

Michael Faillace [MF-8436]  
Michael Faillace & Associates, P.C.  
60 East 42nd Street, Suite 2540  
New York, New York 10165  
(212) 317-1200  
*Attorneys for Plaintiff*

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

-----X  
SANDRA PINOS BUENDIA, *individually and  
on behalf of others similarly situated,*

*Plaintiff,*

-against-

UNIVERSAL HAIR STYLING &  
BARBER SHOP LLC (d/b/a  
UNIVERSAL BARBER SHOP),  
LUIS MANUEL NUNEZ, CARLOS  
MORONTA, and JOSE  
GUADALUPE NUNEZ BERNABE,

*Defendants.*

-----X

Plaintiff Sandra Pinos Buendia (“Plaintiff Pinos” or “Ms. Pinos”), individually and on behalf of others similarly situated, by and through her attorneys, Michael Faillace & Associates, P.C., upon information and belief, and as against each of defendants Universal Hair Styling & Barber Shop LLC (d/b/a Universal Barber shop) (“Defendant Corporation”), Luis Manuel Nunez, Carlos Moronta and Jose Guadalupe Nunez Bernabe (collectively, “Defendants”), alleges as follows:

**COMPLAINT**

**COLLECTIVE ACTION  
UNDER 29 U.S.C. § 216(b)**

**ECF Case**

**NATURE OF ACTION**

1. Plaintiff Pinos is an employee of Defendants Universal Hair Styling & Barber Shop LLC (d/b/a Universal Barber Shop), Luis Manuel Nunez, Carlos Moronta, and Jose Guadalupe Nunez Bernabe.

2. Universal Barber shop is a barber shop owned by Luis Manuel Nunez, Carlos Moronta, and Jose Guadalupe Nunez Bernabe located at 2252 Second Avenue, New York, New York 10029.

3. Upon information and belief, individual Defendants Luis Manuel Nunez, Carlos Moronta, and Jose Guadalupe Nunez Bernabe serve or served as owners, managers, principals or agents of Defendant Corporation and through this corporate entity operate the men's barber shop.

4. Plaintiff Pinos is an employee of Defendants.

5. Plaintiff Pinos has been employed as a hair stylist/barber.

6. At all times relevant to this Complaint, Plaintiff Pinos has worked for Defendants in excess of 40 hours per week, without receiving the applicable minimum wage or appropriate compensation for the hours over 40 per week that she worked.

7. Rather, Defendants have failed to maintain accurate recordkeeping of her hours worked, have failed to pay Plaintiff Pinos the applicable minimum wage, and have failed to pay her appropriately for any hours worked over 40, either at the straight rate of pay or for any additional overtime premium.

8. Further, Defendants have failed to pay Plaintiff Pinos the required "spread of hours" pay for any day in which she has worked over 10 hours a day.

9. Defendants' conduct has extended beyond Plaintiff Pinos to all other similarly situated employees.

10. At all times relevant to this Complaint, Defendants have maintained a policy and practice of requiring Plaintiff Pinos and other employees to work in excess of forty (40) hours per week without providing them the minimum wage and overtime compensation required by federal and state law and regulations.

11. Plaintiff Pinos now brings this action on behalf of herself, and other similarly situated individuals, for unpaid minimum and overtime wages pursuant to the Fair Labor Standards Act of 1938, 29 U.S.C. § 201 *et seq.* (“FLSA”), the New York Labor Law (“NYLL”) §§190 and 650 *et seq.*, and “overtime wage order” respectively codified at N.Y.C.R.R. Tit. 12 § 146, and the “spread of hours” and overtime wage orders of the New York Commissioner of Labor codified at N.Y. COMP. CODES R. & REGS. tit. 12, § 146-1.6 (herein the “Spread of Hours Wage Order”), including applicable liquidated damages, interest, attorneys’ fees and costs.

12. Plaintiff Pinos seeks certification of this action as a collective action on behalf of himself, individually, and all other similarly situated employees and former employees of Defendants pursuant to 29 U.S.C. § 216(b).

### **JURISDICTION AND VENUE**

13. This Court has subject matter jurisdiction pursuant to 29 U.S.C. § 216(b) (FLSA), 28 U.S.C. § 1531 (interstate commerce) and 28 U.S.C. § 1331 (federal question). Supplemental jurisdiction over Plaintiff Pinos’ state law claims is conferred by 28 U.S.C. § 1367(a).

14. Venue is proper in this district under 28 U.S.C. § 391(b) and (c) because all or a substantial part of the events or omissions giving rise to the claims have occurred in this district, Defendants operate their businesses in this district, and Plaintiff Pinos has been employed by Defendants in this district.

**PARTIES**

*Plaintiff*

15. Plaintiff Sandra Pinos (“Plaintiff Pinos” or “Ms. Pinos”) is an adult individual residing in New York County, New York.

16. Plaintiff Pinos has been employed by Defendants from approximately 2001 until on or about the present date.

17. Plaintiff Pinos consents to being a party pursuant to 29 U.S.C. § 216(b), and brings these claims based upon the allegations herein as a representative party of a prospective class of similarly situated individuals under 29 U.S.C. § 216(b).

*Defendants*

18. At all times relevant to this complaint, Defendants own, operate, and/or control a barber shop located at 2252 Second Avenue, New York, New York 10029 under the name Universal Barber Shop.

19. Upon information and belief Universal Hair Styling & Barber Shop LLC (“Defendant Corporation”) is a Corporation organized and existing under the laws of the State of New York. Upon information and belief, it maintains its principal place of business at 2252 Second Avenue, New York, New York 10029.

20. Defendant Luis Manuel Nunez is an individual engaging () in business within this judicial district during the relevant time period. Defendant Luis Manuel Nunez is sued individually in his capacity as an owner, officer and/or agent of Defendant Corporation.

21. Defendant Luis Manuel Nunez possesses operational control over Defendant Corporation, an ownership interest in Defendant Corporation, or controls significant functions of Defendant Corporation.

22. Defendant Luis Manuel Nunez has determined the wages and compensation of the employees of Defendants, including Plaintiff Pinos, has established the schedules of the employees, has maintained employee records, and has the authority to hire and fire employees.

23. Defendant Carlos Moronta is an individual engaging in business within this judicial district during the relevant time period. Defendant Carlos Moronta is sued individually in his capacity as an owner, officer and/or agent of Defendant Corporation.

24. Defendant Carlos Moronta possesses operational control over Defendant Corporation, an ownership interest in Defendant Corporation, or controls significant functions of Defendant Corporation.

25. Defendant Carlos Moronta has determined the wages and compensation of the employees of Defendants, including Plaintiff Pinos, established the schedules of the employees, maintained employee records, and had the authority to hire and fire employees.

26. Defendant Jose Guadalupe Nunez Bernabe is an individual engaging ( ) in business within this judicial district during the relevant time period. Defendant Jose Guadalupe Nunez Bernabe is sued individually in his capacity as an owner, officer and/or agent of Defendant Corporation.

27. Defendant Jose Guadalupe Nunez Bernabe possesses operational control over Defendant Corporation, an ownership interest in Defendant Corporation, or controls significant functions of Defendant Corporation.

28. Defendant Jose Guadalupe Nunez Bernabe has determined the wages and compensation of the employees of Defendants, including Plaintiff Pinos, established the schedules of the employees, maintained employee records, and had the authority to hire and fire employees.

**FACTUAL ALLEGATIONS**

*Defendants Constitute Joint Employers*

29. Defendants operate a barber shop located at 2252 Second Avenue, New York, New York 10029 under the name Universal Barber Shop.

30. Individual Defendants Luis Manuel Nunez, Carlos Moronta, and Jose Guadalupe Nunez Bernabe possess operational control over Defendant Corporation, possess an ownership interest in Defendant Corporation, and control significant functions of Defendant Corporation.

31. Defendants are associated and joint employers, act in the interest of each other with respect to employees, pay employees by the same method and share control over the employees.

32. Each Defendant has possessed substantial control over Plaintiff Pinos' (and other similarly situated employees') working conditions, and over the policies and practices with respect to the employment and compensation of Plaintiff Pinos, and all similarly situated individuals, referred to herein.

33. Defendants jointly employed Plaintiff Pinos, and all similarly situated individuals, and are Plaintiff Pinos' (and all similarly situated individuals') employers within the meaning of 29 U.S.C. 201 *et seq.* and the NYLL.

34. In the alternative, Defendants constitute a single employer of Plaintiff Pinos and/or similarly situated individuals.

35. Upon information and belief, individual defendants Luis Manuel Nunez, Carlos Moronta, and Jose Guadalupe Nunez Bernabe operate Defendant Corporation as either an alter ego of themselves, and/or fail to operate Defendant Corporation as a legal entity separate and apart from themselves by, among other things:

- (a) failing to adhere to the corporate formalities necessary to operate Defendant Corporation as a separate and legally distinct entity;
- (b) defectively forming or maintaining Defendant Corporation by, among other things, failing to hold annual meetings or maintaining appropriate corporate records;
- (c) transferring assets and debts freely as between all Defendants;
- (d) operating Defendant Corporation for their own benefit as the sole or majority shareholders;
- (e) operating Defendant Corporation for their own benefit and maintaining control over it as a closed Corporation or closely controlled entity;
- (f) intermingling assets and debts of their own with those of Defendant Corporation;
- (g) diminishing and/or transferring assets of Defendant Corporation to protect their own interests; and
- (h) other actions evincing a failure to adhere to the corporate form.

36. At all relevant times, Defendants have been Plaintiff's employers within the meaning of the FLSA and NYLL.

37. Defendants have had the power to hire and fire Plaintiff Pinos, have controlled the terms and conditions of her employment, and have determined the rate and method of any compensation in exchange for Plaintiff Pinos' services.

38. In each year from 2010 to the present, Defendants, both individually and jointly, have had gross annual volume of sales of not less than \$500,000 (exclusive of excise taxes at the retail level that are separately stated).

39. In addition, upon information and belief, Defendants and/or their enterprise are directly engaged in interstate commerce. For example, numerous items that are used in the barber shop on a daily basis, such as trimmers are produced outside of the State of New York.

*Individual Plaintiff*

40. Plaintiff Pinos is a present employee of Defendants, employed in performing the duties of a hair stylist/barber.

41. Plaintiff Pinos seeks to represent a class of similarly situated individuals under 29 U.S.C. § 216(b).

*Plaintiff Sandra Pinos Buendia*

42. Plaintiff Pinos has been employed by Defendants from approximately 2001 until on or about the present date.

43. At all relevant times, Plaintiff Pinos has been employed by Defendants as a hair stylist/barber.



44. Plaintiff Pinos has regularly handled goods in interstate commerce, such as razors and hair trimmers produced outside of the State of New York.

45. Plaintiff Pinos' work duties have required neither discretion nor independent judgment.

46. Throughout her employment with Defendants, Plaintiff Pinos has regularly worked in excess of 40 hours per week.

47. From approximately October 2010 until on or about the present date, Plaintiff Pinos has worked from approximately 9:30 a.m. until on or about 8:30 p.m. Mondays, Tuesdays and Wednesdays, from approximately 9:30 a.m. until on or about 9:30 p.m. Thursdays, Fridays and Saturdays, and from approximately 9:30 a.m. until on or about 5:00 p.m. on Sundays (typically 77.5 hours per week).

48. Throughout her employment with defendants, Plaintiff Pinos has been paid her wages in cash.

49. From approximately October 2010 until on or about November 2015, Defendants paid Plaintiff Pinos approximately \$400 per week in commissions; specifically Plaintiff Pinos received \$7.80 for each haircut and \$13.00 for a haircut shave combination (a commission of 65% for each job she performs on a customer).

50. From approximately November 2015 until the present date, defendants have paid Plaintiff Pinos approximately \$400 per week in commissions; specifically, Plaintiff Pinos has received \$9.75 per haircut and \$16.25 for each haircut/shave combination (65% commission for each customer).

51. Defendants have not provided Plaintiff Pinos with an accurate statement of wages with each payment of wages, as required by NYLL 195(3).

52. Plaintiff Pinos has not been required to keep track of her time, nor to her knowledge have the Defendants utilize any time tracking device, such as a time clock or punch cards, that accurately reflects her actual hours worked.

53. Defendants have never provided Plaintiff Pinos with a written notice, in English and in Spanish (Plaintiff Pinos' primary language), of her rate of pay, employer's regular pay day, and such other information as required by NYLL §195(1).

54. No notification, either in the form of posted notices or other means, has ever been given to Plaintiff Pinos regarding overtime and wages under the FLSA and NYLL.

55. Defendants have required Plaintiff Pinos to purchase "tools of the trade" with her own funds—including approximately 2 hair dryers, a scissor kit, 3 hair clippers, 4 scissors, 3 hair trimmers, a shaver and an array of hair products.

*Defendants' General Employment Practices*

56. Defendants have regularly required Plaintiff Pinos to work in excess of forty (40) hours per week without paying her the proper minimum wage, spread of hours pay and overtime compensation.

57. At all times relevant to this Complaint, Defendants have maintained a policy and practice of requiring Plaintiff Pinos (and all similarly situated employees) to work in excess of forty (40) hours per week without paying them the appropriate minimum wage and/or overtime compensation, as required by federal and state laws.

58. Defendants have habitually required their employees, including Plaintiff Pinos, to work additional hours beyond their regular shifts, but have not provided them with any additional compensation.

59. Defendants' pay practices have resulted in Plaintiff Pinos not receiving payment for all her hours worked, resulting in her effective rate of pay falling below the required minimum and overtime wage rate.

60. Plaintiff Pinos has been paid her wages entirely in cash.

61. Defendants willfully have disregarded and purposefully have evaded record keeping requirements of the Fair Labor Standards Act and New York Labor Law by failing to maintain accurate and complete timesheets and payroll records.

62. By employing these practices, Defendants have avoided paying Plaintiff Pinos the minimum wage for her regular hours and overtime compensation of time and a half for all of her hours worked in excess of forty (40) hours per week.

63. Defendants have failed to post required wage and hour posters in the men's barber shop, and have not provided Plaintiff Pinos with statutorily required wage and hour records or statements of her pay received, in part so as to hide Defendants' violations of the wage and hour laws, and to take advantage of Plaintiff Pinos' relative lack of sophistication in wage and hour laws.

64. Upon information and belief, these practices by Defendants have been done willfully to disguise the actual number of hours Plaintiff Pinos (and similarly situated individuals) have worked, and to avoid paying Plaintiff Pinos properly for (1) her full hours worked, (2) for Minimum wage, (3) for Spread of hours pay and (4) for overtime due.

65. Defendants have failed to provide Plaintiff Pinos and other employees with wage statements at the time of payment of wages, containing: the 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; net wages; the regular hourly rate or rates of pay; the overtime rate or rates of pay; the number of regular hours worked; and the number of overtime hours worked, as required by NYLL §195(3).

66. Defendants have failed to provide Plaintiff Pinos and other employees, at the time of hiring and on or before February 1 of each subsequent year, a statement in English and the employees' primary language of Spanish, containing: 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, including tip, meal, or lodging allowances; 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, as required by New York Labor Law §195(1).

### **FLSA COLLECTIVE ACTION CLAIMS**

67. Plaintiff Pinos brings her FLSA minimum wage, overtime, and liquidated damages claims as a collective action pursuant to FLSA Section 16(b), 29 U.S.C. § 216(b), on behalf of all similarly situated persons who are or were employed by Defendants, or any of them,

on or after the date that is three years before the filing of the complaint in her case (the “FLSA Class Period”), as employees of Defendants (the “FLSA Class”).

68. At all relevant times, Plaintiff Pinos and other members of the FLSA Class who are and/or have been similarly situated, have had substantially similar job requirements and pay provisions, and have been subject to Defendants’ common practices, policies, programs, procedures, protocols and plans of willfully failing and refusing to pay them the required minimum wage under the FLSA, the required overtime pay at a one and one-half their regular rates for work in excess of forty (40) hours per workweek under the FLSA, willfully taking improper wage deductions and other improper credits against Plaintiff Pinos’ wages for which Defendants did not qualify under the FLSA, and /or willfully failing to keep records required by the FLSA.

69. The claims of Plaintiff Pinos stated herein are similar to those of the other employees.

**FIRST CAUSE OF ACTION**  
**VIOLATION OF THE FLSA MINIMUM WAGE PROVISIONS**

70. Plaintiff Pinos repeats and realleges all paragraphs above as though fully set forth herein.

71. At all times relevant to this action, Defendants have been Plaintiff Pinos’ employers (and employers of the putative FLSA Class members) within the meaning of the Fair Labor Standards Act, 29 U.S.C. § 203(d). Defendants have had the power to hire and fire Plaintiff Pinos (and the FLSA class members), have controlled the terms and conditions of

employment, and have determined the rate and method of any compensation in exchange for their employment.

72. At all times relevant to this action, Defendants have been engaged in commerce or in an industry or activity affecting commerce.

73. Defendants constitute an enterprise within the meaning of the Fair Labor Standards Act, 29 U.S.C. § 203 (r-s).

74. Defendants have failed to pay Plaintiff Pinos (and the FLSA Class members) at the applicable minimum hourly rate, in violation of 29 U.S.C. § 206(a).

75. Defendants' failure to pay Plaintiff Pinos (and the FLSA Class members) at the applicable minimum hourly rate has been willful within the meaning of 29 U.S.C. § 255(a).

76. Plaintiff Pinos (and the FLSA Class members) have been damaged in an amount to be determined at trial.

**SECOND CAUSE OF ACTION**  
**VIOLATION OF THE FLSA OVERTIME PROVISIONS**

77. Plaintiff Pinos repeats and realleges all paragraphs above as though fully set forth herein.

78. At all times relevant to this action, Defendants have been Plaintiff Pinos' employers (and employers of the putative FLSA Class members) within the meaning of the Fair Labor Standards Act, 29 U.S.C. § 203(d). Defendants have had the power to hire and fire Plaintiff Pinos (and the FLSA class members), have controlled the terms and conditions of employment, and have determined the rate and method of any compensation in exchange for her employment.

79. At all times relevant to this action, Defendants have engaged in commerce or in an industry or activity affecting commerce.

80. Defendants constitute an enterprise within the meaning of the Fair Labor Standards Act, 29 U.S.C. § 203 (r-s).

81. Defendants, in violation of 29 U.S.C. § 207 (a)(1) of the FLSA, have failed to pay Plaintiff Pinos (and the FLSA Class members) overtime compensation at rates of one and one-half times the regular rate of pay for each hour worked in excess of forty hours in a workweek.

82. Defendants' failure to pay Plaintiff Pinos (and the FLSA Class members) overtime compensation has been willful within the meaning of 29 U.S.C. § 255(a).

83. Plaintiff Pinos (and the FLSA Class members) have been damaged in an amount to be determined at trial.

**THIRD CAUSE OF ACTION**  
**VIOLATION OF THE NEW YORK MINIMUM WAGE RATE**

84. Plaintiff Pinos repeats and realleges all paragraphs above as though fully set forth herein.

85. At all times relevant to this action, Defendants have been Plaintiff Pinos' employers within the meaning of the N.Y. Lab. Law §§ 2 and 651. Defendants have had the power to hire and fire Plaintiff Pinos (and the FLSA Class members), have controlled terms and conditions of employment, and have determined the rates and methods of any compensation in exchange for employment.

86. Defendants, in violation of NYLL § 652(1) and the supporting regulations of the New York State Department of Labor, paid Plaintiff Pinos (and the FLSA Class members) less than the minimum wage.

87. Defendants' failure to pay Plaintiff Pinos (and the FLSA Class members) minimum wage has been willful within the meaning of N.Y. Lab. Law § 663.

88. Plaintiff Pinos (and the FLSA Class Members) have been damaged in an amount to be determined at trial.

**FOURTH CAUSE OF ACTION**  
**VIOLATION OF THE NEW YORK STATE**  
**LABOR LAW'S OVERTIME PROVISIONS**

89. Plaintiff Pinos repeats and realleges all paragraphs above as though fully set forth herein.

90. Defendants, in violation of N.Y. Lab. Law § 190 *et seq.* and supporting regulations of the New York State Department of Labor, have failed to pay Plaintiff Pinos (and the FLSA Class members) overtime compensation at rates of one and one-half times the regular rate of pay for each hour worked in excess of forty hours in a workweek.

91. Defendants' failure to pay Plaintiff Pinos (and the FLSA Class members) overtime compensation has been willful within the meaning of N.Y. Lab. Law § 663.

92. Plaintiff Pinos (and the FLSA Class Members) have been damaged in an amount to be determined at trial.

**FIFTH CAUSE OF ACTION**  
**VIOLATION OF THE SPREAD OF HOURS WAGE ORDER**  
**OF THE NEW YORK COMMISSIONER OF LABOR**



93. Plaintiff Pinos repeats and realleges all paragraphs above as though fully set forth herein.

94. Defendants have failed to pay Plaintiff Pinos one additional hour's pay at the basic minimum wage rate before allowances for each day Plaintiff Pino's spread of hours exceeded ten hours in violation of NYLL §§ 190 *et seq.* and 650 *et seq.* and the wage order of the New York Commissioner of Labor codified at N.Y. COMP. CODES R. & REGS. Tit. 12, § 146-1.6.

95. Defendants' failure to pay Plaintiff Pinos an additional hour's pay for each day Plaintiff Pino's spread of hours have exceeded ten hours has been willful within the meaning of NYLL § 663.

96. Plaintiff Pinos has been damaged in an amount to be determined at trial.

**SIXTH CAUSE OF ACTION  
VIOLATION OF THE NOTICE AND RECORDKEEPING  
REQUIREMENTS OF THE NEW YORK LABOR LAW**

97. Plaintiff Pinos repeats and realleges all paragraphs above as though fully set forth herein.

98. Defendants have failed to provide Plaintiff Pinos with a written notice, in English and in Spanish (Plaintiff Pinos' primary language), of her rate of pay, regular pay day, and such other information as required by NYLL §195(1).

99. Defendants are liable to Plaintiff Pinos in the amount of \$5,000, together with costs and attorneys' fees.

**SEVENTH CAUSE OF ACTION  
VIOLATION OF THE WAGE STATEMENT PROVISIONS  
OF THE NEW YORK LABOR LAW**

100. Plaintiff Pinos repeats and realleges all paragraphs above as though set forth fully

herein.

101. Defendants did not provide Plaintiff Pinos with a statement of wages with each payment of wages, as required by NYLL 195(3).

102. Defendants are liable to Plaintiff Pinos in the amount of \$5,000, together with costs and attorneys' fees.

**EIGHTH CAUSE OF ACTION**  
**(RECOVERY OF EQUIPMENT COSTS)**

103. Plaintiff Pinos repeats and realleges all paragraphs above as though set forth fully herein.

104. Defendants have required Plaintiff Pinos to pay, without reimbursement, the costs and expenses for purchasing and maintaining "tools of the trade" have required to perform her jobs, such as hair dryers and hair clippers, further reducing her wages in violation of the FLSA and NYLL. 29 U.S.C. § 206(a); 29 C.F.R. § 531.35; N.Y. Lab. Law §§ 193 and 198-b.

105. Plaintiff Pinos has been damaged in an amount to be determined at trial.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff Pinos respectfully request that this Court enter judgment against Defendants by:

(a) Designating this action as a collective action and authorizing prompt issuance of notice pursuant to 29 U.S.C. § 216(b) to all putative class members, apprising them of the pendency of this action, and permitting them promptly to file consents to be Plaintiffs in the FLSA claims in this action;

(b) Declaring that Defendants have violated the minimum wage provisions of, and associated rules and regulations under, the FLSA as to Plaintiff Pinos and the FLSA class members;

(c) Declaring that Defendants have violated the overtime wage provisions of, and associated rules and regulations under, the FLSA as to Plaintiff Pinos and the FLSA class members;

(d) Declaring that Defendants have violated the recordkeeping requirements of, and associated rules and regulations under, the FLSA with respect to Plaintiff Pinos', and the FLSA class members', compensation, hours, wages, and any deductions or credits taken against wages;

(e) Declaring that Defendants' violation of the provisions of the FLSA has been willful as to Plaintiff Pinos and the FLSA class members;

(f) Awarding Plaintiff Pinos and the FLSA class members damages for the amount of unpaid minimum wage, overtime compensation and damages for any improper deductions or credits taken against wages under the FLSA, as applicable;

(g) Awarding Plaintiff Pinos and the FLSA class members liquidated damages in an amount equal to 100% of her damages for the amount of unpaid minimum wage, overtime compensation, and damages for any improper deductions or credits taken against wages under the FLSA as applicable pursuant to 29 U.S.C. § 216(b);

(h) Declaring that Defendants have violated the minimum wage provisions of, and rules and orders promulgated under, the NYLL as to Plaintiff Pinos and the members of the FLSA Class;

(i) Declaring that Defendants violated the overtime wage provisions of, and rules and

orders promulgated under, the NYLL as to Plaintiff Pinos and the members of the FLSA Class;

(j) Declaring that Defendants violated the Spread of Hours Wage Order of the New York Commission of Labor as to Plaintiff Pinos and the members of the FLSA Class;

(k) Declaring that Defendants violated the notice, recordkeeping, and wage statement requirements of the NYLL with respect to Plaintiff Pinos', and the FLSA Class members', compensation, hours, wages; and any deductions or credits taken against wages;

(l) Declaring that Defendants' violations of the New York Labor Law have been willful as to Plaintiff Pinos and the FLSA Class members;

(m) Awarding Plaintiff Pinos and the FLSA class members damages for the amount of unpaid minimum and overtime wages, damages for any improper deductions or credits taken against wages as well as awarding spread of hours pay under the NYLL as applicable;

(n) Awarding Plaintiff Pinos damages for Defendants' violation of the NYLL notice and recordkeeping provisions, pursuant to NYLL §§198(1-b), 198(1-d);

(o) Awarding Plaintiff Pinos and the FLSA class members liquidated damages in an amount equal to one hundred percent (100%) of the minimum wage, spread of hours pay and overtime compensation shown to be owed pursuant to NYLL § 663 as applicable;

(p) Awarding Plaintiff Pinos and the FLSA class members pre-judgment and post-judgment interest as applicable;

(q) Awarding Plaintiff Pinos and the FLSA class members the expenses incurred in this action, including costs and attorneys' fees;

(r) Providing that if any amounts remain unpaid upon the expiration of ninety days following issuance of judgment, or ninety days after expiration of the time to appeal and no

appeal is then pending, whichever is later, the total amount of judgment shall automatically increase by fifteen percent, as required by NYLL § 198(4); and

- (s) All such other and further relief as the Court deems just and proper.

JURY DEMAND

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

Dated: New York, New York  
October 27, 2016

MICHAEL FAILLACE & ASSOCIATES, P.C.

/s/ Michael Faillace

By: Michael A. Faillace [MF-8436]  
60 East 42nd Street, Suite 2540  
New York, New York 10165  
(212) 317-1200  
*Attorneys for Plaintiff*

# Michael Faillace & Associates, P.C.

Employment and Litigation Attorneys

60 E 42<sup>nd</sup> Street, Suite 2540  
New York, New York 10165

Telephone: (212) 317-1200  
Facsimile: (212) 317-1620

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Faillace@employmentcompliance.com

October 25, 2016

BY HAND

TO: Clerk of Court,

I hereby consent to join this lawsuit as a party plaintiff.

**(Yo, por medio de este documento, doy mi consentimiento para formar parte de la demanda como uno de los demandantes.)**

Name / Nombre:

**Sandra Pinos-Buendia**

Legal Representative / Abogado:

Michael Faillace & Associates, P.C.

Signature / Firma:

  
\_\_\_\_\_

Date / Fecha:

25 de octubre de 2016

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Universal Barber Shop Trimmed with FLSA Class Action Suit](#)

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