Code §§ 200, 226, 226.7, 512, 558, and 1198, and California Code of Regulations § 11040.

44. 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.

45. WHEREFORE, Plaintiff requests relief as hereinafter provided.

1 **SECOND CAUSE OF ACTION**

2 **FAILURE TO REIMBURSE BUSINESS EXPENSES IN VIOLATION OF**

3 **CAL. LABOR CODE § 2802**

4 **(BY PLAINTIFF AGAINST ALL DEFENDANTS)**

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

7 47. Labor Code § 2802 provides that “[a]n employer shall indemnify his or her employee
8 for all necessary expenditures or losses incurred by the employee in direct consequences of the
9 discharge of his or her duties.”

10 48. Plaintiff and the Class Members have incurred reasonable and necessary expenses in
11 the course of completing their job duties, including buying tools for work, which were not fully
12 reimbursed by Defendants.

13 49. An employer that knows or has reason to know that an employee has incurred work-
14 related expenses must reimburse the employee, even if the employee does not request reimbursement.

15 50. Plaintiff and the Class Members are entitled to reimbursement for these necessary
16 expenditures, plus interest and attorneys’ fees and costs, under Labor Code § 2802.

17 51. WHEREFORE, Plaintiff requests relied as hereinafter provided.

18 **THIRD CAUSE OF ACTION**

19 **FAILURE TO PROVIDE PROPER WAGE STATEMENTS**

20 **IN VIOLATION OF CAL. LABOR CODE §226**

21 **(BY PLAINTIFF AGAINST ALL DEFENDANTS)**

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

24 53. Labor Code §226(a) sets forth reporting requirements for employers when they pay wages,
25 as follows:

26 "Every employer shall . . . at the time of each payment of wages, furnish his or her employees
27 . . . an itemized statement in writing showing (1) gross wages earned; (2) total hours worked by the
28 employee . . . (8) the name and address of the legal entity that is the employer..."

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

7 54. Defendants failed to accurately record the regular and overtime hours worked by
8 Plaintiff and the Class, and total wages due.

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

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

15 57. WHEREFORE, Plaintiff requests relief as hereinafter provided.

16 **FOURTH CAUSE OF ACTION**

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

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

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

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

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

62. Defendants failed to compensate Plaintiff and Class members their entitled wages by failing to compensate them for meal and rest premiums and failing to provide wage statements reflecting the accurate number of hours worked per pay period. Plaintiff and the Class members' wages remained unpaid even after their separation from employment.

63. Plaintiff and the Class Members are entitled to “waiting time” penalties under Labor Code § 203.

64. WHEREFORE, Plaintiff requests relied as hereinafter provided.

FIFTH CAUSE OF ACTION

VIOLATION OF LABOR CODE §§ 2698, ET SEQ. (“PAGA”)

(BY PLAINTIFF AGAINST ALL DEFENDANTS)

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

66. On March 23, 2023, Plaintiff filed a notice with the Labor Workforce and Development Agency (“LWDA”) at their website pursuant to the Private Attorney General Act, California Labor Code §§ 2698, et seq. (“PAGA”) regarding Defendants. This notice was also sent to the Defendants that same day via certified mail. PAGA permits Plaintiffs to recover civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section 2699.5.

67. PAGA provides as follows: “[n]otwithstanding any other provision of law, a Plaintiff may as a matter of right amend an existing complaint to add a cause of action arising under this part at any time within 60 days of the time periods specified in this part.”

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

a. Defendants violated Labor Code § 226 by failing to provide Plaintiff and similarly aggrieved employees with accurate and compliant itemized wage statements;

b. Defendants violated Industrial Welfare Commission Order No. 4 and Labor Code §§ 226.7 and 512, 516, 558 and 1198 by failing to provide all legally required meal and rest period

1 premiums to Plaintiff and similarly aggrieved employees;

2 c. Defendants violated Labor Code § 2802 by failing to reimburse costs of tools to Plaintiff
3 and similarly aggrieved employees.

4 69. California Labor Code section 1174 provides that “[e]very person employing labor in
5 this state shall ... [k]eep a record showing the names and addresses of all employees employed and the
6 ages of all minors” and “[keep, at a central location in the state or at the plants or establishments at
7 which employees are employed, payroll records showing the hours worked daily by and the wages paid
8 to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees
9 employed at the respective plants or establishments...”

10 70. Labor Code section 558(a) provides “[a]ny employer or other person acting on behalf
11 of an employer who violates, or causes to be violated, a section of this chapter or any provision
12 regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject
13 to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid
14 employee for each pay period for which the employee was underpaid in addition to an amount sufficient
15 to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each
16 underpaid employee for each pay period for which the employee was underpaid in addition to an
17 amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be
18 paid to the affected employee.” Labor Code section 558(c) provides “[t]he civil penalties provided for
19 in this section are in addition to any other civil or criminal penalty provided by law.”

20 71. Defendants, at all times relevant to this complaint, were employers or persons acting on
21 behalf of an employer(s) who violated Plaintiffs’ rights by violating various sections of the California
22 Labor Code as set forth above. As set forth above, Defendants have violated numerous provisions of
23 both the Labor Code sections regulating hours and days of work as well as the applicable order of the
24 IWC. Accordingly, Plaintiff seeks the remedies set forth in Labor Code section 558 for himself, the
25 State of California, and all other aggrieved employees.

26 72. Pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3,
27 2699.5, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and
28 collection of unpaid wages and civil penalties for Plaintiff, all other aggrieved employees, and the State

of California against Defendant, in addition to other remedies, for violations of California Labor Code sections 200, 201, 202, 203, 210, 226(a), 226.7, 510, 558, , and 2802.

73. WHEREFORE, Plaintiff requests relied as hereinafter provided.

SIXTH CAUSE OF ACTION

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

(By PLAINTIFF AGAINST ALL DEFENDANTS)

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

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

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

77. Defendants' conduct as herein alleged has damaged Plaintiff by failing to reimburse for business expenses, failing to provide meal and/or rest periods, and failing to provide proper wage statements. Defendants' actions are thus substantially injurious to Plaintiff causing him injury in fact and loss of money.

78. As a result of such conduct, Defendants have unlawfully and unfairly obtained monies due to Plaintiff.

79. The amount of wages due Plaintiff can be readily determined from Defendants' records. Plaintiff is entitled to restitution of monies due and obtained by Defendants during the period of last 4 years as a result of Defendants' unlawful and unfair conduct.

80. Defendants' course of conduct, acts, and practices in violation of the California law as mentioned in each paragraph above constitutes a separate and independent violation of §17200 etc. of the Business and Professions Code.

81. The harm to Plaintiff of being wrongfully denied lawfully earned and unpaid wages outweighs the utility, if any, of Defendants' policies and practices and, therefore, Defendants' actions

described herein constitute an unfair business practice or act within the meaning of Business and Professions Code § 17200.

82. Defendants' conduct described herein threatens an incipient violation of California's wage and hour laws, and/or violates the policy or spirit of such laws, or otherwise significantly threatens or harms competition.

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

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

85. WHEREFORE, Plaintiff requests relied as hereinafter provided.

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, 512, 558, 2802, 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.

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3 ///

4 DATED: June 23, 2023

LOYR, APC

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By: _____



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Young W. Ryu, Esq.

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Kee Seok Mah, Esq.

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Attorneys for Plaintiff

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ALFREDO VARELA

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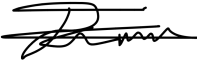
DEMAND FOR JURY TRIAL

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

DATED: June 23, 2023

LOYR, APC

By: _____


Young W. Ryu, Esq.
Kee Seok Mah, Esq.
Attorneys for Plaintiff
ALFREDO VARELA