

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

BLANCA HUERTA;

Plaintiff,

-against-

101 NORTHERN LAUNDROMAT INC.,
d/b/a SUSAN LAUNDROMAT;
SUSAN LAUNDROMAT, INC.,
d/b/a SUSAN LAUNDROMAT;
DAVID YU; and
SUSAN XIN GUAN

Defendants.

Case No. 1:21-cv -06127-ARR-CLP

AMENDED COMPLAINT

Plaintiff Blanca Huerta, by her attorneys, states and alleges as follows:

INTRODUCTION

1. Plaintiff Blanca Huerta (hereinafter “Plaintiff”) is a former employee of 101 Northern Laundromat Inc., d/b/a Susan Laundromat, a laundromat located at 101-18 Northern Boulevard, Corona, NY 11368 (hereinafter the “101 Northern Laundromat”).
2. Plaintiff brings this action to recover damages for Defendants’ violations of the Fair Labor Standards Act (“FLSA”), the New York Labor Law (“NYLL”), and other rules, regulations, and statutes, arising out of her employment at the 101 Northern Laundromat between approximately November 3, 2015, the date six years prior to when she filed and served the initial complaint in this matter (hereinafter the “Original Complaint”), and July 2021.
3. Defendants violated the FLSA and NYLL by: (a) failing to pay Plaintiff for all of her hours worked due to an employment practice of requiring Plaintiff to log less hours than those she actually worked; (b) failing to pay Plaintiff lawful overtime compensation for each

hour that Plaintiff worked exceeding forty (40) per week; and (c) failing to provide Plaintiff with accurate wage statements, as required by law.

4. Accordingly, as stated herein, Plaintiff brings these claims for violations of the FLSA and NYLL and seeks compensatory and liquidated damages, statutory damages, and interest, as well as attorneys' fees and costs associated with this action.

JURISDICTION AND VENUE

5. This Court has jurisdiction over the controversy pursuant to 29 U.S.C. § 216(b) and 28 U.S.C. §§ 1331 and has supplemental jurisdiction over Plaintiff's state law claims pursuant to 28 U.S.C. § 1367.

6. Venue is proper in the Eastern District of New York Pursuant to 28 U.S.C. § 1391, because the events giving rise to this claim occurred in this district.

PARTIES

Plaintiff

7. Plaintiff Blanca Huerta is a resident of Queens County and former employee of Defendants.

Defendants

8. Defendants, in conjunction with Northern 96 Laundromat, Inc., d/b/a Susan Laundromat; Nassau Laundromat, Inc., d/b/a Susan Laundromat; and New Pacific Management, Inc., d/b/a Susan Laundromat; (hereinafter the "Susan Laundromat Enterprise") collectively own and operate four (4) laundromats (hereinafter the "Laundromat Entities") under the common trade name "Susan Laundromat" at the following locations:

- a. 101-18 Northern Blvd., Corona, NY 11368;
- b. 178 Driggs Ave., Brooklyn, NY 11222;

c. 244 Nassau Ave., Brooklyn, NY 11222; and

d. 841 Ralph Ave., Brooklyn, NY 11236,

9. The Susan Laundromat Enterprise operates under the common control of individual defendants David Yu and Susan Xin Guan. Specifically, the Laundromat Entities that form the Susan Laundromat Enterprise are engaged in related activities, share common ownership, and have a common business practice.

a. Individual Defendant David Yu operates the totality of the Laundromat Entities; (*See* ECF No. 1, Exhibit A).

b. All of the Laundromat Entities operate under the common tradename “Susan Laundromat” honoring individual Defendant Susan Xin Guan. (*See* ECF No. 1, Exhibit A).

c. All of the Laundromat Entities have a similar front-door, appearance, and as logo the same wash-machine clipart. (*See* ECF No. 1, Exhibit B).

d. Additionally, together with the individual defendants David Yu and Susan Xin Guan, Defendant Susan Laundromat, Inc. manages and administers all human resources, payroll, payments, and wage policies for the Susan Laundromat Enterprise.

10. Upon information and belief, from at least November 3, 2015, through present, the Susan Laundromat Enterprise engaged in interstate commerce within the meaning of the FLSA in that it:

a. 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

b. had an annual gross volume of sales of not less than \$500,000.

101 Northern Laundromat Inc., d/b/a Susan Laundromat:

11. Defendant 101 Northern Laundromat Inc., d/b/a Susan Laundromat is a domestic business corporation organized under the laws of New York, with a principal place of business and an address for service of process located at 101-18 Northern Boulevard, Corona, NY 11368.

12. Throughout the relevant time period, Defendant 101 Northern Laundromat Inc., d/b/a Susan Laundromat was a privately held corporation. At no time was its stock traded on a public stock exchange.

13. Upon information and belief, Defendant 101 Northern Laundromat Inc., d/b/a Susan Laundromat was created for the purpose of owning and operating the 101 Northern Laundromat.

14. Upon information and belief, from at least November 3, 2015 through the present, the 101 Northern Laundromat engaged in interstate commerce within the meaning of the FLSA in that it:

- a. 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
- b. had an annual gross volume of sales of not less than \$500,000.

15. Throughout the relevant time period, the 101 Northern Laundromat contained approximately 70 pay-per-use washing machines and dryers. The 101 Northern Laundromat also operated a laundry drop-off service.

Susan Laundromat, Inc., d/b/a Susan Laundromat

16. Defendant Susan Laundromat, Inc., d/b/a Susan Laundromat, is a domestic business corporation organized under the laws of New York with a principal place of business and an address for service of process located at 178 Driggs Ave., Brooklyn, NY 11222.

17. Throughout the relevant time period, Susan Laundromat, Inc., d/b/a Susan Laundromat was a privately held corporation. At no time was its stock traded on a public stock exchange.

18. Throughout the relevant time period, Defendant Susan Laundromat, Inc., d/b/a Susan Laundromat managed and administered all human resources, payroll, payments, and wage policies for the Susan Laundromat Enterprise.

David Yu

19. Defendant Yu is a principal and executive officer of the Corporate Defendants.

20. Throughout the relevant time period, Defendant Yu exercised operational control as it related to all employees within the Susan Laundromat Enterprise, described herein in Paragraph 9, including Plaintiff.

21. Throughout the relevant time period, Defendant Yu exercised the power to (and also delegated to managers and supervisors the power to) fire and hire employees, supervise and control employee work schedules and conditions of employment, and determine the rate and method of compensation of employees within the Susan Laundromat Enterprise, including those of Plaintiff.

22. Throughout the relevant time period, Defendant Yu had the authority to effect any changes to the quality and terms of Plaintiff's employment, including changing her schedule, compensation, or terminating or hiring her. Defendant Yu further exercised functional control

over the business and financial operations of the Susan Laundromat Enterprise. Defendant Yu had the power and authority to supervise and control supervisors of Plaintiff and could reprimand employees within the Susan Laundromat Enterprise, including Plaintiff.

Susan Xin Guan

23. Defendant Susan Xin Guan is a principal and executive officer of the Corporate Defendants.

24. Throughout the relevant time period, Defendant Guan exercised operational control as it related to all employees within the Susan Laundromat Enterprise, described herein in Paragraph 9, including Plaintiff.

25. Throughout the relevant time period, Defendant Guan exercised the power to (and also delegated to managers and supervisors the power to) fire and hire employees, supervise and control employee work schedules and conditions of employment, and determine the rate and method of compensation of employees within the Susan Laundromat Enterprise, including those of Plaintiff.

26. Throughout the relevant time period, Defendant Guan had the authority to effect any change to the quality and terms of Plaintiff's employment, including changing her schedule, compensation, or terminating or hiring her. Defendant Guan exercised functional control over the business and financial operations of the Susan Laundromat Enterprise. Defendant Guan had the power and authority to supervise and control supervisors of Plaintiff and could reprimand employees within the Susan Laundromat Enterprise, including Plaintiff.

STATEMENT OF FACTS

27. Plaintiff worked as a laborer for Defendants at the 101 Northern Laundromat for about ten (10) years, until approximately July 2021.

28. From on or about November 3, 2015, until on or about December 31, 2020, Plaintiff was regularly scheduled to work (6) days per week from 7:00 a.m. to 3:00 p.m. for a total of forty-eight (48) hours per week.

29. From on or about November 3, 2015, until on or about December 31, 2020, Plaintiff performed substantial off-the-clock work and after her scheduled hours (listed above in ¶ 28). Specifically, Plaintiff was ordered by Defendants to continue working for approximately forty-five (45) minutes after her shift ended. During this time, Plaintiff engaged in off-the-clock work for about four-and-a-half (4.5) hours per workweek. For instance, Plaintiff was working for around fifty-two-and-a-half (52.5) hours per week. However, Plaintiff was not compensated for her off-the-clock work, resulting in unpaid wages, including overtime wages, for such time-shaving violations.

30. From on or about January 1, 2021, until the end of her employment in July 2021, Plaintiff was regularly scheduled to work (3) days per week from 6:00 a.m. to 3:00 p.m., one (1) day per week from 6:00 a.m. to 12:00 p.m., and one (1) day per week from 6:00 a.m. to 1:00 p.m., for a total of forty (40) hours per week.

31. From on or about January 1, 2021, until the end of her employment in July 2021, Plaintiff performed substantial off-the-clock work prior to and after her scheduled hours (listed above in ¶ 30). Specifically, Plaintiff was required to begin working fifteen (15) minutes before her shifts and was ordered by Defendants to continue working for thirty (30) to forty (40) minutes after her shift ended. During this time, Plaintiff engaged in off-the-clock work for about two (2) to three (3) hours per workweek. For instance, Plaintiff was working for around forty-two (42) to forty-three (43) hours per week. However, Plaintiff was not compensated for her off-

the-clock work, resulting in unpaid wages, including overtime wages, for such time-shaving violations.

32. Although Plaintiff regularly worked in excess of forty (40) hours per workweek during her employment by Defendants, Defendants never paid her the corresponding overtime premium, as required under the FLSA and NYLL.

33. Upon information and belief, Defendants paid Plaintiff an hourly rate that tracked the New York State minimum wage, partly by check, and partly by cash.

34. Defendants paid Plaintiff a standardized amount for her scheduled hours that did not account for the time that she spent working before her scheduled shift start and after her scheduled shift end.

35. Defendants never provided Plaintiff with any written notice at the time of payment or afterward, explaining the number of hours worked, gross wages, any deductions, and other information as required under NYLL § 195(3).

36. Defendants knowingly and willfully operated their business with a policy of not paying for all hours worked, and the proper overtime rate thereof for all hours worked to Plaintiff, in violation of the FLSA and NYLL.

FIRST CAUSE OF ACTION

Failure to Pay Overtime Wages Under the Fair Labor Standards Act.

37. Plaintiff re-alleges and incorporates by reference all allegations in all preceding paragraphs as if fully set forth herein.

38. At all times relevant to this action, Plaintiff was employed by Defendants within the meaning of the FLSA, 29 U.S.C. § 203.

39. Defendants failed to pay Plaintiff overtime wages at a rate at least one-and-a-half times the regular rate of pay for each hour worked in excess of forty per week, in violation of 29 U.S.C. § 207

40. Defendants' failure to pay Plaintiff her lawful overtime wages was willful.

41. Due to Defendants' FLSA violations, Plaintiff is entitled to recover from Defendants, jointly and severally, her unpaid overtime wages and an equal amount of liquidated damages, as well as reasonable attorneys' fees and costs of the action.

SECOND CAUSE OF ACTION

Failure to Pay Overtime Wages Under the New York Labor Law

42. Plaintiff re-alleges and incorporates by reference all allegations and all preceding paragraphs as if fully set forth herein.

43. At all times relevant to this action, Plaintiff was employed by Defendants within the meaning of the NYLL, including by not limited to N.Y. Labor Law §§ 2 and 651.

44. Defendants failed to pay Plaintiff overtime wages at a rate at least one-and-a-half times the regular rate of pay, or one-and-a-half times the applicable minimum wage, for each hour worked in excess of forty hours per week, in violation of the NYLL and accompanying regulations.

45. Defendants' failure to pay Plaintiff her lawful overtime wages was willful.

46. Due to Defendants' NYLL violations, Plaintiff is entitled to recover from Defendants, jointly and severally, her unpaid overtime wages, an equal amount as liquidated damages, as well as reasonable attorneys' fees, costs of the action, and interest.

THIRD CAUSE OF ACTION

Minimum Wage Violations Under the Fair Labor Standards Act

47. Plaintiff re-alleges and incorporates by reference all allegations in all preceding paragraphs as if fully set forth herein.

48. At all times relevant to this action, Plaintiff was employed by Defendants within the meaning of the FLSA, 29 U.S.C § 203.

49. Defendants' system requiring Plaintiff to arrive earlier than her scheduled shift start and work later than her scheduled shift end, but not compensate her for arriving early and working late, resulted in unpaid hours worked, in violation of 29 U.S.C. § 206(a).

50. Defendants' failure to pay Plaintiff for all of her hours worked was willful.

51. Due to Defendants' FLSA violations, Plaintiff is entitled to recover from Defendants, jointly and severally, her unpaid minimum wages, an equal amount liquidated damages, as well as reasonable attorneys' fees, costs of the action, and interest.

FOURTH CAUSE OF ACTION

Unpaid Wages Under the New York Labor Law

52. Plaintiff re-alleges and incorporates by reference all the allegations in all preceding paragraphs as if fully set forth herein.

53. At all times relevant to this action, Plaintiff was employed by Defendants within the meaning of the NYLL, including but not limited to NYLL §§ 2, 190 and 651.

54. Defendants' system requiring Plaintiff to arrive earlier than her scheduled shift start and work later than her scheduled shift end, but not compensate her for arriving early and working late, resulted in unpaid hours worked, in violation of NYLL § 191.

55. Defendants' failure to pay Plaintiff for all of her hours worked was willful.

56. Due to Defendants' NYLL violations, Plaintiffs are entitled to recover from Defendants, jointly and severally, their unpaid wages, liquidated damages, as well as reasonable attorneys' fees, costs of the action, and interest.

FIFTH CAUSE OF ACTION

Failure to Provide Pay Statements Under the New York Labor Law

57. Plaintiff re-alleges and incorporates by reference all allegations in all preceding paragraphs as if fully set forth herein.

58. At all times relevant to this action, Plaintiff was employed by Defendants within the meaning of the NYLL, including but not limited to NYLL §§ 2, 190 and 651.

59. Throughout Plaintiff's employment, Defendants failed to provide Plaintiff with a written statement at the time wages were paid containing the dates of work covered by that payment of wages; name of employee; name of employer; address and phone number of employer; rate(s) of pay and basis thereof; gross wages; deductions; allowances, if any; net wages; regular hourly rate of pay; overtime rate of pay; number of regular hours worked; and number of overtime hours worked.

60. Plaintiff is entitled to recover from Defendants the statutory maximum of five thousand dollars for Defendants' violations of Section 195(3), reasonable attorneys' fees, and costs of the action.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court grant the following relief:

- A. A declaratory judgment that the practices complained of herein are unlawful under the FLSA and the NYLL;
- B. Awarding Plaintiff unpaid wages and overtime wages;
- C. Awarding Plaintiff liquidated damages;

- D. Awarding Plaintiff damages due to violations of the NYLL § 195 for failure to provide required pay statements;
- E. Awarding Plaintiff attorneys' fees and costs;
- F. Awarding Plaintiff pre- and post-judgment interest; and
- G. Awarding Plaintiff any such further relief as may be just and proper; and

Dated: August 10, 2022
Sunnyside, New York

Respectfully submitted,



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