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

COLLIN WOODY, an individual;  
OLIVER CHAMBERLIN, an individual;

Plaintiffs,

v.

SILVERLAKE RAMEN, a business entity form  
unknown; YK HOLLYWOOD DINING INC, a  
California Corporation; YK NOHO DINING INC, a  
California Corporation; KIWON YOUN, an individual;  
YOUNG YUN KIM, an individual; and DOES 1  
through 20, inclusive;

Defendants.

Case Number: **25STCV07058**

**COMPLAINT FOR:**

- 1. VIOLATION OF THE PRIVATE  
ATTORNEYS GENERAL ACT,  
CALIFORNIA LABOR CODE §  
2698 et seq. ("PAGA");**

**(UNLIMITED CIVIL)  
(DEMAND EXCEEDS \$35,000)**

COMES NOW, Plaintiffs COLLIN WOODY and OLIVER CHAMBERLIN ("Plaintiffs" or  
"Plaintiff", used interchangeably) hereby complain against Defendants SILVERLAKE RAMEN, YK  
HOLLYWOOD DINING INC, YK NOHO DINING INC, KIWON YOUN, YOUNG YUN KIM, and  
DOES 1 through 20, inclusive, (collectively "Defendants") and each of them, and alleges as follows:

**JURISDICTION**

- This Court has personal jurisdiction over Defendants because Defendants engaged in wrongful  
conduct in the State of California, which caused harm to Plaintiffs in this state.
- Venue is proper in this Court, because Defendants employ persons in this county, employed  
Plaintiffs in this county, and thus a substantial portion of the occurrences related to this action occurred

1 in this county. *Cal. Civ. Proc. Code* § 395.

2 **PARTIES**

3 3. Plaintiff COLLIN WOODY is an individual and a resident of the County of Los Angeles and  
4 citizen of the State of California.

5 4. Plaintiff OLIVER CHAMBERLIN is an individual and a resident of the County of Los  
6 Angeles and citizen of the State of California.

7 5. Plaintiff is informed and believes, and based thereon alleges that Defendant SILVERLAKE  
8 RAMEN is a business entity form unknown, organized and existing to do business under the laws of  
9 the State of California, with its principal place of business located in Los Angeles County, California.

10 6. Plaintiff is informed and believes, and based thereon alleges that Defendant YK  
11 HOLLYWOOD DINING INC is a California Corporation, organized and existing to do business under  
12 the laws of the State of California, with its principal place of business located in Los Angeles County,  
13 California.

14 7. Plaintiff is informed and believes, and based thereon alleges that Defendant YK NOHO  
15 DINING INC is a California Corporation, organized and existing to do business under the laws of the  
16 State of California, with its principal place of business located in Los Angeles County, California.

17 8. Plaintiff is informed and believes, and based thereon alleges that Defendant KIWON YOUN  
18 is an individual and a resident of the County of Los Angeles and citizen of the State of California.

19 9. Plaintiff is informed and believes, and based thereon alleges that Defendant YOUNG YUN  
20 KIM is an individual and a resident of the County of Los Angeles and citizen of the State of California.

21 10. Plaintiff is informed and believes, and based thereon alleges that at all times herein mentioned  
22 Defendants and DOES 1 through 20, are and were individuals, sole proprietorships, corporations,  
23 business entities, persons, and partnerships, licensed to do business and/or actually doing business in  
24 the State of California.

25 11. Plaintiff is unaware of the true names and capacities, whether informed and believes and  
26 thereon alleges that at all times herein mentioned Defendants and DOES 1 through 20, are and were  
27 individual, corporate, associate, or otherwise, of the Defendants sued as DOES 1 through 20, inclusive.  
28 They are unknown to Plaintiff and therefore Plaintiff issues them by such fictitious names. Plaintiff

1 will amend this complaint to allege their true names and capacities when they become known to  
2 Plaintiff. Plaintiff is informed and believes, and based thereon alleges, that DOES 1 through 20,  
3 inclusive, are indebted to Plaintiff as hereinafter alleged, and that Plaintiff's rights against such  
4 fictitiously named Defendants arise from such indebtedness.

5 12. Plaintiff is informed and believes, and based thereon alleges that each Defendant sued in this  
6 action, including each Defendant sued by the fictitious names DOES 1 through 20, inclusive, is  
7 responsible and liable in some manner for the occurrences, controversies and damages alleged below.

8 13. All references to "Defendants," "Defendants," "company," "company's," "employer" or any  
9 similar language, whether singular or plural, shall mean "Defendants, and each of them" when used  
10 throughout this complaint.

11 14. At all times herein mentioned, Defendants participated in the doing of the acts and omissions  
12 herein alleged, were acting within the purpose, course and scope of said agency and/or employment  
13 to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were  
14 the agents, managing agents, servants, employees, alter-egos, co-conspirators, joint-venturers,  
15 partners, successors in interest and predecessors in interest of each of the other Defendants.

16 15. At all times herein mentioned, Defendants were acting within the purpose, course and scope  
17 of said agency and/or employment so as to invoke vicarious liability and *respondeat superior* liability  
18 among other theories of liability to hold Defendants liable and responsible for the injuries and damages  
19 to Plaintiff.

20 16. At all times herein mentioned, Defendants were members of and engaged in a joint venture,  
21 partnership and common enterprise, and acting within the purpose, course and scope of, and in pursuit  
22 of, said joint venture, partnership and common enterprise.

23 17. At all times herein mentioned, the acts and omissions of various Defendants contributed to the  
24 various acts and omissions of each and all of the other Defendants in proximately causing the injuries  
25 and damages as herein alleged.

26 18. At all times herein mentioned, Defendants, including Defendants' managing agents, officers  
27 and directors, had advanced knowledge of and/or ratified each and every act or omission complained  
28 throughout this complaint. At all times relevant herein, Defendants and/or their managing agents,

1 officers or directors committed and/or participated in the wrongful acts and omissions complained of  
2 throughout this complaint or ratified such acts and omissions. At all times herein mentioned, the  
3 Defendants aided and abetted the acts and omissions of each and all of the other Defendants in  
4 proximately causing the damages as herein alleged.

5 19. Plaintiff is informed and believes, and based thereon alleges that there exists such a unity of  
6 interest and ownership between Defendants that the individuality and separateness of Defendants have  
7 ceased to exist.

8 20. The business affairs of Defendants are, and at all times relevant hereto were, so mixed and  
9 intermingled that the same cannot reasonably be segregated, and the same are in inextricable  
10 confusion.

11 21. The recognition of the separate existence of any Defendants would not promote injustice, in  
12 that it would permit that Defendants to wrongfully insulate itself from liability to Plaintiff.

13 22. Plaintiff is informed and believes, and based thereon alleges, that at all relevant times there has  
14 existed a unity of interest and ownership between Defendants such that any individuality and  
15 separateness between the entities has ceased.

16 23. Adherence to the fiction of the separate existence of Defendants would permit an abuse of the  
17 corporate privilege, and would promote injustice by protecting Defendants from liability for the  
18 wrongful acts committed by it.

19 24. Plaintiff is informed and believes, and based thereon alleges that Defendants are alter egos of  
20 each other.

21 25. Additionally, per *Labor Code 558.1*, each individual Defendant and DOES 1 through 20 are  
22 liable for their direct causation of wage and hour violations against Plaintiff and other aggrieved  
23 employees.

#### 24 **GENERAL FACTS AND ALLEGATIONS**

25 26. This is an action brought by Plaintiffs COLLIN WOODY and OLIVER CHAMBERLIN  
26 (“Plaintiffs” or “Plaintiff” used interchangeably) pursuant to California statutory, decisional, and  
27 regulatory laws. Plaintiffs were employees of Defendants. Plaintiffs were at all times relevant to this  
28 complaint, employed by Defendants.



1 27. At all relevant times set forth herein, Defendants, jointly and severally, employed Plaintiffs  
2 and other persons as hourly-paid or non-exempt employees within the State of California, including  
3 the County of Los Angeles.

4 28. Plaintiff is informed, believes and thereon alleges that Defendant SILVERLAKE RAMEN,  
5 YK HOLLYWOOD DINING INC, and YK NOHO DINING INC are a restaurant business operating  
6 in California. Individual defendants KIWON YOUN and YOUNG YUN KIM are owners/operators,  
7 officers, and/or managing agents of the business, and are liable jointly and severally for damages  
8 pursuant to Labor Code §558.1.

9 29. Defendants are joint employers and controlled Plaintiffs' wages and working conditions and  
10 suffered or permitted Plaintiffs to work at Defendants' restaurants. Additionally, Defendants are joint  
11 employers within the meaning of Labor Code 2810.3.

12 30. Plaintiff alleges that Defendants were in charge of managing, supervising, and controlling  
13 Plaintiff's and other employees' wages, work hours, pay, and work conditions, along with managing  
14 the day-to-day operations for the business. Therefore, Defendants controlled Plaintiff's (and other  
15 aggrieved employees') employment.

16 31. Defendants have employed Plaintiffs as servers and general restaurant employees. Plaintiff  
17 COLLIN WOODY was employed from approximately December 20, 2023 through approximately  
18 December 11, 2024. Plaintiff OLIVER CHAMBERLIN has been employed between approximately  
19 April 25, 2024 to the present.

20 32. Plaintiff alleges that the Defendants failed to keep track of Plaintiff's and other employees'  
21 actual hours worked. Employees' pay was rounded and inaccurate. This is in violation of the "Records"  
22 section of Wage Order 5 and other wage orders.

23 33. Compliant first and subsequent (when applicable) meal and rest breaks were not afforded. And  
24 most employees' breaks were often short, late, interrupted, or nonexistent due to business demands  
25 (e.g. restaurant customer needs).

26 34. Defendants failed to pay adequate overtime and double overtime despite requiring employees  
27 to work extended shifts between their multiple restaurants. Defendants deliberately tried to circumvent  
28 overtime laws by paying employees from multiple corporate entities despite Defendants' joint

1 employment of their workers.

2 35. Defendants also employed employees for 7 consecutive days without affording proper  
3 overtime and double overtime for those consecutive shifts.

4 36. Further, Plaintiffs allege that the Defendants violated Labor Code §351 *et seq.*, by  
5 implementing an unfair tip-sharing policy, requiring employees to share tips with managers or non-  
6 service staff, thereby depriving employees of their rightful gratuities. Defendants violated Labor Code  
7 §351 by implementing an unfair tip-sharing policy, requiring employees to share tips with managers,  
8 non-service staff, and back-of-house workers, thereby depriving servers of their rightful gratuities.

9 37. Defendants failed to reimburse Plaintiffs and other for their personal cell phones, which  
10 Defendants used to communicate work-related matters.

11 38. Defendants failed to provide Plaintiff's timely and complete final pay upon separation and said  
12 final pay was incomplete.

13 39. Defendants misclassified certain workers (by paying them outside of payroll) as independent  
14 contractors in violation of Labor Code 226.8.

15 40. Plaintiff alleges that California statutory, decisional, and regulatory laws prohibit the conduct  
16 by Defendants herein alleged, and therefore Plaintiff has an entitlement to monetary relief on the basis  
17 that Defendants violated such statutes, decisional law, and regulations.

18 41. Plaintiff alleges that Defendants failed to compensate Plaintiff for all hours worked, missed,  
19 short, late, and/or interrupted meal periods and/or rest breaks.

20 42. Defendants had the authority to hire and terminate Plaintiff, to set work rules and conditions  
21 governing Plaintiff's employment, and to supervise her daily employment activities.

22 43. Defendants directly hired and paid wages to Plaintiffs.

23 44. Plaintiff alleges that at all relevant times, Defendants were each an "employer" of Plaintiff  
24 within the meaning of all applicable California state laws and statutes.

25 45. At all times herein mentioned, Defendants ratified each and every act or omission complained  
26 herein.

27 ///

28 ///

1 **Wage and Hour Allegations:**

2 46. Plaintiff is informed and believes, and based thereon alleges, that Defendants engaged in a  
3 uniform policy of wage abuse against their hourly-paid or non-exempt employees within the State of  
4 California. This uniform policy involved, inter alia, failing to pay them for all hours worked, missed,  
5 short, late, and/or interrupted meal periods, rest breaks, etc. in violation of California law.

6 47. Plaintiff is informed and believes, and based thereon alleges, that at all material times set forth  
7 herein, Defendants were advised by skilled lawyers and other professionals, employees, and advisors  
8 knowledgeable about California and federal labor and wage law and employment and personnel  
9 practices, and about the requirements of California and federal law.

10 48. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should  
11 have known that Plaintiff was entitled to receive certain wages for overtime compensation and that  
12 Plaintiff was not receiving wages for overtime compensation.

13 49. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to provide  
14 Plaintiff the required rest and meal periods during the relevant time period as required under the  
15 Industrial Welfare Commission Wage Orders and thus Plaintiff was entitled to any and all applicable  
16 penalties.

17 50. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should  
18 have known that Plaintiff was entitled to receive all meal periods or payment of one additional hour  
19 of pay at Plaintiff's regular rate of pay when a meal period was missed, and Plaintiff did not receive  
20 all meal periods or payment of one additional hour of pay at Plaintiff's regular rate of pay when a meal  
21 period was missed.

22 51. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should  
23 have known that Plaintiff was entitled to receive all rest periods or payment of one additional hour of  
24 pay at Plaintiff's regular rate of pay when a rest period was missed, and Plaintiff did not receive all  
25 rest periods or payment of one additional hour of pay at Plaintiff's regular rate of pay when a rest  
26 period was missed.

27 52. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should  
28 have known that Plaintiff was entitled to receive all wages owed to him upon discharge or resignation,

1 including overtime, minimum wages, meal and rest period premiums, and Plaintiff did not, in fact,  
2 receive all such wages owed to him at the time of his discharge or resignation.

3 53. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should  
4 have known that Plaintiff was entitled to receive all wages owed to him during his employment.  
5 Plaintiff did not receive payment of all wages, including overtime and minimum wages and meal and  
6 rest period premiums, within any time permissible under California Labor Code section 204.

7 54. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should  
8 have known that Plaintiff was entitled to receive complete and accurate wage statements in accordance  
9 with California law, however Plaintiff did not receive complete and accurate wage statements from  
10 Defendants. The deficiencies included, inter alia, the failure to include the total number of hours  
11 worked by Plaintiff.

12 55. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should  
13 have known that Defendants had to keep complete and accurate payroll records for Plaintiff in  
14 accordance with California law, but, in fact, did not keep complete and accurate payroll records.

15 56. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should  
16 have known that they had a duty to compensate Plaintiff pursuant to California law, and that Defendant  
17 had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed  
18 to do so, and falsely represented to Plaintiff that Plaintiff was properly denied wages, all in order to  
19 increase Defendant's profits.

20 57. Plaintiff alleges that during the time of his employment, these Defendants acted negligently,  
21 recklessly, and/or intentionally to routinely deprive Plaintiff of statutorily mandated rest breaks during  
22 work shifts of four (4) hours or greater. Defendants also intentionally failed to compensate Plaintiff  
23 for those missed rest breaks over the entire period of her employment with Defendants.

24 58. Plaintiff was not properly compensated for his overtime hours and Defendants failed to keep  
25 accurate records of Plaintiff's overtime hours and compensation.

26 59. Defendants, and each of them, violated other provisions of the laws of the State of California,  
27 including Employment Laws and Regulations which provide for a civil penalty to be assessed and  
28 collected by the California Labor and Workforce Development Agency or its various departments,

1 divisions, commissions, boards, agencies, or employees.

2 60. In addition to any other remedies which may be available at law or equity, or as may otherwise  
3 asserted herein, Plaintiff seeks payment of overtime wages and other compensation owed to him, plus  
4 all benefits required pursuant to the laws of the State of California, including Employment Laws and  
5 Regulations, based on the sums withheld from Plaintiff. Plaintiff also seeks recovery of penalties,  
6 attorney's fees, and costs as provided by statute.

7 61. Plaintiff seeks restitution and disgorgement of all sums wrongfully obtained by Defendants  
8 through their unfair business practices in violation of California Business & Professions Code Section  
9 17200 et seq., to prevent Defendants from benefitting from their ongoing unfair practices, and which  
10 sums recovered under the Unfair Competition Act and Unfair Businesses Act are equitable in nature  
11 and are not to be considered damages. Plaintiff is also entitled to costs, attorney's fees, interest and  
12 penalties as provided for by the California Labor Code and California Business & Professions Code.

13 62. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit  
14 the right of any wage claimant to "sue directly . . . for any wages or penalty due to him [or her] under  
15 this article."

16 63. WHEREFORE, Plaintiff requests relief as hereinafter provided.

17 **PRIVATE ATTORNEY GENERAL ACT ("PAGA")**

18 **(Cal. Lab. Code section 2698 et seq.)**

19 64. In 2003, California's Legislature declared that, "staffing levels for state labor law enforcement  
20 agencies have, in general, declined over the last decade and are likely to fail to keep up with the growth  
21 of the labor market in the future. It is therefore in the public interest to provide that civil penalties for  
22 violations of the Labor Code may also be assessed and collected by aggrieved employees acting as  
23 private attorneys general, while also ensuring that state labor law enforcement agencies' enforcement  
24 actions have primacy over any private enforcement efforts undertaken pursuant to this act." *Dunlap v.*  
25 *Superior Court* (2006) 142 Cal.App.4<sup>th</sup> 330, 337-338, citing Stats. 2003. Ch. 906 § 1.

26 65. In response, California's Legislature passed the Private Attorney General Act of 2004  
27 ("PAGA"), which "was adopted to empower aggrieved employees, acting as private attorneys general,  
28 to seek civil penalties for Labor Code violations, penalties which previously could be assessed only

1 by state agencies.” *Dunlap v. Superior Court* (2006) 142 Cal.App.4<sup>th</sup> 330, 336. “Thus, PAGA  
2 empowers or deputizes an aggrieved employee to sue for civil penalties ‘on behalf of himself or herself  
3 and other current or former employees’ as an alternative to enforcement by the LWDA.” Id. At 337  
4 citing to Cal. Lab. Code 2699(a). Class action requirements do not apply to representative actions  
5 brought by one employee on behalf of other current or former employees under the PAGA. *Arias v.*  
6 *Superior Court* (2009) 46 Cal. 4<sup>th</sup> 969, 984.

7 66. Prior to bringing the action, the aggrieved employee shall give written notice by certified mail  
8 to the Labor and Workforce Development Agency and the employer of the specific provisions of this  
9 code alleged to have been violated, including the facts and theories to support the alleged violation.  
10 *Cal. Lab. Code* 2699.3 (c)(1). The agency shall notify the employer and the aggrieved employee or  
11 representative by certified mail that it does not intend to investigate the alleged violation within 60  
12 calendar days of the postmark date of the notice received pursuant to paragraph (1). Upon receipt of  
13 that notice or if no notice is provided within 65 calendar days of the postmark date of the notice given  
14 pursuant to paragraph (1), the aggrieved employee may commence a civil action pursuant to Section  
15 2699.

16 67. The aggrieved employee is entitled to keep 25% of the civil penalties recovered in the PAGA  
17 action and the remaining 75% goes to the Labor and Workforce Development Agency. *Cal. Lab. Code*  
18 2699(i).

19 68. On January 1, 2025, Plaintiffs COLLIN WOODY and OLIVER CHAMBERLIN filed a PAGA  
20 Notice Letter with the Labor and Workforce Development Agency (“LWDA”), and served written  
21 notice by certified mail to the employers (Defendants)(on 12/31/2024), of the specific conditions of  
22 the codes alleged to have been violated, including the facts and theories to support the alleged  
23 violations. Attached hereto as “**EXHIBIT A**”, is a true and correct copy of Plaintiffs’ PAGA Notice  
24 Letter.

25 **FIRST CAUSE OF ACTION AGAINST ALL DEFENDANTS**

26 **(Violation of the Private Attorneys General Act, California Labor Code § 2698 *et seq.*)**

27 69. Plaintiffs hereby incorporate all other paragraphs of this complaint herein as if set forth in full.

28 70. Plaintiffs seek civil penalties for the above acts, which violate the California Labor Code, under

1 the Private Attorneys General Act (“PAGA”), Cal. Labor Code § 2698 *et seq.*

2 71. Plaintiffs are “aggrieved employees” under PAGA, as he was employed by Defendants during  
3 the applicable statutory period and suffered one or more of the Labor Code violations set forth herein.  
4 Accordingly, Plaintiffs seek to recover on behalf of themselves and all other current and former  
5 aggrieved employees of Defendants, the civil penalties provided by PAGA, plus reasonable attorneys’  
6 fees and costs.

7 72. Plaintiffs seek to recover the PAGA civil penalties through a representative action permitted  
8 by PAGA and the *California Supreme Court in Arias v. Superior Court*, (2009) 46 Cal.4<sup>th</sup> 969.  
9 Therefore, class certification of the PAGA claims is not required.

10 73. Plaintiffs seek civil penalties pursuant to PAGA for violations of the following Labor Code  
11 provisions:

- 12 a. failure to provide prompt payment of wages to employees upon termination and resignation  
13 in violation of Labor Code § 201, 202, 203;
- 14 b. failure to provide itemized wage statements to employees in violation of Labor Code §§  
15 226(a), 1174, and 1174.5;
- 16 c. failure to provide meal and rest periods in violation of all applicable IWC wage orders and  
17 Labor Code §§ 1174 and 1174.5;
- 18 d. failure to pay overtime wages in violation of all applicable IWC wage orders and Labor  
19 Code §§ 510, 558, 1194;
- 20 e. failure to provide unpaid balance of full amount of overtime compensation in violation of  
21 Labor Code section 1194 and 2698 *et seq.*;
- 22 f. failure to pay minimum wage in violation of all applicable IWC wage orders and Labor  
23 Code §§ 1182.12, 1194, and 1197;
- 24 g. Violation of Labor Code section 1199 (a) and (c) and 2699.5 *et seq.*;
- 25 h. failure to reimburse employees for all reasonably necessary expenditures and losses  
26 incurred by employees in direct consequence of the discharge of their duties and other  
27 work-related expenses, in violation of Labor Code section 2802;
- 28 i. failure to provide itemized wage statements to employees in violation of Labor Code

1 section 226(a); and

2 j. Violation of Labor Code 226.8 by misclassifying its employees as independent contractors;

3 k. Violation of Labor Code section 204 for Payment of wages; frequency;

4 l. Violations of California Labor Code sections 201; 202; 203; 204, 226 *et seq.*; 226.8; 432.5;  
5 450; 226.7; 510, 558, 512; 1174; 1174.5; 2802; and all applicable IWC wage orders.

6 74. On January 1, 2025, Plaintiffs COLLIN WOODY and OLIVER CHAMBERLIN filed a PAGA  
7 Notice Letter with the Labor and Workforce Development Agency (“LWDA”), and served written  
8 notice by certified mail to the employers (Defendants)(on 12/31/2024), of the specific conditions of  
9 the codes alleged to have been violated, including the facts and theories to support the alleged  
10 violations. Attached hereto as “**EXHIBIT A**”, is a true and correct copy of Plaintiffs’ PAGA Notice  
11 Letter.

12 75. The LWDA did not provide notice of its intention to investigate Defendants’ alleged violations  
13 within sixty-five (65) calendar days of the postmark date of the notice sent by Plaintiff. *See* Cal. Labor  
14 Code section 2699.3(a)(2)(A).

15 76. With respect to violations of Labor Code section 226(a), Labor Code section 226.3 imposes a  
16 civil penalty in addition to any other penalty provided by law of two hundred fifty dollars (\$250) per  
17 aggrieved employee for the first violation, and one thousand dollars (\$1,000) per aggrieved employee  
18 for each subsequent violation of Labor Code section 226(a).

19 77. With respect to violations of Labor Code sections 510, 512, Labor Code section 558 imposes  
20 a civil penalty in addition to any other penalty provided by law of fifty dollars (\$50) for initial  
21 violations for each unpaid employee for each pay period for which the employee was underpaid in  
22 addition to an amount sufficient to recover underpaid wages, and one hundred dollars (\$100) for  
23 subsequent violations for each underpaid employee for each pay period for which the employee was  
24 underpaid in addition to an amount sufficient to recover underpaid wages.

25 78. Moreover, Plaintiff seeks civil penalties in the amount of unpaid wages owed to aggrieved  
26 employees pursuant to Labor Code section 558(a)(3).

27 79. With respect to violations of Labor Code section 1174, Labor Code section 1174.5 imposes a  
28 civil penalty of \$500.



1 80. Labor Code section 2699 *et seq.* imposes a civil penalty of one hundred dollars (\$100) per pay  
2 period, per aggrieved employee for initial violations, and two hundred dollars (\$200) pay period, per  
3 aggrieved employee for subsequent violations for all Labor Code provisions for which a civil penalty  
4 is not specifically provided, including Labor Code sections 226.7, 226.8, 1174, 1182.12, 1194, 1197,  
5 1198, and 2802.

6 81. WHEREFORE, Plaintiff requests relief as hereafter provided.

7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiffs pray for judgment against all Defendants as follows:

- 9 1. For general and special damages, according to proof, on all causes of action for which  
10 such damages are available, in an amount not less than \$5,000,000;
- 11 2. For additional compensatory damages for Plaintiff's emotional pain and suffering, in  
12 an amount to be proven at trial, in an amount not less than \$50,000;
- 13 3. That Defendants are found to have violated the above-referenced provisions of the  
14 Labor Code and IWC Wage Orders;
- 15 4. That Defendants' actions are found to be willful and/or in bad faith to the extent  
16 necessary under Sections 201, 202 and 203 of the Labor Code for failure to pay all  
17 compensation owed at the time of separation, as to Section 226 of the Labor Code for  
18 willful failure to provide the required accurate and itemized wage statements;
- 19 5. An award of statutory penalties because of Defendants' failure to provide Plaintiff  
20 with itemized wage statements that comply with the requirements of Labor Code §  
21 226 and because of Defendants' failure to pay all wages due upon the date of his  
22 termination, subject to proof at trial;
- 23 6. For Statutory penalties under Labor Code Section 226.8;
- 24 7. For prejudgment interest at the legal rate pursuant to California Labor Code section  
25 218.6 and other applicable sections;
- 26 8. For lost earnings;
- 27 9. For liquidated damages in an amount to be ascertained at trial;
- 28 10. For all other penalties as required by law;

11. For costs of suit incurred herein;
12. For Labor Code penalties pursuant to Business & Professions Code § 17202;
13. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and (g);
14. For injunctive relief pursuant to California Labor Code sections 2699(e) (1) & (k) (1);
15. For reasonable attorney's fees pursuant to California Labor Code section 218.5 and other applicable sections; and
16. For such further relief as is appropriate in the interest of justice.

DATED: March 12, 2025

**SIRMABEKIAN LAW FIRM, PC**

By:   
Sarkis Sirmabekian, Esq.  
Attorney for Plaintiffs

# **EXHIBIT A**



**SIRMABEKIAN**  
LAW FIRM

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**contact@slawla.com**  
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December 31, 2024

Silverlake Ramen  
5608 Van Nuys Blvd  
Van Nuys, CA 91401

*via U.S. Certified Mail*

Silverlake Ramen  
7821 Edinger Ave Ste 118  
Huntington Beach, CA 92647

*via U.S. Certified Mail*

YK Hollywood Dining Inc  
5608 Van Nuys Blvd  
Van Nuys, CA 91401

*via U.S. Certified Mail*

YK NOHO Dining Inc  
7821 Edinger Ave Ste 118  
Huntington Beach, CA 92647

*via U.S. Certified Mail*

Young Yun Kim  
7821 Edinger Ave Ste 118  
Huntington Beach, CA 92647

*via U.S. Certified Mail*

Kiwon Youn  
3660 Wilshire Blvd Ste 512  
Los Angeles, CA 90010

*via U.S. Certified Mail*

Labor and Workforce Development Agency  
("LWDA")  
Department of Industrial Relations  
Accounting Unit  
455 Golden Gate Avenue, 10th Floor  
San Francisco, CA 94102

*filed/served online at:*  
<http://www.dir.ca.gov>

**RE: Collin Keaton Woody's and Oliver Chamberlin's Notice of Labor Code Violations  
Pursuant to California Labor Code Section 2699 *et seq.* ("PAGA")**

Dear Sir or Madam:

Please be advised that COLLIN KEATON WOODY and OLIVER CHAMBERLIN (hereinafter "Plaintiff" or "Plaintiffs" used interchangeably) have retained the Sirmabekian Law Firm, PC to represent him and other aggrieved employees for various California Labor Code

violations including wage and hour claims against SILVERLAKE RAMEN, YK HOLLYWOOD DINING INC, YK NOHO DINING INC, YOUNG YUN KIM and KIWON YOUN (hereafter referred to as “Employer,” “Defendants,” or “You” and/or referred to with “Your” and “Yours”, and “EMPLOYER” or “DEFENDANTS”).

EMPLOYER is hereby on notice that Plaintiff seeks compensation and all other available relief. Pursuant to the procedures specified in California Labor Code *Section 2699.3*, Plaintiff claims that EMPLOYER has violated, and/or caused to be violated, several Labor Code provisions, and is therefore liable for civil penalties under California Labor Code § 2698 *et seq.*

The scope of this PAGA letter is intended to include Plaintiff and all other aggrieved employees of all positions against whom the below labor law violations have been committed. The scope includes each employee of each employer named above, whether or not such employee was also employed by any of the remaining employers. Plaintiff and other aggrieved employees engaged in working as servers, cooks, food preparers, greeters, cleaners, dishwashers, porters, food runners, laborers and other positions for Defendants.

Defendant SILVERLAKE RAMEN, YK HOLLYWOOD DINING INC, and YK NOHO DINING INC are a restaurant business operating in California. Defendants YOUNG YUN KIM and KIWON YOUN are owners/operators, officers, and/or managing agents of the business and are liable jointly and severally for damages pursuant to Labor Code §558.1.

DEFENDANTS are joint employers and controlled Plaintiffs’ wages and working conditions and suffered or permitted Plaintiffs to work at DEFENDANTS’ restaurants. Additionally, DEFENDANTS are joint employers within the meaning of Labor Code 2810.3

Plaintiff alleges that Defendants were in charge of managing, supervising, and controlling Plaintiff’s and other employees’ wages, work hours, pay, and work conditions, along with managing the day-to-day operations of the business. Therefore, Defendants controlled the employment of Plaintiff and other aggrieved employees.

Defendants have employed Plaintiffs as a servers and general restaurant employees. Collin Keaton Woody was employed from approximately December 20, 2023 to approximately December 11, 2024. Oliver Chamberlin has been employed approximately between April 25, 2024 to present. Below are facts supporting allegations of Defendants’ labor code violations against Plaintiff and other employees:

- Defendants failed to keep track of Plaintiff’s and other employees’ actual hours worked. Employees’ pay was rounded and inaccurate. This is in violation of the "Records" section of Wage Order 5 and other wage orders.

- Compliant first and subsequent (when applicable) meal and rest breaks were not afforded. And most others’ breaks were often short, late, interrupted, or nonexistent due to business demands (e.g. restaurant customer needs).

- Defendants failed to pay adequate overtime and double overtime despite requiring employees to work extended shifts between their multiple restaurants. Defendants deliberately tried to circumvent overtime laws by paying employees from multiple corporate entities despite Defendants’ joint employment of their workers.

- Defendants also employed employees for 7 consecutive days without affording proper overtime and double overtime for those consecutive shifts.

Defendants violated Labor Code §351, et seq, by implementing an unfair tip-sharing policy, requiring employees to share tips with managers or non-service staff, thereby depriving employees of their rightful gratuities. Defendants violated Labor Code §351 by implementing an unfair tip-sharing policy, requiring employees to share tips with managers, non-service staff, and back-of-house workers, thereby depriving servers of their rightful gratuities.

- Defendants failed to reimburse Plaintiff and other for their personal cell phones, which Defendants used to communicate work-related matters.

- Defendants failed to provide Plaintiff's timely and complete final pay upon separation and said final pay was incomplete.

- Defendants misclassified certain workers (by paying them outside of payroll) as independent contractors in violation of Labor Code 226.8.

- Defendants violated these and other labor laws as described throughout this letter.

The term “aggrieved employees” is broadly defined as all employees of either Defendant, regardless of exempt or non-exempt status, and regardless of whether such employee was also employed by the remaining Defendants. This definition includes all employees, not just those in the Plaintiff's position.

EMPLOYER deprived Plaintiff and other aggrieved employees of certain protections of the Industrial Welfare Commission Orders, including overtime pay, minimum wage, meal and rest periods, and sick pay and failure to reimburse under Labor Code 2802, among numerous other California Labor Code violations. Many other aggrieved employees were also treated as exempt from those protections.

Plaintiff and other aggrieved employees primarily engage(d) in duties that failed to meet the requirements of the various exemptions. They lacked the requisite discretion and independent judgment required by the labor code and the IWC Orders (without limitation) to qualify as exempt from various labor law protections. By misclassifying aggrieved employees, EMPLOYER deprived them of many protections.

#### **Unlawful Failure to Pay Overtime**

EMPLOYER fails to maintain a policy that compensates Plaintiff and other employees for all hours worked, including overtime. Specifically, EMPLOYER only pays employees for the majority of time that they spend at work. Many employees, including Plaintiff, routinely worked work over eight (8) hours per day and/or forty (40) hours per week but are not paid one and one-half their regular rate of pay for overtime work. As a result of violations of California Labor Code §§ 510, 1194, and applicable Industrial Welfare Commission Wage Orders for failure to pay overtime, EMPLOYER is liable for civil penalties pursuant to California Labor Code §§ 558 and 2698 *et seq.*

#### **Unlawful Failure to Provide Unpaid Balance of Full Amount of Overtime Compensation**

As described above, EMPLOYER has required employees to work hours in excess of eight hours in a day and forty hours in a week as a result of working their regular shifts, but EMPLOYER has not paid these employees overtime compensation. Here, Defendants failed to keep track of Plaintiff's and other employees' actual hours worked. Employees' pay was rounded and inaccurate. This is in violation of the "Records" section of Wage Order 5 and other wage orders. As a result, Plaintiff and other employees have been denied “the unpaid balance of the

full amount of this ... overtime compensation” as required by California Labor Code § 1194, and EMPLOYER is liable for civil penalties pursuant to California Labor Code § 2698 *et seq.*

#### **Unlawful Failure to Pay Minimum Wage**

EMPLOYER has failed to maintain a policy that compensates Plaintiff and other employees an amount equal to or greater than the minimum wage for all hours worked, as required by California Labor Code §§ 1194, 1197, 1197.1 and applicable Industrial Welfare Commission Wage Orders. All hours must be paid at the statutory or agreed rate and no part of this rate may be used as a credit against a minimum wage obligation. EMPLOYER did not compensate Plaintiff and other employees for time spent working off the clock. Here, Defendants failed to keep track of Plaintiff's and other employees' actual hours worked. Employees' pay was rounded and inaccurate. This is in violation of the "Records" section of Wage Order 2, 4, 5, 16, 17 and other wage orders. As a result of violations of California Labor Code §§ 1194, 1197, 1197.1 and applicable Industrial Welfare Commission Wage Orders, for failure to pay minimum wage, EMPLOYER is liable for civil penalties pursuant to California Labor Code §§ 558, 1197.1, and 2698 *et seq.*

#### **Unlawful Failure to Provide Uninterrupted Off-Duty Meal Periods**

EMPLOYER has failed to maintain a policy that provides Plaintiff and other employees with off-duty meal periods as required by California law. Plaintiff and similarly situated employees regularly worked in excess of five (5) hours a day without being provided at least half-hour meal periods in which they were relieved of all duties, as required by Labor Code §§ 226.7, 512, and applicable Industrial Welfare Commission Wage Orders. EMPLOYER failed to pay Plaintiff and other employees the premium compensation mandated by Labor Code § 226.7(b) for these missed meal periods. Some employees were also due a second meal break as they worked in excess of ten (10) hours. They would be required to work through their meal breaks, or take short meal breaks, and no premium compensation was provided. They would be required to work through their meal breaks, or take short meal breaks, and no premium compensation was provided. Many employees, including Plaintiff, were forced to skip or take untimely breaks without appropriate compensation. Here, Defendants afforded employees no compliant meal and rest breaks. As a result of violations of California Labor Code §§ 226.7 and 512 and applicable Industrial Welfare Commission Wage Orders, EMPLOYER is liable for civil penalties pursuant to California Labor Code §§ 558 and 2698 *et seq.*

#### **Unlawful Failure to Provide Uninterrupted Off-Duty Rest Periods**

EMPLOYER has failed to maintain a policy that provides Plaintiff and other employees with off-duty rest periods as required by California law. Plaintiff and other employees regularly worked in excess of 3.5 hours or major fraction thereof during work days without being provided at least a ten-minute rest period in which they were relieved of all duties, as required by Labor Code §§ 226.7, 512 and applicable Wage Orders. EMPLOYER failed to pay Plaintiff and other employees the premium compensation mandated by Labor Code § 226.7(b) for these missed rest periods. Many employees, including Plaintiff, were forced to skip or take untimely rest breaks without appropriate compensation. Here, Defendants afforded employees no compliant meal and rest breaks. As a result of violations of California Labor Code §§ 226.7, 512 and applicable Industrial Welfare Commission Wage Orders, EMPLOYER is liable for civil penalties pursuant to California Labor Code §§ 558 and 2698 *et seq.*

### **Unlawful Failure to Reimburse Expenses**

EMPLOYER has failed to indemnify Plaintiff and other employees for all necessary expenditures or losses incurred by Plaintiff. Here, Defendants failed to reimburse their employees for reasonable business expenses. California Labor Code § 2802 requires the employer to indemnify employees for all necessary expenditures or losses incurred by employees in direct consequence of the discharge their duties. As a result of violations of California Labor Code § 2802, EMPLOYER is liable for civil penalties pursuant to California Labor Code §§ 558, 2802 and 2698 *et seq.*

### **Unlawful Failure to Furnish Wage Statements**

EMPLOYER has violated California Labor Code § 226(a) by willfully failing to furnish Plaintiff and other employees with required wage statement information. As a result of violations of California Labor Code § 226(a), EMPLOYER is liable for civil penalties pursuant to California Labor Code Labor Code §§ 226.3 and 2698 *et seq.*

Every employer shall, semimonthly or at the time of each payment of wages, furnish each of her or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of her or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

Here, Defendants' wage statements were inaccurate. Further, Defendants unfair rounding of employees' hours resulted in an underpayment of wages to their employees. As a result of violations of California Labor Code § 226(a), EMPLOYER is liable for civil penalties pursuant to California Labor Code Labor Code §§ 226.3 and 2698 *et seq.*

### **Unlawful Failure to Keep Accurate Payroll Records of Daily Hours Worked**

EMPLOYER has failed to keep payroll records showing total hours worked and wages paid to Plaintiff and other employees. Under California Labor Code § 1174(d), employers must keep "payroll records showing the hours worked daily by and the wages paid to ... employees". Because EMPLOYER did not keep complete and accurate time records reflecting hours worked for Plaintiff and other employees, including, but not limited to, beginning work prior to the start



of their shifts, working after the end of their shifts, and missed/short/late rest and meal breaks, it is liable for civil penalties pursuant to California Labor Code §2698 *et seq.* Section 6 or 7 of the applicable wage order requires the recording of this time. EMPLOYER would not keep track of action time. Instead, Defendants unfairly rounded employees' hours, which resulted in underpayment of wages to their employees. To the extent that EMPLOYER's failure to keep accurate payroll records was willful, it is liable for civil penalties under California Labor Code § 1174.5.

### **Unlawful Violation of California Labor Code § 1199**

Under California Labor Code §§ 1199(a) and (c) and 2699.5 *et seq.*, an employer who "requires or causes any employee to work for longer hours than those fixed" or "violates or refuses or neglects to comply with any provision of" the Labor Code regarding employees' wages, hours, and working conditions, is subject to PAGA penalties. As described above, EMPLOYER has required Plaintiff and other employees to work hours in excess of eight (8) in a day and forty (40) in a week (thereby violating § 1199(a)), failed to provide adequate rest and meal breaks, failed to pay minimum wage and has violated numerous provisions of the Labor Code pertaining to employee wages and hours (thereby violating § 1199(b)). Accordingly, EMPLOYER is liable for civil penalties pursuant to California Labor Code § 2698 *et seq.*

### **Misclassification of Employees**

It is unlawful for any person or employer to willfully misclassify an individual as an independent contractor. Cal. Lab. Code § 226.8(a)(1). This permits Plaintiff to recover a civil penalty from five thousand dollars (\$5,000) to twenty-five thousand dollars (\$25,000) for each violation, in addition to any other penalties or fines permitted by law. Cal. Lab. Code § 226.8(b)-(c). Here, Defendants misclassified Plaintiff and others as independent contractors, sometimes paying them outside of payroll or partially in cash. Defendants paid certain employees in cash and outside of payroll, as independent contractors, thereby depriving employees of wage statements and other labor law protections. As such, Defendants violated California Labor Code § 226.8 and numerous other Labor Code sections. Plaintiff and others were always employees as evidenced by the following facts: Plaintiff's position required her to work for EMPLOYER, among many other duties which were directly related to the services provided by EMPLOYER. EMPLOYER supplied the instrumentalities, tools, and the place for the employees to do their work (all work was done under EMPLOYER's supervision; the employees' investment in the equipment or materials required were limited or non-existent; no special skills were required of the employees; the employees' services were to be performed for a long period of time with a high degree of permanence in the working relationship; and the parties believed they were maintaining an employer-employee relationship.).

### **Unlawful Failure to Pay Wages Due Upon Termination**

EMPLOYER has violated California Labor Code §§ 201 and 202 by willfully failing to pay all compensation due and owing to Plaintiff and other employees at the time employment was terminated, EMPLOYER willfully failed to pay Plaintiff and other employees who are no longer employed by it all compensation due upon termination of employment as required under California Labor Code §§ 201 and 202 including, but not limited to, missing wages due to inaccurate tracking of employees' time records and failing to properly track their hours worked and premium pay for missed/short/late meal and rest breaks. Here, Defendants failed to provide Plaintiff's final pay upon separation. Plaintiff and other employees are now also entitled to

recover up to thirty (30) days of wages due to EMPLOYER's "willful" failure to comply with the statutory requirements of sections 201 and 202 of the Labor Code. Additionally, because EMPLOYER violated California Labor Code §§ 201, 201and 203 of the Labor Code, EMPLOYER is liable for civil penalties pursuant to California Labor Code § 2698 *et seq.*

### **Mandated Seating**

Defendants were required to provide Plaintiff (and the other aggrieved employees encompassed by Plaintiff's PAGA Notice Letter) with the seating required under the applicable Industrial Wage Order ("IWO"). In violation of the applicable IWO, Defendants have adopted and continue to adopt a custom and practice of failing to provide its current and former Employees with: 1) Suitable seating when the nature of the Employees' work reasonably permits use of seats and 2) Suitable seating in reasonable proximity to Employee's work areas for use by Employees when a) they are not engaged in active duty, b) their work requires standing and c) such seats would not interfere with the performance of their duties.

### **Unlawful Failure to Pay Timely Wages**

EMPLOYER has failed to timely pay wages to employees as required by California Labor Code section 204. Specifically, the employer has engaged in a pattern and practice of paying employees later than the established paydays, failing to pay wages earned in the current pay period by the required due date. This includes but is not limited to instances where employees were required to work off-the-clock without compensation, or where wages earned, including overtime and other premium pay such as meal and rest break premiums, were not timely paid. These practices have resulted in the systematic delay of wages owed to employees, causing financial hardship and detriment to their economic security.

### **Injunctive Relief**

Plaintiff seeks injunctive relief pursuant to Labor Code sections 2699(e)(1) and 2699(k)(1) to prevent Defendant from continuing its unlawful employment practices. Specifically, Claimant requests the Court to enjoin Defendant from committing further violations of the California Labor Code, including but not limited to the violations of wage payment provisions. Plaintiff also seeks any additional equitable relief necessary to enforce the provisions of the Labor Code and ensure compliance with California labor laws, in order to protect the rights of the Plaintiff and similarly aggrieved employees.

### **Conclusion**

EMPLOYER has violated or has caused to be violated a number of California wage and hour laws. Plaintiff therefore intends to file civil claims for the aforementioned violations of the Labor Code and other law. Plaintiff requests the agency review this notice per PAGA's provisions.

Sincerely,

**SIRMABEKIAN LAW FIRM, PC**

A handwritten signature in black ink, appearing to read 'Sarkis Sirmabekian', with a stylized flourish at the end.

Sarkis Sirmabekian, Esq.



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## Thank you for submission of your PAGA Case.

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**LWDA DO NOT REPLY** <lwdadonotreply@dir.ca.gov>

Wed, Jan 1, 2025 at 7:30 PM

To: "sarkis@slawla.com" <sarkis@slawla.com>

1/1/2025

LWDA Case No. LWDA-CM-1070244-25

Law Firm : Sirmabekian Law Firm, PC

Plaintiff Name : Collin Keaton Woody, Oliver Chamberlin

Employer: Silverlake Ramen

Filing Fee : \$75.00

IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to [pagainfo@dir.ca.gov](mailto:pagainfo@dir.ca.gov).

DIR PAGA Unit on behalf of  
Labor and Workforce Development Agency

Website: [http://labor.ca.gov/Private\\_Attorneys\\_General\\_Act.htm](http://labor.ca.gov/Private_Attorneys_General_Act.htm)