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Attorneys for Plaintiff WALTER GUZMAN
individually, and on behalf of others similarly
situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

WALTER GUZMAN, individually, and on
behalf of others similarly situated,

Plaintiff,

vs.

KURA SUSHI USA, INC., a corporation; and
DOES 1 through 50, inclusive,

Defendants.

CASE NO.:

COMPLAINT

CLASS ACTION:

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Periods
3. Failure to Pay Overtime Wages
4. Failure to Pay Minimum Wages
5. Failure to Pay All Wages Due to Discharged and Quitting Employees
6. Failure to Maintain Required Records
7. Failure to Furnish Accurate Itemized Wage Statements
8. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties
9. Unfair and Unlawful Business Practices

REPRESENTATIVE ACTION:

10. Penalties under the Labor Code Private Attorneys General Act, as Representative Action

1 PLAINTIFF WALTER GUZMAN (“PLAINTIFF”), individually and on behalf of all other
2 aggrieved employees and Class Members, demanding a jury trial, hereby alleges as follows:

3 **INTRODUCTION**

4 1. PLAINTIFF brings this action on behalf of himself and all other Class Members of
5 Defendants KURA SUSHI USA, INC., a corporation, and DOES 1 through 50, inclusive
6 (collectively hereinafter, “DEFENDANTS”) to recover penalties arising from unpaid wages earned
7 and due, including but not limited to unpaid and illegally calculated overtime compensation, illegal
8 meal and rest period policies, failure to pay all wages due to discharged or quitting employees,
9 failure to maintain required records, failure to provide accurate itemized wage statements, failure
10 to timely pay wages during employment, failure to indemnify employees for necessary
11 expenditures and/or losses incurred in discharging their duties.

12 **JURISDICTION AND VENUE**

13 2. The Superior Court of the State of California has jurisdiction in this matter because
14 PLAINTIFF is a resident of the State of California and DEFENDANT is a citizen and residents of,
15 and/or regularly conduct business in California. Further, no federal question is at issue because the
16 claims are based solely on California law.

17 3. Venue is proper in this judicial district and the County of Los Angeles, California
18 because Class Members performed work for DEFENDANT in the County of Los Angeles and
19 many of DEFENDANT’s unlawful actions and omissions, as set forth herein, occurred in the
20 County of Los Angeles.

21 **PARTIES**

22 4. PLAINTIFF is a resident of the State of California. At times material to this
23 complaint, PLAINTIFF was employed by DEFENDANT as a non-exempt employee within the
24 State of California.

25 5. PLAINTIFF, on behalf of himself and other similarly situated current and former
26 non-exempt employees of DEFENDANT in the State of California (“CLASS MEMBERS”) at any
27 time during the four years preceding the filing of this action, and continuing while this action is
28 pending (“CLASS PERIOD”), brings this class action to recover, among other things, wages and

1 penalties from unpaid wages earned and due, including but not limited to unpaid minimum wages,
2 unpaid and illegally calculated overtime compensation, illegal meal and rest period policies, failure
3 to properly pay all accrued sick time owed, failure to properly pay all reporting time pay, failure to
4 properly pay employee tips and/or gratuities, failure to pay all wages due to discharged and quitting
5 employees, failure to indemnify employees for necessary expenditures and/or losses incurred in
6 discharging their duties, failure to provide accurate itemized wage statements, failure to maintain
7 required records, and interest, attorneys' fees, costs, and expenses.

8 6. PLAINTIFF brings this action on behalf of himself and the following similarly
9 situated class of individuals ("CLASS MEMBERS"): all current and former non-exempt
10 employees of DEFENDANT in the State of California at any time within the period beginning
11 four (4) years prior to the filing of this action and ending at the time this action settles or proceeds
12 to final judgment (the "CLASS PERIOD"). PLAINTIFF reserves the right to name additional
13 class representatives.

14 7. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
15 KURA SUSHI USA, INC. is, and at all times relevant hereto was, a corporation authorized to
16 conduct business in the State of California, and does conduct business in the State of California.
17 Specifically, upon information and belief, KURA SUSHI USA, INC. maintains offices and conducts
18 business in the County of Los Angeles, State of California.

19 8. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
20 PLAINTIFF at this time, and PLAINTIFF therefore sues such Defendants under fictitious names.
21 PLAINTIFF is informed and believes, and thereon alleges, that each Defendant designated as a
22 DOE is in some manner highly responsible for the occurrences alleged herein, and that PLAINTIFF
23 and other Class Members' injuries and damages, as alleged herein, were proximately caused by the
24 conduct of such DOE Defendants. PLAINTIFF will seek leave of the court to amend this complaint
25 to allege the true names and capacities of such DOE Defendants when ascertained.

26 9. At all relevant times herein, KURA SUSHI, INC. and DOES 1 through 50
27 ("DEFENDANT") were the joint employers of PLAINTIFF and other Class Members.
28 PLAINTIFF is informed and believes, and thereon alleges, that at all times material to this

1 complaint KURA SUSHI, INC. and DOES 1 through 50 (“DEFENDANT”) were the alter egos,
2 divisions, affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related
3 entities, co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or
4 ostensible, of each other. The defendant was completely dominated by his, her, or its co-defendant,
5 and each was the alter ego of the other.

6 10. At all relevant times herein, PLAINTIFF and other Class Members were employed
7 by DEFENDANT under employment agreements that were partly written, partly oral, and partly
8 implied. In perpetrating the acts and omissions alleged herein, KURA SUSHI, INC. and DOES 1
9 through 50 (“DEFENDANT”), and each of them, acted pursuant to, and in furtherance of, their
10 policies and practices of not paying PLAINTIFF and other Class Members all wages earned and
11 due, through methods and schemes which include, but are not limited to, failing to pay overtime
12 premiums; failing to provide rest and meal periods; failing to properly maintain records; failing to
13 provide accurate itemized statements for each pay period; failure to properly pay all accrued sick
14 time owed; failing to timely pay wages during employment; failing to properly compensate
15 PLAINTIFF and other Class Members for necessary expenditures; and requiring, permitting or
16 suffering the employees to work off the clock, in violation of the California Labor Code (“Labor
17 Code”) and the applicable Industrial Welfare Commission (“IWC”) Wage Order.

18 11. PLAINTIFF is informed and believes, and thereon alleges, that each and every one
19 of the acts and omissions alleged herein were performed by, and/or attributable to, all defendants,
20 including KURA SUSHI, INC. and DOES 1 through 50, each acting as agents and/or employees,
21 and/or under the direction and control of, each of the other DEFENDANT, and that said acts and
22 failures to act were within the course and scope of said agency, employment and/or direction and
23 control.

24 12. As a direct and proximate result of the unlawful actions of DEFENDANT,
25 PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, from loss of earnings
26 in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this
27 Court.

28 13. Pursuant to California Labor Code § 558.1, DEFENDANT and any person acting

1 on behalf of any of the DEFENDANTS, are liable for violating, or causing to violate, any provision
2 regulating minimum wages or hours and days of work in any order of the Industrial Welfare
3 Commission, or Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802.

4 **CLASS ACTION DESIGNATION**

5 14. This action is appropriately suited for a Class Action because:

6 a. The potential class is a significant number. Joinder of all current and former
7 employees individually would be impractical.

8 b. This action involves common questions of law and fact to the potential class
9 because the action focuses on DEFENDANT's systematic course of illegal payroll practices and
10 policies, which was applied to all non-exempt employees in violation of the Labor Code, the
11 applicable IWC wage order, and the Business and Professions Code which prohibits unfair business
12 practices arising from such violations.

13 c. The claims of PLAINTIFF are typical of the class because DEFENDANT
14 subjected all non-exempt employees to identical violations of the Labor Code, the applicable IWC
15 wage order, and the Business and Professions Code.

16 d. PLAINTIFF is able to fairly and adequately protect the interests of all
17 members of the class because it is in his best interests to prosecute the claims alleged herein to
18 obtain full compensation due to them for all services rendered and hours worked.

19 **FIRST CAUSE OF ACTION**

20 **Failure to Provide Required Meal Periods**

21 **[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 5-2001, § 11]**

22 **(Against all DEFENDANTS)**

23 15. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
24 allegations in the foregoing paragraphs.

25 16. During the CLASS PERIOD, as part of DEFENDANT's illegal payroll policies and
26 practices to deprive their non-exempt employees all wages earned and due, DEFENDANT
27 required, permitted or otherwise suffered PLAINTIFF and CLASS MEMBERS to take less than
28 the 30-minute meal period, or to work through them, and have failed to otherwise provide the

1 required meal periods to PLAINTIFF and CLASS MEMBERS pursuant to California Labor Code
2 § 226.7, 512 and IWC Orders No. 5-2001, § 11.

3 17. DEFENDANT further violated California Labor Code §§ 226.7 and IWC Wage
4 Order No. 5-2001, § 11 by failing to compensate PLAINTIFF and CLASS MEMBERS who were
5 not provided with a meal period, in accordance with the applicable wage order, one additional hour
6 of compensation at each employee's regular rate of pay for each workday that a meal period was
7 not provided.

8 18. DEFENDANT further violated California Labor Code §§ 226.7, 510, 1194, 1197,
9 and IWC Wage Order No. 5-2001 by failing to compensate PLAINTIFF and CLASS MEMBERS
10 for all hours worked during their meal periods.

11 19. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
12 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned
13 and due, interest, penalties, expenses, and costs of suit.

14 **SECOND CAUSE OF ACTION**

15 **Failure to Provide Required Rest Periods**

16 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 5-2001, § 12]**

17 **(Against all DEFENDANTS)**

18 20. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
19 allegations in the foregoing paragraphs.

20 21. At all times relevant herein, as part of DEFENDANT's illegal payroll policies and
21 practices to deprive their non-exempt employees all wages earned and due, DEFENDANT failed
22 to provide rest periods to PLAINTIFF and CLASS MEMBERS as required under California Labor
23 Code §§ 226.7 and 512, and IWC Wage Order No. 5-2001, § 12.

24 22. DEFENDANT further violated California Labor Code § 226.7 and IWC Wage
25 Order No. 5-2001, § 12 by failing to pay PLAINTIFF and CLASS MEMBERS who were not
26 provided with a rest period, in accordance with the applicable wage order, one additional hour of
27 compensation at each employee's regular rate of pay for each workday that a rest period was not
28 provided.

23. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses, and costs of suit.

THIRD CAUSE OF ACTION

Failure to Pay Overtime Wages

[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 5-2001, § 3]

(Against all DEFENDANTS)

24. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

25. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No. 5-2001, § 4, payment to an employee of less than the applicable minimum wage for all hours worked in a payroll period is unlawful.

26. During the CLASS PERIOD, DEFENDANT failed to pay PLAINTIFF and CLASS MEMBERS minimum wages for all hours worked by, among other things: requiring, permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring, permitting or suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest breaks; illegally and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS worked; failing to properly maintain PLAINTIFF's and CLASS MEMBERS' records; failing to provide accurate itemized wage statements to PLAINTIFF and CLASS MEMBERS for each pay period; failing to properly pay employees reporting time on occasions when they were required to report for work, and did report, but were not put to work or were furnished less than half of their usual or scheduled day's work; and other methods to be discovered.

27. DEFENDANT's conduct described herein violates California Labor Code §§ 1194, 1197, and IWC Wage Order No. 5-2001, § 4. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the Labor Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by

1 DEFENDANT, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

2 **FIFTH CAUSE OF ACTION**

3 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

4 **[Cal. Labor Code §§ 201, 202, 203]**

5 **(Against all DEFENDANTS)**

6 28. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
7 allegations in the foregoing paragraphs.

8 29. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANT is required
9 to pay all earned and unpaid wages to an employee who is discharged. California Labor Code §
10 201 mandates that if an employer discharges an employee, the employee's wages accrued and
11 unpaid at the time of discharge are due and payable immediately.

12 30. Furthermore, pursuant to California Labor Code § 202, DEFENDANT is required
13 to pay all accrued wages due to an employee no later than 72 hours after the employee quits his or
14 her employment, unless the employee provided 72 hours previous notice of his or her intention to
15 quit, in which case the employee is entitled to his or her wages at the time of quitting.

16 31. California Labor Code § 203 provides that if an employer willfully fails to pay, in
17 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is
18 discharged or who quits, the employer is liable for waiting time penalties in the form of continued
19 compensation to the employee at the same rate for up to 30 workdays.

20 32. During the CLASS PERIOD, DEFENDANT have willfully failed to pay accrued
21 wages and other compensation to PLAINTIFF and CLASS MEMBERS in accordance with
22 California Labor Code §§ 201 and 202.

23 33. As a result, PLAINTIFF and CLASS MEMBERS are entitled to all available
24 statutory penalties, including the waiting time penalties provided in California Labor Code § 203,
25 together with interest thereon, as well as other available remedies.

26 34. As a proximate result of DEFENDANT's unlawful actions and omissions,
27 PLAINTIFF and CLASS MEMBERS have been deprived of compensation in an amount according
28 to proof at the time of trial, but in excess of the jurisdiction of this Court, and are entitled to recovery

1 of such amounts, plus interest thereon, and attorneys' fees and costs, pursuant to California Labor
2 Code §§ 1194 and 2699.

3 **SIXTH CAUSE OF ACTION**

4 **Failure to Maintain Required Records**

5 **[Cal. Labor Code §§ 226; IWC Wage Order No. 5-2001, § 7]**

6 **(Against all DEFENDANTS)**

7 35. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
8 allegations in the foregoing paragraphs.

9 36. During the CLASS PERIOD, as part of DEFENDANT's illegal payroll policies and
10 practices to deprive PLAINTIFF and CLASS MEMBERS of all wages earned and due,
11 DEFENDANT knowingly and intentionally failed to maintain records as required under California
12 Labor Code §§ 226, 1174, and IWC Wage Order No. 5-2001, § 7, including but not limited to the
13 following records: total daily hours worked by each employee; applicable rates of pay; all
14 deductions; meal periods; time records showing when each employee begins and ends each work
15 period; and accurate itemized statements.

16 37. As a proximate result of DEFENDANT's unlawful actions and omissions,
17 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial,
18 and are entitled to all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and
19 CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to
20 civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of
21 costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in
22 California Labor Code § 226(e), as well as other available remedies.

23 **SEVENTH CAUSE OF ACTION**

24 **Failure to Furnish Accurate Itemized Wage Statements**

25 **[Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 5-2001, § 7]**

26 **(Against all DEFENDANTS)**

27 38. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
28 allegations in the foregoing paragraphs.

1 39. During the CLASS PERIOD, DEFENDANT routinely failed to provide
2 PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements in
3 writing showing each employee's gross wages earned, total hours worked, all deductions made, net
4 wages earned, the name and address of the legal entity or entities employing PLAINTIFF and
5 CLASS MEMBERS, and all applicable hourly rates in effect during each pay period and the
6 corresponding number of hours worked at each hourly rate, in violation of California Labor Code
7 § 226 and IWC Wage Order No. 5-2001, § 7.

8 40. During the CLASS PERIOD, DEFENDANT knowingly and intentionally failed to
9 provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements
10 in accordance with California Labor Code § 226(a).

11 41. As a proximate result of DEFENDANT's unlawful actions and omissions,
12 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial,
13 and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and CLASS
14 MEMBERS are entitled to all available statutory penalties, including but not limited to civil
15 penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs,
16 expenses, and reasonable attorneys' fees, including but not limited to those provided in California
17 Labor Code § 226(e), as well as other available remedies.

18 **EIGHTH CAUSE OF ACTION**

19 **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of**
20 **Duties**

21 **[Cal. Labor Code § 2802]**

22 **(Against all DEFENDANTS)**

23 42. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
24 allegations in the foregoing paragraphs.

25 43. California Labor Code § 2802(a) requires an employer to indemnify an employee
26 for all necessary expenditures or losses incurred by the employee in direct consequence of the
27 discharge of his or her duties, or of his or her obedience to the directions of the employer.

28 44. During the CLASS PERIOD, DEFENDANT knowingly and willfully failed to

1 indemnify PLAINTIFF and CLASS MEMBERS for all business expenses and/or losses incurred
2 in direct consequence of the discharge of their duties while working under the direction of
3 DEFENDANT, including but not limited to expenses for use of specialty equipment, work tools,
4 work clothing, protective clothing, the use of personal cell phones, and other employment-related
5 expenses, in violation of California Labor Code § 2802.

6 45. As a proximate result of DEFENDANT's unlawful actions and omissions,
7 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial,
8 and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to California
9 Labor Code § 2802(b). Additionally, PLAINTIFF and CLASS MEMBERS are entitled to all
10 available statutory penalties and an award of costs, expenses, and reasonable attorneys' fees,
11 including those provided in California Labor Code § 2802(c), as well as other available remedies.

12 **NINTH CAUSE OF ACTION**

13 **Unfair and Unlawful Business Practices**

14 **[Cal. Bus. & Prof. Code §§ 17200 et. seq.]**

15 **(Against all DEFENDANTS)**

16 46. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
17 allegations in the foregoing paragraphs.

18 47. Each and every one of DEFENDANT's acts and omissions in violation of the
19 California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not
20 limited to DEFENDANT's failure and refusal to provide required meal periods, DEFENDANT's
21 failure and refusal to provide required rest periods, DEFENDANT's failure and refusal to pay
22 overtime compensation, DEFENDANT's failure and refusal to pay minimum wages,
23 DEFENDANT's failure and refusal to pay all wages due to discharged or quitting employees,
24 DEFENDANT's failure and refusal to furnish accurate itemized wage statements; DEFENDANT's
25 failure and refusal to maintain required records, DEFENDANT's failure and refusal to indemnify
26 PLAINTIFF and CLASS MEMBERS for necessary expenditures and/or losses incurring in
27 discharging their duties, constitutes an unfair and unlawful business practice under California
28 Business and Professions Code § 17200 et seq.

1 48. DEFENDANT's violations of California wage and hour laws constitute a business
2 practice because DEFENDANT's aforementioned acts and omissions were done repeatedly over a
3 significant period of time, and in a systematic manner, to the detriment of PLAINTIFF and CLASS
4 MEMBERS.

5 49. DEFENDANT have avoided payment of wages, overtime wages, meal periods, rest
6 periods, and other benefits as required by the California Labor Code, the California Code of
7 Regulations, and the applicable IWC Wage Order. Further, DEFENDANT have failed to record,
8 report, and pay the correct sums of assessment to the state authorities under the California Labor
9 Code and other applicable regulations.

10 50. As a result of DEFENDANT's unfair and unlawful business practices,
11 DEFENDANT have reaped unfair and illegal profits during the CLASS PERIOD at the expense of
12 PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANT should be made to
13 disgorge their ill-gotten gains and to restore them to PLAINTIFF and CLASS MEMBERS.

14 51. DEFENDANT's unfair and unlawful business practices entitle PLAINTIFF and
15 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not limited
16 to orders that DEFENDANT account for, disgorge, and restore to PLAINTIFF and CLASS
17 MEMBERS the wages and other compensation unlawfully withheld from them. PLAINTIFF and
18 CLASS MEMBERS are entitled to restitution of all monies to be disgorged from DEFENDANT
19 in an amount according to proof at the time of trial, but in excess of the jurisdiction of this Court.

20 **TENTH CAUSE OF ACTION**

21 **Representative Action for Civil Penalties**

22 **[Cal. Labor Code §§ 2698–2699.5]**

23 **(Against All DEFENDANTS)**

24 52. PLAINTIFF incorporates herein by specific reference as though fully set forth the
25 allegations in all preceding paragraphs.

26 53. PLAINTIFF is an “aggrieved employee” within the meaning of California Labor
27 Code § 2699(c), and a proper representative to bring a civil action on behalf of himself and other
28 current and former employees of DEFENDANT pursuant to the procedures specified in California

1 Labor Code § 2699.3, because PLAINTIFF and CLASS MEMBERS were employed by
2 DEFENDANT and the alleged violations of the California Labor Code were committed against
3 PLAINTIFF and CLASS MEMBERS.

4 54. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor
5 Code §§ 2698–2699.5, PLAINTIFF and CLASS MEMBERS seeks to recover civil penalties,
6 including but not limited to penalties under California Labor Code §§ 2699, 210, 226.3, 558,
7 1174.5, 1197.1, and IWC Wage Order No. 5-2001, § 20, from DEFENDANT in a representative
8 action for the violations set forth above, including but not limited to violations of California Labor
9 Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, and 2802. PLAINTIFF
10 and CLASS MEMBERS are also entitled to an award of reasonable attorneys’ fees and costs
11 pursuant to California Labor Code § 2699(g)(1).

12 55. Pursuant to California Labor Code §§ 2699.3, PLAINTIFF gave written notice on
13 _____ by online filing to the California Labor and Workforce Development Agency
14 (“LWDA”) and by certified mail to DEFENDANT of the specific provisions of the California
15 Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories
16 to support the alleged violations. More than sixty-five (65) days have passed and the LWDA has
17 not provided notice to PLAINTIFF that it intends to investigate the alleged violations.

18 56. Therefore, PLAINTIFF has complied with all of the requirements set forth in
19 California Labor Code § 2699.3 to commence a representative action under PAGA.

20 **PRAYER FOR RELIEF**

21 **WHEREFORE**, PLAINTIFF, individually and on behalf of all other persons similarly
22 situated, respectfully prays for relief against KURA SUSHI, INC. and DOES 1 through 50,
23 inclusive, and each of them, as follows:

- 24 1. For compensatory damages in an amount to be ascertained at trial;
- 25 2. For restitution of all monies due to PLAINTIFF and CLASS MEMBERS, as well
26 as disgorged profits from DEFENDANT’s unfair and unlawful business practices;
- 27 3. For meal and rest period compensation pursuant to California Labor Code § 226.7
28 and IWC Wage Order No. 5-2001;

4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
5. For preliminary and permanent injunctive relief enjoining DEFENDANT from violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and from engaging in the unlawful business practices complained of herein;
6. For waiting time penalties pursuant to California Labor Code § 203;
7. For statutory and civil penalties according to proof, including but not limited to all penalties authorized by the California Labor Code §§ 226(e);
8. For interest on the unpaid wages at 10% per annum pursuant to California Labor Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable provision providing for pre-judgment interest;
9. For reasonable attorneys' fees and costs pursuant to California Labor Code §§ 1194, 2699, 2802, California Civil Code § 1021.5, and any other applicable provisions providing for attorneys' fees and costs;
10. For declaratory relief;
11. For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, and Ninth Causes of Action as a class action;
12. For an order appointing PLAINTIFF as class representative, and PLAINTIFF's counsel as class counsel; and
13. For such further relief that the Court may deem just and proper.

DATED: September 4, 2024

Respectfully submitted,

MATERN LAW GROUP, PC

By: _____

Matthew J. Matern
Julia Z. Wells
Attorneys for Plaintiff
WALTER GUZMAN, individually, and on
behalf of others similarly situated

DEMAND FOR JURY TRIAL

PLAINTIFF hereby demands a jury trial with respect to all issues triable of right by jury.

DATED: September 4, 2024

Respectfully submitted,

MATERN LAW GROUP, PC

By: _____

Matthew J. Matern
Julia Z. Wells
Attorneys for Plaintiff
WALTER GUZMAN, individually, and on
behalf of others similarly situated