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 EDGAR PINEDA ,
 and all putative class members

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

EDGAR PINEDA, an individual, on behalf of
 himself and all others similarly situated,

Plaintiff,

vs.

REINS INTERNATIONAL CALIFORNIA,
 INC., a California Corporation, and DOES 1-
 50, inclusive,

Defendant.

Case No.: **22STCV39132**

CLASS ACTION COMPLAINT FOR:
1. Failure to Pay For All Hours Worked,
Including Overtime Hours Worked
2. Failure to Pay Wages Due Upon
Termination
3. Failure to Provide Rest Breaks
4. Failure to Provide Uninterrupted
Meal Breaks & Second Meal Breaks
5. Failure to Provide Accurate Itemized
Wage Statements
6. Unlawful Business Practices
Bus & Prof. Code §17200

JURY TRIAL DEMANDED

Plaintiff EDGAR PINEDA, individually, and on behalf of all others similarly situated
 (collectively "Plaintiffs"), alleges as follows:

NATURE OF THE ACTION

1. This is an employment class action on behalf of over 100 hourly, non-exempt employees against their employer for violations of numerous wage and hour laws. Plaintiff brings this employment class action complaint on behalf of himself, and all others similarly situated against REINS INTERNATIONAL CALIFORNIA, INC., dba Gyu Kaku, DOES 1-50, inclusive, (hereafter collectively “Defendant” or “Defendants”).

2. Defendant REINS INTERNATIONAL CALIFORNIA, INC. is a corporation which owns and operates numerous restaurants throughout California. Plaintiff EDGAR PINEDA worked for Defendant as an hourly, non-exempt employee until April of 2022. Plaintiff and the proposed class earn at or near minimum wage.

3. As described further below, Defendant has violated the California Labor Code by (1) failing to pay for all hours worked including overtime hours worked (§204, 206, 206.5, 210, 216, 218, 218.6, 221, 223, 351, 510, 558, 1194, 1197, 1197.1, 1198); (2) failing to pay wages due upon termination (§201, 202, 203, 256); (3) failing to provide rest breaks (§226, 226.7, 512, 558, 1198); (4) failing to provide uninterrupted meal breaks & second meal breaks (§226, 226.7, 512, 558, 1198); (5) failing to provide accurate wage statements and maintain accurate records (§226, 1174, 1174.5); and (6) unlawful and unfair business practices (Bus. & Prof. Cod3 §17200, et. seq.).

4. The class claims in this action are brought pursuant to Code of Civil Procedure (“CCP”) §382, seeking recovery for unpaid wages, including overtime wages, missed meal and rest period penalty pay, statutory and waiting time penalties, injunctive and other equitable relief, interest, and reasonable attorneys’ fees and costs. Pursuant to the class action procedures provided for under California law, Plaintiff, on behalf of himself and proposed Class Members (also referred to as “Class”), also seeks injunctive relief and restitution of all benefits Defendant has received from their unlawful actions as alleged herein.

5. The “Class Period” is designated as the four-year period prior to the filing of this Complaint through the date of final disposition of this action. From the start of the Class Period through the present, Defendant has had a policy and/or practice of among other violations: late and/or interrupted meal breaks, untimely and/or interrupted rest breaks, issuing inaccurate wage

1 statements, and ignoring and violating California wage and hour laws, in their business as more
2 fully set forth below.

3 6. Defendant has treated all persons employed in California in such a way as to violate
4 California's laws governing conditions of employment and payment of wages owed. Plaintiff
5 asserts that Defendant has knowingly and with conscious disregard of the law refused to pay the
6 Class Members all wages owed, including overtime wages and meal and rest break penalty wages.
7 Defendant has violated numerous Labor Code provisions, as set forth herein. Class Members are
8 owed their back pay, plus interest and/or premiums and penalties under Business and Professions
9 Code section 17203 to compensate Class Members and Class Members for the delay in receiving
10 wages due.

11 7. Defendant, by and through their actions, have engaged in unfair competition, requiring
12 restitution to persons affected and disgorgement of profits so obtained.

13 **THE PARTIES**

14 8. Plaintiff EDGAR PINEDA is an individual who resides in California and worked for
15 Defendant as an hourly, non-exempt employee until April of 2022.

16 9. Defendant REINS INTERNATIONAL CALIFORNIA, INC. is a California corporation,
17 doing business in California with the capacity to sue and to be sued and doing business, in Los
18 Angeles County, State of California. Defendant exercised control over the wages, hours, and/or
19 working conditions of Plaintiff and members of the proposed class throughout the liability period.

20 10. Defendant Does 1-50, inclusive, are sued herein under fictitious names. Their true
21 names and capacities are unknown to Plaintiff. When their true names and capacities are
22 ascertained, Plaintiff will amend this complaint by inserting their true names and capacities herein.
23 Plaintiff is informed and believe, and thereon alleges, that each of the fictitiously named Defendant
24 is responsible in some manner for the occurrences herein alleged, and that the damages sustained
25 by Plaintiff and the Class Members herein alleged were proximately caused by such Doe
26 Defendants.

27 11. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or
28 indirectly, or through agents or other persons, employed Plaintiff and other members of the Class,

1 and exercised control over their wages, hours, and working conditions. Plaintiff is informed and
2 believes and thereon alleges that each Defendant acted in all respects pertinent to this action as the
3 agent of the other Defendant, carried out a joint scheme, business plan or policy in all respects
4 pertinent hereto, and the acts of each Defendant is legally attributable to the other Defendant.

5 **JURISDICTION AND VENUE**

6 12. Venue is proper in this judicial district because Defendant conducts business in this
7 County and Defendant has legal obligations to Plaintiff and many of the Class Members in this
8 case that arose in this county.

9 13. The monetary damages, restitution and statutory penalties sought by Plaintiff exceed
10 the minimal jurisdictional limits of the Superior Court and will be established according to proof
11 at trial. Based on information, investigation, and analysis, Plaintiff alleges that the amount in
12 controversy, including claims for monetary damages, penalties, and attorney's fees, is more than
13 twenty-five thousand dollars (\$25,000) and less than five million dollars (\$5,000,000).

14 14. The California Superior Court has jurisdiction in this matter because Plaintiff is a
15 resident of California and Defendant is incorporated in and/or qualified to do business in California
16 and regularly conduct business in California. Further, there is no federal question at issue as the
17 claims herein are based solely on California law.

18 **GENERAL ALLEGATIONS**

19 15. During the Class Period, Defendant committed various violations of the California
20 Labor Code, the UCL and the applicable IWC Wage Order, as alleged below in more detail.
21 Defendant enforce multiple policies that violate state law which are intended to increase its own
22 profits to the detriment of its employees.

23 16. Plaintiff and the putative class are employees of Defendant working in or for their
24 restaurants.

25 17. Defendant failed to compensate employees for overtime hours worked. Plaintiff and
26 class members were required to pool tips but Defendant failed to develop or implement a fair or
27 reasonable allocation procedure. Plaintiff and class members also were frequently not given their
28 meal break within the statutory time period required and breaks were interrupted.

1 18. Defendant intentionally and willfully failed to pay Plaintiff who are no longer
2 employed by it all compensation due upon termination of employment as required by Cal. Lab.
3 Code §§201 and 202.

4 19. Defendant failed to maintain a policy and practice that provides its employees with off-
5 duty rest periods as required by California law.

6 20. Defendant failed to maintain a policy and practice that provides its employees with
7 uninterrupted meal breaks and second meal breaks as required by California law.

8 21. Defendant further failed to provide timely, accurate, itemized wage statements to
9 employees, as well as maintain accurate records, in accordance with Labor Code §§ 226 and 1174.

10 22. Based upon the above allegations, Defendant engaged in unfair competition.

11 **CALIFORNIA CLASS ACTION ALLEGATIONS**

12 23. Plaintiff brings this action on behalf of himself, and all other persons similarly situated,
13 to recover from Defendant for failure to comply with California wage and hour laws, and for claims
14 under Business and Professions Code § 17200.

15 24. This action has been brought and may properly be maintained as a class action
16 pursuant to the provisions of Code of Civil Procedure § 382 because the proposed class is
17 ascertainable and there is a well-defined community of interest. Plaintiff is among in excess of 100
18 employees who have been similarly injured by Defendant's unlawful employment policies and
19 practices.

20 25. The "Relevant Time Period" or proposed "Class Period" as defined herein commences
21 four years prior to the date of filing this Complaint.

22 26. Plaintiff brings this action on their behalf and as a class action under Cal. Code of
23 Civil Procedure §382 on behalf of the following defined groups:

24 27. Proposed Class: "All persons who are employed or have been employed by Defendant
25 in the State of California as hourly, non-exempt workers during the period of the relevant statute
26 of limitations."

27 28. Proposed Sub-classes:
28

- 1 A. All persons who are employed or have been employed by Defendant in the State
2 of California as hourly, non-exempt workers during the period of the relevant
3 statute of limitations, who worked one or more shift in excess of five (5) hours.
- 4 B. All persons who are employed or have been employed by Defendant in the State
5 of California as hourly, non-exempt workers during the period of the relevant
6 statute of limitations, who worked one or more shifts in excess of six (6) hours.
- 7 C. All persons who are employed or have been employed by Defendant in the State
8 of California as hourly, non-exempt workers during the period of the relevant
9 statute of limitations, who worked one or more shifts in excess of eight (8)
10 hours.
- 11 D. All persons who are employed or have been employed by Defendant in the State
12 of California as hourly, non-exempt workers during the period of the relevant
13 statute of limitations, who worked one or more shifts in excess of three and one-
14 half hours (3 ½), but less than or equal to six (6) hours.
- 15 E. All persons who are employed or have been employed by Defendant in the State
16 of California as hourly, non-exempt workers during the period of the relevant
17 statute of limitations, who worked one or more shifts in excess of six (6) hours,
18 but less than or equal to ten (10) hours.
- 19 F. All persons who are employed or have been employed by Defendant in the State
20 of California as hourly, non-exempt workers during the period of the relevant
21 statute of limitations, who separated their employment from Defendant.
- 22 G. All persons who are employed or have been employed by Defendant in the State
23 of California as hourly, non-exempt workers during the period of the relevant
24 statute of limitations, who received pay for one or more pay periods.

25 29. This action is brought, and may properly be maintained, as a class action under CCP
26 §382 because there is a well-defined community of interest in the litigation, and the proposed Class
27 and Subclasses (collectively “Class”) are easily ascertainable.
28

1 30. Numerosity: The Proposed Class is so numerous that joinder of all members is
2 impractical. Plaintiff is informed and believes, and on that basis alleges, that during the relevant
3 time period, Defendant employed over 100 putative Class Members who are geographically
4 dispersed and who satisfy the definition of the proposed Class. As such, a class action is the only
5 available method for the fair and efficient adjudication of this controversy. Membership in the
6 Proposed Class can be easily ascertained by an examination and analysis of employee and payroll
7 records, among other records within Defendant's possession and control.

8 31. Typicality: Plaintiff's claims are typical of the claims of the Class Members. Plaintiff,
9 like others similarly situated, was subjected to Defendant's common, unlawful policies, practices,
10 and procedures described above. The Plaintiff's positions at the company was typical of those of
11 other Class Members. Plaintiff's claims are typical of the claims of each Class Member because
12 each have sustained damages arising out of and caused by Defendant's common course of conduct,
13 as alleged herein. As such, Plaintiff has the same interests in this matter as all members of the
14 Class.

15 32. Adequacy: Plaintiff will fairly and adequately protect the interests of the members of
16 the Class. Plaintiff has retained counsel competent and experienced in complex class actions and
17 California labor and employment litigation.

18 33. Commonality: Common questions of law and fact exist, including but not limited to
19 the following:

- 20 i. Whether Defendant violated wage and hour laws by failing to pay for all hours
21 worked, including overtime hours worked
- 22 ii. Whether Defendant violated wage and hour laws by failing to pay wages due
23 upon termination;
- 24 iii. Whether Defendant violated wage and hour laws by failing to provide rest
25 breaks;
- 26 iv. Whether Defendant violated wage and hour laws by failing to provide
27 uninterrupted meal breaks;
- 28

- v. Whether Defendant's policy and practice concerning rest breaks was unlawful;
- vi. Whether Defendant's policy and practice concerning meal breaks was unlawful;
- vii. Whether Defendant unlawfully failed to keep and furnish Class Members with accurate, itemized records of hours worked, in violation of Labor Code §§ 226 and 1174;
- viii. Whether Defendant's policy and practice of failing to pay its employees all wages due within the time required by law after their employment ended violates the law and warrants waiting time penalties under Cal. Labor Code §§ 200, 201, 202, 203, and 204;
- ix. The proper measure of damages sustained and the proper measure of restitution recoverable by Plaintiff, the Class Members, and Subclass Members;
- x. Whether the Class Members are entitled to injunctive relief to enjoin any further violations of wage and labor laws;
- xi. Whether Defendant, and each of them, are/were participants in the alleged unlawful and/or tortious conduct;
- xii. Whether Defendant's conduct was willful and reckless;
- xiii. The effect upon and the extent of injuries suffered by Plaintiff and the Plaintiff Class and the appropriate amount of reimbursement, restitution, damages, or other compensation; and
- xiv. What is the extent of liability of each Defendant, including DOE defendants, to each Class and Subclass member?

34. Superiority: A class action is superior to other available methods of the fair and efficient adjudication of the controversy, particularly in the context of wage and hour litigation where the damage suffered by individual plaintiffs, while not inconsequential, makes individual actions impracticable given the expenses and burdens associated with seeking individual relief.

Prosecuting over 100 identical, individual lawsuits does not promote judicial efficiency or equity and consistency in judicial results. Moreover, the Class is a group of hourly, low-wage earning employees who rely on their wages and requiring that each individual take time away from work to prosecute individual actions would be inequitable and result in undue hardship for the individual Class members and their families. Public policy favors efficient resolution of their claims and uniform enforcement of California Labor laws against entities skirting their legal obligations at the expense of a vulnerable working population.

35. Manageability: Plaintiff is informed and believes that all allegations in this Complaint are capable of being determined on the same evidence and based primarily on review of corporate records and key testimony of Defendant's corporate representatives. To the extent statistical analysis and representative evidence is necessary, Plaintiff and proposed class counsel will employ competent experts and consultants in the field to determine and review evidence for both issues of liability and damages in a scientifically reliable manner.

36. Plaintiff requests, pursuant to Rule 1857(a)(1) and Rule 3.766 of the California Rules of Court, that the absent Class and Subclass Members be notified by the best notice practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. The names and address of the Class and Subclass Members are available from Defendant.

FIRST CAUSE OF ACTION

FAILURE TO PAY FOR ALL HOURS WORKED INCLUDING OVERTIME HOURS WORKED

Cal. Labor Code §§204, 206, 206.5, 210, 216, 218, 218.6, 221, 223, 351, 510, 558, 1194, 1197,

1197.1, 1198, Wage Order 5

(All Plaintiff Against Defendant)

37. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

38. Defendant's conduct described in this complaint violates the provisions of Labor Code §§ 204, 206, 206.5, 210, 216, 218, 218.6, 221, 223, 351, 510, 558, 1194, 1197, 1197.1, 1198 and Wage Order 5.

39. Section 2(K) of Wage Order 5 defines "hours worked" as "the time during which an employee is subject to the control of an including all the time the employee is suffered or permitted to work, whether or not required to do so." Defendant has been engaged in many unlawful employment practices which resulted in underpayment for hours worked each pay period, including rounding timecard entries, requiring off the clock work, and unlawful withholding and pooling tips:

40. Tip and Tip Pooling Violations. In violation of Labor Code §351, Defendant required employees to pool tips yet failed to develop or implement a fair or reasonable allocation procedure. There was no impartial nor rational system concerning the distribution of pooled tips, and waitstaff frequently withheld tips from busboys and other class members. Other class members were similarly under paid and late paid all tip compensation owed.

41. Work Performed During Unpaid Meal Periods. As more fully set forth below, Defendant failed to permit Plaintiff and others to take timely, off-duty meal breaks of "not less than 30 minutes" for each five consecutive hours of work in violation of Labor Code §§226.7 and 512. Plaintiff and class members were frequently not given their meal break within the statutory time period required and breaks were interrupted with work duties resulting in underpaid hours worked. Defendant also failed to pay meal period penalty wages as the regular rate of pay.

42. Failure to Accurately Calculate and Pay Overtime Wages. Defendant failed to account for, calculate, and pay all overtime wages owed to Plaintiff and other similarly situated employees.

43. Failure to Pay Wages- Required Minimum Wage. Defendant failed to pay Plaintiff and class members for all hours worked as a result of Defendant's practice of rounding time-card entries and requiring employees to work during mandated meal and rest periods, and prior to clocking in. Based on Defendant's unlawful conduct described above, and because Plaintiff and class members were paid at or near minimum wage, Defendant's failure to pay for all hours worked, including overtime, resulted in a payment of less than the minimum wage for all hours

1 worked, in violation of Labor Code §1197, 1197.1, 1199 and Wage Order 5-2001 4(B). Defendant
2 is liable for civil penalties pursuant to Labor Code §§558.

3 44. Failure to Pay All Wages Owed Twice Per Month. Defendant was required to pay
4 Plaintiff and class members all wages earned twice during each calendar month pursuant to Labor
5 Code §204(a). Defendant failed to pay all wages earned to employees as a result of the unlawful
6 employment policies and practices discussed herein. As a result of these practices, Plaintiff and
7 class members were underpaid for hours worked, including overtime and penalty wages, and this
8 underpayment resulted in a failure to pay all wages owed twice per month. Due to this failure,
9 Defendant is liable under Labor Code §210 for failure to pay wages as required by law.

10 **SECOND CAUSE OF ACTION**

11 **FAILURE TO PAY WAGES DUE UPON TERMINATION**

12 Cal. Lab. Code §§201, 202, 203, 256

13 (All Plaintiff Against Defendant)

14 45. Plaintiff incorporates by reference in this cause of action each allegation of the
15 preceding paragraphs as though fully set forth herein.

16 46. Defendant's conduct described in this complaint violates the provisions of Labor Code
17 §§ 201, 202, 203 and 256.

18 47. An employee who is discharged must be paid all of his or her wages, including accrued
19 vacation, immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set
20 forth above, Defendant knowingly and willfully failed to pay all compensation due and owing to
21 Plaintiff at the time employment terminated. Defendant willfully failed to pay employees who are
22 no longer employed by it all compensation due upon termination of employment as required by
23 Cal. Lab. Code §§201 and 202.

24 48. Additionally, Plaintiff was not paid his final wage until 5 days after his employment
25 terminated. Plaintiff and similarly situated individuals are now entitled to recover up to thirty (30)
26 days pay as waiting time under the terms of §203.

THIRD CAUSE OF ACTION
FAILURE TO PROVIDE REST BREAKS

Cal. Labor Code §§226, 226.7, 512, 558, 1198

(All Plaintiff Against Defendant)

49. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

50. Defendant's conduct described in this complaint violates the provisions of Labor Code §§ 226, 226.7, 512, 558, 1198.

51. Defendant has failed to maintain a compliant rest period policy and practice that provides its employees with off-duty rest periods as required by California law. Plaintiff reports that he never received rest periods as a result of Defendant's staffing and business practices, and that rest breaks were not scheduled into daily shifts.

52. Rest periods were either less than ten minutes, not provided, interrupted or late, "on duty", or not scheduled before and after a meal period for shifts greater than six hours, as prescribed by California law because Defendant: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to rest breaks and premium payments for non-compliant rest breaks; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted ten-minute rest breaks; (4) because Defendant did not staff enough people to schedule all timely and uninterrupted ten-minute rest breaks; and/or (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant rest break policy.

53. Defendant did not authorize or permit all of its hourly employees to take at least a ten minute rest period in which they were relieved of all duties, for every 4 hours of work, or major fraction thereof, as required by Cal. Lab. Code §226.7, §512 and Wage Order 4-2001 11(A). When breaks were missed Defendant failed to pay the 1-hour penalty, as required. Because Defendant violated the Wage Order, Defendant is liable under Labor Code §1198.

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FOURTH CAUSE OF ACTION

**FAILURE TO PROVIDE UNINTERRUPTED MEAL BREAKS & SECOND
MEAL BREAKS**

Cal. Labor Code §§226, 226.7, 512, 558, 1198

(All Plaintiff Against Defendant)

54. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

55. Defendant's conduct described in this complaint violates the provisions of Labor Code §§ 226, 226.7, 512, 558, 1198.

56. During Plaintiff's employment, Defendant failed to maintain a compliant meal period policy and practice. Defendant failed to provide all of its hourly employees with their right to take an off-duty unpaid 30-minute meal period. Labor Code §512 provides, "[a]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes..." Labor Code §226.7(a) provides, "[n]o employer shall require an employee to work during any meal... period mandated by an applicable order of the Industrial Welfare Commission." Paragraph 11(A) of the Wage Orders provides, in pertinent part, "[u]nless an employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an 'on duty' meal period and counted as time worked." Labor Code 1198 states that any violation of a wage order is a violation of the Labor Code.

57. Plaintiff and class members frequently worked straight through their shifts until the shift was almost complete before they were provided with a meal period. Full, uninterrupted, off-duty, thirty-minute meal periods were not provided because Defendant: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to meal periods and premium payments for non-compliant meal periods; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted thirty-minute meal periods; (4) because Defendant did not staff enough people to schedule all timely and uninterrupted thirty-minute meal periods; and/or (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer,

1 permit, or enforce a lawfully compliant meal period policy. Plaintiff and class members were not
2 paid a premium payment, paid as an hour's wage when meal periods were not given to them in
3 compliance with California law.

4 58.

5 **FIFTH CAUSE OF ACTION**
6 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS AND**
7 **MAINTAIN ACCURATE RECORDS**

8 Cal. Labor Code §§ 226, 1174, 1174.5

9 **(All Plaintiff Against Defendant)**

10 59. Plaintiff incorporates by reference in this cause of action each allegation of the
11 preceding paragraphs as though fully set forth herein.

12 60. Defendant's conduct described in this complaint violates the provisions of Labor Code
13 §§ 226, 1174, 1174.5.

14 61. Defendant knowingly and intentionally failed to provide timely, accurate, itemized
15 wage statements to Plaintiff and the class members in accordance with Labor Code §§ 226 and
16 keep accurate records as required by §1174(d). The statements provided to Plaintiff and class
17 members, and the records maintained by Defendant, have not accurately reflected actual gross
18 wages earned, including pay for all hours worked, and overtime.

19 62. Such failures caused injury to Plaintiff and others, by, among other things, impeding
20 them from knowing the total hours worked and the amount of wages to which they are and were
21 entitled and from identifying the true legal employer for purposes of asserting wage and hour
22 claims. Defendant knowingly and intentionally failed to itemize the gross wages earned, net wages
23 earned, and total hours worked.

24 63. Finally, Defendant has violated Labor Code §432.5 for forcing Plaintiff and class
25 members to sign employment related contracts and documents that contained unlawful terms of
26 employment.
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28

SIXTH CAUSE OF ACTION
UNFAIR BUSINESS PRACTICES IN VIOLATION OF
California Business and Professions Code section 17200, et seq.
(All Plaintiff Against Defendant)

64. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

65. Defendant knowingly committed, and upon information and belief continue to commit, ongoing unlawful business practices within the meaning of the UCL, including, but not limited to unlawful practices as described in the causes of action articulated above, and hereby incorporated herein.

66. Plaintiff lost money and property as a result of Defendant's unlawful business practices described above.

67. Pursuant to the UCL, Plaintiff and all Class Members are entitled to restitution of money or property acquired by Defendant by means of such unlawful business practices, in amounts not yet known, but to be ascertained at trial.

68. Pursuant to the UCL, Plaintiff and Class Members are entitled to injunctive relief against Defendant's ongoing unlawful business practices. If an injunction does not issue enjoining Defendant from engaging in the unlawful business practices described above, Plaintiff and the general public will be irreparably injured.

69. Plaintiff has no plain, speedy, and adequate remedy at law. Defendant, if not enjoined by this Court, will continue to engage in the unlawful business practices described above in violation of the UCL, in derogation of the rights of Plaintiff and Class Members and of the general public.

70. Plaintiff's success in this action will result in the enforcement of important rights affecting the public interest by conferring a significant benefit upon the general public.

71. Defendant's numerous violations of local and California law, as well as the other statutory and regulatory violations alleged herein, constitute unlawful business actions and practices in violation of Business and Professions Code § 17200, et seq.

72. Pursuant to Business and Professions Code § 17200, et seq., Plaintiff and the Class Members are entitled to restitution of unpaid wages and penalty pay, among other relief alleged herein, that were withheld and retained by Defendant during a period that commences four years prior to the filing of this action. Plaintiff is further entitled to a permanent injunction requiring Defendant to comply with all provisions of California labor law, including properly paying the lawful rate of pay for all hours worked, providing rest periods to all workers as defined herein, timely paying due wages upon termination, maintaining accurate wages statements and payroll records, in addition to an award of attorneys' fees and costs pursuant to Code of Civil Procedure § 1021.5 and other applicable law, and costs.

REQUEST FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself and the Proposed Class, request judgment and the following specific relief against Defendant as follows:

- A. That the Court determine that this action may be maintained as a class action under Code of Civil Procedure § 382;
- B. Provision of class notice to all members of the Class;
- C. That Defendant is found to have violated the above-referenced provisions of the Labor Code, CCR and IWC Wage Order 5 as to Plaintiff, Class Members and relevant subclass Members;
- D. For compensatory damages, in an amount according to proof at trial, with interest thereon;
- E. For compensation for not being paid overtime
- F. For compensation for not paid wages due upon termination;
- G. For compensation for not being provided proper rest breaks;
- H. For compensation for not being provided proper meal breaks;
- I. For compensation for not being paid penalty wages;
- J. That Defendant's actions are found to be willful and/or in bad faith to the extent necessary under §§ 201, 202, 203, and 558 of the California Labor Code for

willful failure to pay all compensation owed at the time of separation to Plaintiff and Class Members no longer employed by Defendant;

K. That Plaintiff and Class Members receive penalties for Defendant's violation of §226 and 1174 of the California Labor Code for willful failure to provide and maintain the required accurate and itemized wage statements;

L. That Plaintiff and Class Members receive an award in the amount of unpaid wages owed, including interest thereon, and penalties as provided in the Labor Code, CCR and Wage Order, including under Labor Code §§ 203, 510, and 558, subject to proof at trial;

M. That Plaintiff and Class Members receive damages pursuant to §§248.5 in addition to reasonable attorneys' fees, and costs of suit pursuant to Labor Code § 218.5 and CCP 1021.5;

N. That Defendant be ordered to pay restitution to Plaintiff and Class Members for amounts acquired through Defendant's unlawful activities pursuant to Business and Professions Code §§ 17200-05 and enjoined to cease and desist from unlawful and unfair activities in violation of California Business and Professions Code § 17200 et. seq.;

O. That Plaintiff and Class Members receive an award of reasonable attorneys' fees and costs pursuant to Code of Civil Procedure §1021.5, Labor Code §226, 218.5, and 1194 and/or applicable laws;

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1 P. That the Court issue declaratory relief that Defendant's challenged policies are
2 unlawful; and

3 Q. That the Court order further relief, in law and equity, as it deems appropriate
4 and just.

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6 DATED: December 15, 2022

KOUL LAW FIRM

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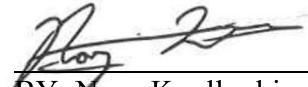
8 BY: Nazo Koulloukian, Esq.
9 Attorneys for Plaintiff EDGAR PINEDA
10 and putative class members
11

12 ***DEMAND FOR JURY TRIAL***
13

14 Plaintiff, on behalf of himself and the putative class, hereby demands trial by jury to the
15 full extent permitted by law.
16

17 DATED: December 15, 2022

KOUL LAW FIRM

18 

19 BY: Nazo Koulloukian, Esq.
20 Attorneys for Plaintiff EDGAR PINEDA
21 and putative class members
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