UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

Kan Ming, Individually and on behalf of all others similarly situated, Plaintiff, - against - 2317 OMIYA SUSHI INC d/b/a OMIYA SUSHI, OMIYA SUSHI II INC. d/b/a OMIYA SUSHI, Phui Phui Woo, and Yat Khow Woo a/k/a "Ben", and Yao Qin Feng, Defendants.	Case No. **COLLECTIVE ACTION COMPLAINT**

Plaintiff Kan Ming ("Plaintiff"), by and through his undersigned attorneys, Hang & Associates, PLLC, hereby file this complaint against the Defendants 2317 OMIYA SUSHI INC d/b/a OMIYA SUSHI, OMIYA SUSHI II INC d/b/a OMIYA SUSHI, Phui Phui Woo, Yat Khow Woo a/k/a "Ben", and Yao Qin Feng (collectively "Defendants"), alleges and shows the Court the following:

INTRODUCTION

1. This is an action brought by Plaintiff on his own behalf and on behalf of similarly situated employees, alleging violations of the Fair Labor Standards Act, 29 U.S.C. § 201 et seq. ("FLSA") and the New York Labor Law, arising from Defendants' various willful and unlawful employment policies, patterns and/or practices.

2. Upon information and belief, Defendants have willfully and intentionally committed widespread violations of the FLSA and NYLL by engaging in a pattern and practice of

failing to pay their employees, including Plaintiffs, compensation for all hours worked and overtime compensation for all hours worked over forty (40) each workweek.

3. Plaintiff alleges pursuant to the FLSA, that he is entitled to recover from the Defendants: (1) unpaid minimum wage; (2) unpaid overtime wages, (3) unpaid reimbursement for expenses relating to tools of trade, (4) liquidated damages, (5) prejudgment and post-judgment interest; and (6) attorneys' fees and costs.

4. Plaintiff further alleges pursuant to New York Labor Law § 650 et seq. and 12 New York Codes, Rules and Regulations §§ 146 ("NYCRR") that they are entitled to recover from the Defendants: (1) unpaid minimum wage compensation, (2) unpaid overtime compensation, (3) unpaid "spread of hours" premium for each day Plaintiff worked ten (10) or more hours, (4) compensation for failure to provide wage notice at the time of hiring and failure to provide paystubs on each payday in violation of the NYLL, (5) liquidated damages equal to the sum of unpaid minimum wage, unpaid "spread of hours" premium, unpaid overtime pursuant to the NY Wage Theft Prevention Act; (6) prejudgment and post-judgment interest; and (7) attorney's fees and costs.

JURISDICTION AND VENUE

5. This Court has original federal question jurisdiction over this controversy under 29 U.S.C. §216(b), 28 U.S.C. § 1331, and has supplemental jurisdiction over the New York Labor Law claims pursuant to 28 U.S.C. § 1367(a).

6. Venue is proper in the Eastern District of New York pursuant to 28 U.S.C. §§ 1391(b) and (c), because Defendants conduct business in this District, and the acts and omissions giving rise to the claims herein alleged took place in this District.

PLAINTIFF

7. Plaintiff Kan Ming ("Plaintiff") is an individual residing in Kings, New York.

8. From on or around February 11, 2014 to on or around December 1, 2018, Plaintiff was employed by Defendants as a delivery worker for Defendants' restaurant located at 2317 Avenue U, Brooklyn, NY 11229. Throughout his employment with Defendants, Plaintiff was required to make deliveries for Defendants' restaurant under Defendants' directions.

DEFENDANTS

Corporate Defendant 2317 OMIYA SUSHI INC d/b/a OMIYA SUSHI

9. Upon information and belief, Defendant 2317 OMIYA SUSHI INC ("2317 OMIYA") is a domestic business corporation organized under the laws of the State of New York with a principal business address at 2317 Avenue U, Brooklyn, NY 11229.

10. Upon information and belief, Defendant 2317 OMIYA had gross sales in excess of Five Hundred Thousand Dollars ($500,000) per year at all relevant times.

11. Upon information and belief, at all relevant times, Defendant 2317 OMIYA had employees handling or otherwise working on goods moved in commerce, such as food supplies.

12. At all relevant times, Defendant 2317 OMIYA was, and continues to be, an "enterprise engaged in commerce" within the meaning of FLSA.

13. At all relevant times, the work performed by Plaintiff is directly essential to the business operated by Defendant 2317 OMIYA.

Corporate Defendant OMIYA SUSHI II INC d/b/a OMIYA SUSHI

14. Upon information and belief, Defendant OMIYA SUSHI II ("OMIYA II") is a dissolved domestic business corporation organized under the laws of the State of New York with a principal business address at 2317 Avenue U, Brooklyn, NY 11229.

15. Upon information and belief, Defendant OMIYA II dissolved on or around August 16, 2018.

16. Upon information and belief, Defendant OMIYA II had gross sales in excess of Five Hundred Thousand Dollars ($500,000) per year at all relevant times.

17. Upon information and belief, at all relevant times Defendant OMIYA II had employees handling or otherwise working on goods moved in commerce, such as food supplies.

18. At all relevant times, Defendant OMIYA II was an "enterprise engaged in commerce" within the meaning of FLSA.

19. At all relevant times, the work performed by Plaintiff is directly essential to the business operated by Defendant OMIYA II.

Corporate Defendants as Successor Employers and/or Joint Employers

20. Upon information and belief, at all relevant times, corporate defendants 2317 OMIYA and OMIYA II either do or did business as OMIYA SUSHI as joint employer concurrently or as successor employers or both, and are joint and severally liable to unpaid wages owed to Plaintiff and all other similarly situated employees.

21. Upon information and belief, corporate defendants 2317 OMIYA and OMIYA II either do or did business under the same trade name OMIYA SUSHI at the same principal business address located at 2317 Avenue U, Brooklyn, NY 11229, engaged in substantially the same work

in substantially the same work conditions, shared substantially the same management and control over the restaurant OMIYA.

Individual Defendant Woo Phui Phui

22. Upon information and belief, Defendant Phui Phui Woo is the owner, officer, director and/or managing agent of the Defendant 2317 OMIYA and participated in the day-to-day operations of Defendant 2317 OMIYA, and acted intentionally and maliciously and is an employer pursuant to FLSA, 29 U.S.C. §203d, and regulations promulgated thereunder, 29 C.F.R. §791.2, NYLL §2 and the regulations thereunder, and is jointly and severally liable with Defendant 2317 OMIYA.

23. Upon information and belief, Defendant Phui Phui Woo owns the stock of Defendant 2317 OMIYA and manages and makes all business decisions including but not limited to the amount in salary the employee will receive and the number of hours employees will work.

24. Upon information and belief, Defendant Phui Phui Woo is the registered principal of 2317 OMIYA's liquor license.

25. Defendant Phui Phui Woo was known as "boss" to Plaintiff, because she (1) had the power to hire and fire employees, (2) supervised and controlled employee work schedules and conditions of employment, (3) determined employee rates and methods of payment, and (4) maintained employee records at Defendant 2317 OMIYA.

26. At all relevant times, Defendants knowingly and willfully failed to pay Plaintiff his lawfully earned minimum wages, overtime compensation and spread-of-hour premiums, and failed to provide Plaintiff a wage notice at the time of hiring nor pay stubs in violation of the NYLL.

Individual Defendant Yat Khow Woo a/k/a "Ben"

27. Upon information and belief, Defendant Yat Khow Woo is the owner, officer, director and/or managing agent of the Defendant 2317 OMIYA and participated in the day-to-day operations of Defendant 2317 OMIYA, and acted intentionally and maliciously and is an employer pursuant to FLSA, 29 U.S.C. §203d, and regulations promulgated thereunder, 29 C.F.R. §791.2, NYLL §2 and the regulations thereunder, and is jointly and severally liable with Defendant 2317 OMIYA.

28. Upon information and belief, Defendant Yat Khow Woo owns the stock of Defendant 2317 OMIYA and manages and makes all business decisions including but not limited to the amount in salary the employee will receive and the number of hours employees will work.

29. Upon information and belief, Defendant Yat Khow Woo is the chief executive officer of 2317 OMIYA.

30. Defendant Yat Khow Woo was known as "boss" to Plaintiff, because he (1) had the power to hire and fire employees, (2) supervised and controlled employee work schedules and conditions of employment, (3) determined employee rates and methods of payment, and (4) maintained employee records at Defendant 2317 OMIYA.

31. At all relevant times, Defendants knowingly and willfully failed to pay Plaintiff his lawfully earned minimum wages, overtime compensation and spread-of-hour premiums, and failed to provide Plaintiff a wage notice at the time of hiring nor pay stubs in violation of the NYLL.

Defendant Yao Qin Feng

32. Upon information and belief, Defendant Yao Qin Feng is the owner, officer, director and/or managing agent of the Defendant OMIYA II and participated in the day-to-day

operations of Defendant OMIYA II, and acted intentionally and maliciously and is an employer pursuant to FLSA, 29 U.S.C. §203d, and regulations promulgated thereunder, 29 C.F.R. §791.2, NYLL §2 and the regulations thereunder, and is jointly and severally liable with Defendant OMIYA II.

33. Upon information and belief, Defendant Yao Qin Feng owns the stock of Defendant OMIYA II and manages and makes all business decisions including but not limited to the amount in salary the employee will receive and the number of hours employees will work.

34. Upon information and belief, Defendant Yao Qin Feng is the principal executive officer of Defendant OMIYA II.

35. Defendant Yao Qin Feng was known as "boss" to Plaintiff, because he (1) had the power to hire and fire employees, (2) supervised and controlled employee work schedules and conditions of employment, and (3) maintained employee records at Defendant OMIYA II.

36. At all relevant times, Defendants knowingly and willfully failed to pay Plaintiff his lawfully earned minimum wages, overtime compensation and spread-of-hour premiums, and failed to provide Plaintiff a wage notice at the time of hiring nor any pay stubs in violation of the NYLL nor any pay stubs.

37. Plaintiff has fulfilled all conditions precedent to the institution of this action and/ or conditions have been waived.

FLSA COLLECTIVE ACTION ALLEGATIONS

38. Plaintiff brings this action individually and on behalf of all other and former non-exempt employees who have been or were employed by the Defendants at their nail salon locations for up to the last three (3) years, through entry of judgment in this case (the "Collective Action Period") (the "Collective Action Members"). Upon information and belief, the Collection Action

Members are so numerous the joinder of all members is impracticable. The identity and precise number of such persons are unknown, and the facts upon which the calculations of that number may be ascertained are presently within the sole control of the Defendants. Upon information and belief, there are more than twenty (20) Collective Action members, who have worked for or have continued to work for the Defendants during the Collective Action Period, most of whom would not likely file individual suits because they fear retaliation, lack adequate financial resources, access to attorneys, or knowledge of their claims. Therefore, Plaintiffs submit that this case should be certified as a collection action under the FLSA, 29 U.S.C. §216(b).

39. Plaintiff will fairly and adequately protect the interests of the Collective Action Members, and have retained counsel that is experienced and competent in the field of employment law and class action litigation. Plaintiffs have no interests that are contrary to or in conflict with those members of this collective action.

40. This action should be certified as collective action because the prosecution of separate action by individual members of the collective action would risk creating either inconsistent or varying adjudication with respect to individual members of this class that would as a practical matter be dispositive of the interest of the other members not party to the adjudication, or subsequently impair or impede their ability to protect their interests.

41. A collective action is superior to other available methods for the fair and efficient adjudication of this controversy, since joinder of all members is impracticable. Furthermore, inasmuch as the damages suffered by individual Collective Action Members may be relatively small, the expense and burden of individual litigation makes it virtually impossible for the members of the collective action to individually seek redress for the wrongs done to them. There will be no difficulty in the management of this action as collective action.

42. Questions of law and fact common to members of the collective action predominate over questions that may affect only individual members because Defendants have acted on grounds generally applicable to all members. Among the questions of fact common to Plaintiffs and other Collective Action Members are:

a. Whether the Defendants employed Collective Action members within the meaning of the FLSA;

b. Whether the Defendants' violations of the FLSA are willful as that terms is used within the context of the FLSA; and,

c. Whether the Defendants are liable for all damages claimed hereunder, including but not limited to compensatory, punitive, and statutory damages, interest, costs and disbursements and attorneys' fees.

43. Plaintiff knows of no difficulty that will be encountered in the management of this litigation that would preclude its maintenance as a collective action.

44. Plaintiff and others similarly situated have been substantially damaged by Defendants' unlawful conduct.

STATEMENT OF FACTS

45. Defendants committed the following alleged acts knowingly, intentionally and willfully.

46. Defendants knew that the nonpayment of minimum wage, overtime pay, spread of hours pay, and failure to provide the required wage notice at the time of hiring would financially injure Plaintiff and similarly situated employees and violate state and federal laws.

Plaintiff Kan Ming

47. From on or around February 11, 2014 to on or around December 1, 2018, Plaintiff was hired by Defendants to work as a full-time delivery worker for Defendants' restaurant OMIYA SUSHI.

48. Plaintiff was not provided a correct written wage notice when he was hired, including but not limited to information about his rate of pay and basis thereof, allowances, including tip and meals credits, claimed by Defendants, and the regular pay day designated by Defendants.

49. From on or around February 11, 2014 to on or around December 31, 2014, Plaintiff worked 5 days per week and with two weekdays off. From Mondays to Thursdays on which he worked, Plaintiff generally worked from 11: 00 a.m. to 10:30 p. m without an uninterrupted break. On Fridays that he worked, Plaintiff generally worked from 11:00 a.m. to 11:00 p.m. without an uninterrupted break. On Saturdays, Plaintiff worked from 11:30 a.m. to 11:00 p.m. without an uninterrupted break. On Sundays, Plaintiff worked from 11:30 a.m. to 10:00 p.m. without an uninterrupted break. Plaintiff therefore worked or approximately fifty-seven (57) hours per week during this stated employment period.

50. From on or around January 1, 2015 to on or around December 31, 2018, Plaintiff worked 6 days per week and with one weekday off. From Mondays to Thursdays on which he worked, Plaintiff generally worked from 11: 00 a.m. to 10:30 p. m without an uninterrupted break. On Fridays that he worked, Plaintiff worked from 11:00 a.m. to 11:00 p.m. without an uninterrupted break. On Saturdays, Plaintiff worked from 11:30 a.m. to 11:00 p.m. without an uninterrupted break. On Sundays, Plaintiff worked from 11:30 a.m. to 10:00 p.m. without an

uninterrupted break. Plaintiff therefore worked or approximately sixty-eight and a half (68.5) hours per week for this stated employment period.

51. Throughout his employment with Defendants, Plaintiff was paid with a fixed rate of $60 per day regardless the amount of hours Plaintiff actually worked each day.

52. As a delivery person, Plaintiff regularly receives tips. Plaintiff, however, was never given a notice regarding Defendants' intention to take tip credit against the minimum wage.

53. Throughout his employment with Defendants, Plaintiff was not compensated for minimum wage, overtime and spread of hour premium pursuant to federal and state law requirement.

54. Throughout his employment with Defendants, Plaintiff was not overtime-exempted.

55. Throughout his employment with Defendants, Plaintiff was not required to punch time cards or to otherwise record his work hours.

56. Defendants did not provide Plaintiff with a proper pay stub with each wage payment.

57. Defendants knowingly and willfully operated their business with a policy of not reimbursing Plaintiff for expenses incurred in relation to tools of the trade used by Plaintiff in order to perform duties as a delivery worker. Throughout his employment with Defendants, Plaintiff was required by Defendants to use his own car to make deliveries for Defendants' restaurant. As expenses relating to make deliveries, Plaintiff generally spent $ 15 per day on gas and about $ 300 per year on car maintenance.

58. Through his employment with Defendants, Defendants failed to reimburse Plaintiff for his expenses on gas and maintenance for using Plaintiff's own car to make deliveries.

STATEMENT OF CLAIM

COUNT I
[Violations of the Fair Labor Standards Act—Minimum Wage Brought by Plaintiff and FLSA Collective]

59. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

60. At all relevant times, upon information and belief, Defendants have been, and continue to be, "employers" engaged in interstate "commerce" and/or in the production of "goods" for "commerce," within the meaning of the FLSA, 29 U.S.C. §206(a) and §207(a). Further, Plaintiff Zhao is covered within the meaning of FLSA, U.S.C. §§206(a) and 207(a).

61. At all relevant times, Defendants employed "employees" including Plaintiff, within the meaning of FLSA.

62. Upon information and belief, at all relevant times, Defendants have had gross revenues in excess of $500,000.

63. The FLSA provides that any employer engaged in commerce shall pay employees the applicable minimum wage. 29 U.S.C. § 206(a).

64. At all relevant times, Defendants had a policy and practice of refusing to pay the statutory minimum wage to Plaintiff, and the collective action members, for some or all of the hours they worked.

65. The FLSA provides that any employer who violates the provisions of 29 U.S.C. §206 shall be liable to the employees affected in the amount of their unpaid minimum compensation, and in an additional equal amount as liquidated damages.

66. Defendants knowingly and willfully disregarded the provisions of the FLSA as evidenced by failing to compensate Plaintiff at the statutory minimum wage when they knew or should have known such was due and that failing to do so would financially injure Plaintiffs.

COUNT II
[Violation of New York Labor Law—Minimum Wage
Brought by Plaintiff]

67. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

68. At all relevant times, Plaintiff was employed by Defendants within the meaning of New York Labor Law §§2 and 651.

69. Pursuant to the New York Wage Theft Prevention Act, an employer who fails to pay the minimum wage shall be liable, in addition to the amount of any underpayments, for liquidated damages equal to the total of such under-payments found to be due the employee.

70. Defendants knowingly and willfully violated Plaintiff's rights by failing to pay their minimum wages in the lawful amount for hours worked.

COUNT III
[Violations of the Fair Labor Standards Act—Overtime Wage
Brought by Plaintiff and FLSA Collective]

71. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

72. The FLSA provides that no employer engaged in commerce shall employ a covered employee for a work week longer than forty (40) hours unless such employee receives compensation for employment in excess of forty (40) hours at a rate not less than one and one-half

times the regular rate at which he or she is employed, or one and one-half times the minimum wage, whichever is greater. 29 USC §207(a).

73. The FLSA provides that any employer who violates the provisions of 29 U.S.C. §207 shall be liable to the employees affected in the amount of their unpaid overtime compensation, and in an additional equal amount as liquidated damages. 29 USC §216(b).

74. Defendants' failure to pay Plaintiff their overtime pay violated the FLSA.

75. At all relevant times, Defendants had, and continue to have, a policy of practice of refusing to pay overtime compensation at the statutory rate of time and a half to Plaintiff for all hours worked in excess of forty (40) hours per workweek, which violated and continues to violate the FLSA, 29 U.S.C. §§201, et seq., including 29 U.S.C. §§207(a)(1) and 215(a).

76. The FLSA and supporting regulations required employers to notify employees of employment law requires employers to notify employment law requirements. 29 C.F.R. §516.4.

77. Defendants willfully failed to notify Plaintiff of the requirements of the employment laws in order to facilitate their exploitation of Plaintiffs' labor.

78. Defendants knowingly and willfully disregarded the provisions of the FLSA as evidenced by their failure to compensate Plaintiff the statutory overtime rate of time and one half for all hours worked in excess of forty (40) per week when they knew or should have known such was due and that failing to do so would financially injure Plaintiff.

COUNT IV
[Violation of New York Labor Law—Overtime Pay
Brought by Plaintiff]

79. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

80. Pursuant to the New York Wage Theft Prevention Act, an employer who fails to pay proper overtime compensation shall be liable, in addition to the amount of any underpayments, for liquidated damages equal to the total of such under-payments found to be due the employee.

81. Defendants' failure to pay Plaintiff his overtime pay violated the NYLL.

82. Defendants' failure to pay Plaintiff was not in good faith.

COUNT V
[Violation of New York Labor Law—Spread of Time Pay
Brought by Plaintiff]

83. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

84. The NYLL requires employers to pay an extra hour's pay for every day that an employee works an interval in excess of ten hours pursuant to NYLL §§190, et seq., and §§650, et seq., and New York State Department of Labor regulations §146-1.6.

85. Defendants' failure to pay Plaintiff spread-of-hours pay was not in good faith.

COUNT VI
[Violation of New York Labor Law—Time of Hire Wage Notice Requirement
Brought by Plaintiff]

86. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

87. The NYLL and supporting regulations require employers to provide written notice of the rate or rates of pay and the basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or other; allowances, if any, claimed as a part of 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

employer's main office or principal place of business, and a mailing address if different; the telephone number of the employer. NYLL §195-1(a).

88. Defendants intentionally failed to provide notice to employees in violation of New York Labor Law § 195, which requires all employers to provide written notice in the employee's primary language about the terms and conditions of employment related to rate of pay, regular pay cycle and rate of overtime on his or his first day of employment.

89. Defendants not only did not provide notice to each employee at Time of Hire, but failed to provide notice to each Plaintiffs even after the fact.

90. Due to Defendants' violations of New York Labor Law, Plaintiff is entitled to recover from Defendants, jointly and severally, $50 for each workday that the violation occurred or continued to occur, up to $5,000, together with costs and attorneys' fees pursuant to New York Labor Law. N.Y. Lab. Law §198(1-b).

COUNT VII
[Violation of New York Labor Law—New York Pay Stub Requirement Brought by Plaintiff]

91. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

92. The NYLL and supporting regulations require employers to provide detailed paystub information to employees every payday. NYLL §195-1(d).

93. Defendants have failed to make a good faith effort to comply with the New York Labor Law with respect to compensation of each Plaintiff, and did not provide the paystub on or after each Plaintiff's payday.

94. Due to Defendants' violations of New York Labor Law, Plaintiff is entitled to recover from Defendants, jointly and severally, $250 for each workday of the violation, up to

$5,000 for each Plaintiff together with costs and attorneys' fees pursuant to New York Labor Law N.Y. Lab. Law §198(1-d).

COUNT VIII
[Violation of the Fair Labor Standards Act —Failure Reimburse for Expenses relating to Tools of the Trade
Brought on behalf of Plaintiff and the FLSA Collective]

95. Plaintiff on behalf of himself and all other similarly situated Collective Action Members repeats and re-alleges each and every allegation of the preceding paragraphs hereof with the same force and effect as though fully set forth herein.

96. At all relevant times, the Defendants had a policy and practice of refusing to reimburse Plaintiff and the FLSA Collective for expenses incurred in relation to tools of the trade used by Plaintiff and the FLSA Collective in order to perform his job duties as delivery worker. Such tools of the trade include but are not limited to, gas, car maintenance, and traffic tickets incurred in the course of making deliveries.

97. Defendants knew of and/or showed a willful disregard for the provisions of the FLSA as evidenced by their failure to reimburse Plaintiff for expenses incurred in relation to tools of the trade used by Plaintiff when Defendants knew or should have known such was due.

Prayer For Relief

WHISEFORE, Plaintiff respectfully request that this court enter a judgment providing the following relief:

a) A declaratory judgment that the practices complained of herein are unlawful under FLSA and New York Labor Law;

b) An injunction against 2317 OMIYA INC. d/b/a 2317 OMIYA and OMIYA SUSHI

II INC. d/b/a OMIYA, its officers, agents, successors, employees, representatives and any and all persons acting in concert with them as provided by law, from engaging in each of unlawful practices and policies set forth herein;

c) An award of unpaid minimum wages, overtime wages, spread of hours, failure to reimburse expenses relating to tools of trade, due Plaintiff the FLSA and New York Labor Law, plus compensatory and liquidated damages in the amount of twenty five percent under NYLL §§190 et seq., §§650 et seq., and one hundred percent after April 9, 2011 under NY Wage Theft Prevention Act, and interest;

d) An award of damages for Defendants' failure to provide wage notice at the time of hiring as required under the New York Labor Law.

e) An award of liquidated and/or punitive damages as a result of Defendants' knowing and willful failure to pay minimum wage and overtime compensation pursuant to 29 U.S.C. §216;

f) An award of liquidated and/ or punitive damages as a result of Defendants' willful failure to pay minimum wage, overtime compensation and "spread of hours" premium pursuant to New York Labor Law;

g) An award of costs and expenses of this action together with reasonable attorneys' and expert fees pursuant to 29 U.S.C. §216(b) and NYLL §§198 and 663;

h) The cost and disbursements of this action;

i) An award of prejudgment and post-judgment fees;

j) Providing that if any amounts remain unpaid upon the expiration of ninety days following the 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

k) Such other and further legal and equitable relief as this Court deems necessary, just, and proper.

Dated: Flushing, New York, January 15, 2019

HANG & ASSOCIATES, PLLC.

/S XIAOXI LIU

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EXHIBIT 1

CONSENT TO SUE UNDER
FEDERAL FAIR LABOR STANDARDS ACT

I am an employee currently or formerly employed by 2317 OMIYA SUSHI INC d/b/a OMIYA SUSHI, Phui Phui Woo, Yam Shing Wong, and and/or related entities and individuals.

I consent to be a plaintiff in an action to collect unpaid wages. I agree that I am bound by the terms of the Contingent Fee Retainer signed by the named plaintiff in this case.

ming kam
Full Legal Name (Print)

ming kam
Signature

12/04/2018
Date