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David W. Slayton,
Executive Officer/Clerk of Court,
By G. Delgado, Deputy Clerk

Attorney for Plaintiff Keshone Sullivan

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

KESHONE SULLIVAN, individually, and on
behalf of all other similarly situated employees of
Defendants,

Plaintiff,

v.

HAROLD'S CHICKEN WEST COAST, LLC, a
California limited liability company; HAROLD'S
CHICKEN WEST COAST-CULVER CITY,
LLC, a California limited liability company;
CHASITY CLARK, an individual; and DOES 1
through 50, inclusive;

Defendants.

Case No.: 26STCV07189

[Unlimited Civil Action

Amount Exceeds \$35,000]

**COMPLAINT FOR DAMAGES,
PENALTIES, RESTITUTION, AND
INJUNCTIVE RELIEF:**

1. Failure to Pay All Minimum, Regular, Overtime, and/or Double Time Wages;
2. Failure to Provide Compliant Meal Periods and/or Pay Premium Wages;
3. Failure to Authorize or Permit Compliant Rest Periods and/or Pay Premium Wages;
4. Failure to Timely Pay All Wages Due and Owing Upon Separation of Employment and/or the Required Waiting Time Penalties;
5. Failure to Furnish Accurate Itemized Wage Statements;
6. Failure to Maintain Accurate Records;
7. Failure to Reimburse for Business Expenses;
8. Retaliation;
9. Violation of California's Unfair Competition Law; and
10. Claims for Civil Penalties Under the Private Attorneys General Act

JURY TRIAL DEMANDED

1 Plaintiff Keshone Sullivan (“Plaintiff”) brings this individual, putative class, and representative
2 action against Defendants Harold’s Chicken West Coast, LLC, Harold’s Chicken West Coast-Culver City,
3 LLC, and Chasity Clark (collectively “Defendants”), and DOES 1 through 50, inclusive, on the following
4 grounds:

5 **INTRODUCTION**

6 1. This is an individual, putative class and representative action brought by Plaintiff on behalf
7 of himself and all other similarly situated current and former non-exempt employees of Defendants who
8 performed work in California during the relevant period.

9 2. This action is brought pursuant to California Code of Civil Procedure section 382 as a class
10 action, and pursuant to Labor Code sections 2698, et seq. as a representative action under the Private
11 Attorneys General Act (“PAGA”) on behalf of all current and former non-exempt employees of
12 Defendants in the State of California who were misclassified as exempt employees and/or suffered wage
13 and hour violations during the applicable limitations period (“Aggrieved Employees”).

14 3. Defendants operate restaurants serving fried chicken in Hollywood and Culver City,
15 California. Defendants systematically misclassified Plaintiff and other similarly situated employees as
16 exempt from overtime pay despite these employees performing non-exempt duties. Defendants further
17 failed to pay all minimum, regular, overtime, and double time wages; failed to provide compliant meal
18 and rest periods and/or pay premium wages; failed to timely pay final wages upon separation; failed to
19 furnish accurate wage statements; failed to maintain accurate records; and failed to reimburse business
20 expenses.

21 **JURISDICTION AND VENUE**

22 4. This Court has jurisdiction over this action pursuant to Code of Civil Procedure § 410.10.
23 Pursuant to Code of Civil Procedure § 382 and Business & Professions Code § 17203, Plaintiff brings this
24 action on behalf of himself and all other current and former similarly situated employees.

25 5. This Court has personal jurisdiction over Defendants because Defendants conduct business
26 in California and have caused injuries in Los Angeles County through their acts, omissions, and violations
27 of the Labor Code and Business & Professions Code.

28 6. Venue is proper in this judicial district pursuant to Code of Civil Procedure § 395(a).

Defendants transact business in Los Angeles County, and the unlawful acts alleged herein have a direct effect on Plaintiff and all other similarly situated employees within Los Angeles County and throughout California.

7. Pursuant to Rule 3.400 of the California Rules of Court, this case shall be deemed a complex action because it is filed as a class action that involves specialized case management, extensive discovery, and difficult and/or novel issues.

THE PARTIES

I. PLAINTIFF

8. Plaintiff Keshone Sullivan is a resident of Los Angeles County. He was employed by Defendants from approximately August 2025 to October 20, 2025, as Kitchen Manager at Defendants' Hollywood location. Plaintiff was initially hired as a non-exempt hourly employee at \$27.00 per hour but was improperly reclassified as exempt after his first week to avoid paying overtime wages. Plaintiff was paid approximately \$1,100 per week via Zelle payments from Defendants' personal accounts rather than through formal payroll. Plaintiff typically worked in excess of eight hours daily and/or 40 hours weekly, including shifts of 12.99 and 13.73 hours, but was not compensated all minimum, regular, overtime, and/or double time wages. Plaintiff was completely unpaid for his first week of work totaling approximately 60 hours. Plaintiff regularly performed uncompensated off-the-clock work and was required to work on scheduled days off without compensation. Plaintiff was not provided compliant meal and rest periods and/or paid premium wages. Plaintiff was not timely paid all wages due upon separation, was not furnished accurate itemized wage statements, and was not reimbursed for necessary business expenses including mileage and vehicle costs. Plaintiff is a member of the class and sub-class defined herein, is an "aggrieved employee" as defined by Labor Code § 2699(c), and has complied with all requirements outlined in Labor Code §§ 2698, et seq., including providing written notice to the California Labor and Workforce Development Agency and to Defendants on December 11, 2025.

II. DEFENDANTS

9. Defendant Harold's Chicken West Coast, LLC is a California limited liability company formed on March 9, 2017 (Entity Number 201708010017), operating a restaurant at 6523 Hollywood Boulevard, Los Angeles, California 90028-6209. Its principal address is 6513 Hollywood Boulevard,

Suite 213, Los Angeles, California 90028. The registered agent for service is Chasity Clark at 6513 Hollywood Boulevard, Suite 212, Los Angeles, California 90028.

10. Defendant Harold's Chicken West Coast-Culver City, LLC is a California limited liability company formed on August 8, 2021 (Entity Number 202122210718), operating a restaurant at 6000 Sepulveda Boulevard, Suite 1305, Culver City, California 90230. Its principal address is 6513 Hollywood Boulevard, Suite 213, Los Angeles, California 90028. The registered agent for service is Chasity Clark at 6513 Hollywood Boulevard, Suite 213, Los Angeles, California 90028.

11. Defendant Chasity Clark is an individual who, at all relevant times, acted as owner, chief executive officer, manager, and direct supervisor of Plaintiff and other similarly situated employees. Defendant Clark exercised control over employment policies, practices, wages, hours, and working conditions. Her business addresses are 6513 Hollywood Boulevard, Suite 212, Los Angeles, California 90028, and 21180 Lopez Street, Woodland Hills, California 91364.

12. The true names and capacities of Defendants Does 1 through 50 are unknown to Plaintiff, who sues these Defendants by fictitious names pursuant to Code of Civil Procedure § 474. At all times mentioned herein, each Defendant acted as an agent, servant, employee, or alter-ego of the other Defendants within the course and scope of such agency. There was a unity of interest and ownership between Defendants such that all acted as a single employer. Each Defendant exercised supervision and control over wages, hours, and/or working conditions of Plaintiff and all similarly situated employees and is jointly and severally liable for each violation alleged herein.

FACTUAL ALLEGATIONS

13. Plaintiff realleges and incorporates by reference all paragraphs of this Complaint.

14. Plaintiff was employed by Defendants from approximately August 2025 through October 20, 2025, as Kitchen Manager at the Hollywood location. His job duties included overseeing restaurant orders, back-of-house staff, cost control, inventory management, hiring and scheduling, kitchen operations, cleaning, making supply runs, cashing out servers, and assisting guests. Plaintiff reported directly to Defendant Chasity Clark.

15. Plaintiff was initially hired as a non-exempt hourly employee at \$27.00 per hour. During his first week in August 2025, he worked approximately 60 hours but was never paid for this work. After

1 his first week, Defendant Clark verbally informed Plaintiff, "I'm just going to make you salary for now.
2 That way I pay you the same amount every week." Defendant Clark explicitly stated this change was made
3 to avoid paying overtime wages for hours worked in excess of eight hours daily and/or 40 hours weekly.

4 16. Following this verbal reclassification, Plaintiff was paid approximately \$1,100 per week
5 via Zelle payments from Defendant Clark's personal account. Defendant Clark explicitly stated she
6 preferred to pay "under the table" to "get a tax break." These payments were not made through formal
7 payroll with proper tax withholdings or reporting. Despite being reclassified as "exempt salary," Plaintiff
8 was still required to clock in and out in Defendants' "Toast" timekeeping system.

9 17. Defendants willfully misclassified Plaintiff and, on information and belief, other similarly
10 situated and/or Aggrieved Employees as exempt employees. At no time was Plaintiff employed in an
11 executive, administrative, or professional exempt capacity. Plaintiff did not manage Defendants' business
12 or a recognized subdivision, nor did he have authority to hire or fire employees. Plaintiff was not primarily
13 engaged in work directly related to management policies or general business operations. Plaintiff was not
14 permitted to exercise discretion and independent judgment in performing the majority of his job duties.
15 Plaintiff was not required to have advanced knowledge in a field of science or learning customarily
16 acquired by prolonged specialized intellectual instruction. Therefore, Defendants willfully and improperly
17 misclassified Plaintiff and other similarly situated and/or Aggrieved Employees to avoid paying overtime
18 wages and providing protections required by California law.

19 18. During his first two weeks, Plaintiff regularly worked between 50 and 60 hours per week
20 without overtime compensation. Defendants' Toast system records show that during the week of August
21 26-31, 2025, Plaintiff worked 58.56 total hours, including shifts of 12.99 hours on August 26 and 13.73
22 hours on August 28, 2025, triggering both daily overtime and double-time pay. Plaintiff was not paid any
23 overtime or double-time premium wages.

24 19. Throughout his employment, Plaintiff regularly performed uncompensated work for at
25 least one hour or more per day before clocking in and after clocking out, including cleaning and making
26 supply runs. This off-the-clock work occurred regularly and was never recorded in the Toast system.
27 Additionally, Plaintiff was frequently called into work on his scheduled days off (Mondays and Tuesdays)
28 to perform one to three hours of work to "make sure the kitchen was running correctly." This work was

1 never recorded and never compensated, leaving Plaintiff with one to no days off per week.

2 20. Although Plaintiff began limiting his recorded hours to 40 hours per week in the Toast
3 system to avoid further uncompensated overtime, Plaintiff still consistently worked off the clock for an
4 hour or more before or after shifts, plus the 1-3 hours on scheduled days off. Each week, Plaintiff had to
5 proactively request payment from Defendant Clark to receive his weekly pay.

6 21. Defendants failed to provide Plaintiff and, on information and belief, other similarly
7 situated and/or Aggrieved Employees with thirty-minute, off-duty, uninterrupted meal periods before the
8 end of the fifth hour of work when working more than five hours daily. Plaintiff frequently took his meal
9 break after the fifth hour or not at all. For example, on one occasion, Plaintiff began his shift at 10:00 a.m.
10 but could not take a meal break until approximately 4:00 p.m. The restaurant was frequently understaffed,
11 preventing Plaintiff and others from taking timely meal periods.

12 22. When Plaintiff could take a meal break, he was consistently interrupted by employees
13 asking questions, requests to assist customers, or by Defendant Clark asking him to perform tasks.
14 Plaintiff's ability to leave the premises during meal periods depended on whether another manager was
15 available, which was not every shift. In practice, Plaintiff was frequently not allowed to leave because he
16 was the only manager present, requiring him to remain on-site to assist employees, supervise the kitchen,
17 cash out servers, and assist guests.

18 23. On days when Plaintiff worked over ten hours, he was never provided with a second thirty-
19 minute meal break as required by California law. Toast records show Plaintiff worked 12.99 hours on
20 August 26 and 13.73 hours on August 28, 2025, without a second meal period. Defendants knew or should
21 have known Plaintiff and others were not provided compliant meal periods but did not pay one hour of
22 premium wages at the regular rate for each workday that compliant meal periods were not provided.

23 24. Defendants failed to authorize or permit Plaintiff and, on information and belief, other
24 similarly situated and/or Aggrieved Employees to take ten-minute, off-duty, uninterrupted rest periods for
25 every four hours worked or major fraction thereof. Plaintiff was regularly unable to take ten-minute,
26 uninterrupted rest breaks "at least three to four times out the week" due to workload. The restaurant had
27 high workload and was consistently understaffed, forcing Plaintiff and others to not receive proper rest
28 periods. Defendants did not pay one hour of premium wages at the regular rate for each workday that

compliant rest periods were not provided.

25. Defendants failed to reimburse Plaintiff and, on information and belief, other similarly situated and/or Aggrieved Employees for necessary business-related expenses. On multiple occasions, Plaintiff was required to use his personal vehicle to purchase supplies for Defendants' restaurants, driving approximately 20 miles to storage facilities and supply locations. Plaintiff was not compensated for mileage or other costs associated with using his personal vehicle for work-related errands. Plaintiff estimates he incurred approximately \$30 in unreimbursed business expenses. In one instance, when Plaintiff attempted to use a company credit card to purchase gas for these trips, Defendant Clark became extremely angry with him.

26. Defendants failed to furnish Plaintiff and, on information and belief, other similarly situated and/or Aggrieved Employees with accurate, itemized wage statements. Because Plaintiff regularly worked before clocking in, after clocking out, and on scheduled days off without recording this time, Defendants' records underrepresented true hours worked, resulting in inaccurate records affecting earned wages. Additionally, because Defendants paid Plaintiff via personal Zelle payments rather than through formal payroll, Plaintiff did not receive wage statements complying with Labor Code requirements. As a result, Defendants failed to include correct total regular and/or overtime hours worked, correct gross and/or net wages earned, all applicable hourly rates and corresponding hours worked at each rate, and meal and rest period premiums owed.

27. Defendants failed to maintain accurate employment records. Defendants violated recordkeeping requirements by failing to accurately record employee hours actually worked, including off-the-clock work performed before and after recorded shifts, work performed on scheduled days off, meal periods, total hours worked during pay periods, applicable rates of pay, and wages earned and paid. Defendants' timekeeping records underreport actual hours worked.

28. Defendants failed to timely pay Plaintiff and, on information and belief, other former employees all wages due and owing upon separation of employment. Plaintiff was laid off on or about October 21, 2025. Defendants failed to pay Plaintiff all time worked, including minimum, regular, overtime, and double time wages, as well as premium wages for non-compliant meal and rest periods. To date, Plaintiff has not received his final wages, has not been paid waiting time penalties for late payment

1 of said wages, and has yet to receive compensation from his first week of employment during which he
2 worked approximately 60 hours. Defendants' violations were willful given the systematic nature of unpaid
3 wages, off-the-clock work, unpaid premiums, and Defendant Clark's explicit statements about avoiding
4 overtime through improper employee classification and payment via Zelle.

5 29. Plaintiff was subjected to unlawful retaliation after engaging in protected activity.
6 Throughout his employment, Plaintiff complained about and objected to the pattern of uncompensated
7 work, working off the clock, being required to work on days off without compensation, and not being paid
8 overtime wages. On October 6, 2025, Defendant Clark demanded that a large personal catering order of
9 400 chicken wings be prepared for her private birthday party, which depleted the restaurant's inventory
10 for daily operations. Defendant Clark instructed Plaintiff to personally deliver the order after he clocked
11 out. When Plaintiff informed her he could not make the delivery as it would be uncompensated work, she
12 became upset. Later that evening at the party, Defendant Clark publicly confronted Plaintiff, cursing at
13 him and stating that he was required to obey her commands.

14 30. Following the incident on October 6, 2025, Plaintiff sent text messages to Defendant Clark
15 on October 7, 2025, expressing that he felt her demands and behavior were wrong. Approximately two
16 days later, on or around October 8, 2025, Defendant Clark placed Plaintiff on a work performance plan.
17 The stated reason was inventory shortage caused by Defendant Clark's own party order, with Defendant
18 Clark asserting that Plaintiff "should have known and made better preparations." The temporal proximity
19 between Plaintiff's protected activity on October 6-7 and the adverse employment action on October 8 is
20 strong evidence of retaliation. After further text message exchanges, Defendant Clark removed Plaintiff
21 from the work schedule for an entire week, informing him he would not be placed back unless he submitted
22 a formal apology letter, and verbally threatened to demote him. As of October 21, 2025, Plaintiff received
23 a "laid off letter" from Defendants. Plaintiff's termination occurred only 15 days after his protected
24 activity on October 6-7, demonstrating the causal connection between his complaints and his termination.

25 31. All policies and practices of Defendants applicable to Plaintiff were also applicable to all
26 other similarly situated and/or Aggrieved Employees throughout the relevant time period. Defendants are
27 jointly and severally liable for the claims asserted herein.

28 32. On December 11, 2025, Plaintiff submitted written notice to the California Labor and

Workforce Development Agency (“LWDA”) and to Defendants as required by PAGA, informing them of Defendants’ alleged violations of the Labor Code and applicable IWC Wage Orders. Attached as Exhibit 1 is a true and correct copy of Plaintiff’s LWDA notice letter dated December 11, 2025. To date, the LWDA has not informed Plaintiff that it intends to investigate Plaintiff’s allegations, and Defendants have not provided any written notice that the alleged violations have been cured. Thus, pursuant to PAGA, Plaintiff has the right to pursue the asserted claims in a law enforcement action in his representative capacity.

CLASS DEFINITIONS

33. Plaintiff seeks to represent the following class and sub-class:

Non-Exempt Class: All current and former non-exempt employees of Defendants in California, including those who were misclassified as exempt employees, during the period commencing four years prior to the filing of this Complaint through the last date of trial.

Waiting Time Penalties Sub-Class: All members of the Non-Exempt Class who separated employment at least once at any time during the period commencing three years prior to the filing of this Complaint through the last date of trial.

34. A more precise definition may be determined after further investigation and discovery. Plaintiff reserves his right to redefine the class and/or sub-class and/or create additional classes and/or sub-classes at any time prior to the court’s order on Plaintiff’s class certification motion.

CLASS ACTION DESIGNATION AND REQUIREMENTS

35. Plaintiff realleges and incorporates by reference all paragraphs of this Complaint.

36. This action is appropriately suited for a class action pursuant to Code of Civil Procedure § 382 and Civil Code § 1781 because the following statutory requirements are met:

A. Numerosity: The Non-Exempt Class and Waiting Time Penalties Sub-Class are sufficiently numerous to render joinder impracticable. Plaintiff is informed and believes the Classes likely consist of approximately 25 to 50 individuals employed at Defendants’ two restaurant locations over the applicable four-year limitations period. The exact number is currently unknown but is easily ascertainable from Defendants’ time and payroll records.

B. Commonality: Common questions of law and fact exist as to all putative class members and predominate over questions affecting only individual members, including: whether Defendants

1 improperly classified members as exempt employees; whether Defendants failed to pay minimum, regular,
2 overtime, and double-time wages for all hours worked; whether Defendants failed to provide compliant
3 meal and rest periods and/or pay premium wages; whether Defendants failed to pay all wages owed upon
4 separation and/or waiting time penalties; whether Defendants failed to provide accurate itemized wage
5 statements; whether Defendants failed to reimburse for business expenses; and whether Defendants failed
6 to maintain accurate employment records.

7 **C. Typicality:** Plaintiff's claims are typical of all putative class members' claims because they
8 arise from the same events, practices, and courses of conduct. Plaintiff and all putative class members
9 sustained injuries and damages as a result of Defendants' illegal policies and practices in violation of
10 California wage and hour laws.

11 **D. Adequacy of Representation:** Plaintiff is a member of the Non-Exempt Class and Waiting
12 Time Penalties Sub-Class and has no fundamental conflict of interest with putative class members.
13 Plaintiff will vigorously protect the interests of all putative class members. Plaintiff retained attorneys
14 who are experienced employment law litigators with significant wage and hour and class action
15 experience.

16 **E. Superiority of Class Action:** A class action is a superior method of litigation for fair and
17 efficient adjudication. Individual joinder is not practicable. Class action treatment allows similarly situated
18 employees to litigate their claims in the manner most efficient and economical for the parties and the
19 judicial system. Nearly all factual, legal, statutory, declaratory, and injunctive relief issues raised are
20 common to the classes and will apply uniformly to every member. The statutory nature of Plaintiff's wage
21 and hour claims makes individual litigation impracticable because potential recovery for each individual
22 may be modest compared to the cost of prosecuting individual actions, but the aggregate amount in
23 controversy is substantial.

24 **PAGA REPRESENTATIVE ACTION DESIGNATION**

25 37. Plaintiff realleges and incorporates by reference all paragraphs of this Complaint.

26 38. By and through this representative action, Plaintiff intends to represent the following
27 Aggrieved Employees:

28 All current and former non-exempt employees of Defendants in California,

including those who were misclassified as exempt employees, during the period commencing on the date that is within one year and sixty-five days prior to the filing of this Complaint through the last date of trial (the “PAGA Period”).

39. A more precise definition may be determined after further investigation and discovery. Plaintiff reserves his right to redefine the group of Aggrieved Employees as permitted by California law.

40. Pursuant to Labor Code section 2698 et seq., any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself and other current or former employees pursuant to the procedures specified in Labor Code section 2699.3. All civil penalties recovered must be allocated 75% to the LWDA and 25% to the aggrieved employees. Plaintiff is an “aggrieved employee” under PAGA because he was employed by Defendants and experienced one or more of the alleged violations. Plaintiff alleges that all other Aggrieved Employees are also “aggrieved employees” under PAGA as Defendants employed them and all experienced one or more of the alleged violations outlined herein.

41. Pursuant to Labor Code section 2698 et seq., Plaintiff has exhausted his administrative remedies because he complied with the notice requirements outlined in Labor Code section 2699.3. On December 11, 2025, Plaintiff submitted notice to the LWDA via online electronic filing and to Defendants via certified mail. Pursuant to PAGA, the LWDA had 65 days to provide notice of whether it intended to investigate the alleged violations. To date, the LWDA has not provided notice of its intent to investigate. Plaintiff thus has the right to pursue the asserted claims under PAGA in a representative capacity. Labor Code section 2699(g)(1) provides that an employee who prevails in a civil action brought pursuant to PAGA shall be entitled to an award of reasonable attorneys’ fees and costs.

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CAUSES OF ACTION

FIRST CAUSE OF ACTION

**FAILURE TO PAY ALL MINIMUM, REGULAR, OVERTIME, AND/OR DOUBLE TIME
WAGES**

**[Labor Code §§ 510, 558, 1194, 1194.2, 1197, 1197.1, 1198, and the “Minimum Wages” and
“Hours and Days of Work” sections of the Applicable IWC Wage Order]**

**(Alleged by Plaintiff, Individually and On Behalf of the Non-Exempt Class, Against All
Defendants)**

42. Plaintiff realleges and incorporates by reference all paragraphs of this Complaint.

43. Labor Code § 1197 states that the minimum wage fixed by the commission is the minimum wage to be paid to employees, and payment of a lower wage is unlawful. Labor Code § 510(a) provides that eight hours of labor constitutes a day’s work, and any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek shall be compensated at no less than one and one-half times the regular rate of pay. Any work in excess of 12 hours in one day shall be compensated at no less than twice the regular rate of pay. The applicable IWC Wage Order defines “hours worked” as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.”

44. Labor Code § 1194(a) mandates that any employee receiving less than the legal minimum wage or legal overtime compensation is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest, reasonable attorney’s fees, and costs of suit. For actions brought under Labor Code §§ 1194 or 1197.1, Labor Code § 1194.2 allows for the recovery of liquidated damages in an amount equal to the minimum wages unlawfully unpaid and interest thereon.

45. Plaintiff and members of the Non-Exempt Class are and/or were “non-exempt” employees or should have been properly classified as non-exempt employees. As set forth in the Factual Allegations, Defendants had a policy, practice, and culture of failing to pay Plaintiff and members of the Non-Exempt Class all minimum, regular, overtime, and double-time wages for all time actually worked or spent under the control of Defendants. Defendants improperly misclassified employees as exempt to avoid paying

overtime; failed to pay Plaintiff for his first week of employment totaling approximately 60 hours; failed to pay overtime and double-time premiums for hours worked in excess of eight hours daily and/or 40 hours weekly, including shifts of 12.99 and 13.73 hours; and failed to compensate for regular off-the-clock work before and after shifts and work performed on scheduled days off.

46. As a direct result of Defendants' unlawful failure to compensate Plaintiff and members of the Non-Exempt Class minimum, regular, overtime, and double-time wages, Plaintiff and members of the Non-Exempt Class have suffered damages. Having received less than the legal minimum wage and wages owed, Plaintiff and members of the Non-Exempt Class are entitled to recover all wages and penalties owed, including penalties and liquidated damages available under Labor Code §§ 1194.2 and 1197.1, as well as interest and reasonable attorneys' fees and costs available under Labor Code §§ 218.5 and 1194, and Code of Civil Procedure § 1021.5.

SECOND CAUSE OF ACTION

FAILURE TO PROVIDE COMPLIANT MEAL PERIODS AND/OR PAY PREMIUM WAGES

[Labor Code §§ 226.7, 512, 558, 1198, and the "Meal Periods" section of the Applicable IWC Wage Order]

(Alleged by Plaintiff, Individually and On Behalf of the Non-Exempt Class, Against All Defendants)

47. Plaintiff realleges and incorporates by reference all paragraphs of this Complaint.

48. Labor Code section 226.7(a) provides that no employer shall require any employee to work during any meal period mandated by an applicable IWC order. Labor Code section 512(a) provides that an employer may not employ an employee for a work period of more than five hours per day without providing a meal period of not less than 30 minutes, and may not employ an employee for a work period of more than 10 hours without providing a second meal period of not less than 30 minutes. The applicable IWC Wage Order states that unless the employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. If an employer fails to provide an employee a meal period in accordance with applicable provisions, the employer shall pay the employee one hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

49. As set forth in the Factual Allegations, Defendants had a policy, practice, and culture of failing to provide Plaintiff and members of the Non-Exempt Class with thirty-minute, off-duty, uninterrupted meal periods before the end of the fifth hour of work when working more than five hours daily, and before the end of the tenth hour when working more than ten hours daily. Plaintiff frequently took his meal break after the fifth hour or not at all due to understaffing. When Plaintiff could take a meal break, he was consistently interrupted or required to remain on-site without the ability to leave the premises. On days Plaintiff worked over ten hours, he was never provided with a second meal period despite working shifts of 12.99 and 13.73 hours. Defendants knew or should have known that Plaintiff and members of the Non-Exempt Class were not provided compliant meal periods but did not pay one hour of premium wages at the regular rate for each workday that compliant meal periods were not provided.

50. Because Defendants failed to provide proper and timely meal periods, they are liable to Plaintiff and members of the Non-Exempt Class for one hour of additional premium pay at the regular rate of compensation for each workday that proper and timely meal periods were not provided, pursuant to Labor Code section 226.7 and the applicable IWC Wage Order. Plaintiff seeks to recover the unpaid balance of the full amount of unpaid meal period premium wages including interest, reasonable attorney's fees and costs, and penalties to the fullest extent permissible including those permitted pursuant to Labor Code sections 218.5, 218.6, 226.7, 512, 558, 1198, and Code of Civil Procedure section 1021.5.

THIRD CAUSE OF ACTION

FAILURE TO AUTHORIZE OR PERMIT COMPLIANT REST PERIODS AND/OR PAY

PREMIUM WAGES

[Labor Code §§ 226.7, 1198, and the "Rest Periods" section of the Applicable IWC Wage Order]

(Alleged by Plaintiff, Individually and On Behalf of the Non-Exempt Class, Against All

Defendants)

51. Plaintiff realleges and incorporates by reference all paragraphs of this Complaint.

52. Labor Code section 226.7 requires employers to provide employees paid rest periods as mandated by IWC Wage Orders. The applicable IWC Wage Order section on "Rest Periods" states that every employer shall authorize and permit all employees to take rest periods of ten minutes net rest time

per four hours or major fraction thereof. If an employer fails to provide an employee with a rest period in accordance with applicable provisions, the employer shall pay the employee one hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

53. As set forth in the Factual Allegations, Defendants had a policy, practice, and culture of not authorizing and permitting Plaintiff and members of the Non-Exempt Class to take rest periods of at least ten minutes for every four hours worked or major fraction thereof. Plaintiff was regularly unable to take ten-minute, uninterrupted rest breaks "at least three to four times out the week" due to workload. The restaurant had high workload and was consistently understaffed, forcing Plaintiff and members of the Non-Exempt Class to not receive proper rest periods. Defendants knew or should have known that Plaintiff and members of the Non-Exempt Class were not provided compliant rest periods but did not pay one hour of premium wages at the regular rate for each workday that compliant rest periods were not provided.

54. Through Defendants' conduct, Defendants violated Labor Code sections 226.7, 1198, and the applicable IWC Wage Order. Pursuant to Labor Code section 226.7(c) and the applicable IWC Wage Order, Defendants shall pay Plaintiff and members of the Non-Exempt Class one additional hour of pay at their regular rate of compensation for each day that rest periods were not authorized and permitted. Plaintiff seeks to recover the unpaid balance of the full amount of unpaid rest period premium wages including interest, reasonable attorney's fees and costs to the fullest extent permissible including those permitted pursuant to Labor Code sections 218.5, 218.6, 226.7, 1198, and Code of Civil Procedure section 1021.5.

FOURTH CAUSE OF ACTION

FAILURE TO TIMELY PAY ALL WAGES DUE AND OWING UPON SEPARATION OF EMPLOYMENT AND/OR THE REQUIRED WAITING TIME PENALTIES

[Labor Code §§ 201, 202, 203]

**(Alleged by Plaintiff, Individually and On Behalf of the Waiting Time Penalties Sub-Class,
Against All Defendants)**

55. Plaintiff realleges and incorporates by reference all paragraphs of this Complaint.

56. Labor Code § 201(a) states that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. Labor Code § 202(a) states that if

an employee quits, wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice, in which case the employee is entitled to wages at the time of quitting. Labor Code § 203(a) further states that if an employer willfully fails to pay, in accordance with Sections 201, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages shall continue as a penalty from the due date at the same rate until paid or until an action is commenced, but not to exceed 30 days.

57. As set forth in the Factual Allegations, Defendants had a policy, practice, and culture of failing to timely pay Plaintiff and members of the Waiting Time Penalties Sub-Class all wages due and owing upon separation of employment within the time frames prescribed by California law. Plaintiff was laid off on or about October 21, 2025. Upon his separation, Defendants failed to immediately pay Plaintiff all wages earned and unpaid at the time of discharge, including all unpaid minimum and regular wages, all unpaid overtime and double-time wages, all unpaid meal and rest period premium wages, and wages for his first week of employment totaling approximately 60 hours. To date, Plaintiff has not received these owed final wages or waiting time penalties. Defendants' violations were willful given the systematic nature of unpaid wages, off-the-clock work, unpaid premiums, and Defendant Clark's explicit statements about avoiding overtime through improper employee classification and payment via Zelle.

58. As a consequence of Defendants' willful and deliberate refusal to pay such wages, Plaintiff and members of the Waiting Time Penalties Sub-Class are entitled to a maximum of thirty days' wages at their daily rate of pay as a waiting time penalty, pursuant to Labor Code § 203. Plaintiff, on behalf of himself and members of the Waiting Time Penalties Sub-Class, is also entitled to recovery of reasonable attorneys' fees and costs as permitted by Labor Code § 218.5 and Code of Civil Procedure § 1021.5.

FIFTH CAUSE OF ACTION

FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS

[Labor Code §§ 226, 226.3, and the "Records" Section of the Applicable IWC Wage Order]

(Alleged by Plaintiff, Individually and On Behalf of the Non-Exempt Class, Against All Defendants)

59. Plaintiff realleges and incorporates by reference all paragraphs of this Complaint.

60. Labor Code § 226(a) states that an employer shall furnish to each employee an accurate

1 itemized statement in writing showing gross wages earned, total hours worked, all deductions, net wages
2 earned, the inclusive dates of the pay period, the name of the employee and employer, and all applicable
3 hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly
4 rate. Labor Code § 226(e)(1) further mandates that an employee suffering injury as a result of a knowing
5 and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of
6 all actual damages or fifty dollars (\$50) for the initial pay period and one hundred dollars (\$100) per
7 employee for each violation in a subsequent pay period, not to exceed four thousand dollars (\$4,000), and
8 is entitled to an award of costs and reasonable attorneys' fees. An employee suffers injury where the
9 employer fails to provide accurate information and the employee cannot "promptly and easily determine"
10 the total number of hours worked or the "applicable hourly rates in effect during the pay period and the
11 corresponding number of hours worked at each hourly rate."

12 61. As set forth in the Factual Allegations, Defendants had a policy, practice, and culture of
13 furnishing Plaintiff and members of the Non-Exempt Class with wage statements that do not comply with
14 California law. Defendants paid Plaintiff approximately \$1,100 per week via Zelle payments from
15 Defendant Clark's personal account rather than through formal payroll. As a result, Defendants failed to
16 furnish Plaintiff with accurate itemized wage statements as required by Labor Code § 226(a). Because
17 Plaintiff and members of the Non-Exempt Class were improperly misclassified as exempt and their hours
18 were not accurately tracked, any wage statements furnished did not include accurate information regarding
19 total hours worked. The wage statements did not reflect meal and rest period premium wages owed. Due
20 to incorrect information on furnished wage statements or complete absence of compliant wage statements,
21 Plaintiff and members of the Non-Exempt Class were unable to promptly and easily determine the total
22 number of hours worked, applicable hourly rates, corresponding hours worked at each rate, gross and net
23 wages earned, and all deductions.

24 62. Plaintiff and members of the Non-Exempt Class are entitled to recovery of statutory
25 penalties as provided by Labor Code § 226(e)(1), in the amount of fifty dollars (\$50) for the initial pay
26 period and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to
27 exceed four thousand dollars (\$4,000) per employee. Plaintiff and members of the Non-Exempt Class are
28 also entitled to recovery of actual damages. Furthermore, pursuant to Labor Code § 226(h), Plaintiff and

members of the Non-Exempt Class are entitled to injunctive relief to ensure Defendants comply with Labor Code § 226 and furnish accurate itemized wage statements going forward. Plaintiff and members of the Non-Exempt Class are further entitled to recover reasonable attorneys' fees and costs as provided under Labor Code §§ 226(e)(1) and (h) and Code of Civil Procedure § 1021.5.

SIXTH CAUSE OF ACTION

FAILURE TO MAINTAIN ACCURATE RECORDS

[Labor Code §§ 1174, 1174.5]

(Alleged by Plaintiff, Individually and On Behalf of the Non-Exempt Class, Against All Defendants)

63. Plaintiff realleges and incorporates by reference all paragraphs of this Complaint.

64. Labor Code §§ 1174 and 1174.5 require employers to maintain accurate records of employee hours worked and wages paid. As set forth in the Factual Allegations, Defendants violated their recordkeeping requirements by failing to accurately record employee hours actually worked including the proper beginning and end of each work period, off-the-clock work performed before and after recorded shifts, work performed on scheduled days off, meal periods, total hours worked during pay periods, applicable rates of pay, and wages earned and paid. Defendants' timekeeping records underreport actual hours worked because they do not reflect the additional hour or more of work performed before clocking in and after clocking out, nor the 1-3 hours of work performed on scheduled days off.

65. Plaintiff and members of the Non-Exempt Class are entitled to all remedies available under the Labor Code for Defendants' failure to maintain accurate employment records, including civil penalties, injunctive relief, and reasonable attorneys' fees and costs pursuant to Labor Code §§ 218.5, 1174.5, and Code of Civil Procedure § 1021.5.

SEVENTH CAUSE OF ACTION

FAILURE TO REIMBURSE FOR BUSINESS EXPENSES

[Labor Code § 2802]

(Alleged by Plaintiff, Individually and On Behalf of the Non-Exempt Class, Against All Defendants)

66. Plaintiff realleges and incorporates by reference all paragraphs of this Complaint.

67. Labor Code § 2802(a) provides that an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties. Labor Code § 2802(b) states that all awards made by a court for reimbursement of necessary expenditures shall carry interest at the same rate as judgments in civil actions, and said interest will accrue from the date on which the employee incurred the necessary expenditure. Labor Code § 2802(c) states that the term “necessary expenditures or losses” shall include all reasonable costs, including attorney’s fees incurred by the employee enforcing the rights granted by this section.

68. As set forth in the Factual Allegations, Defendants had a policy, practice, and culture of failing to reimburse Plaintiff and members of the Non-Exempt Class for all necessary business expenses incurred in the discharge of their job duties. On multiple occasions, Plaintiff was required to use his personal vehicle to purchase supplies for Defendants’ restaurants, driving approximately 20 miles to storage facilities and supply locations. Plaintiff was not compensated for mileage or other costs associated with using his personal vehicle for these work-related errands. Plaintiff estimates he incurred approximately \$30 in unreimbursed business expenses. When Plaintiff attempted to use a company credit card to purchase gas for these trips, Defendant Clark reacted with anger, effectively discouraging Plaintiff from seeking reimbursement, forcing him to bear these costs personally.

69. Plaintiff seeks all available remedies for Defendants’ violations including reimbursement of all necessary business expenses, interest thereon permitted by Labor Code § 2802(b), reasonable attorney’s fees and costs pursuant to Labor Code § 2802(c), and any other permitted remedies including those permitted pursuant to Code of Civil Procedure § 1021.5.

EIGHTH CAUSE OF ACTION

RETALIATION

[Labor Code § 1102.5]

(Alleged by Plaintiff, Individually, Against All Defendants)

70. Plaintiff realleges and incorporates by reference all paragraphs of this Complaint.

71. Labor Code § 1102.5 prohibits an employer from retaliating against an employee for disclosing information to a person with authority over the employee or to another employee with authority to investigate, discover, or correct a violation of state or federal statute.

72. As set forth in the Factual Allegations, Defendants were Plaintiff's employers within the meaning of the Labor Code. Plaintiff engaged in protected activity under the Labor Code by opposing unlawful employment practices, including Defendants' violations of meal and rest period requirements, failure to pay overtime wages, failure to pay for all hours worked, and other wage and hour violations. Throughout his employment, Plaintiff complained to Defendant Clark about being required to work off the clock, not being provided with proper meal and rest breaks, and not being paid for all hours worked. Most notably, on October 6, 2025, when Defendant Clark demanded that Plaintiff personally deliver a large personal catering order after he clocked out, Plaintiff refused to perform this uncompensated work. Following this incident, on October 7, 2025, Plaintiff sent text messages to Defendant Clark expressing that he felt her demands and behavior were wrong and objecting to being required to work off the clock.

73. Following Plaintiff's protected activity, Defendants subjected Plaintiff to a series of adverse employment actions. Approximately two days after Plaintiff's complaints on October 7, 2025, Defendant Clark placed Plaintiff on a work performance plan on or around October 8, 2025. Subsequently, Defendant Clark verbally threatened to demote Plaintiff, removed Plaintiff from the work schedule for an entire week, and informed him he would not be placed back unless he submitted a formal apology letter. Ultimately, on October 21, 2025, Plaintiff received a "laid off letter" from Defendants, terminating his employment. The temporal proximity between Plaintiff's protected activity and the adverse employment actions establishes a causal connection. Additionally, Plaintiff was placed on a performance improvement plan just two days after his complaints on October 7, 2025. The reasons given by Defendants for the adverse employment actions were pretextual. Plaintiff's protected activity was a substantial motivating reason for Defendants' decision to place him on a performance improvement plan, threaten him with demotion, and ultimately terminate his employment.

74. Defendants' retaliatory conduct was intentional, willful, and done with malice, oppression, or reckless disregard of Plaintiff's rights under the Labor Code. As a direct and proximate result of Defendants' unlawful retaliation, Plaintiff has suffered substantial damages, including lost wages, lost benefits, emotional distress, humiliation, and mental anguish. Pursuant to Labor Code § 1102.5, Plaintiff is entitled to compensatory damages for economic losses including lost wages and benefits, compensatory damages for emotional distress and mental anguish, punitive damages, injunctive relief to prevent future

retaliation, and reasonable attorneys' fees and costs.

NINTH CAUSE OF ACTION

VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW

[Business & Professions Code §§ 17200, et seq.]

(Alleged by Plaintiff, Individually and On Behalf of the Non-Exempt Class, Against All Defendants)

75. Plaintiff realleges and incorporates by reference all paragraphs of this Complaint.

76. California's Unfair Competition Law ("UCL"), Business & Professions Code §§ 17200, et seq., broadly prohibits "any unlawful, unfair or fraudulent business act or practice." As discussed herein, Defendants' business practices violate all three prongs of California's UCL.

77. **Unlawful:** As set forth in the Factual Allegations, Defendants violated the Labor Code and applicable IWC Wage Orders by, among other things, failing to pay all minimum, regular, overtime, and double time wages for all hours worked; failing to provide legally compliant meal and rest periods and/or pay premium wages; failing to timely pay all wages due upon separation and/or waiting time penalties; failing to furnish accurate itemized wage statements; failing to maintain accurate records; and failing to reimburse for necessary business expenses. Therefore, Defendants have engaged in unlawful business practices pursuant to Business & Professions Code §§ 17200 et seq.

78. **Unfair:** Defendants' policy, practice, and culture of misclassifying Plaintiff and Non-Exempt Class members as exempt employees is inherently unfair because Defendants knowingly denied employees proper wages, overtime compensation, and meal and rest period protections. Defendants' systematic practice of operating an "under the table" payment scheme is inherently unfair because Defendants knowingly avoided proper payroll obligations, tax withholdings, and wage reporting requirements by paying employees via personal Zelle payments. Defendant Clark explicitly stated she preferred to pay "under the table" to "get a tax break," demonstrating the intentional and knowing nature of this unfair practice. Defendants' policy, practice, and culture of failing to provide Non-Exempt Class members with legally compliant meal and rest periods constitutes an unfair practice because Defendants knowingly stripped employees of their rights by maintaining inadequate staffing levels and imposing excessive workloads that prevented employees from taking compliant breaks. Defendants' unfair practices

harm not only employees but also provide Defendants with an unfair competitive advantage over law-abiding employers.

79. **Fraudulent:** Defendants' policy, practice, and culture of misrepresenting to Plaintiff and Non-Exempt Class members that they were exempt employees when they were not constitutes a fraudulent business practice because it knowingly and intentionally caused employees to be deprived of earned wages and deceived them as to their rights under California law. Defendants' practice of concealing from employees that they were entitled to overtime wages, meal and rest periods, and other Labor Code protections is fraudulent because members of the public are likely to be, and were actually deceived, as to their legal rights and entitlements. Defendants' policy, practice, and culture of falsely claiming that paying employees "under the table" via Zelle would provide tax benefits constitutes a fraudulent business practice because it was likely to deceive, and did deceive, employees about the legality and propriety of the payment arrangement. Defendants' policy, practice, and culture of furnishing Plaintiff and Non-Exempt Class members with inaccurate itemized wage statements, or failing to furnish compliant wage statements altogether, constitutes a fraudulent business practice because Plaintiff and Non-Exempt Class members are likely to be, and were actually deceived, as to whether they were paid for all time worked and at correct rates.

80. As a direct and proximate result of Defendants' unlawful, unfair, and fraudulent business practices, Plaintiff and the Non-Exempt Class have suffered injury-in-fact and have lost money and property rightfully owed to them. Defendants acquired money and property owed to Plaintiff and the Non-Exempt Class by means of unlawful, unfair, and fraudulent practices. Plaintiff and the Non-Exempt Class are persons in interest under Business and Professions Code § 17203 to whom money and property should be restored. Plaintiff is a person who suffered injury in fact and lost money, wages, compensation, and benefits as a result of Defendants' unfair competition. Thus, pursuant to Business and Professions Code §§ 17203 and 17204, Plaintiff may pursue representative claims and relief on behalf of himself and the Non-Exempt Class.

81. Defendants reaped unfair benefits and illegal profits at the expense of Plaintiff and the Non-Exempt Class by committing the unlawful acts alleged herein. Thus, Defendants must make restitution and/or be subject to other equitable relief pursuant to Business & Professions Code § 17203,

1 and restore all unpaid wages and compensation to Plaintiff and the Non-Exempt Class. Through their
2 unlawful, unfair, and fraudulent conduct, Defendants have been unjustly enriched. Moreover, the
3 unlawful, unfair, and fraudulent conduct alleged herein has continued, and there is no indication that
4 Defendants will refrain from such activity in the future. Accordingly, Plaintiff requests that the Court issue
5 a preliminary and permanent injunction against Defendants. Plaintiff is entitled to declaratory relief to
6 establish Defendants' obligations under California law going forward. Plaintiff and the Non-Exempt Class
7 are entitled to an award of reasonable attorneys' fees and costs pursuant to Code of Civil Procedure section
8 1021.5 and the substantial benefit doctrine.

9 82. Plaintiff seeks all available remedies on behalf of himself and the Non-Exempt Class
10 members including restitution of all wages and monies owed, injunctive relief, declaratory relief, and
11 reasonable attorneys' fees and costs. All such remedies are cumulative of relief available under other laws,
12 pursuant to Business & Professions Code § 17205.

13 **TENTH CAUSE OF ACTION**

14 **CLAIMS FOR CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT**
15 **OF 2004**

16 **[Labor Code §§ 2698, et seq.]**

17 **(Alleged By Plaintiff On Behalf of All Aggrieved Employees Against All Defendants)**

18 83. Plaintiff realleges and incorporates by reference all paragraphs of this Complaint.

19 84. Plaintiff, in his representative capacity on behalf of himself and all other Aggrieved
20 Employees, is entitled to and seeks to recover civil penalties through a representative enforcement action
21 based on Defendants' violations of the following Labor Code and/or IWC Wage Order provisions: (1)
22 Failure to pay all minimum, regular, and/or overtime wages in violation of Labor Code §§ 510, 558, 1194,
23 1194.2, 1197, 1197.1, 1198, and the "Minimum Wages" and "Hours and Days of Work" sections of the
24 applicable IWC Wage Order; (2) Failure to provide compliant meal periods and/or pay premium wages in
25 violation of Labor Code §§ 226.7, 512, 558 and the "Meal Periods" section of the applicable IWC Wage
26 Order; (3) Failure to authorize or permit compliant rest periods and/or pay premium wages in violation of
27 Labor Code § 226.7 and the "Rest Periods" section of the applicable IWC Wage Order; (4) Failure to pay
28 all wages due and owing upon separation of employment in violation of Labor Code §§ 201, 202, 203; (5)

1 Failure to furnish accurate itemized wage statements in violation of Labor Code §§ 226, 226.3, and the
2 “Records” section of the applicable IWC Wage Order; (6) Failure to maintain accurate records in violation
3 of Labor Code §§ 1174, 1174.5, and the “Records” section of the applicable IWC Wage Order; and (7)
4 Failure to reimburse for necessary business expenses in violation of Labor Code § 2802.

5 85. Plaintiff seeks all civil penalties available under the Labor Code for the violations described
6 above, including but not limited to civil penalties under Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1,
7 2699(f), and enhanced penalties where applicable under Labor Code § 2699(f)(2)(B) and § 2699(i). The
8 enhanced civil penalties under Labor Code § 2699(f)(2)(B) are warranted because Defendants’ conduct
9 giving rise to the violations was malicious, fraudulent, or oppressive. As described herein, Defendants
10 engaged in a systematic scheme to avoid paying proper wages by misclassifying employees as exempt,
11 paying wages “under the table” via personal Zelle payments to avoid tax obligations and proper payroll
12 reporting, requiring substantial off-the-clock work, and explicitly stating the intent to avoid overtime
13 payments. Defendant Clark’s own admissions about reclassifying Plaintiff as exempt to avoid overtime
14 and paying “under the table” to “get a tax break” demonstrate the malicious, fraudulent, and oppressive
15 nature of Defendants’ conduct. Additionally, Defendants completely failed to pay Plaintiff for his first
16 week of work totaling approximately 60 hours, demonstrating a willful and egregious disregard for
17 California wage laws.

18 86. Pursuant to Labor Code § 2699(i), Plaintiff is entitled to collect enhanced civil penalties
19 for Defendants’ violations because, as described herein, Defendants willfully and intentionally failed to
20 provide Plaintiff and other Aggrieved Employees with accurate itemized wage statements and willfully
21 and intentionally failed to pay all minimum, regular, overtime, and meal and rest period premium wages
22 owed. The enhanced initial penalty under Labor Code § 1197.1 is warranted because Defendants’
23 violations were intentionally committed, as demonstrated by Defendant Clark’s explicit admissions.

24 87. All civil penalties recovered pursuant to this representative action are in addition to any
25 other remedies available under the Labor Code or other provisions of law. Pursuant to Labor Code §
26 2699(i), seventy-five percent (75%) of any civil penalties recovered shall be allocated to the LWDA and
27 twenty-five percent (25%) shall be allocated to the Aggrieved Employees.

28 88. Pursuant to Labor Code § 2699(k)(1), Plaintiff is entitled to an award of injunctive relief

1 to enjoin Defendants from violating the Labor Code on behalf of current and future Aggrieved Employees.
2 Such injunctive relief is necessary to prevent Defendants from continuing to misclassify employees as
3 exempt, failing to pay all earned wages including overtime and premium pay, maintaining inadequate
4 staffing levels that prevent compliant meal and rest periods, paying wages through informal methods that
5 avoid proper payroll reporting, failing to reimburse business expenses, and engaging in other unlawful
6 employment practices described herein.

7 89. Labor Code § 2699(k)(1) provides that an employee who prevails in a civil action brought
8 pursuant to PAGA shall be entitled to an award of reasonable attorneys' fees and costs. Plaintiff in his
9 representative capacity is entitled to and seeks recovery of reasonable attorneys' fees as provided by Labor
10 Code § 218.5, Labor Code § 2699(k)(1), and Code of Civil Procedure § 1021.5.

11 **PRAYER FOR RELIEF**

12 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

- 13 1. For an order determining that this action may be maintained as a class action with Plaintiff
14 as the class representative;
- 15 2. For the attorneys appearing on the above caption to be named class counsel;
- 16 3. For all wages, benefits, and damages due to Plaintiff and the Non-Exempt Class members
17 pursuant to California law;
- 18 4. For all minimum, regular, and overtime wages owed pursuant to Labor Code §§ 510, 1194,
19 1197.1, and/or other applicable law;
- 20 5. For premium wages for meal and rest period violations pursuant to Labor Code § 226.7
21 and/or other applicable law;
- 22 6. For waiting time penalties pursuant to Labor Code § 203 and/or other applicable law;
- 23 7. For reimbursement of all work-related expenses pursuant to Labor Code § 2802;
- 24 8. For statutory damages for wage statement violations pursuant to Labor Code § 226(e)(1);
- 25 9. For liquidated damages pursuant to Labor Code §§ 1194.2, 1197.1, and/or other applicable
26 law;
- 27 10. For any and all penalties available for the violations alleged herein, including penalties
28 under Labor Code §§ 203, 226(e)(1), 1197.1, and/or other applicable law;

11. For any and all civil penalties available for the Labor Code violations alleged herein including, but not limited to, civil penalties under Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, 2699(f), and/or other applicable law;
12. For compensatory damages for retaliation including economic damages for lost wages and benefits, and non-economic damages for emotional distress, humiliation, and mental anguish;
13. For punitive damages for retaliation pursuant to Government Code § 12940 et seq.;
14. For injunctive relief pursuant to Labor Code §§ 226(h) and 2699(k)(1), Business & Professions Code § 17203, and/or other applicable law;
15. For restitution for Defendants' unfair, unlawful, and fraudulent business practices as provided by Business & Professions Code § 17203 and/or other applicable law;
16. For reasonable attorneys' fees and costs of suit pursuant to Labor Code §§ 218.5, 226(e)(1), 226(h), 1194, 2699(k)(1), 2802, Code of Civil Procedure § 1021.5, the "common fund" theory, the "substantial benefit" theory, and/or other applicable law, theory or doctrine;
17. For pre- and post-judgment interest as provided by California law;
18. For a declaratory judgment that Defendants violated Labor Code §§ 201, 202, 203, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, and 2802; the "Meal Periods," "Rest Periods," "Hours and Days of Work," "Minimum Wages," and "Records" sections of the applicable IWC Wage Order; and Business & Professions Code §§ 17200 et seq.;
19. For appropriate equitable relief pursuant to California law; and
20. For any other relief the Court may deem as just and proper.

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JURY TRIAL DEMAND

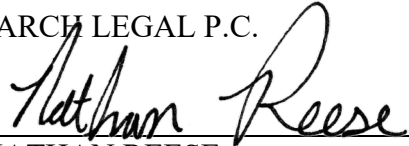
Plaintiff demands a trial by jury on all issues triable to a jury.

Respectfully submitted,

Dated: March 4, 2026

ARCH LEGAL P.C.

By:



NATHAN REESE
Attorney for Plaintiff Keshone Sullivan

EXHIBIT 1

December 11, 2025

Attorneys at Law

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San Diego, California 92103
619.692.0800 voice
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Alex Kuner
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VIA ONLINE ELECTRONIC FILING

California Labor and Workforce Development Agency
Attn: PAGA Administrator
800 Capitol Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814

**Re: Keshone Sullivan's Wage and Hour Claims Against Harold's
Chicken West Coast, LLC and Harold's Chicken West Coast-
Culver City, LLC**

Dear California Labor and Workforce Development Agency, Harold's Chicken West Coast, LLC, and Harold's Chicken West Coast-Culver City, LLC:

Please be advised that Keshone Sullivan ("Claimant") has retained our firm to represent him for various claims against his former employers, Harold's Chicken West Coast, LLC and Harold's Chicken West Coast-Culver City, LLC ("the Companies").

This letter shall serve as Claimant's written notice to the California Labor and Workforce Development Agency ("LWDA") and to the Companies of the alleged violations of the California Labor Code ("Labor Code") and applicable Industrial Welfare Commission ("IWC") Wage Orders that Claimant claims the Companies committed against him and all other current and former non-exempt employees of the Companies, whether paid by salary or other means, who performed work in California during the relevant period ("Aggrieved Employees"). Claimant provides this written notice, which includes the facts and theories to support the violations alleged herein, in accordance with the Private Attorneys General Act of 2004 ("PAGA"), Labor Code section 2699.3.

Claimant intends to file a civil action against the Companies to enforce his rights under the Labor Code and to seek civil penalties, injunctive relief, and attorneys' fees and costs pursuant to the PAGA for the alleged violations. Pursuant to Labor Code section 2699(a), and by way of this notice, Claimant intends to represent himself and all Aggrieved Employees on behalf of the State of California.

BACKGROUND

Harold's Chicken West Coast, LLC and Harold's Chicken West Coast-Culver City, LLC are California limited liability companies that operate restaurants serving fried chicken. The Companies have a location in Hollywood, California at 6523 Hollywood Blvd, Los

Graham S.P. Hollis

Vilmarie Cordero*

Hali Anderson*

Nathan Reese*

Allison Schubert

Alex Kuner

Dawn M. Berry

Samara Bahu

Ommar Chavez

Monique R. Rodriguez

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Angeles, California 90028-6209, and another location in Culver City, California at 6000 Sepulveda Blvd Suite 1305, Culver City, California 90230.

The Companies employed Claimant from approximately August 2025 until October 2025, when he was laid off from his position. Claimant's job title was Kitchen Manager, and his job duties consisted of overseeing all restaurant orders and back-of-house staff. Claimant reported directly to the owner, Chasity Clark, who was his direct supervisor.

Claimant was initially classified as a non-exempt employee and paid an hourly rate of \$27.00 for his first week of employment. However, after his first week, during which he worked approximately 60 hours, the owner verbally informed Claimant that she would be changing his pay structure and told him he would be an exempt salary employee to avoid paying overtime. After that point, the owner paid Claimant approximately \$1,100 weekly via Zelle payments. The owner explicitly stated she preferred to pay Claimant "under the table" to "get a tax break." Despite being labeled as an exempt employee, Claimant was still required to clock in and out in the Companies' "Toast" timekeeping system for each shift.

From approximately late August 2025 through October 2025, the Companies improperly classified Claimant as an exempt salaried employee, ineligible to receive overtime pay for overtime hours worked and other protections afforded by the Labor Code and the IWC Wage Orders. At no time during Claimant's employment was he employed in an executive, administrative, or professional exempt capacity. Further, Claimant was not primarily engaged in work directly related to management policies or general business operations of the Companies. Claimant was also not permitted to exercise discretion and independent judgment in performing the majority of his job duties. Additionally, Claimant was not required to have advanced knowledge in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction for his position.

Claimant alleges that the Companies denied him and other Aggrieved Employees the specific rights afforded to them under the Labor Code and the applicable IWC Wage Order. Specifically, the Companies failed to pay all minimum and/or regular wages; failed to pay all overtime and/or double time wages; failed to provide legally compliant meal periods and/or pay premium wages for non-compliant meal periods; failed to provide legally compliant rest periods and/or pay premium wages for non-compliant rest periods; failed to timely pay all wages due and owing at the time of separation of employment and/or the required waiting time penalties; failed to furnish accurate itemized wage statements; failed to maintain accurate employment records; and failed to reimburse for necessary business expenses.

RESERVATION OF RIGHTS

All facts, allegations, and/or legal theories contained within this written notice are asserted on behalf of Claimant, all other Aggrieved Employees, and the State of California. The facts, allegations, and/or legal theories contained in this written notice are based on the information available at the time of this writing. Since Claimant's investigation is ongoing, Claimant reserves his right to assert any and all related facts, allegations, and/or theories of liability discovered after the sending of this written notice on behalf of himself, all other Aggrieved Employees, and the State of California against the Companies and/or other persons that may be discovered after the sending of this written notice. Such other persons may include, but are not limited to, those persons who have acted as an agent, subsidiary, servant, employee, co-conspirator, alter-ego, and/or joint venture of the Companies, as well as those persons who caused and/or concurrently

contributed to the various acts and/or omissions of each and every one of the others, including the Companies, in proximately causing the wrongful conduct, harm, and/or damages alleged herein or otherwise participated in or ratified any or all of the acts and/or omissions complained herein, and those who were acting within the authority and/or scope of the Companies. Claimant reserves the right to revise these facts and/or add any new allegations, or legal theories by amending this written notice and/or by adding facts, allegations, and/or legal theories to the civil complaint.

VIOLATIONS OF THE LABOR CODE AND APPLICABLE IWC WAGE ORDER

FAILURE TO PAY ALL MINIMUM, REGULAR, OVERTIME, AND/OR DOUBLE TIME WAGES

(Labor Code §§ 510, 558, 1194, 1194.2, 1197, 1197.1, 1198 and the “Minimum Wages” and “Hours and Days of Work” sections of the Applicable IWC Wage Order)

The Companies have a common practice of failing to pay Claimant and other Aggrieved Employees all minimum, regular, and/or overtime wages owed for all time actually worked on behalf of the Companies on the designated pay days. Claimant was hired at a stated hourly rate of \$27.00 per hour. However, after his first week of employment, during which he worked approximately 60 hours, the owner, Chasity Clark, refused to pay him overtime. Instead, the owner verbally changed Claimant's pay structure and told him, “I'm just going to make you salary for now. That way I pay you the same amount every week.” Claimant was never paid at all for his first week of work in August 2025. Claimant alleges he “never got a check for” the approximately 60 hours of labor performed during this period. Furthermore, Claimant regularly had to ask the Companies' owner for his wages to be paid.

During his first two weeks of employment, Claimant alleges he worked approximately 50 to 60 hours per week. Despite being hired as an hourly employee, he received no overtime compensation for these hours. Claimant's timesheets show multiple days worked in excess of 8 hours, including shifts of 12.99 hours and 13.73 hours, which would trigger both daily overtime and double-time pay.

Moreover, Claimant regularly performed uncompensated work for at least one hour or more per day both before clocking in and after clocking out, such as cleaning the kitchen and making last minute trips for restaurant supplies. Furthermore, Claimant alleges he was frequently called in on his scheduled days off and required to perform between one and three hours of work to “make sure the kitchen was running correctly.” This work on his off days was never recorded in the Toast timekeeping system and was never paid.

Additionally, as a result of the Companies' misclassification of Claimant as an exempt salaried employee after his first week of employment, he was not paid any overtime wages for hours worked in excess of eight hours in a workday and/or 40 hours in a workweek, or double time wages for hours worked in excess of 12 hours in a workday during the time frame he was misclassified, which was nearly his entire time of employment other than his first week. On information and belief, other Aggrieved Employees have similarly been denied all minimum, regular, overtime, and double time wages for all hours actually worked.

Claimant intends to pursue all available remedies against the Companies for their violations of the Labor Code and applicable IWC Wage Order on behalf of himself, all other Aggrieved Employees, and the State of California.

FAILURE TO PROVIDE COMPLIANT MEAL PERIODS AND/OR PAY PREMIUM WAGES
(Labor Code §§ 226.7, 512, 558 and the “Meal Periods” section of the Applicable IWC Wage Order)

The Companies have a common practice of failing to provide legally compliant meal periods and/or pay premium wages for non-compliant meal periods during employment. Claimant frequently was made to take his meal break after the fifth hour of work, or not at all. The restaurant was frequently understaffed and not able to meet restaurant needs, resulting in Claimant and other Aggrieved Employees not being able to take their meal periods at the appropriate times.

When Claimant was able to take a meal break, he was consistently interrupted by other employees asking questions or asking him to assist customers. The owner would also interrupt Claimant's meal periods with requests for him to perform tasks. Thus, on the occasions that Claimant was authorized and permitted to take a meal period, said meal periods were not off duty. Additionally, Claimant's ability to leave the premises during his meal periods was not absolute and was dependent on whether another manager was available, which was not every shift. In practice, Claimant was frequently not allowed to leave the premises because he was the only manager present, requiring him to remain on-site to assist other employees. On information and belief, other Aggrieved Employees similarly were not provided with compliant meal periods.

Furthermore, on days when Claimant worked over ten hours, he was never provided with a second thirty-minute meal break. For example, in his first week of employment, the Companies' time records from the Toast system show that Claimant worked 12.99 hours on one shift and 13.73 hours on another shift. Claimant was not provided with a second meal period during these shifts, despite the shifts being over ten hours. On information and belief, other Aggrieved Employees similarly were not provided with compliant second meal periods for shifts over ten hours.

Moreover, Claimant was not permitted to take lawful meal periods because he was improperly classified as an exempt, salaried employee after his first week of employment.

The Companies knew or should have known that Claimant and other Aggrieved Employees were not provided with compliant meal periods, but nonetheless did not pay Claimant or other Aggrieved Employees with one hour of premium wages at their regular rate of pay for each workday that a compliant meal period was not provided.

Claimant intends to pursue all available remedies against the Companies for their violations of the Labor Code and applicable IWC Wage Order on behalf of himself, all other Aggrieved Employees, and the State of California.

FAILURE TO AUTHORIZE OR PERMIT COMPLIANT REST PERIODS AND/OR PAY PREMIUM WAGES

(Labor Code § 226.7 and the “Rest Periods” section of the Applicable IWC Wage Order)

The Companies have a common practice of not authorizing or permitting Claimant and other Aggrieved Employees to take ten-minute rest periods per every four-hour work period, or major fraction thereof. Claimant stated he was regularly unable to take his ten-minute, uninterrupted rest breaks. The restaurant had a high workload and was consistently understaffed, forcing Claimant and other Aggrieved Employees

to not receive proper 10-minute, uninterrupted rest periods. On information and belief, other Aggrieved Employees were similarly not authorized or permitted to take uninterrupted, duty-free rest periods for every four hours worked, or major fraction thereof, due to the required workload.

Additionally, Claimant was not provided with the opportunity to take lawful rest periods because he was improperly classified as an exempt, salaried employee after his first week of employment.

The Companies knew or should have known that Claimant and other Aggrieved Employees were not provided with compliant rest periods, but nonetheless did not pay Claimant or other Aggrieved Employees one-hour of premium wages at their regular rate of pay for each workday that a compliant rest period was not provided.

Claimant intends to pursue all available remedies against the Companies for their violations of the Labor Code and applicable IWC Wage Order on behalf of himself, all other Aggrieved Employees, and the State of California.

FAILURE TO PAY ALL WAGES OWED UPON SEPARATION OF EMPLOYMENT (Labor Code §§ 201, 202, and 203)

The Companies have a common practice of failing to timely pay all wages due and owing at the time of separation and/or the required waiting time penalties. The Companies failed to pay Claimant and other Aggrieved Employees for all time worked, including minimum, regular, overtime, and double time wages, as well as all premium wages for non-compliant meal and rest periods upon separation of employment. Claimant was laid off on or about October 21, 2025. He has not received his final wages, and he has not been paid any waiting time penalties for the late payment of said wages. Additionally, Claimant has yet to receive compensation from the first week of his employment in August 2025. On information and belief, other Aggrieved Employees similarly were not paid all wages due and owing, or paid the required waiting time penalties.

The Companies knew or should have known that Claimant and other Aggrieved Employees were not paid all wages owed and/or knew or should have known that the meal and rest breaks provided were short, late, or interrupted as discussed herein. The Companies' violations were willful given the systematic nature of unpaid wages, off-the-clock work, unpaid premiums, and the owner's explicit statements about avoiding overtime through improper employee classification and payment via Zelle rather than payroll. Therefore, the Companies' failure to timely pay final wages was willful and/or intentional.

Claimant intends to pursue all available remedies against the Companies for their violations of the Labor Code and applicable IWC Wage Order on behalf of himself, all other Aggrieved Employees, and the State of California.

FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS (Labor Code §§ 226, 226.3 and the "Records" section of the Applicable IWC Wage Order)

The Companies have a common practice of failing to furnish accurate itemized wage statements. Claimant regularly performed work both before clocking in for his shifts and after clocking out. Furthermore, Claimant was frequently called into work on his scheduled days off and was required to perform between

one to three hours of work. These extra hours of work were never recorded in the Companies' timekeeping system. Therefore, the Companies' records recording time worked and wages paid frequently underrepresented the true hours worked, resulting in inaccurate records that affected earned wages owed to Claimant and other Aggrieved Employees.

The Companies knowingly and/or intentionally failed to provide Claimant and other Aggrieved Employees with accurate itemized wage statements that comply with the requirements of the Labor Code because the wage statements did not, among other things, include the correct total regular and/or overtime hours worked, the correct amount of gross and/or net wages earned, and/or all applicable hourly rates and the corresponding number of hours worked at each hourly rate. The wage statements issued by the Companies further failed to reflect meal and rest period premiums owed to Claimant and other Aggrieved Employees.

Claimant intends to pursue all available remedies against the Companies for their violations of the Labor Code and applicable IWC Wage Order on behalf of himself, all other Aggrieved Employees, and the State of California.

FAILURE TO MAINTAIN ACCURATE RECORDS

(Labor Code §§ 1174, 1174.5 and the "Records" section of the Applicable IWC Wage Order)

The Companies have a common practice of failing to maintain accurate employment records. As set forth above, the Companies violated their recordkeeping requirements by failing to accurately record employee hours actually worked including, but not limited to, the Companies' failure to record the proper beginning and end of each work period, off-the-clock work performed before and after recorded shifts, work performed on scheduled days off, the meal periods, the total hours worked during the pay period, the applicable rates of pay, and the wages earned and paid, among other things. The Companies failed to record off-the-clock work performed by Claimant and other Aggrieved Employees. The Companies' timekeeping records underreport actual hours worked because they do not reflect the additional hour or more of work performed before clocking in and after clocking out, nor the 1-3 hours of work performed on scheduled days off. On information and belief, other Aggrieved Employees were similarly affected by the Companies' failure to maintain accurate records for the same reasons.

Claimant intends to pursue all available remedies against the Companies for their violations of the Labor Code and applicable IWC Wage Order on behalf of himself, all other Aggrieved Employees, and the State of California.

FAILURE TO REIMBURSE FOR BUSINESS EXPENSES

(Labor Code § 2802)

The Companies have a common practice of failing to reimburse employees for necessary business-related expenses incurred in the course of their work. On multiple occasions, Claimant was required to use his personal vehicle to purchase supplies for the restaurant. Claimant was not compensated for the mileage or other costs associated with the use of his personal vehicle for these work-related expenses and errands. These errands would sometimes be to purchase supplies to be used at both of the Companies' restaurant locations.

In one instance, Claimant was reprimanded when he asked if he could use a company credit card to purchase the gas required to make these trips in his vehicle to purchase restaurant supplies. Claimant was not reimbursed for gas on that occasion, and this reaction from the owner discouraged Claimant from seeking reimbursement or using company funds to cover necessary business expenses in the future, forcing him to bear these costs personally. On information and belief, other Aggrieved Employees have similarly been required to incur necessary business expenses for which they were not reimbursed.

Claimant intends to pursue all available remedies against the Companies for their violations of the Labor Code on behalf of himself, all other Aggrieved Employees, and the State of California.

**CIVIL PENALTIES AND INJUNCTIVE RELIEF FOR VIOLATIONS OF THE LABOR CODE
AND THE APPLICABLE IWC WAGE ORDER**

(Labor Code §§ 558(a), 558.1, 1174.5, 1197.1, 1198.5(k), 2699(f)(2), 2699(f)(2)(A), and 2699(k)(1))

Labor Code section 558(a) subjects an employer or any person acting on behalf of an employer who violates, or causes to be violated Labor Code sections 500-558, or any provision regulating the hours and days of work in any IWC Wage Order, to a civil penalty of \$50 for each underpaid employee for each pay period for which the employee was underpaid for any initial violation, and \$100 for each underpaid employee for each pay period for which the employee was underpaid for each subsequent violation.

Labor Code section 558.1(a) further states that “[a]ny employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wage or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.” This includes the owners, officers, directors, or managing agents of the employer. Lab. Code § 558.1(b).

For violations of Labor Code section 1174 subdivisions (c) and (d), Labor Code section 1174.5 imposes a civil penalty of \$500 for any willful violation. The Companies’ failures to maintain accurate records of hours worked, including systematic failures to record off-the-clock work and work performed on scheduled days off, constitute willful violations given the owner’s explicit statements about avoiding overtime payments and preference for paying “under the table.”

Labor Code section 1197.1 subjects any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203 as follows:

(a)(1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

(a)(2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

(a)(3) Wages, liquidated damages, and any applicable penalties imposed pursuant to Section 203, recovered pursuant to this section shall be paid to the affected employee.

The Companies' conduct was intentionally committed, as evidenced by the owner's explicit verbal statements about changing Claimant's classification to be exempt in order to avoid paying overtime and preference for paying "under the table" to "get a tax break." The Companies systematically failed to pay minimum wages for all hours worked, including completely failing to pay Claimant for his first week of work (approximately 60 hours), failing to pay overtime and double-time premiums, failing to pay meal period and rest period premiums, and requiring regular off-the-clock work. Enhanced penalties under Labor Code section 1197.1 are warranted.

For all provisions of the Labor Code except those for which a civil penalty is specifically provided, Labor Code section 2699(f)(2) imposes a civil penalty of \$100 per pay period, per employee, except for violations of Labor Code section 226(a), and \$200 per pay period, per employee if either of the following are met: (a) an agency or court issued a finding or determination to the employer that its policy or practice giving rise to the violation was unlawful within the five years preceding the alleged violation, or (b) the court determines that the employer's conduct giving rise to the violation was malicious, fraudulent, or oppressive.

The civil penalty is \$50 for each aggrieved employee per pay period if the alleged violation resulted from an isolated, nonrecurring event that did not extend beyond the lesser of 30 consecutive days or four consecutive pay periods. Lab. Code § 2699(f)(2)(A)(ii).

The Companies' conduct giving rise to the violations was malicious, fraudulent, or oppressive, warranting enhanced penalties of \$200 per pay period per employee. The owner explicitly acknowledged the improper nature of the payment and classification schemes. The systematic nature of violations across multiple pay periods, the complete failure to pay for an entire week of work, the requirement of regular off-the-clock work, and the willful misclassification of employees demonstrate malicious and fraudulent conduct designed to deprive employees of earned wages and protections under the Labor Code.

Labor Code section 2699(f)(2)(A)(i) provides that for violations of Labor Code section 226, if the violation is a violation of paragraphs (1) to (7) or (9) of subdivision (a) of Section 226 then the civil penalty is \$25 per pay period per employee if the employee could promptly and easily determine the information specified in subdivision (a) of Section 226. If the alleged violation is a violation of paragraph (8) of subdivision (a) of Section 226, the civil penalty is \$25 for each aggrieved employee per pay period if the employee would not be confused or misled about the correct identity of their employer. If an employer fails to provide an itemized payroll statement during any of the pay periods at issue, the civil penalties set forth in Labor Code section 2699(f)(2) apply.

Labor Code section 2699(k)(1) provides that an aggrieved employee may be awarded injunctive relief in a civil action.

As set forth above, the Companies violated the Labor Code and the applicable IWC Wage Order by failing to pay all minimum, regular, overtime, and/or double time wages during employment; failing to provide legally compliant meal periods and/or pay premium wages for non-compliant meal periods during employment; failing to authorize or permit legally compliant rest periods and/or pay premium wages for non-compliant rest periods during employment; failing to timely pay all wages due and owing at the time of separation of employment and/or the required waiting time penalties; failing to furnish accurate itemized wage statements; failing to maintain accurate employment records; and failing to reimburse for necessary business expenses. On information and belief, other Aggrieved Employees suffered from these same patterns and practices. As a result, the Companies are liable for civil penalties under the PAGA. The Companies must also be enjoined from engaging in the violations of law described herein. Claimant intends to pursue all available remedies including, but not limited to, those stated herein for the Companies' violations of the Labor Code and applicable IWC Wage Order on behalf of himself, all other Aggrieved Employees, and the State of California to the extent permitted by law.

**ATTORNEYS' FEES AND COSTS FOR VIOLATIONS OF THE LABOR CODE AND THE
APPLICABLE IWC WAGE ORDER**

(Labor Code §§ 218.5, 226(e)(1), 1194, 1198.5(l), 2802, and 2699(k)(1); Code Civ. Proc. § 1021.5)

Labor Code sections 218.5, 226(e)(1), 1194, 1198.5(l), 2802, and 2699(k)(1) among others, give employees, such as Claimant, the right to recover in a civil action reasonable attorneys' fees and costs.

Under Labor Code section 2699(k)(1), an aggrieved employee, such as Claimant, is entitled to an award of reasonable attorney's fees and costs. Moreover, pursuant to Labor Code section 2699(m), any civil penalties recovered by aggrieved employees shall be distributed as follows: 65% to the LWDA and 35% to the Aggrieved Employees.

Claimant also seeks attorneys' fees and costs under California Code of Civil Procedure section 1021.5 for any significant benefit to the aggrieved employees and/or the public as a result of this notice and/or related civil action.

Accordingly, the Companies are liable for attorneys' fees and costs. Claimant has already incurred actual damages, costs, and attorney's fees, and he will continue to incur such costs as a result of the Companies' unlawful actions. Claimant will pursue all available remedies against the Companies, including those provided under the PAGA, on behalf of himself, all other Aggrieved Employees, and the State of California to the extent permitted by California law for the violations of the Labor Code and applicable IWC Wage Order described herein and those that may be later discovered.

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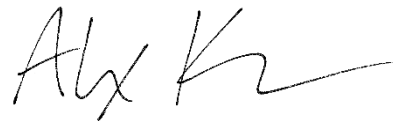
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CONCLUSION

Based on the foregoing, the Companies have violated, and will continue to violate, the Labor Code and the applicable IWC Wage Order, thereby depriving Claimant and other Aggrieved Employees of the rights and protections afforded to them. By submitting this written notice, Claimant has satisfied the prerequisites of the PAGA to serve as a representative of all Aggrieved Employees, the general public, and the State of California. Accordingly, if the LWDA declines to intervene or act within the time prescribed by the PAGA, Claimant may elect to initiate and/or amend a civil action, on behalf of himself, all other Aggrieved Employees, and the State of California, as permitted by the PAGA.

Sincerely,



Alex Kuner

CC: via Certified Mail (Return Receipt)

Harold's Chicken West Coast, LLC
6513 Hollywood Blvd., Suite 213
Los Angeles, CA 90028

Harold's Chicken West Coast, LLC
6523 Hollywood Blvd.
Los Angeles, CA 90028

Harold's Chicken West Coast, LLC
c/o Chasity Clark, Agent for Service of Process
6513 Hollywood Blvd., Suite 212
Los Angeles, CA 90028

Harold's Chicken West Coast, LLC
c/o Chasity Clark, Agent for Service of Process
21180 Lopez Street
Woodland Hills, CA 91364

Harold's Chicken West Coast-Culver City, LLC
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Culver City, CA 90230

Harold's Chicken West Coast-Culver City, LLC
6513 Hollywood Blvd., Suite 213
Los Angeles, CA 90028

California Labor and Workforce Development Agency
Harold's Chicken West Coast, LLC
Harold's Chicken West Coast-Culver City, LLC
December 11, 2025
Page 11



Harold's Chicken West Coast-Culver City, LLC
c/o Chasity Clark, Agent for Service of Process
6513 Hollywood Blvd., Suite 213
Los Angeles, CA 90028

Harold's Chicken West Coast-Culver City, LLC
c/o Chasity Clark, Agent for Service of Process
6513 Hollywood Blvd., Suite 212
Los Angeles, CA 90028

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES Branch Name: Spring Street Courthouse Mailing Address: 312 North Spring Street City, State and Zip Code: Los Angeles CA 90012	
SHORT TITLE: KESHONE SULLIVAN vs HAROLD'S CHICKEN WEST COAST, LLC, et al. NOTICE OF CONFIRMATION OF ELECTRONIC FILING	CASE NUMBER: 26STCV07189

The Electronic Filing described by the below summary data was reviewed and accepted by the Superior Court of California, County of LOS ANGELES. In order to process the filing, the fee shown was assessed.

Electronic Filing Summary Data

Electronically Submitted By: InfoTrack InfoTrack
Reference Number: 06bd5346-e0df-4220-8c55-da17d06772f4
Submission Number: 26LA00470799
Court Received Date: 03/04/2026
Court Received Time: 4:08 pm
Case Number: 26STCV07189
Case Title: KESHONE SULLIVAN vs HAROLD'S CHICKEN WEST COAST, LLC, et al.
Location: Spring Street Courthouse
Case Type: Civil Unlimited
Case Category: Other Employment Complaint Case
Jurisdictional Amount: Over \$35,000
Notice Generated Date: 03/05/2026
Notice Generated Time: 4:16 pm

<u>Documents Electronically Filed/Received</u>	<u>Status</u>
Complaint	Accepted
Summons	Accepted
Civil Case Cover Sheet	Accepted
Notice (name extension)	Accepted

Comments

Submitter's Comments:

Clerk's Comments:

Electronic Filing Service Provider Information

Service Provider: InfoTrack InfoTrack

Contact: InfoTrack InfoTrack

Phone: (844) 340-3096

Superior Court of California
County of Los Angeles
,

Receipt EFM-2026-12275607.1

Date: 3/5/26 4:16 PM

Time: 3/5/26 4:16 PM

CASE # 26STCV07189
KESHONE SULLIVAN vs HAROLD'S

Unlimited Civil- Compt/UD/Pet filed >\$35k - GC70611,70602.5,70602.6 For	435.00
Complex Case Fee - Plaintiff: (one fee for all Plaintiffs)GC 70616(a)	1,000.00
Court Transaction Fee	2.25
Case Total:	<u>1,437.25</u>

Total Paid: 1,437.25

26LA00470799