

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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**JIAN SHI, XIN YU LI, HONG TAO CHEN,
HUA LU, and LIANG CHANG,**

Plaintiffs,

CASE NO. 1:21-cv-09340-VEC

-against-

**FIRST AMENDED
COMPLAINT¹**

**AJISAI JAPANESE FUSION, INC., HANE
JAPANESE FUSION, INC., YAO YAO SUSHI,
INC., BELUGA WHALE SUSHI, INC., CHI KAN
LAM, and XIU XIANG YAO a/k/a BI XIANG
YAO,**

Defendants.
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1. Plaintiffs are former employees of Defendants. Plaintiffs were employed as delivery workers at the restaurant at 795 Lexington Avenue, New York, New York 10065-8160 that operated under the name “Ajisai” (hereinafter referred to as “the Restaurant”) throughout the period of Plaintiffs’ employment.
2. Plaintiffs by their undersigned attorneys bring this action to redress violations of Plaintiffs’ rights under the Fair Labor Standards Act (“FLSA”) and the New York Labor Law (“NYLL”). The aforementioned violations arose from, *inter alia*, Defendants’ failures to pay Plaintiffs the applicable minimum wage during periods of their employment and Defendants’ failure to pay Plaintiff’s overtime compensation at one and one-half (1.5) times their respective regular rates of pay for time worked per week in excess of forty (40) hours.

¹ Plaintiffs’ First Amended Complaint substitutes Defendant Xiu Xiang Yao a/k/a Bi Xiang Yao for the Defendant previously named as “Jane Doe a/k/a Ms. Yao” in the original Complaint. No new claim for relief is asserted against any of the other Defendants.

3. Plaintiffs' claims are for the period from November 11, 2015 through the present (hereinafter referred to the "Relevant Time Period").
4. This Court has subject-matter jurisdiction over Plaintiffs' federal claims pursuant to the FLSA, 29 U.S.C. § 201 et seq., 29 U.S.C. § 216, and 28 U.S.C. § § 1331 and 1337. This Court also has supplemental jurisdiction over Plaintiffs' state law claims pursuant to 28 U.S.C. § 1367.
5. Venue is proper in the Southern District of New York pursuant to 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to the claims occurred in this District.

PARTIES

6. JIAN SHI, XIN YU LI, HONG TAO CHEN, HUA LU, and LIANG CHANG were employed as delivery workers at the Restaurant for some or all of the Relevant Time Period.
7. Upon information and belief, AJISAI JAPANESE FUSION, INC. was a corporation organized and existing under the laws of the State of New York, with its principal executive office located at 795 Lexington Avenue, New York, NY 10065.
8. AJISAI JAPANESE FUSION, INC. was a privately held corporation that owned and operated a restaurant in New York City doing business under the trade name Ajisai from July 17, 2009 through February 28, 2018.
9. Upon information and belief, AJISAI JAPANESE FUSION, INC. was an enterprise engaged in interstate commerce within the meaning of the FLSA in that it:

- c. had employees engaged in commerce or in the production of goods for commerce, or who handled, sold or otherwise worked on goods or materials that were moved in or produced for commerce by any person; and
 - d. had an annual gross volume of sales of not less than \$500,000.
- 10. Upon information and belief, HANE JAPANESE FUSION, INC. was a corporation organized and existing under the laws of the State of New York, with its principal executive office located at 795 Lexington Avenue, New York, NY 10065.
- 11. HANE JAPANESE FUSION, INC. was a privately held corporation that owned and operated a restaurant in New York City doing business under the trade name Ajisai from March 1, 2018 through December 12, 2019.
- 12. HANE JAPANESE FUSION, INC. had a liquor license to do business at 795 Lexington Avenue, New York, NY 10065 under the trade name as Ajisai from March 1, 2018 through February 29, 2020.
- 13. Upon information and belief, HANE JAPANESE FUSION, INC. was an enterprise engaged in interstate commerce within the meaning of the FLSA in that it:
 - d. had employees engaged in commerce or in the production of goods for commerce, or who handled, sold or otherwise worked on goods or materials that were moved in or produced for commerce by any person; and
 - e. had an annual gross volume of sales of not less than \$500,000.
- 14. Upon information and belief, Defendant YAO YAO SUSHI, INC. is a corporation organized and existing under the laws of the State of New York, with its principal executive office located at 795 Lexington Avenue, New York, NY 10065.

15. YAO YAO SUSHI, INC. is a privately held corporation that owned and operated a restaurant in New York City doing business under the trade name Ajisai from December 13, 2019 through the present.
16. YAO YAO SUSHI, INC. has had a liquor license to do business at 795 Lexington Avenue, New York, NY 10065 under the trade name as Ajisai from December 13, 2019 through the present.
17. As of September 14, 2020, YAO YAO SUSHI, INC. issued wages to workers employed by the Restaurant.
18. Upon information and belief YAO YAO SUSHI, INC. is an enterprise engaged in interstate commerce within the meaning of the FLSA in that it:
 - a. has employees engaged in commerce or in the production of goods for commerce, or who handle, sell or otherwise worked on goods or materials that were moved in or produced for commerce by any person; and
 - b. had an annual gross volume of sales of not less than \$500,000.
19. Upon information and belief, Defendant BELUGA WHALE SUSHI, INC. is a corporation organized and existing under the laws of the State of New York, with its principal executive office located at the 795 Lexington Avenue, New York, NY 10065.
20. Upon information and belief, from September 14, 2020 through the present, BELUGA WHALE SUSHI, INC. has been a privately held corporation that owned and operated a restaurant in New York City doing business under the trade name Ajisai.
21. BELUGA WHALE SUSHI, INC. filed a certificate of incorporation with the New York State Department of State on September 14, 2020 with an address at 795 Lexington Avenue, New York, NY 10065.

22. As of October 31, 2020, BELUGA WHALE SUSHI, INC. issued wages to workers employed by the Restaurant.
23. Upon information and belief, throughout the Relevant Time Period, BELUGA WHALE SUSHI, INC. was an enterprise engaged in interstate commerce within the meaning of the FLSA in that it:
 - c. had employees engaged in commerce or in the production of goods for commerce, or who handled, sold or otherwise worked on goods or materials that were moved in or produced for commerce by any person; and
 - d. had an annual gross volume of sales of not less than \$500,000.
24. Upon information and belief, BELUGA WHALE SUSHI, INC. acted as joint employer with YAO YAO SUSHI, INC. from September 14, 2020 through June 1, 2021.
25. Upon information and belief and at all times relevant to this action, CHI KAN LAM was the manager and head chef at Yao Yao Sushi, Inc. from in or about January 2015 to in or about April 2020.
26. CHI KAN LAM was an employer within the meaning of FLSA Section 3(d), 29 U.S.C. § 203(d), employed each Plaintiff within the meaning of FLSA Section 3(g), 29 U.S.C. § 203(g), was an employer within the meaning of NYLL §§ 190(3) and 651(6) and employed each Plaintiff and permitted each Plaintiff to work within the meaning of NYLL §§ 2(7) and 651(5).
27. CHI KAN LAM generally ran the day-to-day operations of the Restaurant from in or about January 2015 to in or about April 2020. He hired all of the Plaintiffs, fired Plaintiff Hong Tao Chen, paid the Plaintiffs, and determined Plaintiffs' schedules.

28. Upon information and belief, XIU XIANG YAO a/k/a BI XIANG YAO has been a manager of Yao Yao Sushi, Inc. and Beluga Whale Sushi, Inc. from in or about June 2018 to the present.
29. XIU XIANG YAO a/k/a BI XIANG YAO was an employer since June 2018 until June 1, 2021 within the meaning of FLSA Section 3(d), 29 U.S.C. § 203(d), employed each Plaintiff within the meaning of FLSA Section 3(g), 29 U.S.C. § 203(g), was an employer within the meaning of NYLL §§ 190(3) and 651(6) and employed each Plaintiff and permitted each Plaintiff to work within the meaning of NYLL §§ 2(7) and 651(5).
30. XIU XIANG YAO a/k/a BI XIANG YAO had the authority to hire and fire each Plaintiff, determine the days and hours worked by each Plaintiff and the tasks performed by each Plaintiff. She ran the day-to-day business of the Restaurant after June of 2020 during which time she rehired Plaintiff Jian Shi in July 2020, fired Plaintiff Hua Lu in March 2020, paid the Plaintiffs, and determined the Plaintiffs' schedules.

STATEMENT OF FACTS

31. Pursuant to the New York State Hospitality Wage Order, Plaintiffs, as delivery workers, were “service employees”.
32. Plaintiffs' duties included delivering food by bicycle, cleaning the restaurant, taking out garbage, receiving and storing restaurant supplies, cutting vegetables, and preparing salads and soups.
33. Both the FLSA and NYLL require that employers pay their employees specified minimum hourly wages. 29 U.S.C. § 206; N.Y. Lab. Law § 652.

34. Both the FLSA and NYLL also require that employers pay their employees at a rate not less than one and one-half times the regular rate at which an employee is paid for all hours exceeding forty per week. 29 U.S.C. § 207; 12 NYCRR § 146-1.4.
35. Defendants paid Plaintiffs a rate that was routinely below the New York State minimum wage, and Defendants never paid Plaintiffs any overtime wages.
36. Defendants were ineligible for a tip credit against their minimum wage obligations with regard to the Plaintiffs because, *inter alia*, the Defendants did not notify Plaintiffs in accordance with the applicable legal provisions of the NYLL and the FLSA, or of Defendants' intention to claim a tip credit against their minimum wage obligations to reduce the applicable minimum wage. 12 NYCRR § 146-1.3; 12 NYCRR § 146-2.2; 29 CFR § 531.59.
37. Throughout the Relevant Time Period, Plaintiffs regularly worked shifts that had a "spread-of-hours" within the meaning of 12 NYCRR § 146-1.6 that exceeded ten hours.
38. Defendants never paid Plaintiffs one additional hour of pay at the basic minimum hourly rate for Plaintiffs' shifts during which the spread-of-hours exceeded ten, in violation of 12 NYCRR § 146-1.6.
39. Defendants required Plaintiffs to purchase and maintain a bicycle or e-bicycle in order to make deliveries. Plaintiffs had to pay for their own repairs. Plaintiffs had to pay for their own batteries for their e-bikes. Defendants did not reimburse Plaintiffs for these costs.
40. At the time of Plaintiffs' hire, Defendants failed to provide to Plaintiffs, in writing in English and in Plaintiffs' primary language, a notice required by NYLL § 195(1)(a) containing the rate or rates of pay and basis thereof; allowances, if any, claimed as part of the minimum wage; the regular pay day designated by the employer;

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; and the telephone number of the employer.

41. At all relevant times, Defendants failed to provide paystubs to Plaintiffs that met the requirements of NYLL § 195(3).
42. Plaintiff JIAN SHI was employed as a delivery worker at the Restaurant beginning in or about late March 2015 to approximately March 2020 and re-employed from July 2020 to June 1, 2021.
43. From March 2015 to December 2017, JIAN SHI earned a monthly salary of \$1,300.00 for six daily shifts per week, five days at eleven and a half hours per shift and one day at five and a half hours per shift. This amounts to an hourly rate of \$4.58. From January 2018 to July 2020 JIAN SHI earned a monthly salary of \$1,700.00 for five daily shifts per week at eleven and a half hours per shift. This amounts to an hourly rate of \$5.99.
44. JIAN SHI purchased and maintained his own e-bicycle and bicycle batteries that he used in order to perform his job as a delivery worker.
45. Plaintiff XIN YU LI was employed at the Restaurant beginning in or about July 2016 through in or about December 2016, from in or about July 2017 through in or about March 2018, and finally from on or about March 11, 2019, through on or about April 30, 2019.
46. From July 2016 to September 2016, XIN YU LI earned a monthly salary of \$1,300.00 for six daily shifts per week at eleven and a half hours per shift. This amounts to an hourly rate of \$4.19. From September 2016 to December 2016, XIN YU LI worked two eleven and a half hour shifts per week at a shift rate of \$50.00, which amounts to an hourly rate

of \$4.35. From July 2017 to December 2017, XIN YU LI earned a monthly salary of \$1,300.00 for six shifts per week at eleven and a half hours per shift, which amounts to an hourly rate of \$4.19. From January 2018 to March of 2018, XIN YU LI worked two eleven and a half hour shifts per week at a shift rate of \$50.00, which amounts to an hourly rate of \$4.35. From March 11, 2019 to April 30, 2019, XIN YU LI worked two eleven and a half hour shifts per week at a shift rate of \$50.00, which amounts to an hourly rate of \$4.35.

47. XIN YU LI purchased and maintained an e-bicycle and bicycle batteries that he used in order to perform his job as delivery worker.
48. Plaintiff HONG TAO CHEN was employed as a delivery worker at the Restaurant from January 2015 to April 2015, January 2016 to December 2016, and late June 2019 to early December 2019.
49. Throughout this employment for the Restaurant, HONG TAO Chen earned a monthly salary of \$1,300.00 for six daily shifts per week at eleven and a half hours per shift, which amounts to an hourly rate of \$4.19.
50. HONG TAO CHEN purchased and maintained an e-bicycle and bicycle batteries that he used in order to perform his job as delivery worker.
51. Plaintiff HUA LU was employed as a delivery worker at the Restaurant from early December 2016 to early March 2019, early May 2019 to late October 2019, and two days in March 2020.
52. Throughout his employment, HUA LU earned a monthly salary of \$1,300,00 for daily six daily shifts per week at eleven and a half hours per shift, which amounts to an hour rate

of \$4.19. On March 8 and March 15 of 2020, HUA LU worked two eleven and a half hour shifts for which he was not compensated with any wages.

53. HUA LU purchased and maintained an e-bicycle and bicycle batteries that he used in order to perform his job as a delivery worker.

54. Plaintiff LIANG CHANG was employed as a delivery worker at the Restaurant from November 2019 to March 15, 2020.

55. Throughout his employment he earned a monthly salary of \$1,300.00 for six daily shifts per week at eleven and a half hours per shift, which amounts to an hour rate of \$4.19.

56. LIANG CHANG was not compensated for any wages that he performed from March 1 to March 15 of 2020.

57. LIAN CHANG purchased and maintained an e-bicycle and bicycle batteries that he used in order to perform his job as a delivery worker.

CAUSES OF ACTION

COUNT I

Claim For Minimum Wages Under the Fair Labor Standards Act

58. Plaintiffs repeat, reallege, and incorporate by reference all allegations in all preceding paragraphs as if fully set forth herein.

59. Defendants were Plaintiffs' employers within the meaning of 29 U.S.C. § 203(d) during the following periods:

- a. From July 17, 2009 to February 28, 2018, AJISAI JAPANESE FUSION, INC. was Plaintiffs' employer.
- b. From March 1, 2018 to December 12, 2019, HANE JAPENSE FUSION, INC. was Plaintiffs' employer.
- c. From December 13, 2019 to June 1, 2021, YAO YAO SUSHI, INC. was Plaintiffs' employer.
- d. From September 14, 2020 to June 1, 2021, BELUGA WHALE SUSHI, INC. jointly employed Plaintiffs with YAO YAO SUSHI, INC.
- e. From January 1, 2015 to in or about April 30, 2020, CHI KAN LAM was Plaintiffs' employer.

- f. From June 1, 2018 to June 1, 2021, XIU XIANG YAO a/k/a BI XIANG YAO was Plaintiffs' employer.
60. Defendants were employers engaged in commerce or in the production of goods for commerce within the meaning of 29 U.S.C. § § 206(a) and 207(a).
61. Defendants willfully failed to compensate the Plaintiffs the applicable minimum hourly wage, in violation of 29 U.S.C. § 206(a).
62. Defendants' violations of the FLSA, as described in this Complaint, have been willful and intentional.
63. Due to Defendants' violations of the FLSA, Plaintiffs are entitled to recover from Defendants, jointly and severally, their unpaid minimum wages and an equal amount in the form of liquidated damages, as well as reasonable attorneys' fees and costs of the action, pursuant to the FLSA, specifically, 29 U.S.C. § 216(b), all in an amount to be determined at trial.

COUNT II
Claim For Minimum Wages Under New York Labor Law

64. Plaintiffs repeat, reallege and incorporate by reference all allegations in all preceding paragraphs as if fully set forth herein.
65. Defendants were employers within the meaning of NYLL § § 2(6), 190(3), and 651(6) and employed Plaintiffs within the meaning of NYLL § § 2 and 651 during the following periods:
 - a. From July 17, 2009 to February 28, 2018, AJISAI JAPANESE FUSION, INC. was Plaintiffs' employer.
 - b. From March 1, 2018 to December 12, 2019, HANE JAPENSE FUSION, INC. was Plaintiffs' employer.
 - c. From December 13, 2019 to June 1, 2021, YAO YAO SUSHI, INC. was Plaintiffs' employer.
 - d. From September 14, 2020 to June 1, 2021, BELUGA WHALE SUSHI, INC. jointly employed Plaintiffs with YAO YAO SUSHI, INC.
 - e. From January 1, 2015 to in or about April 30, 2020, CHI KAN LAM was Plaintiffs' employer.

- f. From June 1, 2018 to June 1, 2021, XIU XIANG YAO a/k/a BI XIANG YAO was Plaintiffs' employer.
66. Defendants willfully failed to record, credit, and/or compensate Plaintiffs with the applicable minimum hourly wage, in violation of the New York Minimum Wage Act, specifically, NYLL § 652 and applicable regulations. Said violations of NYLL § 652 were willful within the meaning of NYLL § 663(1).
67. Due to Defendants' violations of the NYLL, Plaintiffs are entitled to recover from Defendants, jointly and severally, their unpaid minimum wages and an amount equal to one quarter of their unpaid minimum wages in the form of liquidated damages, as well as reasonable attorneys' fees and costs of the action, and pre-judgment interest.

COUNT III

Claim For Overtime Wages Under the Fair Labor Standards Act

68. Plaintiffs repeat, reallege, and incorporate by reference all allegations in all preceding paragraphs as if fully set forth herein.
69. At all times relevant to this action, Plaintiffs were engaged in commerce or the production of goods for commerce within the meaning of 29 U.S.C. § § 206(a) and 207(a).
70. Defendants employed Plaintiffs within the meaning of 29 U.S.C. § 203(d) during the following periods:
- a. From July 17, 2009 to February 28, 2018, AJISAI JAPANESE FUSION, INC. was Plaintiffs' employer.
 - b. From March 1, 2018 to December 12, 2019, HANE JAPENSE FUSION, INC. was Plaintiffs' employer.
 - c. From December 13, 2019 to June 1, 2021, YAO YAO SUSHI, INC. was Plaintiffs' employer.
 - d. From September 14, 2020 to June 1, 2021, BELUGA WHALE SUSHI, INC. jointly employed Plaintiffs with YAO YAO SUSHI, INC.
 - e. From January 1, 2015 to in or about April 30, 2020, CHI KAN LAM was Plaintiffs' employer.

- f. From June 1, 2018 to June 1, 2021, XIU XIANG YAO a/k/a BI XIANG YAO was Plaintiffs' employer.

71. Defendants willfully failed to pay Plaintiffs' overtime wages for hours worked in excess of forty (40) hours per week at a wage rate of one and a half (1.5) times their regular rate of pay or, at a minimum, the minimum wage to which Plaintiffs were entitled to under 29 U.S.C. § 206(a), in violation of 29 U.S.C. 207(a)(1). Said violations of 29 U.S.C. 207(a)(1) were willful within the meaning of 29 U.S.C. 255(a).
72. Defendants' violations of the FLSA as described in this Complaint have been willful and intentional.
73. Due to Defendants' violations of the FLSA, Plaintiffs are entitled to recover from Defendants, jointly and severally, their unpaid overtime wages and an equal amount in the form of liquidated damages, as well as reasonable attorneys' fees and costs of the action, including interest, pursuant to the FLSA, specifically 29 U.S.C. § 216(b).

COUNT IV
Claim For Overtime Wages Under New York Labor Law

74. Plaintiffs repeat, reallege, and incorporate by reference all allegations in all preceding paragraphs as if fully set forth herein.
75. Defendants employed Plaintiffs within the meaning of were Plaintiffs' employers within the meaning of NYLL § § 2 and 651 during the following periods:
- a. From July 17, 2009 to February 28, 2018, AJISAI JAPANESE FUSION, INC. was Plaintiffs' employer.
 - b. From March 1, 2018 to December 12, 2019, HANE JAPENSE FUSION, INC. was Plaintiffs' employer.
 - c. From December 13, 2019 to June 1, 2021, YAO YAO SUSHI, INC. was Plaintiffs' employer.
 - d. From September 14, 2020 to June 1, 2021, BELUGA WHALE SUSHI, INC. jointly employed Plaintiffs with YAO YAO SUSHI, INC.
 - e. From January 1, 2015 to in or about April 30, 2020, CHI KAN LAM was Plaintiffs' employer.

- f. From June 1, 2018 to June 1, 2021, XIU XIANG YAO a/k/a BI XIANG YAO was Plaintiffs' employer.
76. Defendants willfully failed to pay Plaintiffs' overtime wages for hours worked in excess of forty (40) per week at a wage rate of 1.5 times the minimum wage, the minimum regular rate to which Plaintiffs were entitled under NYLL § 652, in violation of 12 N.Y.C.R.R. 137-1.3. Defendants thereby violated 12 N.Y.C.R.R. 142-2.2.
77. Due to Defendants' NYLL violations, Plaintiffs are entitled to recover from Defendants, jointly and severally, their unpaid overtime wages and an amount equal to one quarter of their unpaid overtime wages in the form of liquidated damages, as well as reasonable attorneys' fees and costs of the legal action, including interest.

COUNT V

Claim for Unpaid Spread of Hours Under New York Labor Law

78. Plaintiffs re-allege and incorporate by reference all allegations in all preceding paragraphs as if fully set forth herein.
79. Defendants employed Plaintiffs within the meaning of were Plaintiffs' employers within the meaning of NYLL § § 2 and 651 during the following periods:
- a. From July 17, 2009 to February 28, 2018, AJISAI JAPANESE FUSION, INC. was Plaintiffs' employer.
 - b. From March 1, 2018 to December 12, 2019, HANE JAPENSE FUSION, INC. was Plaintiffs' employer.
 - c. From December 13, 2019 to June 1, 2021, YAO YAO SUSHI, INC. was Plaintiffs' employer.
 - d. From September 14, 2020 to June 1, 2021, BELUGA WHALE SUSHI, INC. jointly employed Plaintiffs with YAO YAO SUSHI, INC.
 - e. From January 1, 2015 to in or about April 30, 2020, CHI KAN LAM was Plaintiffs' employer.
 - f. From June 1, 2018 to June 1, 2021, XIU XIANG YAO a/k/a BI XIANG YAO was Plaintiffs' employer.

80. Pursuant to NYLL, Defendants were and are required to pay each Plaintiff one hour of pay at the basic minimum wage rate, in addition to wages otherwise due, for each day of work in which that Plaintiff's spread-of-hours exceeded ten.
81. Plaintiffs routinely worked shifts during which their spread-of-hours exceeded ten, but Defendants failed to pay the additional one hour of pay at the basic minimum wage rate, in addition to wages otherwise due, for each day of work in which that Plaintiff's spread-of-hours exceeded ten.
82. Due to Defendants' NYLL violations, Plaintiffs are entitled to recover from Defendants, jointly and severally during the periods in which they were employers, their spread-of-hours wages, liquidated damages, as well as reasonable attorneys' fees, costs of the action, and interest.

COUNT VI

Claim for Unlawful Deductions Under New York Labor Law

83. Plaintiffs repeat, reallege, and incorporate by reference all allegations in all preceding paragraphs as if fully set forth herein.
84. Defendants have taken unlawful deductions from Plaintiffs' wages in violation of New York Labor Law § 193.
85. Plaintiffs have been damaged in an amount as yet determined plus liquidated damages.

COUNT VII

Claim For Notice Violations Under New York Labor Law

86. Plaintiffs repeat, reallege, and incorporate by reference all allegations in all preceding paragraphs as if fully set forth herein.
87. Upon information and belief and at all times relevant to this action, Defendants failed to

provide Plaintiffs written notices in English and in the Plaintiffs' primary languages with information such as rate of pay, the regular payday, the name of the employer, among other information.

88. Upon information and belief and at all times relevant to this action, Defendants failed to maintain payroll records, based on which they were supposed to provide Plaintiffs with weekly written statements of all wage payments including information such as dates of work as covered by these statements, employee's and employer's information, and rate of pay, among other information. Instead, Plaintiffs, upon and after their hiring by Defendants, did not receive any written notices from Defendants. Furthermore, Defendants, in violation of the NYLL § 195 1-A, paid workers in cash without providing any weekly written notices.

PRAYER FOR RELIEF

WHEREFORE Plaintiffs respectfully request that judgment be granted:

- a. Declaring Defendants' conduct complained of herein to be in violation of Plaintiffs' rights under the FLSA, NYLL, and their regulations;
- b. Awarding Plaintiffs unpaid minimum wages due under the FLSA, NYLL, and their regulations;
- c. Awarding Plaintiffs unpaid overtime wages due under the FLSA, NYLL, and their regulations;
- d. Awarding Plaintiffs an amount equal to the reimbursable amount due under the NYLL and its regulations for required purchase and maintenance of tools of the trade;
- e. Awarding Plaintiffs damages due for notice violations under the NYLL and its

- regulations;
- f. Awarding Plaintiffs liquidated damages pursuant to, *inter alia*, 29 U.S.C. § 216 and NYLL § § 198 1-A, 663(1);
- g. Awarding Plaintiffs prejudgment and post-judgment interest;
- h. Awarding Plaintiffs the costs of this action, together with reasonable attorneys' fees, and such other and further relief as this Court deems necessary and proper.

Dated: Queens, New York
February 3, 2022

CATHOLIC MIGRATION SERVICES, INC.

By:

/s/ David A. Colodny

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