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11 Attorneys for Representative Plaintiff,
12 Aggrieved Employees and the Plaintiff Class

13 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **IN AND FOR THE COUNTY OF ALAMEDA**

15 NICOLE RICHINA, individually, and on
16 behalf of all others similarly situated,

17 Plaintiff,

18 vs.

19 GOLDEN GATE RESTAURANT
20 GROUP, INC. d.b.a. BURGER KING and
21 DOES 1 through 100, inclusive,

22 Defendants.

Case No. RG20067470

CLASS ACTION

**FIRST AMENDED COMPLAINT FOR
DAMAGES, INJUNCTIVE RELIEF AND
RESTITUTION**

[JURY TRIAL DEMANDED]

23 Representative Plaintiff alleges as follows:

24 **INTRODUCTION**

25 1. This is a representative action seeking civil penalties under the Labor Code Private
26 Attorneys General Act of 2004, codified as California Labor Code §§ 2698 *et seq.* ("PAGA").

27 2. Plaintiff Nicole Richina ("Representative Plaintiff" or "Plaintiff") brings this action
28 individually as an aggrieved employee and on behalf of all other persons ("Aggrieved Employees")
who are or have been employed by defendant Golden Gate Restaurant Group Inc. d.b.a. Burger
King and/or Does 1 through 100, inclusive (collectively "Defendants") as non-exempt restaurant
employees within the State of California within the applicable class period.

1 3. The class period begins on July 10, 2016 and extends through trial, based upon the
2 allegation that the violations of California's wage and hour laws, as described more fully below,
3 have been and are ongoing throughout that time.

4 4. During the class period, Defendants have had a consistent policy of (1) unlawfully
5 denying Class Members statutorily-mandated meal and rest periods, (2) willfully failing to provide
6 Class Members with accurate semimonthly itemized wage statements reflecting the total number
7 of hours each worked, the applicable deductions, and the applicable hourly rates in effect during
8 the pay period, and (3) willfully failing to pay compensation in a prompt and timely manner to
9 those Class Members whose employment with Defendants has terminated.

10 5. Defendants operate a chain of Burger King restaurants within California for which
11 Representative Plaintiff worked as a foodservice worker. The Representative Plaintiff is informed
12 and believes and, on that basis, alleges that, within the class period, Defendants employed scores,
13 if not hundreds, of individuals in California to perform these services, employment positions which
14 did not, and currently do not, meet any known test for exemption from the payment of overtime
15 wages and/or the entitlement to meal or rest periods.

16 6. Despite actual knowledge of these facts and legal mandates, Defendants have and
17 continue to enjoy an advantage over their competition and a resultant disadvantage to their workers
18 by electing not to pay all wages due (including missed meal and rest period compensation) and/or
19 all penalties due (including "waiting time" penalties) to Class Members.

20 7. Representative Plaintiff is informed and believes and, based thereon, alleges that
21 Defendants' officers knew of these facts and legal mandates yet, nonetheless, repeatedly
22 authorized and/or ratified the violation of the laws cited herein.

23 8. Despite Defendants' knowledge of Class Members' entitlement to wages for all
24 hours worked and meal and/or rest periods for all applicable work periods, Defendants failed to
25 provide the same to Class Members, in violation of California state statutes, the applicable
26 California Industrial Welfare Commission Wage Order, and Title 8 of the California Code of
27 Regulations. This action is brought to redress and end this prolonged pattern of unlawful conduct
28 once and for all.

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10. This Court also has jurisdiction over the claims herein for injunctive relief and restitution of ill-gotten benefits arising from Defendants' unfair and/or fraudulent business practices under California Business & Professions Code § 17200, *et seq.*

PLAINTIFF(S)

13. In these capacities, Representative Plaintiff is and was entitled to full, uninterrupted and statutorily-mandated meal and rest periods, as well as other benefits of employment as set forth herein.

14. Representative Plaintiff is informed and believes and, based thereon, alleges that, at all times herein relevant, Defendants (including the Doe defendants) did business within the State of California providing restaurant services.

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1 basis, alleges that, at all relevant times herein mentioned, Defendants, and each of them, employed
2 and/or exercised control over the wages, hours, and/or working conditions of the Representative
3 Plaintiff and Class Members within the State of California.

4 16. The Representative Plaintiff is unaware of the true names and capacities of those
5 defendants sued herein as Does 1 through 100, inclusive and, therefore, sues these defendants by
6 such fictitious names. The Representative Plaintiff will seek leave of court to amend this
7 Complaint when such names are ascertained. The Representative Plaintiff is informed and believes
8 and, on that basis, alleges that each of the fictitiously-named defendants were responsible in some
9 manner for, gave consent to, ratified, and/or authorized the conduct herein alleged and that the
10 damages, as herein alleged, were proximately caused thereby.

11 17. Representative Plaintiff is informed and believes and, on that basis, alleges that, at
12 all relevant times herein mentioned, each of the defendants was the agent and/or employee of each
13 of the remaining defendants and, in doing the acts herein alleged, was acting within the course and
14 scope of such agency and/or employment.

15 CLASS ACTION ALLEGATIONS

16
17 18. The Representative Plaintiff brings this action individually and on behalf of all
18 persons similarly situated and proximately damaged by Defendants' conduct including, but not
19 necessarily limited to, the following Plaintiff Class:

20 "All persons employed by Defendants as non-exempt restaurant
workers in California on or after July 10, 2016."

21 19. Defendants' officers and directors are excluded from the Plaintiff Class.

22 20. This action has been brought and may properly be maintained as a class action
23 under California Code of Civil Procedure § 382 because there is a well-defined community of
24 interest in the litigation and the proposed class is easily ascertainable.

25 a. Numerosity: A class action is the only available method for the fair and
26 efficient adjudication of this controversy. The members of the Plaintiff
27 Class are so numerous that joinder of all members is impractical, if not
impossible, insofar as Representative Plaintiff is informed and believes and,
28 on that basis, alleges that there are sufficient Class Members to meet the
numerosity requirement. Membership in the Class will be determined upon

analysis of employee and payroll, among other, records maintained by Defendants.

b. Commonality: The Representative Plaintiff(s) and the Class Members share a community of interests in that there are numerous common questions and issues of fact and law which predominate over any questions and issues solely affecting individual members, including, but not necessarily limited to:

- 1) Whether Defendants violated California Business and Professions Code § 17200, *et seq.* by failing to provide meal and/or rest breaks to Class Members working eligible shifts;
- 2) Whether Defendants violated California Labor Code § 1174 by failing to keep accurate records of employees' hours of work;
- 3) Whether Defendants violated California Labor Code §§ 201-204 by failing to pay wages due and owing at the time that certain Class Members' employment with Defendants terminated;
- 4) Whether Defendants violated California Labor Code § 226 by failing to provide semimonthly itemized statements to Class Members of total hours worked by each, all wages earned and all applicable hourly rates in effect during the pay period; and
- 5) Whether Class Members are entitled to "waiting time" penalties, pursuant to California Labor Code § 203.

c. Typicality: The Representative Plaintiff's claims are typical of the claims of Class Members. The Representative Plaintiff and Class Members sustained damages arising out of and caused by Defendants' common course of conduct in violation of law, as alleged herein.

d. Adequacy of Representation: The Representative Plaintiff in this class action is an adequate representative of the Plaintiff Class in that the Representative Plaintiff's claims are typical of those of the Plaintiff Class and has the same interest in the litigation of this case as the Class Members. The Representative Plaintiff is committed to vigorous prosecution of this case and retained competent counsel who are experienced in conducting litigation of this nature. The Representative Plaintiff is not subject to any individual defenses unique from those conceivably applicable to Class Members as a whole and anticipates no management difficulties in this litigation.

e. Superiority of Class Action: Since the damages suffered by individual Class Members, while not inconsequential, may be relatively small, the expense and burden of individual litigation by each member makes or may make it impractical for Class Members to seek redress individually for the wrongful conduct alleged herein. Should separate actions be brought, or be required to be brought, by each individual Class Member, the resulting multiplicity of lawsuits would cause undue hardship and expense for the Court and the litigants. The prosecution of separate actions would also create a risk of

inconsistent rulings which might be dispositive of the interests of other Class Members who are not parties to the adjudications and/or may substantially impede their ability to adequately protect their interests.

COMMON FACTUAL ALLEGATIONS

21. As described herein, for years, Defendants have knowingly failed to adequately compensate those employees within the class definition identified above for all wages earned (including premium wages such as compensation for missed meal and/or rest periods) under the California Labor Code and the applicable IWC Wage Order, thereby enjoying a significant competitive edge over similar companies.

22. Defendants have declined to pay these wages, even upon a Class Member's termination or resignation from employment, in blatant violation of California Labor Code § 201 and/or § 202.

23. California Labor Code §§ 201 and 202 require Defendants to pay severed employees all wages due and owed to the employee immediately upon discharge or within 72 hours of resignation of their positions, in most circumstances. California Labor Code § 203 provides that an employer who willfully fails to timely pay such wages must, as a penalty, continue to pay the subject employees' wages until the back wages are paid in full or an action is commenced, and the payment of such penalty shall continue for a period of time up to 30 days.

24. Furthermore, despite knowledge of the Class Members' entitlement to compensation for all hours worked, Defendants violated California Labor Code § 1174(d) by failing to provide or require the use, maintenance, or submission of time records by members of the Plaintiff Class. Defendants also failed to provide Class Members with accurate semimonthly itemized statements of the total number of hours worked by each, and all applicable hourly rates in effect, during the pay period, in violation of California Labor Code § 226. In failing to provide the required documents, Defendants have not only failed to pay their workers the full amount of compensation due, but have also, until now, effectively shielded themselves from employee scrutiny by concealing the magnitude and financial impact of their wrongdoing that such documents might otherwise have led workers to discover.

1 25. Representative Plaintiff and all persons similarly situated are entitled to unpaid
2 compensation, yet, to date, have not received such compensation despite many of the same having
3 been terminated by and/or resigned from Defendants' employ. More than 30 days have passed
4 since certain Class Members have left Defendants' employment.

5 26. As a consequence of Defendants' willful conduct in not paying former employees'
6 compensation for all hours worked in a prompt and timely manner, certain Class Members are
7 entitled to up to 30 days wages as a penalty under California Labor Code § 203, together with
8 attorneys' fees and costs.

9 27. As a direct and proximate result of Defendants' unlawful conduct, as set forth
10 herein, Class Members have sustained damages, as described above, including compensation for
11 loss of earnings for hours worked on behalf of Defendants, in an amount to be established at trial.
12 As a further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
13 certain Class Members are entitled to recover "waiting time" penalties (pursuant to California
14 Labor Code § 203) and penalties for failure to provide semimonthly statements of hours worked
15 and all applicable hourly rates (pursuant to California Labor Code § 226) in an amount to be
16 established at trial. As a further direct and proximate result of Defendants' unlawful conduct, as
17 set forth herein, Class Members are also entitled to recover costs and attorneys' fees pursuant to
18 California Code of Civil Procedure § 1021.5, among other authorities.

19 28. Representative Plaintiff seeks injunctive relief prohibiting Defendants from
20 engaging in the complained-of illegal labor acts and practices in the future. Representative Plaintiff
21 also seeks restitution of costs incurred by Class Members under California's Unfair Competition
22 Law. Unless enjoined, Defendants' unlawful conduct will continue unchecked, while Class
23 Members bear the financial brunt of Defendants' unlawful conduct. As a further direct and
24 proximate result of Defendants' unlawful conduct, as set forth herein, Class Members are also
25 entitled to recover costs and attorneys' fees, pursuant to statute.

26 29. Representative Plaintiff has complied with the procedures for bringing suit (as
27 specified in California Labor Code § 2699.3) necessary to maintain a civil action against
28 Defendants for violation of (and/or recovery under) California's Private Attorneys General Act.

1 On December 20, 2019, Representative Plaintiff served and filed a notice upon the Labor and
2 Workforce Development Agency in compliance with Labor Code §§ 2699, *et seq.*

3
4 **FIRST CAUSE OF ACTION**
UNLAWFUL FAILURE TO PAY WAGES
(California Labor Code §§ 200-204, 510, 558, 1194, and 1198; IWC Wage Order)

5 30. Each and every allegation of the preceding paragraphs is incorporated in this cause
6 of action with the same force and effect as though fully set forth herein.

7 31. During the limitations period, Class Members performed work for Defendants,
8 oftentimes in excess of eight hours in a workday and/or forty hours in a workweek. The number
9 of hours will be proven at trial.

10 32. During the limitations period, Defendants refused to compensate Class Members
11 for all of the wages they earned, in violation of the applicable IWC Wage Order and provisions of
12 the California Labor Code.

13 33. At all relevant times, Defendants were aware of, and were under a duty to comply
14 with, the overtime provisions of the California Labor Code including, but not limited to, California
15 Labor Code §§ 510, 1194, and 1198.

16 34. California Labor Code § 510(a) provides, in pertinent part:

17 Any work in excess of eight hours in one workday and any work in excess
18 of 40 hours in any one workweek and the first eight hours worked on the
19 seventh day of work in any one workweek shall be compensated at the rate
of no less than one and one-half times the regular rate of pay for an
employee.

20 35. California Labor Code § 1194(a) provides, in pertinent part:

21 Notwithstanding any agreement to work for a lesser wage, any employee
22 receiving less than the legal minimum wage or the legal overtime
23 compensation applicable to the employee is entitled to recover in a civil
24 action the unpaid balance of the full amount of this minimum wage or
overtime compensation, including interest thereon, reasonable attorneys'
25 fees, and costs of suit.

26 36. California Labor Code § 1198 provides, in pertinent part:

27 Notwithstanding any agreement to work for a lesser wage, any employee
28 receiving less than the legal minimum wage or the legal overtime

1 compensation applicable to the employee is entitled to recover in a civil
2 action the unpaid balance of the full amount of this minimum wage or
3 overtime compensation, including interest thereon, reasonable attorneys'
4 fees, and costs of suit.

5 37. By refusing to compensate Class Members for minimum wages and/or overtime
6 wages earned, Defendants violated those California Labor Code provisions cited herein as well as
7 the applicable IWC Wage Order.

8 38. Defendants' conduct, as heretofore detailed, represents underpayment of wages
9 pursuant to California Labor Code §§ 218, *et seq.*, 558, 1194, *et seq.*, and 1197, *et seq.*, for which
10 damages and/or penalties are now sought in an amount according to proof.

11 39. As a direct and proximate result of Defendants' unlawful conduct, as set forth
12 herein, Class Members have sustained damages, including loss of earnings for hours of overtime
13 worked on behalf of Defendants, in an amount to be established at trial. As a further direct and
14 proximate result of Defendants' unlawful conduct, as set forth herein, Class Members are entitled
15 to recover penalties in amounts to be established at trial, as well as attorneys' fees and costs, and
16 restitution, pursuant to statute.

17 **SECOND CAUSE OF ACTION**
18 **FAILURE TO PROVIDE MEAL AND REST PERIODS**
19 **(California Labor Code §§ 226.7 and 512)**

20 40. Each and every allegation of the preceding paragraphs is incorporated in this cause
21 of action with the same force and effect as though fully set forth herein.

22 41. At all relevant times, Defendants were aware of and were under a duty to comply
23 with California Labor Code § 226.7 and § 512.

24 42. California Labor Code § 226.7 provides, in pertinent part:

25 (a) No employer shall require any employee to work during any meal
26 or rest period mandated by an applicable order of the Industrial Welfare
Commission.

27 (b) If an employer fails to provide an employee a meal period or rest
28 period in accordance with an applicable order of the Industrial Welfare
Commission, the employer shall pay the employee one additional hour of

1 pay at the employee's regular rate of compensation for each work day that
2 the meal or rest period is not provided.

3 43. Moreover, California Labor Code § 512(a) provides, in pertinent part:

4 An employer may not employ an employee for a work period of more than
5 five hours per day without providing the employee with a meal period of
6 not less than 30 minutes, except that if the total work period per day of the
7 employee is no more than six hours, the meal period may be waived by
8 mutual consent of both the employer and employee. An employer may not
employ an employee for a work period of more than 10 hours per day
without providing the employee with a second meal period of not less than
30 minutes, except that if the total hours worked is no more than 12 hours,
the second meal period may be waived by mutual consent of the employer
and the employee only if the first meal period was not waived.

9 44. Sections 11 and 12, respectively, of the applicable IWC Wage Order mandate that
10 employers provide all applicable meal and/or rest periods to non-exempt (including exempt-
11 misclassified) employees.

12 45. Section 11 of the applicable IWC Wage Order provides:

13 (A) No employer shall employ any person for a work period of more than
14 five (5) hours without a meal period of not less than 30 minutes...

15 (B) An employer may not employ an employee for a work period of more
16 than ten (10) hours per day without providing the employee with a
second meal period of not less than 30 minutes...

17 (C) If an employer fails to provide an employee a meal period in accordance
18 with the applicable provisions of this order, the employer shall pay the
employee one (1) hour of pay at the employee's regular rate of
compensation for each workday that the meal period is not provided.

19 46. Moreover, Section 12 of the applicable IWC Wage Order provides:

20 (A) Every employer shall authorize and permit all employees to take rest
21 periods, which insofar as practicable shall be in the middle of each work
22 period. The authorized rest period time shall be based on the total hours
worked daily at the rate of ten (10) minutes net rest time per four (4)
hours or major fraction thereof

23 (B) If an employer fails to provide an employee a rest period in accordance
24 with the applicable provisions of this order, the employer shall pay the
employee one (1) hour of pay at the employee's regular rate of
compensation for each workday that the rest period is not provided.

25 47. By failing to consistently provide uninterrupted thirty-minute meal periods within
26 the first five hours of work each day, a second uninterrupted thirty-minute meal period within the
27
28

1 first ten hours of work each day and/or uninterrupted net ten-minute rest periods to Class Members,
2 Defendants violated the California Labor Code and applicable IWC Wage Order provisions.

3 48. Representative Plaintiff is informed and believes and, on that basis, alleges that
4 Defendants have never paid the one hour of compensation to any Class Member due to their
5 violations of the California Labor Code and applicable IWC Wage Order provisions.

6 49. As a direct and proximate result of Defendants' unlawful conduct, as set forth
7 herein, Class Members have sustained damages, including lost compensation resulting from
8 missed meal and/or rest periods, in an amount to be established at trial.

9 50. As a further direct and proximate result of Defendants' unlawful conduct, as set
10 forth herein, certain Class Members are entitled to recover "waiting time" penalties in amounts to
11 be established at trial, as well as recovery of attorneys' fees and costs, pursuant to statute.

12 **THIRD CAUSE OF ACTION**
13 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**
14 **(California Labor Code §§ 226 and 1174)**

15 51. Each and every allegation of the preceding paragraphs is incorporated in this cause
16 of action with the same force and effect as though fully set forth herein.

17 52. California Labor Code § 226(a) provides:

18 Each employer shall semimonthly, or at the time of each payment of wages,
19 furnish each of his or her employees either as a detachable part of the check,
20 draft or voucher paying the employee's wages, or separately when wages
21 are paid by personal check or cash, an itemized wage statement in writing
22 showing: (1) gross wages earned; (2) total number of hours worked by each
23 employee whose compensation is based on an hourly wage; (3) all
24 deductions, provided that all deductions made on written orders of the
25 employee may be aggregated and shown as one item; (4) net wages earned;
26 (5) the inclusive date of the period for which the employee is paid; (6) the
27 name of the employee and his or her social security number; and (7) the
28 name and address of the legal entity which is the employer.

53. Moreover, California Labor Code § 226(e) provides:

An employee suffering injury as a result of a knowing and intentional failure
by an employer to comply with subdivision (a) is entitled to recover the
greater of all actual damages or fifty dollars (\$50) for the initial pay period
in which a violation occurs and one hundred dollars (\$100) per employee
for each violation in a subsequent pay period, not exceeding an aggregate
penalty of four thousand dollars (\$4,000), and is entitled to an award of
costs and reasonable attorney's fees.

1 54. Finally, California Labor Code § 1174(d) provides:

2 Every person employing labor in this state shall. . . [k]eep, at a central
3 location in the state...payroll records showing the hours worked daily by
4 and the wages paid to...employees.... These records shall be kept in
accordance with rules established for this purpose by the commission, but
in any case, shall be kept on file for not less than two years.

5 55. Defendants have failed to provide timely, accurate itemized wage statements to the
6 Class Members in accordance with California Labor Code § 226. Representative Plaintiff is
7 informed and believes and, on that basis, alleges that none of the statements provided by
8 Defendants accurately reflected actual gross wages earned, net wages earned, or the appropriate
9 deductions for Class Members.

10 56. As a direct and proximate result of Defendants' unlawful conduct, as set forth
11 herein, the Class Members are entitled to penalties in an amount to be established at trial and are
12 entitled to recover attorneys' fees and costs of suit.

13 **FOURTH CAUSE OF ACTION**
14 **FAILURE TO PAY WAGES ON TERMINATION**
(California Labor Code § 203)

15 57. Each and every allegation of the preceding paragraphs is incorporated in this cause
16 of action with the same force and effect as though fully set forth herein.

17 58. California Labor Code § 203 provides that:

18 If an employer willfully fails to pay, without abatement or reduction, in
19 accordance with Sections 201, 201.5, 202, and 205.5, any wages of an
20 employee who is discharged or who quits, the wages of the employee shall
21 continue as a penalty from the due date thereof at the same rate until paid
or until an action therefor is commenced; but the wages shall not continue
for more than 30 days.

22
23 59. Numerous Class Members were employed by Defendants during the class period
24 and were thereafter involuntarily terminated or resigned from their positions yet were not paid all
25 wages due upon said termination or within 72 hours of said resignation of employment therefrom.
26 This non-payment was the direct and proximate result of a willful refusal to do so by Defendants.

27 60. More than 30 days have elapsed since certain Class Members were involuntarily
28 terminated or voluntarily resigned from Defendants' employ.

1 61. As a direct and proximate result of Defendants' willful conduct in failing to pay
2 said Class Members for all hours worked, affected Class Members are entitled to recover "waiting
3 time" penalties of up to thirty days' wages pursuant to California Labor Code § 203 in an amount
4 to be established at trial, and attorneys' fees and costs.

5
6 **FIFTH CAUSE OF ACTION**
7 **UNFAIR BUSINESS PRACTICES UNDER THE UNFAIR COMPETITION ACT**
8 **(California Business & Professions Code §§ 17200-17208)**

9 62. Each and every allegation of the preceding paragraphs is incorporated in this cause
10 of action with the same force and effect as though fully set forth herein.

11 63. Representative Plaintiff further brings this cause of action seeking equitable and
12 statutory relief to stop Defendants' misconduct, as complained of herein, and to seek restitution of
13 the amounts Defendants acquired through the unfair, unlawful, and fraudulent business practices
14 described herein.

15 64. Defendants' knowing conduct, as alleged herein, constitutes an unlawful and/or
16 fraudulent business practice, as set forth in California Business & Professions Code §§ 17200-
17 17208. Specifically, Defendants conducted business activities while failing to comply with the
18 legal mandates cited herein.

19 65. Defendants have clearly established a policy of accepting a certain amount of
20 collateral damage, as represented by the damages and penalties to Class Members herein alleged,
21 as incidental to their business operations, rather than accept the alternative costs of full compliance
22 with fair, lawful, and honest business practices, ordinarily borne by its responsible competitors
23 and as set forth in legislation and the judicial record.

24 **SIXTH CAUSE OF ACTION**
25 **PRIVATE ATTORNEYS GENERAL ACT CLAIM**
26 **(California Labor Code § 2699)**

27 66. Each and every allegation of the preceding paragraphs is incorporated in this cause of action with
28 the same force and effect as though fully set forth herein.

 67. California Labor Code § 2699(a) provides, in pertinent part:

1 Notwithstanding any other provision of the law, any provision of this code
2 that provides for a civil penalty to be assessed and collected by the Labor
3 and Workforce Development Agency or any of its departments, divisions,
4 commissions, boards, agencies, or employees, for a violation of this code,
5 may, as an alternative, be recovered through a civil action brought by an
6 aggrieved employee on behalf of himself or herself and other current or
7 former employees. . .

8 68. Representative Plaintiff and each and every other Class Member working for
9 Defendants within one year of Representative Plaintiff's exhaustion of its administrative
10 prerequisites under the California Private Attorneys General Act are "aggrieved employees," as
11 defined by California Labor Code § 2699(c), because they were employed by Defendants and were
12 among the employees against whom violations of law were committed.

13 69. Representative Plaintiff has met all of the requirements set forth in California Labor
14 Code § 2699.3 necessary to maintain a civil action against Defendants for violations of (and/or
15 recovery under) California's Private Attorneys General Act.

16 70. Representative Plaintiff brings this action individually and on behalf of all
17 Aggrieved Employees alleging violations of the California Labor Code provisions cited in the
18 preceding paragraphs.

19 71. As a direct and proximate result of Defendants' unlawful conduct, as set forth
20 herein, Representative Plaintiff and Aggrieved Employees are entitled to recover penalties as
21 provided by California Labor Code § 2699, in an amount to be established at trial, as well as costs
22 and attorneys' fees, pursuant to statute.

23 RELIEF SOUGHT

24 **WHEREFORE, the Representative Plaintiff**, individually and on behalf of the proposed
25 Plaintiff Class, prays for judgment and the following specific relief against Defendants, and each
26 of them, jointly and separately, as follows:
27
28

1 1. That the Court declare, adjudge, and decree that this action is a proper class action
2 and certify the proposed class and/or any other appropriate subclasses under California Code of
3 Civil Procedure § 382;

4 2. That the Court declare, adjudge, and decree that Defendants willfully violated their
5 legal duties to pay all wages due under the California Labor Code and the applicable California
6 Industrial Welfare Commission Wage Order;

7 3. That the Court make an award to Class Members of one hour of pay at each
8 employee's regular rate of compensation for each workday that a meal period was not provided;

9 4. That the Court make an award to Class Members of one hour of pay at each
10 employee's regular rate of compensation for each workday that a rest period was not provided;

11 5. That the Court order Defendants to pay restitution to Class Members due to
12 Defendants' unlawful activities, pursuant to California Business and Professions Code §§ 17200-
13 17208;

14 6. That the Court further enjoin Defendants, ordering them to cease and desist from
15 unlawful activities in violation of California Business and Professions Code § 17200, *et seq.*;

16 7. For interest on the amount of any and all economic losses, at the prevailing legal
17 rate;

18 8. That the Court make an award to Class Members of penalties, pursuant to California
19 Labor Code §§ 203, 226, 558, 1174.5 and/or liquidated damages pursuant to § 1194.2, in an amount
20 to be proven at trial;

21 9. That the Court declare, adjudge, and decree that this action is a proper
22 representative action pursuant to California Labor Code § 2699;

23 10. That the Court make an award of civil penalties for violations of the California
24 Labor Code, pursuant to California Labor Code § 2699;

25 11. For reasonable attorneys' fees, pursuant to California Code of Civil Procedure §
26 1021.5 and Labor Code § 218.5;

27 12. For costs of suit and any and all such other relief as the Court deems just and proper;
28

13. For all other Orders, findings and determinations identified and sought in this Complaint.

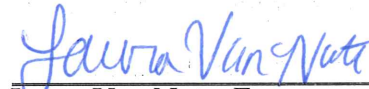
JURY DEMAND

Representative Plaintiff, individually and on behalf of the Plaintiff Class and Aggrieved Employees, hereby demands a trial by Jury.

Dated: October 1, 2020

SCOTT COLE & ASSOCIATES, APC

By:



Laura Van Note, Esq.
Attorneys for Representative Plaintiff,
Aggrieved Employees and the Plaintiff Class

PROOF OF SERVICE

I am over 18 years of age, not a party to the above-captioned action, and am employed by the law firm of Scott Cole & Associates, APC, 555 12th St., Suite 1725, Oakland, California 94607.

On this date, I served a copy of:

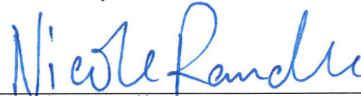
FIRST AMENDED COMPLAINT FOR DAMAGES, INJUNCTIVE RELIEF AND RESTITUTION

X	By depositing the document(s) with the U.S. Postal Service, with postage fully prepaid, addressed as indicated below, in the ordinary course of business.
	By facsimile transmission to the fax number(s) below, before 5:00 p.m. PST.
	By placing the document(s) in a sealed Federal Express envelope, affixing a pre-paid air bill and delivering it to a Federal Express agent.
	By personal delivery.
	By e-mail transmission to the e-mail address(es) below.
	By electronic filing using the CM/ECF System which will send a Notice of Electronic Filing to the email address(es) listed in the Electronic Mail Notice List.
	By uploading the document(s) to the third-party document management/service company, court-approved for purposes of this litigation.
	By electronic submission to the Labor and Workforce Development Agency.

on the following person(s):

Monu Singh – Agent for Service of Process
GOLDEN GATE RESTAURANT GROUP, INC.
4105 Hidden Valley Road
Lafayette, CA 94549-3319

I declare under penalty of perjury under the laws of the United States and the State of California the foregoing is true and correct. Executed in Oakland, California on October 1, 2020.


Nicole Randle