UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK

MUBARAQ BADA, individually and on behalf of all others similarly situated, **Plaintiff,** **-against-** **QSR NYC LLC; QSR NY LLC; QSR EAST LLC; VALUE FOODSERVICE LLC; and JONATHAN BLOB, individually** **Defendants.**	**No. 1:25-cv-3337** **CLASS ACTION COMPLAINT**

Mubaraq Bada ("Plaintiff"), individually and on behalf of all others similarly situated, as class representative, upon personal knowledge as to himself, and upon information and belief as to other matters, alleges as follows:

NATURE OF THE ACTION

1. This action arises out of Value FoodService LLC and its wholly owned subsidiaries QSR NYC LLC, QSR NY LLC, QSR East LLC (together, the "Corporate Defendants"), and Jonathan Blob ("Blob") (together with the Corporate Defendants, "Defendants") failure to comply with the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq*. ("FLSA"), the New York Labor Law, Article 6, §§ 190 *et seq.* ("NYLL"), and the New York City Fair Workweek Law, Title 20, Chapter 12 of the New York City Administrative Code ("Fair Workweek Law").

2. Value FoodService LLC is a large-scale quick service restaurant franchise owner and operator specializing in KFC franchises. As of January 2025, Value FoodService LLC owns and operates 59 KFC restaurants throughout the United States, with two-thirds of its KFCs in the Northeast (including New York City) and the remaining in the Southeast.[1]

[1] "Value Foodservice Plans to Diversity its Portfolio After Acquiring 11 More KFCs", Franchise

3. Value FoodService LLC is managed by Jonathan Blob, who acts as CEO of the parent company and CEO of the remaining Corporate Defendants.

4. Relevant to this lawsuit, Value FoodService LLC, through the other Corporate Defendants, owns and operates at least 20 KFC locations in New York City and 2 additional KFCs on Long Island.

5. This lawsuit seeks to recover damages for Plaintiff and similarly situated non-exempt hourly fast-food positions (collectively, "Fast Food Workers") who work or have worked for Defendants in New York.

6. Defendants failed to pay Plaintiff and Fast Food Workers minimum wages, agreed upon wages, and overtime wages. In this regard, at times, Plaintiff and Fast Food Workers were regularly unable to take meal breaks due to the volume of in-store work. Despite this, Defendants would apply an automatic 30-minute meal break to Plaintiff's and Fast Food Workers' shifts, resulting in time shaved from their hours worked.

7. Defendants also failed to pay Plaintiffs and Fast Food Workers for uniform maintenance pay, spread-of-hours pay and call-in pay.

8. Defendants also failed to pay Plaintiff and other Fast Food Workers all earned but unused paid leave earned over the course of their employment for which Defendants are required to compensate at the time of an employee's separation pursuant to NYLL § 196-d and the terms of their employment.

9. Defendants failed to provide Plaintiffs and similarly situated Fast Food Workers with an accurate statement of wages pursuant to NYLL § 195(3), as the paystubs provided failed

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Times (available at https://www.franchisetimes.com/franchise_mergers_and_acquisitions/value-foodservice-plans-to-diversify-its-portfolio-after-acquiring-11-more-kfcs/article_37ef169a-d34f-11ef-b10c-4faa7e4b543a.html) (last accessed June 11, 2025).

to notate Plaintiff's and similarly situated Fast Food Workers' correct number of hours they worked and pay they should have received.

10. Plaintiff relied on his paystubs to ensure that Defendants paid him correctly and for all hours worked.

11. Due to Defendants' failure to provide the correct number of hours worked and pay they should have received on the wage statements provided to Plaintiffs and similarly situated Fast Food Workers, Plaintiffs and similarly situated Fast Food Workers were misinformed about the correct number of hours worked, and thus the correct amount of wages they were entitled to receive.

12. Defendants' incorrect wage statements allowed Defendants to continue their unlawful wage and hour scheme without Plaintiff's or similarly situated Fast Food Workers' awareness that they were being underpaid.

13. Upon information and belief, Defendants similarly failed to provide Plaintiff and all other similarly situated Fast Food Workers with any time of hire notices pursuant to NYLL § 195(1).

14. Fast Food Workers rely on their wage notices to ensure that employers have paid them the correctly for the hours they worked.

15. Due to Defendants' failure to provide Plaintiff and Fast Food Workers' with notices reflecting their rates of pay, Plaintiff and Fast Food Workers were un-informed about the correct wages they were supposed earned, and thus they were deprived of the information necessary for reviewing their wages, which was a direct cause for their economic injury, and in fact, resulted in their wages being underpaid.

16. Defendants' failure to provide any wage notices allowed Defendants to continue

their unlawful wage and hour scheme without Plaintiff's and Fast Food Workers' awareness that they were being underpaid.

17. Had Plaintiff and Fast Food Workers been able to see that they were not being lawfully paid via their wage notices and wage statements, they would have been able to avoid underpayment of their wages. *See Guthrie v. Rainbow Fencing LLC*, 113 F.4th 300, 308 (2d Cir. 2024) (plaintiff establishes concrete harm if plaintiff can show she "would have avoided some actual harm or obtained some actual benefit if accurate [statements] had been provided"); *see also Van Duser v. Tozzer Ltd.*, No. 23 Civ. 9329 (AS), 2024 WL 4635495, at *5 (S.D.N.Y. Oct. 31, 2024).

18. Plaintiff's inability to crosscheck their wage notices and wage statements constitutes concrete harm.

19. Accordingly, Plaintiff and Fast Food Workers are entitled to statutory penalties of fifty dollars for each workday that Defendants failed to provide accurate wage statements, up to a total of five thousand dollars each pursuant to NYLL § 195(1).

20. Furthermore, Plaintiff and Fast Food Workers are entitled to statutory penalties of two hundred fifty dollars for each workday that Defendants failed to provide accurate wage statements, up to a total of five thousand dollars each pursuant to NYLL § 195(3).

21. This lawsuit also seeks to recover unpaid schedule change premiums and other damages for Plaintiff and Fast Food Workers who work or have worked for Defendants in New York City.

22. New York City passed the Fair Workweek Law to require fast food employers to provide their employees with predictable schedules with advance notice, sufficient time between shifts, and pathways to full-time employment.

23. Defendants have violated the Fair Workweek Law by failing to provide predictable schedules with at least 14-days' notice, changing employees' schedules at the last minute, requiring employees to work clopenings without written consent and without paying the premium and by terminating employees without providing proper notice. *See* N.Y.C. Admin. Code §§ 20-1221-22, 20-1231; 20-1241.

24. Plaintiff brings this action on behalf of himself and all similarly situated current and former Fast Food Workers pursuant who elect to opt-in to this action pursuant to the FLSA, 29 U.S.C. §§ 201 *et seq*., and specifically, the collective action provision of 29 U.S.C. § 216(b), to remedy violations of the wage-and-hour provisions of the FLSA by Defendants that have deprived Plaintiff and other similarly situated employees of their lawfully earned wages.

25. Plaintiff also brings this action on behalf of himself and all other similarly situated Fast Food Workers in New York pursuant to Federal Rule of Civil Procedure 23 ("Rule 23") to remedy violations of the NYLL.

26. Plaintiff also bring this action on behalf of himself and all other similarly situated Fast Food Workers in New York City pursuant to Rule 23 to remedy violations of the Fair Workweek Law.

THE PARTIES

Plaintiffs

Mubaraq Bada

27. Mubaraq Bada ("Bada") is an adult individual who is a resident of the State of New York.

28. Bada was employed by Defendants as a fast food worker from in or around June 2024 until approximately January 22, 2025.

29. Bada is a covered employee within the meaning of the FLSA, the NYLL, and the Fair Workweek Law.

30. A written consent form for Bada is being filed with this Class Action Complaint.

Defendants

31. Defendants have employed and/or jointly employed Plaintiff and similarly situated employees at all times relevant.

32. Each Defendant has had a substantial control over Plaintiff's and similarly situated employees' working conditions, and over the unlawful policies and practices alleged herein.

33. Defendants are part of a single integrated enterprise that has jointly employed Plaintiff and similarly situated employees at all times relevant.

34. During all relevant times, Defendants' operations have been interrelated and unified.

35. During all relevant times, Defendants have shared a common upper management and have been centrally controlled and or owned by the Individual Defendants.

36. During all relevant times, Defendants have centrally controlled the labor relations at the KFC fast food restaurants owned by Defendants.

QSR NYC LLC

37. QSR NYC LLC is a foreign business corporation organized and existing under the laws of Delaware.

38. QSR NYC LLC's principal executive office is located at 24 Outwater Lane, Suite 2, Garfield, New Jersey 07026.

39. QSR NYC LLC is the corporate payor that appears on Plaintiff's paystubs.

40. KFC's Franchise Disclosure Document dated March 21, 2025 identifies QSR NYC

LLC as the operator of the location at which Plaintiff worked, in addition to two other Brooklyn KFC restaurants.

41. QSR NYC LLC was and is a covered employer within the meaning of the NYLL, the FLSA, and the Fair Workweek Law, and at all times relevant, employed Plaintiff and similarly situated employees.

42. QSR NYC LLC is a "fast food establishment" under the Fair Workweek Law because it is a limited-service establishment that is part of a chain with 30 or more establishments nationally, where patrons order or select food and drink items and pay before eating. N.Y.C. Admin. Code § 20-1201.

43. QSR NYC LLC has maintained control, oversight, and direction over Plaintiff and Fast Food Workers, including timekeeping, payroll, and other employment practices that applied to them.

44. QSR NYC LLC applies the same employment policies, practices, and procedures to all Fast Food Workers in its operation, including policies, practices, and procedures with respect to scheduling.

45. QSR NYC LLC has had an annual gross volume of sales in excess of $500,000.

46. At all times relevant, QSR NYC LLC has employed more than two employees and its employees utilize goods, equipment, and/or materials that have moved in interstate commerce.

47. In this regard, employees for QSR NYC LLC regularly handled goods in interstate commerce, including, but not limited to, food ingredients, paper and plastic supplies, kitchenware equipment, uniforms, and other supplies outside the State of New York.

QSR NY LLC

48. QSR NY LLC is a foreign business corporation organized and existing under the laws of Delaware.

49. QSR NY LLC's principal executive office is located at 24 Outwater Lane, Suite 2, Garfield, New Jersey 07026.

50. QSR NY LLC was and is a covered employer within the meaning of the NYLL, the FLSA, and the Fair Workweek Law, and at all times relevant, employed Plaintiff and similarly situated employees.

51. KFC's Franchise Disclosure Document dated March 21, 2025 identifies QSR NY LLC as the operator of 16 New York City KFCs and 2 KFC restaurants on Long Island.

52. QSR NY LLC is a "fast food establishment" under the Fair Workweek Law because it is a limited-service establishment that is part of a chain with 30 or more establishments nationally, where patrons order or select food and drink items and pay before eating. N.Y.C. Admin. Code § 20-1201.

53. QSR NY LLC has maintained control, oversight, and direction over Plaintiff and Fast Food Workers, including timekeeping, payroll, and other employment practices that applied to them.

54. QSR NY LLC applies the same employment policies, practices, and procedures to all Fast Food Workers in its operation, including policies, practices, and procedures with respect to scheduling.

55. QSR NY LLC has had an annual gross volume of sales in excess of $500,000.

56. At all times relevant, QSR NY LLC has employed more than two employees and its employees utilize goods, equipment, and/or materials that have moved in interstate commerce.

57. In this regard, employees for QSR NYC LLC regularly handled goods in interstate commerce, including, but not limited to, food ingredients, paper and plastic supplies, kitchenware equipment, uniforms, and other supplies outside the State of New York.

QSR EAST, LLC

58. QSR EAST, LLC is a foreign business corporation organized and existing under the laws of Delaware.

59. QSR EAST, LLC'S principal executive office is located at 24 Outwater Lane, Suite 2, Garfield, New Jersey 07026.

60. QSR EAST, LLC was and is a covered employer within the meaning of the NYLL, the FLSA, and the Fair Workweek Law, and at all times relevant, employed Plaintiff and similarly situated employees.

61. KFC's Franchise Disclosure Document dated March 21, 2025 identifies QSR EAST, LLC as the operator of KFC restaurants, including one KFC in Brooklyn, New York and others in Alabama and Florida.

62. QSR EAST, LLC is a "fast food establishment" under the Fair Workweek Law because it is a limited-service establishment that is part of a chain with 30 or more establishments nationally, where patrons order or select food and drink items and pay before eating. N.Y.C. Admin. Code § 20-1201.

63. QSR EAST, LLC has maintained control, oversight, and direction over Plaintiff and Fast Food Workers, including timekeeping, payroll, and other employment practices that applied to them.

64. QSR EAST, LLC applies the same employment policies, practices, and procedures to all Fast Food Workers in its operation, including policies, practices, and procedures with respect

to scheduling.

65. QSR EAST, LLC has had an annual gross volume of sales in excess of $500,000.

66. At all times relevant, QSR EAST, LLC has employed more than two employees and its employees utilize goods, equipment, and/or materials that have moved in interstate commerce.

67. In this regard, employees for QSR EAST, LLC regularly handled goods in interstate commerce, including, but not limited to, food ingredients, paper and plastic supplies, kitchenware equipment, uniforms, and other supplies outside the State of New York.

VALUE FOODSERVICE LLC

68. Value Foodservice LLC is a foreign business corporation organized and existing under the laws of Delaware.

69. Based on information and belief, Value Foodservice LLC principal executive office is located at 24 Outwater Lane, Suite 2, Garfield, New Jersey 07026.

70. Value Foodservice LLC was and is a covered employer within the meaning of the NYLL, the FLSA, and the Fair Workweek Law, and at all times relevant, employed Plaintiff and similarly situated employees.

71. Value Foodservice LLC is listed as the parent company of QSR NYC, LLC; QSR NY, LLC; and QSR East, LLC in its corporate disclosure statement in *Morales v. QSR SE, LLC, Value Foodservice, LLC*, No. 22 Civ. 00533 (D. Ala.).

72. Value Foodservice LLC is a "fast food establishment" under the Fair Workweek Law because it is a limited-service establishment that is part of a chain with 30 or more establishments nationally, where patrons order or select food and drink items and pay before eating. N.Y.C. Admin. Code § 20-1201.

73. Value Foodservice LLC has maintained control, oversight, and direction over Plaintiff and Fast Food Workers, including timekeeping, payroll, and other employment practices that applied to them.

74. Value Foodservice LLC applies the same employment policies, practices, and procedures to all Fast Food Workers in its operation, including policies, practices, and procedures with respect to scheduling.

75. Value Foodservice LLC has had an annual gross volume of sales in excess of $500,000.

76. At all times relevant, Value Foodservice LLC has employed more than two employees and its employees utilize goods, equipment, and/or materials that have moved in interstate commerce.

77. In this regard, employees for Value Foodservice LLC regularly handled goods in interstate commerce, including, but not limited to, food ingredients, paper and plastic supplies, kitchenware equipment, uniforms, and other supplies outside the State of New York.

JONATHAN BLOB

78. Jonathan Blob is a resident of the State of Connecticut.

79. At all relevant times, Jonathan Blob has been the owner and operator of the Corporate Defendants.

80. Jonathan Blob is the CEO of Value Foodservice LLC and has direct management over Value FoodService LLC and the Corporate Defendants.

81. Jonathan Blob has signed bills of sales as CEO of the Corporate Defendants for KFC Restaurants.

82. At all relevant times, Jonathan Blob has had power over personnel decisions at

Defendants' KFC locations, including the power to hire and fire employees, set their wages, and otherwise control the terms and conditions of their employment.

83. At all relevant times, Jonathan Blob has had power over payroll decisions at Defendants' KFC locations, including the power to retain time and/or wage records.

84. At all relevant times, Jonathan Blob has been actively involved in managing the day-to-day operations of Defendants' KFC locations.

85. At all relevant times, Jonathan Blob has had the power to stop any illegal pay practices that harmed Plaintiffs and similarly situated employees.

86. At all relevant times, Jonathan Blob has had the power to transfer the assets and/or liabilities of the Corporate Defendants.

87. At all relevant times, Jonathan Blob has had the power to declare bankruptcy on behalf of the Corporate Defendants.

88. At all relevant times, Jonathan Blob has had the power to enter into contracts on behalf of the Corporate Defendants.

89. At all relevant times, Jonathan Blob has had the power to close, shut down, and/or sell Defendant's KFC locations.

90. Jonathan Blob is a covered employer within the meaning of the FLSA, the NYLL, and the Fair Workweek Law, and at all relevant times, has employed and/or jointly employed Plaintiff and similarly situated employees.

JURISDICTION AND VENUE

91. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331, and jurisdiction over Plaintiffs' state and city law claims pursuant to 28 U.S.C. § 1367.

92. This Court also has jurisdiction over Plaintiffs' claims under the FLSA pursuant to

29 U.S.C. § 216(b).

93. This Court also has original jurisdiction pursuant to the Class Action Fairness Act of 2005 ("CAFA"), codified at 28 U.S.C. § 1332(d), because the amount in controversy against the Defendants in this matter exceeds the sum or value of $5,000,000, exclusive of interest and costs, and Plaintiffs and the members of the proposed class are citizens of states different from that of Defendants.

94. There are over 100 members in the proposed class.

95. Defendants are subject to personal jurisdiction in New York.

96. Venue is proper in the Eastern District of New York pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to the claims occurred in this District, and Defendants conduct business in this District.

COLLECTIVE ACTION ALLEGATIONS

97. Plaintiff brings the First and Second Causes of Action, FLSA claims, on behalf of himself and all similarly-situated persons who work or have worked as Fast Food Workers for Defendants who elect to opt-in to this action (the "FLSA Collective").

98. Defendants are liable under the FLSA for, inter alia, failing to properly compensate Plaintiff and the FLSA Collective.

99. Consistent with Defendants' policies and patterns or practices, Plaintiff and the FLSA Collective were not paid the proper premium overtime compensation of 1.5 times their regular rates of pay for all hours worked beyond 40 per workweek.

100. All of the work that Plaintiff and the FLSA Collective have performed has been assigned by Defendants, and/or Defendants have been aware of all of the work that Plaintiffs and the FLSA Collective have performed.

101. As part of their regular business practice, Defendants have intentionally, willfully, and repeatedly engaged in a pattern, practice, and/or policy of violating the FLSA with respect to Plaintiffs and the FLSA Collective. This policy and pattern or practice includes, but is not limited to, willfully failing to pay their employees, including Plaintiffs and the FLSA Collective, any overtime wages for all hours worked in excess of 40 hours per workweek.

NEW YORK CLASS ACTION ALLEGATIONS

102. Plaintiff brings the Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, and Eleventh Causes of Action, New York Labor Law claims, under Rule 23 of the Federal Rules of Civil Procedure, on behalf of themselves and a class of persons consisting of:

> All persons who work or have worked as Fast Food Workers for QSR NYC LLC and QSR NY LLC in New York between October 28, 2018[2] and the date of final judgment in this matter (the "NYLL Class").

103. Plaintiff brings the Twelfth, Thirteenth, Fourteenth, Fifteenth, Sixteenth, Seventeenth, and Eighteenth Causes of Action, Fair Workweek claims, under Rule 23 of the Federal Rules of Civil Procedure, on behalf of themselves and a class of persons consisting of:

> All persons who work or have worked as Fast Food Workers for QSR NYC LLC and QSR NY LLC in New York in New York City between October 28, 2022[3] and the date of final judgment in this matter (the "FWWL Class").

104. The members of each the NYLL Class and the FWWL Class are so numerous that joinder of all members is impracticable, and the disposition of their claims as a class will benefit the parties and the Court.

105. There are more than fifty members of each the NYLL Class and the FWWL Class.

[2] This class period is due to the additional 228 days of tolling permitted pursuant to Executive Order No. 202. *See Brash v. Richards, et al.*, No. 1812/12 (2d Dep't June 2, 2021).
[3] *Id*.

106. Plaintiff's claims are typical of those claims that could be alleged by any member of each the NYLL Class and the FWWL Class, and the relief sought is typical of the relief which would be sought by each member of each the NYLL Class and the FWWL Class in separate actions.

107. Plaintiff and the members of each the NYLL Class and the FWWL Class have all been injured due to Defendant's common policies, practices, and patterns of conduct. Defendant's corporate-wide policies and practices affected everyone in each the NYLL Class and the FWWL Class similarly, and Defendants benefited from the same type of unfair and/or wrongful acts as to each member of the NYLL Class and the FWWL Class

108. Plaintiff is able to fairly and adequately protect the interests of each the NYLL Class and the FWWL Class and has no interests antagonistic to either the NYLL Class and the FWWL Class.

109. Plaintiff is represented by attorneys who are experienced and competent in both class action litigation and employment litigation and have previously represented many plaintiffs and classes in wage and hour cases.

110. A class action is superior to other available methods for the fair and efficient adjudication of the controversy – particularly in the context of wage and hour litigation where individual class members lack the financial resources to vigorously prosecute a lawsuit against corporate defendants. Class action treatment will permit a large number of similar persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of efforts and expense that numerous individual actions engender.

111. Common questions of law and fact exist as to the NYLL Class that predominate over any questions only affecting Plaintiffs and/or each member of the NYLL Class individually

and include, but are not limited to, the following:

(a) whether Defendants failed to pay Plaintiff and the NYLL Class minimum wages for all of the hours they worked up to 40 hours per workweek;

(b) whether Defendants failed to pay Plaintiff and the NYLL Class agreed upon wages for all of the hours they worked up to 40 hours per workweek;

(c) whether Defendants correctly compensated Plaintiff and the NYLL Class at time and one half their regular rate of pay for all hours worked in excess of 40 per workweek;

(d) whether Defendants failed to compensate Plaintiff and the NYLL Class with uniform maintenance pay;

(e) whether Defendants failed to compensate Plaintiff and the NYLL Class with spread-of-hours pay;

(f) whether Defendants failed to compensate Plaintiff and the NYLL Class with call in pay;

(g) whether Defendants failed to compensate Plaintiff and the NYLL Class for all accrued sick leave pay;

(h) whether Defendants failed to provide proper time of hire notices to Plaintiff and the NYLL Class; and

(i) whether Defendants failed to provide accurate wage statements to Plaintiff and the NYLL Class.

112. Common questions of law and fact exist as to the FWWL Class that predominate over any questions only affecting Plaintiff and/or each member of the FWWL Class individually and include, but are not limited to, the following:

(a) whether Defendants failed to provide each employee with a written good faith estimate of the hours, dates, times, and locations of the employee's expected regular work schedule ("good faith estimate"); and whether Defendants reduced employees' hours worked by more than 15%, without just cause or a legitimate business reason, and without providing a written explanation. N.Y.C. Admin. Code § 20- 1221(a); N.Y.C. Admin. Code § 20- 1272.

(b) whether Defendants failed to provide each employee with a written work schedule at least 14 days before the first day of each schedule. N.Y.C. Admin. Code §§ 20-1201 and 20-1221(b)-(c); failed to post the schedule in the workplace and/or personally provide it to each employee, either electronically or on paper. N.Y.C. Admin. Code § 20-1221(c)(1); and/or failed to provide employees with the new versions of the schedule within 24 hours of making the change. *Id*. § 20-1221(c)(2).

(c) whether Defendants obtained written consent when requiring employees to work additional time. N.Y.C. Admin. Code § 20-1221(d); 6 R.C.N.Y. § 7-606(a).

(d) whether Defendants paid employees a schedule change premium ("premium pay") when they made a change of more than 15 minutes to an employee's schedule with less than 14 days' notice. N.Y.C. Admin. Code § 20-1222(a); 6 R.C.N.Y. § 7-606(b).

(e) whether Defendants both obtained written consent from employees for shifts spanning two calendar days and with less than 11 hours between the shifts ("clopening" shifts) and paid employees the required $100 premium for such shifts. N.Y.C. Admin. Code § 20-1231; 6 R.C.N.Y. § 7-601(a).

(f) whether Defendants gave part-time employees the opportunity to work more shifts before hiring new employees. N.Y.C. Admin. Code § 20-1241; N.Y.C. Admin. Code § 20- 1221(a).

(g) whether Defendants terminated or reduced the hours of employees without just cause and/or failed to provide written notice of termination or reduction of hours. N.Y.C. Admin. Code § 20-1272.

(h) whether Defendants maintained records that document their compliance with each of the above requirements of the Fair Workweek Law for three years. N.Y.C. Admin. Code § 20-1206(a); 6 R.C.N.Y. § 7- 609(a).

PLAINTIFF'S FACTUAL ALLEGATIONS

113. Consistent with their policies and patterns or practices as described herein, Defendants harmed Plaintiff, individually, as follows:

Mubaraq Bada

114. Bada was employed at Defendant's KFC fast food establishment located in Brooklyn, New York as an hourly fast food employee from approximately June 2024 until approximately January 22, 2025. Bada worked at the KFC restaurants located at 1615 Utica Avenue, Brooklyn, New York 11234 and 798-812 Fourth Avenue, Brooklyn, New York 11215.

115. Throughout her employment, Bada's scheduled varied, but she has generally worked the following hours: 3 to 5 days per week, for shifts regularly between 7 to 9 hours, though some shifts surpassed 10 hours when necessary. For instance, Bada recalls working a shift from 1:00 pm to 1:00 am.

116. Occasionally, Bada worked over 40 hours per workweek when he worked 5 days per week.

117. Defendants failed to pay Bada for all hours worked each week (*i.e.* "time-shaving"). In this regard, even if Bada did not take a meal break, Defendants would deduct a 30-minute meal break from each shift he worked.

118. Defendant's meal deduction resulting in a minimum wage and/or agreed upon wage violation for hours worked below 40 per workweek, and an overtime violation for hours worked over 40 per workweek.

119. At his time of hire, Bada was only given one uniform despite regularly working three to five days per week. The uniform consisted of a t-shirt emblazoned with Defendants' logo and a hat.

120. Per Defendants' policy, Bada was required to wear a clean uniform each shift.

121. Due to the nature of the fast food industry, Bada's uniform shirt would become dirty, odorous, and soiled after each shift, thus requiring daily washing.

122. Defendants do not and did not offer to wash, iron, dry clean, repair, or perform other maintenance necessary for Bada's required uniform.

123. Defendants did not provide Bada with a sufficient number of uniforms consistent with the average number of days worked per week by Bada.

124. Thus, the uniform does not fall under the wash and wear exception in order for Defendants to avoid uniform maintenance pay, and as such, Bada was entitled to uniform maintenance pay.

125. Defendants fail to pay Bada spread-of-hours pay for all occurrences in which the length of her workday, including working time and meal breaks, spanned greater than 10 hours, in violation of the NYLL.

126. At times, Defendants sent Bada home before the end of his shift, resulting in a shift worked shorter than 3 hours, but failed to pay him call-in pay as required by the NYLL. For instance, Bada recalls reporting to work for his scheduled shift, only to be sent home because of a last-minute schedule change that took him off the schedule without any notice.

127. Pursuant to Defendants' PTO policies and NYLL § 196(b), Plaintiff accrued PTO over the course of his employment. At the time Defendants ended Plaintiff's employment, he has earned 30.858 hours of paid sick leave. Defendants failed to compensate Plaintiff his earned sick leave, despite the employment terms that provided that earned sick leave be paid upon separation of employment.

128. Upon information and belief, Defendants failed to furnish Bada with any time of

hire wage notice, as required by the NYLL.

129. Moreover, Defendants failed to furnish Bada with accurate statements of wages with each payment of wages as required by the NYLL. In this regard, the wage statements provided to Bada failed to account for all of his hours worked and for other owed wages, such as spread-of-hours pay and call-in pay.

130. Due to Defendants' failure to provide Bada's pay information and proper number of hours worked on his wage notices and wage statements, he was misinformed and/or un-informed about his actual wages earned, and was thus deprived of the information necessary to review his wages earned, which was a direct cause for his economic injury, and in fact, resulted in his wages being underpaid.

131. When Defendants first hired Bada, it did not provide him with a good faith estimate of the hours, dates, times, and locations of his expected regular schedule in violation of N.Y.C. Admin Code § 20-1221(a).

132. Defendants regularly failed to provide Bada with a written work schedule at least 14 days before the first day of each schedule in violation of N.Y.C. Admin. Code §§ 20-1201 and 20-1221(b)-(c).

133. When Defendants added time to Bada's work schedule with less than 14 days' advance notice – or no advance notice at all – it did not give Bada an opportunity to decline to work the additional time in violation of N.Y.C. Admin. Code § 20-1221(d).

134. During Bada's employment, Defendants regularly changed his schedule at the last minute and failed to pay him schedule change premiums in violation of N.Y.C. Admin. Code § 20-1222(a); 6 R.C.N.Y. § 7-606(b).

135. Defendants also failed to notify Alexander of the details of the available shifts,

including whether the shifts were recurring and how to express interest in picking them up, before hiring new employees in violation of N.Y.C. Admin. Code § 20-1241.

136. On or around January 22, 2025, Defendants terminated Plaintiff's employment without provided any written notice of termination or explanation.

FIRST CAUSE OF ACTION
Fair Labor Standards Act – Minimum Wages
(Brought on behalf of Plaintiff and the FLSA Collective)

137. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

138. At all times relevant, Plaintiff and the FLSA Collective were, are, or have been employees, and Defendants were, are, or have been employers of Plaintiff and the FLSA Collective, within the meaning of 29 U.S.C §§ 201 *et seq*.

139. At all times relevant, Defendants have been employers of Plaintiff and the FLSA Collective, engaged in commerce and/or the production of goods for commerce within the meaning of 29 U.S.C. §§ 201 *et seq*.

140. Defendants have failed to compensate Plaintiff and the FLSA Collective for all hours worked at the applicable minimum wage rate. In this regard, at times, Defendants "shaved" Plaintiff's and the FLSA Collective's time by implanting an automatic 30-minute break deduction even if Plaintiff and the FLSA Collective did not take a break.

141. As a result of Defendants' willful violations of the FLSA, Plaintiff and the FLSA Collective have suffered damages by being denied minimum wages in accordance with the FLSA, and are entitled to recovery of such amounts, liquidated damages, attorneys' fees and costs, and other compensation pursuant to 29 U.S.C. §§ 201 *et seq.*

SECOND CAUSE OF ACTION
Fair Labor Standards Act – Overtime Wages
(Brought on behalf of Plaintiffs and the FLSA Collective)

142. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

143. The overtime wage provisions set forth in the FLSA, 29 U.S.C. §§ 201 *et seq.*, and the supporting federal regulations, apply to Defendants and protect Plaintiff and the FLSA Collective.

144. Plaintiff and the FLSA Collective worked in excess of 40 hours during workweeks in the relevant period.

145. Defendants failed to pay Plaintiff and the FLSA Collective the premium overtime wages to which they were entitled under the FLSA – at a rate of 1.5 times their regular rate of pay, for all hours worked in excess of 40 per workweek. In this regard, at times, Defendants "shaved" Plaintiff's and the FLSA Collective's time by implanting an automatic 30-minute break deduction even if Plaintiff and the FLSA Collective did not take a break.

146. As a result of Defendants' willful violations of the FLSA, Plaintiff and the FLSA Collective have suffered damages by being denied proper overtime compensation in amounts to be determined at trial, and are entitled to recovery of such amounts, liquidated damages, attorneys' fees and costs, and other compensation pursuant to 29 U.S.C. §§ 201 *et seq.*

THIRD CAUSE OF ACTION
New York Labor Law – Minimum Wages
(Brought on behalf of Plaintiffs and the NYLL Class)

147. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

148. At all times relevant, Plaintiff and the NYLL Class have been employees of Defendants, and Defendants have been employers of Plaintiff and the NYLL Class within the

meaning of the NYLL §§ 650 *et seq*., and the supporting New York State Department of Labor Regulations.

149. Defendants failed to pay Plaintiff and the NYLL Class for all hours worked up to and including 40 per workweek, at the minimum hourly wage to which they were entitled under the NYLL and the supporting New York State Department of Labor Regulations. In this regard, at times, Defendants "shaved" Plaintiff's and the NYLL Class's time by implanting an automatic 30-minute break deduction even if Plaintiff and the Class did not take a break.

150. Pursuant to the NYLL, Article 19, §§ 650 *et seq*., and the supporting New York State Department of Labor Regulations, Defendants have been required to pay Plaintiff and the NY Class the full minimum wage at a rate of (a) $11.00 per hour on and after December 31, 2016; $13.00 per hour on and after December 31, 2017; $15.00 per hour on and after December 31, 2018; $16.00 per hour on and after December 31, 2024; and $16.50 per hour on and after January 1, 2025.

151. Due to Defendants' violations of the NYLL, Plaintiffs and the NYLL Class are entitled to recover from Defendants their unpaid minimum wages, liquidated damages as provided for by the NYLL, reasonable attorneys' fees and costs, and pre-judgment and post-judgment interest.

FOURTH CAUSE OF ACTION
New York Labor Law – Agreed Upon Wages
(Brought on behalf of Plaintiffs and the NYLL Class)

152. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

153. Pursuant to NYLL, Article 6 § 191(1)(d), Defendants have been required to pay Plaintiff and the NYLL Class the wages they have earned in accordance with the agreed terms of their employment.

154. Defendants failed to pay Plaintiff and the NYLL Class for all hours worked, at their agreed upon rate of pay. In this regard, at times, Defendants "shaved" Plaintiff's and the NYLL Class's time by implanting an automatic 30-minute break deduction even if Plaintiff and the Class did not take a break.

155. As a result of the common policies described above Defendants have violated the agreed upon wage provisions of the NYLL with respect to Plaintiff and the NYLL Class by: failing to compensate Plaintiff and the NYLL Class for all hours worked up to and including 40 at their agreed upon rate of pay.

156. Due to Defendants' violations of the NYLL, Plaintiff and the NYLL Class are entitled to recover from Defendants their agreed wages, liquidated damages, reasonable attorneys' fees and costs, and pre-judgment and post-judgment interest.

FIFTH CAUSE OF ACTION
New York Labor Law – Overtime Wages
(Brought on behalf of Plaintiff and the NYLL Class)

157. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

158. The overtime wage provisions of Article 19 of the NYLL and its supporting regulations apply to Defendants and protect Plaintiff and the NYLL Class.

159. Defendants failed to pay Plaintiff and the NYLL Class the premium overtime wages to which they were entitled under the NYLL and the supporting New York State Department of Labor Regulations – at a rate of 1.5 times their regular rate of pay, for all hours worked beyond 40 per workweek.

160. In this regard, Defendants required Plaintiff and the NYLL Class to perform work without compensation. Specifically, at times, Defendants "shaved" Plaintiff's and the NYLL

Class's time by implanting an automatic 30-minute break deduction even if Plaintiff and the Class did not take a break.

161. Due to Defendants' violations of the NYLL, Plaintiff and the NYLL Class are entitled to recover from Defendants their unpaid overtime wages, liquidated damages as provided for by the NYLL, reasonable attorneys' fees and costs, and pre-judgment and post-judgment interest.

SIXTH CAUSE OF ACTION
New York Labor Law – Failure to Provide Uniform Maintenance Pay
(Brought on behalf of Plaintiff and the NYLL Class)

162. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

163. Under the NYLL, a fast food employer must maintain required uniforms or pay the employee, in addition to the employee's agreed upon rate of pay, uniform maintenance pay at the weekly rate set forth below, based on the number of hours worked, where employees who work over 30 hours per week shall be paid the High rate, employees who work more than 20 hours but fewer than 30 hours shall be paid the Medium rate and employees who work 20 hours or fewer shall be paid the Low rate: $13.70 High, $10.80 Medium, $6.55 Low on and after December 31, 2016; $16.20 High, $12.80 Medium, $7.75 Low on and after December 31, 2017; $18.65 High, $14.75 Medium, $8.90 Low on and after December 31, 2018; $19.90 High, $15.75 Medium, $9.50 Low on and after January 1, 2024. 12 N.Y.C.R.R. §146-1.7(a).

164. Defendants have required Plaintiff and the NYLL Class to bear the costs of cleaning their required uniform shirts, and have not properly reimbursed Plaintiff and the NYLL Class for the cost of cleaning the required uniforms.

165. Defendants failed to provide a sufficient number of uniforms, and launder and/or

maintain the required uniforms for Plaintiff and the NYLL Class, and failed to pay them the required weekly amount in addition to their wages.

166. Due to Defendants' violations of the NYLL, Plaintiff and the NYLL Class are entitled to recover from Defendants unpaid uniform maintenance pay, liquidated damages as provided for by the NYLL, reasonable attorneys' fees and costs, and pre-judgment and post-judgment interest.

SEVENTH CAUSE OF ACTION
New York Labor Law – Failure to Pay Call-In Pay
(Brought on behalf of Plaintiff and the NYLL Class)

167. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

168. During regularly scheduled shifts, Plaintiff and the NYLL Class who reported for duty, whether or not assigned to actual work, were permitted to leave by request or permission of Defendants, and were not compensated for: (1) at least three hours for one shift or the number of hours in the regularly scheduled shift, whichever is less; (2) at least six hours for two shifts totaling six hours or less, or the number of hours in the regularly scheduled shift, whichever is less; and (3) at least eight hours for three shifts totaling eight hours or less or the number of hours in the regularly scheduled shift, whichever is less, as required by 12 N.Y.C.R.R. Part 137 and Part 146.

169. Due to Defendants' violations of the NYLL, Plaintiff and the NYLL Class are entitled to recover from Defendants up to three hours of wages calculated at their regular or overtime rate of pay, whichever is applicable, as provided for by 12 N.Y.C.R.R. Part 137 and Part 146, liquidated damages as provided for by the NYLL, reasonable attorneys' fees and costs, and pre-judgment and post-judgment interest.

EIGHTH CAUSE OF ACTION
New York Labor Law – Failure to Pay Spread-of-Hours Pay
(Brought on behalf of Plaintiff and the NYLL Class)

170. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

171. At times, Defendants have failed to pay Plaintiff and the NYLL Class additional compensation of one hour's pay at the basic minimum hourly wage rate for each day that the length of the interval between the beginning and end of their workday – including working time plus time off for meals plus intervals off duty – was greater than 10 hours

172. By Defendants' failure to pay Plaintiff and the NYLL Class spread of hours pay, Defendants have violated the NYLL, Article 19, §§ 650 *et seq*., and the supporting New York State Department of Labor Regulations.

173. Due to Defendants' violations of the NYLL, Plaintiff and the NYLL Class are entitled to recover from Defendants their unpaid spread of hours wages, liquidated damages, reasonable attorneys' fees and costs, and pre-judgement and post-judgement interest.

NINTH CAUSE OF ACTION
NYLL & Breach of Contract – Failure to Pay Accrued Sick Leave Pay
(On behalf of Plaintiff and the NYLL Class)

174. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

175. NYLL § 196-b states expressly that employers shall provide certain paid leave in each calendar year to covered employees.

176. Pursuant to the above law, Defendants maintained a policy regarding paid leave for all employees.

177. Unless an employer's paid sick leave and/or resignation policy specifies, in writing,

that employees lose accrued benefits upon termination of employment, earned paid leave must be paid out to departing employees. *See Glenville Gage Company, Inc. v. Industrial Board of Appeals of the State of New York, Department of Labor*, 70 AD 2d 283 (3d Dept 1979).

178. Defendants' written and/or implied paid time off policies and practices required the disbursement of earned paid time to departing employees and/or was silent on the issue.

179. Defendants failed to provide accrued paid leave to Plaintiff and the NYLL class upon their department from their employment.

180. Plaintiff and the NYLL Class have all times performed all conditions, covenants, and promises required with their explicit and/or implicit employment terms and have never been in breach of the same.

181. By failing to compensate Plaintiff and the NYLL Class their earned paid time, Defendants failed to provide full earned compensation to them in breach of the terms of their employment.

182. At no point during their employment with Defendants were Plaintiff or NYLL Class Members explicitly informed that they would lose accrued paid time benefits when their employment with Defendants ended.

183. As a result of said breach, Plaintiff and the NYLL Class are owed money damages for Defendants' failure to pay out all earned paid leave time.

TENTH CAUSE OF ACTION
New York Labor Law – Failure to Provide Accurate Wage Statements
(Brought on behalf of Plaintiff and the NYLL Class)

184. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

185. Defendants failed to supply Plaintiff and the NYLL Class with an accurate

statement of wages with every payment of wages as required by NYLL, Article 6, § 195(3), listing: dates of work covered by that payment of wages; name of employee; name of employer; address and phone number of employer; rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or other; gross wages; deductions; allowances, if any, claimed as part of the minimum wage; hourly rate or rates of pay and overtime rate or rates of pay if applicable; the number of hours worked per week, including overtime hours worked if applicable; deductions; and net wages.

186. Due to Defendants' violations of NYLL § 195(3), Plaintiff and the NYLL Class are entitled to statutory penalties of two hundred fifty dollars for each workday that Defendants failed to provide them with accurate wage statements, or a total of five thousand dollars each, as well as reasonable attorneys' fees and costs as provided for by NYLL, Article 6, § 198.

ELEVENTH CAUSE OF ACTION
New York Labor Law – Failure to Provide Time of Hire Wage Notice
(Brought on behalf of Plaintiff and the NYLL Class)

187. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

188. Defendants have failed to supply Plaintiff and the NYLL Class with proper time of hire wage notices, as required by NYLL, Article 6, § 195(1), in English or in the language identified as their primary language, at the time of hiring and at subsequent wage changes, containing, among other items: the rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or other; allowances, if any, claimed as part of the minimum wage; the regular pay day designated by the employer in accordance with section one hundred ninety-one of this article; overtime rate; the name of the employer; any "doing business as" names used by the employer; the physical address of the employer's main office or principal

place of business, and a mailing address if different; the telephone number of the employer; plus such other information as the commissioner deems material and necessary.

189. Upon information and belief, Defendants failed to provide any wage notices provided to Plaintiff and similarly situated Fast Food Workers.

190. As a result, Plaintiff and Fast Food Workers were un-informed about the correct wages they were supposed to earn, and thus they were deprived of the information necessary for reviewing their wages, which was a direct cause for their economic injury, and in fact, resulted in their wages being underpaid.

191. Due to Defendants' violations of NYLL, Article 6, § 195(1), Plaintiff and the NYLL Class are entitled to statutory penalties of fifty dollars for each workday that Defendants failed to provide them with wage notices, or a total of five thousand dollars each, as well as reasonable attorneys' fees and costs as provided for by NYLL, Article 6, § 198(1-b).

TWELFTH CAUSE OF ACTION
Fair Workweek Law
Failure to Provide Written Good Faith Estimates
(Brought on behalf of Plaintiffs and the FWWL Class)

192. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

193. Prior to July 4, 2021, Defendants were required to provide each new employee with a written good faith estimate no later than when a new employee receives his or her first work schedule. N.Y.C. Admin. Code § 20-1221(a).

194. As of July 4th Defendants are required to provide each new employee with a regular schedule no later than when a new employee receives his or her first work schedule. N.Y.C. Admin. Code § 20-1221(a).

195. Defendants are also required to maintain records of the good faith estimates and

regular schedules it provides to employees. N.Y.C. Admin. Code § 20-1206(a); 6 R.C.N.Y. § 7-609(a)(2)(i). A failure to maintain, retain, or produce a required record that is relevant to a material fact creates a rebuttable presumption that such fact is true. N.Y.C. Admin. Code § 20-1206(b).

196. Defendants may not reduce the total hours in a fast food employee's regular schedule by more than 15% from the highest total hours contained in such employee's regular schedule at any time within the previous 12 months, unless the employee has previously consented to or requested such reduction in writing, without just cause or a legitimate business reason. N.Y.C. Admin. Code § 20-1221(a).

197. Defendants committed a violation of § 20-1221(a) of the Fair Workweek Law each time it failed to provide a written good faith estimate to any hourly employee hired to work in any New York City store.

198. Defendants also committed a violation of § 20-1221(a) of the Fair Workweek Law each time it reduced an employees' regular schedule by more than 15% from the highest total hours as described herein.

199. Due to Defendants' violations of the Fair Workweek Law, § 20-1221(a), Plaintiff and the FWWL lass have been deprived of a predictable work schedule and are entitled to recover from Defendants compensatory damages and any other relief required to make the employees whole, and reasonable attorneys' fees and costs.

THIRTEENTH CAUSE OF ACTION
Fair Workweek Law
Failure to Provide Advance Notice of Work Schedules
(Brought on behalf of Plaintiff and the FWWL Class)

200. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

201. Defendants are required to provide employees with written notice of their work

schedules at least 14 days before the first day of each schedule. N.Y.C. Admin. Code § 20-1221(b).

202. Defendants are also required to maintain records of each written schedule provided to each employee. N.Y.C. Admin. Code § 20-1206(a); 6 R.C.N.Y. § 7-609(a)(1)(iii). A failure to maintain, retain, or produce a required record that is relevant to a material fact creates a rebuttable presumption that such fact is true. N.Y.C. Admin. Code § 20-1206(b).

203. Defendants committed a violation of § 20-1221(b) of the Fair Workweek Law each week it failed to provide each employee with that employee's written work schedule 14 days in advance.

204. Due to Defendants' violations of the Fair Workweek Law, § 20-1221(b-c), Plaintiff and the FWWL Class have been deprived of a predictable work schedule and are entitled to recover from Defendants compensatory damages and any other relief required to make the employees whole, and reasonable attorneys' fees and costs.

FOURTEENTH CAUSE OF ACTION
Fair Workweek Law
Failure to Obtain Written Consent for Additional Hours
(Brought on behalf of Plaintiff and the FWWL Class)

205. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

206. Defendants are required to obtain written consent from fast food employees who work additional hours that are not included in their initial work schedules. N.Y.C. Admin. Code § 20- 1221(d).

207. Defendants are required to maintain records that show fast food employees' advance written consent to any schedule changes in which hours are added to the fast food employee's initial work schedule. N.Y.C. Admin. Code § 20-1206(a); 6 R.C.N.Y. § 7-609(a)(1)(ii). A failure to maintain, retain, or produce a required record that is relevant to a material

fact creates a rebuttable presumption that such fact is true. N.Y.C. Admin. Code § 20-1206(b).

208. Defendants committed a unique violation of § 20-1221(d) of the Fair Workweek Law each time it failed to obtain a fast food employee's advance written consent for hours added to the initial work schedule.

209. Due to Defendants' violations of the Fair Workweek Law, § 20-1221(d), Plaintiff and the FWWL Class have been deprived of a predictable work schedule and are entitled to recover from Defendants compensatory damages and any other relief required to make the employee whole, and reasonable attorneys' fees and costs.

FIFTEENTH CAUSE OF ACTION
Fair Workweek Law
Failure to Provide Schedule Change Premiums
(Brought on behalf of Plaintiffs and the FWWL Class)

210. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

211. Defendants are required to provide employees with premium pay for changes it makes to employees' work schedules any time after the 14-day statutory schedule provision date. N.Y.C. Admin. Code § 20-1222(a).

212. Defendants are required to maintain records that show each written work schedule provided to each employee, each employee's actual hours worked, and the amounts of premium pay provided to employees whose work schedules are changed by Defendants with less than 14 days' notice. N.Y.C. Admin. Code § 20-1206(a); 6 R.C.N.Y. §§ 7-609(a)(1) and 609(a)(2)(ii). A failure to maintain, retain, or produce a required record that is relevant to a material fact creates a rebuttable presumption that such fact is true. N.Y.C. Admin. Code § 20-1206(b).

213. Defendants committed a unique violation of § 20-1222(a) of the Fair Workweek Law each time it failed to pay required schedule change premiums to fast food employees whose

work schedules it changed with less than 14 days' notice.

214. Due to Defendants' violations of the Fair Workweek Law, § 20-1222(a), Plaintiff and the FWWL Class have been deprived of a predictable work schedule and are entitled to recover from Defendants unpaid schedule change premiums, ranging from $10 to $75 for each violation, compensatory damages and any other relief required to make the employee whole, and reasonable attorneys' fees and costs.

SIXTEENTH CAUSE OF ACTION
Fair Workweek Law
Failure to Obtain Written Consent and Provide Premium Pay for Clopenings
(Brought on behalf of Plaintiff and the FWWL Class)

215. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

216. Defendants are prohibited from requiring fast food employees to work clopenings, unless the employee provides written consent, and Defendants provides $100 in premium pay, to work the clopening. N.Y.C. Admin. Code § 20-1231.

217. For clopenings, Defendants are required to maintain records showing that it obtained written consent from the employee, and records of premium pay that it provided to the employee. N.Y.C. Admin. Code § 20-1206(a); 6 R.C.N.Y. §§ 7-609(a)(1)(ii) and 609 (a)(2)(ii).

218. A failure to maintain, retain, or produce a required record that is relevant to a material fact creates a rebuttable presumption that such fact is true. N.Y.C. Admin. Code § 20-1206(b).

219. Defendants committed a violation of § 20-1231 of the Fair Workweek Law each time it failed to obtain written consent from an employee who worked a clopening.

220. Defendants committed a violation of § 20-1231 of the Fair Workweek Law each time it failed to pay $100 in premium pay to an employee who worked a clopening.

221. Due to Defendants' violations of the Fair Workweek Law, § 20-1231, Plaintiff and the FWWL Class have been deprived of a predictable work schedule and are entitled to recover from Defendants unpaid premiums of $100 for each violation, compensatory damages and any other relief required to make the employee whole, and reasonable attorneys' fees and costs.

SEVENTEENTH CAUSE OF ACTION
Fair Workweek Law
Failure to Offer Newly Available Shifts to Existing Employees
(Brought on behalf of Plaintiffs and the FWWL Class)

222. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

223. Defendants are required to notify its current employees about newly available shifts and offer them those shifts before hiring any new employees. N.Y.C. Admin. Code § 20- 1241.

224. Defendants are required to maintain records that document its compliance with the Fair Workweek Law for three years. N.Y.C. Admin. Code § 20-1206(a). A failure to maintain, retain, or produce a required record that is relevant to a material fact creates a rebuttable presumption that such fact is true. N.Y.C. Admin. Code § 20-1206(b).

225. Defendants committed a unique violation of § 20-1241 of the Fair Workweek Law each time it failed to offer a current employee the shifts it subsequently offered to a new hire in the same KFC location.

226. Due to Defendants' violations of the Fair Workweek Law, § 20-1231, Plaintiff and the FWWL Class have been deprived of a predictable work schedule and are entitled to recover from Defendants compensatory damages and any other relief required to make the employee whole, and reasonable attorneys' fees and costs.

EIGHTEENTH CAUSE OF ACTION
Fair Workweek Law
Failure to Provide Written Notice of Termination or Reduction of Hours
(Brought on behalf of Plaintiff and the FWWL Class)

227. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

228. Defendants cannot fired or reduce the hours of Fast Food Workers without "just cause." N.Y.C. Admin. Code § 20-1272.

229. In order to terminate, layoff, or reduce the hours of a Fast Food Worker, Defendant was and has been required to must provide a written explanation to that employee detailing the reasoning for such adverse employment action.

230. Defendants committed a violation of § 20-1272 of the Fair Workweek Law each time it fired or reduced the hours of a Fast Food Worker without just cause.

231. Defendants committed a violation of § 20-1272 of the Fair Workweek Law each time it failed to provided a written notice detailing the reasoning for termination or a reduction of hours for Fast Food Workers.

232. Due to Defendants' violations of the Fair Workweek Law, § 20-1211(c), Plaintiff and the FWWL Class have been deprived of a predictable work schedule and are entitled to recover from Defendants $500 per occurrence, payment of back pay for any loss of pay or benefits resulting from the wrongful discharge, and punitive damages. and any other relief required to make the employee whole, and reasonable attorneys' fees and costs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually, and on behalf of all other similar persons, respectfully request that this Court grant the following relief:

A. That, at the earliest possible time, Plaintiff be allowed to give notice of this collective action, or that the Court issue such notices, to all Fast Food Workers who are presently, or have at any time between June 13, 2022 and up through and including the date of this Court's issuance of court-supervised notice, worked at the Defendants' KFC locations. Such notice shall inform them that this civil action has been filed, of the nature of the action, and of their right to join this lawsuit if they believe they were denied proper wages;

B. Unpaid minimum wages and overtime compensation and an additional and equal amount as liquidated damages pursuant to the FLSA and the supporting United States Department of Labor Regulations;

C. Certification of this case as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure;

D. Designation of Plaintiff as representative of the NYLL Class and the FWWL Class and counsel of record as Class Counsel;

E. Unpaid minimum wages, agreed upon wages, overtime compensation, and other unpaid wages, and liquidated damages permitted by law pursuant to the NYLL and the supporting New York State Department of Labor Regulations;

F. Statutory penalties of fifty dollars for each workday that Defendants failed to provide Plaintiff and the NYLL Class with proper annual wage notices, or a total of five thousand dollars each, as provided for by NYLL, Article 6 § 198;

G. Statutory penalties of two hundred fifty dollars for each workday that Defendants

failed to provide Plaintiff and the NYLL Class with accurate wage statements, or a total of five thousand dollars each, as provided for by NYLL, Article 6 § 198;

H. Unpaid schedule change premiums, unpaid clopening premiums, compensatory damages and any other relief required to make Fast Food Workers whole;

I. Penalties, as provided by law;

J. Pre-judgment and post-judgement interest, as provided by law; and

K. Reasonable attorneys' fees and costs of the action; and

L. Such other relief as this Court shall deem just and proper.

Dated: New York, New York
June 13, 2025

Respectfully submitted,

/s/ Brian S. Schaffer
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Attorneys for Plaintiff and
the Putative Class and Collective

FAIR LABOR STANDARDS ACT CONSENT

1. I consent to be a party plaintiff in a lawsuit against KFC and/or related entities and individuals in order to seek redress for violations of the Fair Labor Standards Act, pursuant to 29 U.S.C. § 216(b).

2. By signing and returning this consent form, I hereby designate FITAPELLI & SCHAFFER, LLP ("the Firm") to represent me and make decisions on my behalf concerning the litigation and any settlement. I understand that reasonable costs expended on my behalf will be deducted from any settlement or judgment amount on a pro rata basis among all other plaintiffs. I understand that the Firm will petition the Court for attorney's fees from any settlement or judgment in the amount of the greater of: (1) the "lodestar" amount, calculated by multiplying reasonable hourly rates by the number of hours expended on the lawsuit, or (2) 1/3 of the gross settlement or judgment amount. I agree to be bound by any adjudication of this action by a court, whether it is favorable or unfavorable.

Signed by:

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Signature

Mubaraq Bada

Full Legal Name (Print)