

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

Jianbo Li, Xiaoyan He, and Huanyi Lei, individually and
on behalf of all other employees similarly situated,

Plaintiffs,

- against -

Hot Pot Flushing LLC,
d/b/a Little Sheep Mongolian Hot Pot, or Little Sheep,
Hot Pot Manhattan 1 LLC,
d/b/a Little Sheep Mongolian Hot Pot, or Little Sheep,
Michael Pui Leung Luk,
Guiyou Wang,
Peter Yang,
“John” Zhang, (First Name Unknown),
“Jane Doe” (Legal Name Unknown) a/k/a Vicky,

Defendants.

Case No.

COLLECTIVE & CLASS
ACTION COMPLAINT

Plaintiffs Jianbo Li, Xiaoyan He, and Huanyi Lei on their own behalf and on behalf of all others similarly situated, by and through their undersigned attorneys, Hang & Associates, PLLC, hereby file this complaint against the Defendants Hot Pot Flushing LLC, d/b/a Little Sheep Mongolian Hot Pot, or Little Sheep, Hot Pot Manhattan 1 LLC, d/b/a Little Sheep Mongolian Hot Pot, or Little Sheep, Michael Pui Leung Luk, Guiyou Wang, Peter Yang, “John” Zhang, (First Name Unknown), “Jane Doe” (Legal Name Unknown) a/k/a Vicky (collectively “Defendants”), allege and show the Court the following:

INTRODUCTION

1. This is an action brought by Plaintiffs on their 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, minimum wage, and overtime compensation for all hours worked over forty (40) each workweek.
3. Plaintiffs allege pursuant to the FLSA, that they are entitled to recover from the Defendants: (1) unpaid wages and minimum wages, (2) unpaid overtime wages, (3) liquidated damages, (4) prejudgment and post-judgment interest; and (5) attorneys’ fees and costs.
4. Plaintiffs further allege 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 wages and minimum wages, (2) unpaid overtime compensation, (3) liquidated damages equal to the sum of unpaid minimum wage, unpaid overtime pursuant to the NY Wage Theft Prevention Act; (4) compensation for failure to provide wage notice at the time of hiring and accurate paystub at each pay period in violation of the NYLL, (5) liquidated damages equal to the sum of illegally retained tips, (6) prejudgment and post-judgment interest; and (7) attorney’s fees and costs.
5. Plaintiff Lei further alleges pursuant to Age Discrimination in Employment Act, as amended, 29 U.S.C. § 623(a)(1) that he is entitled to recover from the Defendants:

- (1) an award of monetary damages and other relief, including attorneys' fees and expenses with interest; and (2) liquidated damages.
6. Plaintiff Lei further alleges pursuant to New York State Human Rights Law, New York Executive Law § 296(1)(a), that he is entitled to recover from the Defendants: (1) an award of monetary damages and other relief, including attorneys' fees and expenses with interest; and (2) liquidated damages.
7. Plaintiff Lei further alleges pursuant to New York City Human Right Law, New York City Administrative Law § 8-107(1)(a), that he is entitled to recover from the Defendants: (1) an award of monetary damages and other relief, including attorneys' fees and expenses with interest; and (2) liquidated damages.

JURISDICTION AND VENUE

8. 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).
9. 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.

PLAINTIFFS

10. Plaintiff Jianbo Li is a resident of Queens and was employed to work as a kitchen helper by Little Sheep Mongolian Hotpot located at 136-59 37th Ave, FL1, Flushing, NY 11354 from December 26, 2017 to March 11, 2018.

11. Plaintiff Xiaoyan He is a resident of Queens and was employed to work as a kitchen helper by Little Sheep Mongolian Hotpot located at 136-59 37th Ave, FL1, Flushing, NY 11354 from February 9, 2018 to March 11, 2018.
12. Plaintiff Huanyi Lei is a resident of Queens and was employed to work as a cook by Little Sheep Mongolian Hotpot located at 136-59 37th Ave, FL1, Flushing, NY 11354 from February 5, 2018 to February 20, 2018.

DEFENDANTS

13. Defendant Hot Pot Flushing LLC, d/b/a Little Sheep Mongolian Hot Pot, or Little Sheep is a domestic business corporation organized under the laws of the State of New York with a principal address at 136-59 37th Ave, FL1, Flushing, NY 11354.
14. Upon information and belief, Defendant, Hot Pot Flushing LLC is a Chinese Restaurant had gross sales in excess of Five Hundred Thousand Dollars (\$500,000) per year. Upon information and belief, Hot Pot Flushing LLC purchased and handled goods moved in interstate commerce.
15. Defendant Hot Pot Manhattan 1 LLC, d/b/a Little Sheep Mongolian Hot Pot, or Little Sheep, is a domestic business corporation organized under the laws of the State of New York with a principal address at 105 Bowery, New York, NY 10002.
16. Upon information and belief, Defendant, Hot Pot Manhattan 1 LLC is a Chinese Restaurant had gross sales in excess of Five Hundred Thousand Dollars (\$500,000) per year. Upon information and belief, Hot Pot Manhattan 1 LLC purchased and handled goods moved in interstate commerce.
17. Upon information and belief, Defendant Michael Pui Leung Luk is the owner, officer, director, manager, shareholder, and/or agent of both Hot Pot Flushing LLC

located at 136-59 37th Ave, FL1, Flushing, NY 11354, and Hot Pot Manhattan 1 LLC located at 105 Bowery, New York, NY 10002. He participated in the day-to-day operations of the two Corporate Defendants 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 the above-mentioned two Corporate Defendants.

18. Upon information and belief, Defendant Michael Pui Leung Luk owns the stock of Hot Pot Flushing LLC and Hot Pot Manhattan 1 LLC, 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.
19. Upon information and belief, Defendant Guiyou Wang is the owner, officer, director, manager, shareholder, and/or agent of both Hot Pot Flushing LLC located at 136-59 37th Ave, FL1, Flushing, NY 11354, and Hot Pot Manhattan 1 LLC located at 105 Bowery, New York, NY 10002. He participated in the day-to-day operations of the two Corporate Defendants 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 the above-mentioned two Corporate Defendants.
20. Upon information and belief, Defendant Guiyou Wang owns the stock of Hot Pot Flushing LLC and Hot Pot Manhattan 1 LLC, 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.

21. Upon information and belief, Defendant Peter Yang is the owner, officer, director, manager, shareholder, and/or agent of both Hot Pot Flushing LLC located at 136-59 37th Ave, FL1, Flushing, NY 11354, and Hot Pot Manhattan 1 LLC located at 105 Bowery, New York, NY 10002. He participated in the day-to-day operations of the two Corporate Defendants 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 the above-mentioned two Corporate Defendants.
22. Upon information and belief, Defendant Peter Yang owns the stock of Hot Pot Flushing LLC and Hot Pot Manhattan 1 LLC, 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.
23. Upon information and belief, Defendant “John” Zhang, (First Name Unknown) is the owner, officer, director, manager, shareholder, and/or agent of both Hot Pot Flushing LLC located at 136-59 37th Ave, FL1, Flushing, NY 11354, and Hot Pot Manhattan 1 LLC located at 105 Bowery, New York, NY 10002. He participated in the day-to-day operations of the two Corporate Defendants 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 the above-mentioned two Corporate Defendants.

24. Upon information and belief, Defendant “John” Zhang, (First Name Unknown) owns the stock of Hot Pot Flushing LLC and Hot Pot Manhattan 1 LLC, 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.
25. Upon information and belief, Defendant “Jane Doe” (Legal Name Unknown) a/k/a Vicky is the owner, officer, director, manager, shareholder, and/or agent of both Hot Pot Flushing LLC located at 136-59 37th Ave, FL1, Flushing, NY 11354, and Hot Pot Manhattan 1 LLC located at 105 Bowery, New York, NY 10002. He participated in the day-to-day operations of the two Corporate Defendants 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 the above-mentioned two Corporate Defendants.
26. Upon information and belief, Defendant “Jane Doe” (Legal Name Unknown) a/k/a Vicky owns the stock of Hot Pot Flushing LLC and Hot Pot Manhattan 1 LLC, 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.
27. Since their incorporation, Hot Pot Flushing LLC and Hot Pot Manhattan 1 LLC have operated as a single integrated enterprise under the control of Individual Defendants Michael Pui Leung Luk, Guiyou Wang, Peter Yang, “John” Zhang, (First Name Unknown) and “Jane Doe” (Legal Name Unknown) a/k/a Vicky:
 - (a) they are engaged in related activities and share the common business purpose of operating a chain of Mongolian style “huoguo” or hotpot;

- (b) Supplies and employees are interchangeable among the two Corporate Defendants, and are transferred between the Corporate Defendants on an as-needed basis;¹
 - (c) Defendants maintain centralized labor relations and implement the same employment policies and practices across Hot Pot Flushing LLC and Hot Pot Manhattan 1 LLC;
 - (d) Michael Pui Leung Luk frequently visited both of the Restaurants. Michael Pui Leung Luk maintains the authority to control all aspects of the employment and duties of employees at both Hot Pot Flushing LLC and Hot Pot Manhattan 1 LLC.
28. Little Sheep's focus on branding and uniformity of operations was reflected in the careful consistency of the physical appearance of Little Sheep Hotpot locations. *See* Exhibit II.
29. Upon information and belief, the registered "Mongolian Hot Pot" trademark, which features an image of sheep head, the words "LITTLE SHEEP" and Chinese characters "小肥羊" are on the branded storefronts of both Little Sheep locations.
30. At all times relevant herein, Hot Pot Flushing LLC and Hot Pot Manhattan 1 LLC were, and continues to be "enterprises engaged in commerce" within the meaning of FLSA.
31. At all relevant times, the work performed by Plaintiffs were directly essential to the businesses operated by Little Sheep.

¹ For instance, Defendants had a staff from Hot Pot Manhattan 1 LLC fill in Plaintiff He's position after she was terminated in March 2018 at Hot Pot Flushing LLC.

32. At all relevant times, Defendants knowingly and willfully failed to pay Plaintiffs their lawfully earned minimum wages, overtime compensation and spread-of-hour premiums, and failed to provide him a wage notice at the time of hiring and paystub upon each pay period in violation of the NYLL. Defendants also discharged Plaintiff Lei because of his advanced age.
33. Plaintiffs have fulfilled all conditions precedent to the institution of this action and/or conditions have been waived.

STATEMENT OF FACTS

34. Defendants committed the following alleged acts knowingly, intentionally and willfully.
35. 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 Plaintiffs and similarly situated employees and violate state and federal laws.

Plaintiff Jianbo Li

36. From December 26, 2017 to March 11, 2018, Plaintiff Yin was hired by Defendants to work as a kitchen helper for Defendants chained Chinese Hotpot Restaurant located at 136-59 37th Avenue, First Floor, Flushing, NY 11354.
37. Defendants did not compensate Plaintiff Li for minimum and overtime compensation according to state and federal laws.
38. Throughout his employment with Defendants, Plaintiff Li worked six days per week with Monday off. He worked from 11:45 a.m. to 10:00 p.m. every day from Tuesday to Thursday with a one-hour-and-forty-five-minute break per day either from 3:00

p.m. to 4:45 p.m. or from 3:15 p.m. to 5:00 p.m. Plaintiff Li worked from 11:45 a.m. to 10:30 p.m. on Friday with a one-hour-and-forty-five-minute break from 3:00 p.m. to 4:45 p.m. He worked from 11:45 a.m. to 10:30 p.m. on Saturday with a one-hour-and-a-half break from 3:00 p.m. to 4:30 p.m. He worked from 11:45 a.m. to 10:00 p.m. on Sunday with a one-and-a-half-hour break from 3:00 p.m. to 4:30 p.m. Plaintiff thus worked at least fifty-two hours and thirty minutes (52.5) hours per week during this period.

39. As indicated by the paystub, Defendants paid Plaintiff Li at a fixed daily rate at \$100.70, regardless of how many hours he actually worked from December 21, 2017 to January 17, 2018. Defendants paid Plaintiff at a fixed daily rate at \$120.83 from January 18, 2018 to March 11, 2018. Plaintiff Li was paid weekly in check throughout his employment with Defendants.
40. Plaintiff Li punched the clock during the first working month, but he had no chance to review the punching records, and did not continue to do so after January 18, 2018.

Plaintiff Xiaoyan He

41. From February 9, 2018 to March 11, 2018, Plaintiff He was hired by Defendants to work as a kitchen helper for Defendants chained Chinese Hotpot Restaurant located at 136-59 37th Avenue, First Floor, Flushing, NY 11354.
42. Defendants did not compensate Plaintiff He for minimum and overtime compensation according to state and federal laws.
43. Plaintiff worked six day a week with Monday off. She worked from 11:45 a.m. to 10:30 p.m. every working day from Sunday to Thursday. She worked from 11:45 a.m. to 11:00 p.m. per day on Friday and Saturday. Plaintiff took a one-hour-and-

fifteen-minute break from 3:30 p.m. to 4:45 p.m. every working day. Plaintiff thus worked at least fifty-eight hours (58) hours per week during this period.

44. Defendants paid Plaintiff a fixed weekly rate of \$650.00 from February 9, 2018 to February 21, 2018, regardless of how many hours she actually worked. Defendants paid Plaintiff a fixed weekly rate of \$675.00 from February 22, 2018 to March 11, 2018, regardless of how many hours she actually worked. The above-mentioned amount was paid in check weekly. In addition to the compensation in check, Defendants also paid her \$650.00 on average in cash every week from the tip pool participated by wait-staffs.
45. Defendants did not use any methods to keep track of the hours Plaintiff He worked throughout her employment period, including but not limited to punch-clock systems, sign-in and sign-out sheets.

Plaintiff Huanyi Lei

46. From February 5, 2018 to February 20, 2018, Plaintiff Lei was hired by Defendants to work as a cook for Defendants chained Chinese Hotpot Restaurant located at 136-59 37th Avenue, First Floor, Flushing, NY 11354.
47. Defendants did not compensate Plaintiff Lei for minimum and overtime compensation according to state and federal laws.
48. Plaintiff Lei worked six day a week with Wednesday off. He worked from 11:30 a.m. to 10:30 p.m. every working day from Monday to Thursday. He worked from 11:30 a.m. to 11:00 p.m. per day on Friday, Saturday and Sunday. Plaintiff took a one-hour break every working day. Plaintiff thus worked at least sixty-one hours and thirty minutes (61.5) per week during this period.

49. Defendants paid Plaintiff Lei a fixed weekly rate of \$1,125.00 from February 5, 2018 to February 20, 2018, regardless of how many hours he actually worked. The above-mentioned amount was paid in check weekly.
50. Defendants did not use any methods to keep track of the hours Plaintiff Lei worked throughout his employment period, including but not limited to punch-clock systems, sign-in and sign-out sheets.
51. Guiyou Wang and other managers of Defendants kept making discriminatory comments based on Plaintiff Lei's age in front of other employees without Plaintiff Lei's presence. For example, the individual defendant Wang told employees including Plaintiff He that Plaintiff Lei was too old to stay in the restaurant on February 8, 2018. The individual defendant Wang told employees including Plaintiff He that some of the kitchen staff were too old, and that he planned to replace some of them on February 9, 2018.
52. Plaintiff Lei was in good health condition while working for Defendants and was able to perform the job duty as well as other younger employees at kitchen.
53. Defendants fired Plaintiff Lei on February 20, 2018 solely because he was an aged employee.
54. Defendants failed to compensate Plaintiffs for overtime compensation according to state and federal laws.
55. Defendants did not provide Plaintiffs with a wage notice, at the time of his hiring, in English and in Mandarin (Plaintiff's primary language), of their rate of pay, employer's regular pay day, and such other information as required by NYLL §195(1).

56. Defendants also did not provide Plaintiffs with accurate statement of wages with each wage payment, as required by NYLL §195(3).
57. Defendants committed the following alleged acts knowingly, intentionally and willfully.
58. While employed by Defendants, Plaintiffs were not exempt under federal and state laws requiring employers to pay employees overtime.
59. Defendants did not provide Plaintiffs and other Class members with written notices about the terms and conditions of their employment upon hire in relation to their rate of pay, regular pay cycle and rate of overtime pay. These notices were similarly not provided upon Plaintiffs and other Class members' pay increase(s).
60. Defendants committed the foregoing acts against the Plaintiffs, the FLSA Collective and the NYLL Class.
61. Defendants knowingly and willfully operated their business with a policy of not paying either the FLSA minimum wage or the New York State minimum wage to Plaintiffs or other similarly situated employees.
62. Defendants knowingly and willfully operated their business with a policy of not paying Plaintiffs and other similarly situated employees either the FLSA overtime rate (of time and one-half), or the New York State overtime rate (of time and one-half), in violation of the FLSA and New York Labor Law and the supporting federal and New York State Department of Labor Regulations.
63. Defendants knowingly and willfully operated their business with a policy of unlawfully tip retention system and prevent Plaintiffs and other similarly situated employees from receiving their full amount of tips they were supposed to receive.

COLLECTIVE ACTION ALLEGATIONS

64. Plaintiffs bring this action individually and on behalf of all other and former non-exempt tipped employees who have been or were employed by the Defendants for up to the last three (3) years, through entry of judgment in this case (the “Collective Action Period”) and whom failed to receive minimum wages and overtime compensation for all hours worked in excess of forty (40) hours per week (the “Collective Action Members”) under the FLSA, and have been subject to the same common decision, policy, and plan to not provide required wage notices at the time of hiring, in contravention to federal and state labor laws.
65. 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, Plaintiff submits that this case should be certified as a collection action under the FLSA, 29 U.S.C. §216(b).
66. Plaintiffs 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.

67. 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.
68. 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.
69. 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 failed to pay the Collective Action Members the minimum wage in violation of the FLSA and the regulations promulgated thereunder;

- c. Whether the Defendants failed to pay the Collective Action Members overtime wages for all hours worked above forty (40) each workweek in violation of the FLSA and the regulation promulgated thereunder;
 - d. Whether the Defendants' violations of the FLSA are willful as that terms is used within the context of the FLSA; and,
 - e. 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.
70. Plaintiffs know of no difficulty that will be encountered in the management of this litigation that would preclude its maintenance as a collective action.
71. Plaintiffs and others similarly situated have been substantially damaged by Defendants' unlawful conduct.

CLASS ACTION ALLEGATIONS

72. Plaintiffs bring their NYLL claims pursuant to Federal Rules of Civil Procedure ("F. R. C. P.") Rule 23, on behalf of all non-exempt tipped employees employed by Defendants at Little Sheep Flushing Mongolian Hotpot on or after the date that is six years before the filing of the Complaint in this case as defined herein (the "Class Period").
73. All said persons, including Plaintiffs, are referred to herein as the "Class." The Class members are readily ascertainable. The number and identity of the Class members are determinable from the records of Defendants. The hours assigned and worked, the positions held, and the rate of pay for each Class Member is also determinable from Defendants' records. For purpose of notice and other purposes related to this

action, their names and addresses are readily available from Defendants. Notice can be provided by means permissible under said F.R.C.P 23.

74. The proposed Class is so numerous that joinder of all members is impracticable, and the disposition of their claims as a class will benefit the parties and the Court. Although the precise number of such persons is unknown, and the facts on which the calculation of the number is presently within the sole control of the Defendants, upon information and belief, there are more than forty (40) members of the class.
75. Plaintiffs' claims are typical of those claims which could be alleged by any member of the Class, and the relief sought is typical of the relief that would be sought by each member of the Class in separate actions. All the Class members were subject to the same corporate practices of Defendants, as alleged herein, of failing to pay minimum wage, overtime compensation, and "spread of hours" compensation. Defendants' corporation wide policies and practices, including but not limited to their failure to provide a wage notice at the time of hiring, affected all Class members similarly, and Defendants benefited from the same type of unfair and/ or wrongful acts as to each Class member. Plaintiff and other Class members sustained similar losses, injuries and damages arising from the same unlawful policies, practices and procedures.
76. Plaintiffs are able to fairly and adequately protect the interests of the Class and has no interests antagonistic to the Class. Plaintiffs are represented by attorneys who are experienced and competent in representing plaintiffs in both class action and wage and hour employment litigation cases.

77. A class action is superior to other available methods for the fair and efficient adjudication of the controversy, particularly in the context of wage and hour litigation where individual Class members lack the financial resources to vigorously prosecute corporate defendants. Class action treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of efforts and expenses that numerous individual actions engender. The losses, injuries, and damages suffered by each of the individual Class members are small in the sense pertinent to a class action analysis, thus the expenses and burden of individual litigation would make it extremely difficult or impossible for the individual Class members to redress the wrongs done to them. Further, important public interests will be served by addressing the matter as a class action. The adjudication of individual litigation claims would result in a great expenditure of Court and public resources; however, treating the claims as a class action would result in a significant saving of these costs. The prosecution of separate actions by individual members of the Class would create a risk of inconsistent and/or varying adjudications with respect to the individual members of the Class, establishing incompatible standards of conduct for Defendants and resulting in the impairment of class members' rights and the disposition of their interests through actions to which they were not parties. The issues in this action can be decided by means of common, class-wide proof. In addition, if appropriate, the Court can, and is empowered to, fashion methods to efficiently manage this action as a class action.

78. Upon information and belief, defendants and other employers throughout the state violate the New York Labor Law. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing claims because doing so can harm their employment, future employment, and future efforts to secure employment. Class actions provide class members who are not named in the complaint a degree of anonymity which allows for the vindication of their rights while eliminating or reducing these risks.
79. There are questions of law and fact common to the Class which predominate over any questions affecting only individual class members, including:
- a. Whether Defendants employed Plaintiffs and the Class within the meaning of the New York law;
 - b. Whether Defendants paid Plaintiffs and Class members the New York minimum wage for all hours worked;
 - c. Whether Plaintiffs and Class members were paid proper overtime compensation for all hours they worked over 40 under the New York Labor Law;
 - d. Whether the Defendants provided wage notices at the time of hiring and accurate paystubs at each pay period to Plaintiffs and class members as required by the NYLL;
 - e. At what common rate, or rates subject to common method of calculation were and are the Defendants required to pay the Class members for their work.

STATEMENT OF CLAIM

COUNT I

**[Violations of the Fair Labor Standards Act—Minimum Wage
Brought on behalf of the Plaintiffs and the FLSA Collective]**

80. Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though fully set forth herein.
81. 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 is covered within the meaning of FLSA, U.S.C. §§206(a) and 207(a).
82. At all relevant times, Defendants employed “employees” including Plaintiffs, within the meaning of FLSA.
83. Upon information and belief, at all relevant times, Defendants have had gross revenues in excess of \$500,000.
84. The FLSA provides that any employer engaged in commerce shall pay employees the applicable minimum wage. 29 U.S.C. § 206(a).
85. 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.
86. 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.
87. Defendants knowingly and willfully disregarded the provisions of the FLSA as evidenced by failing to compensate Plaintiffs and Collective Class Members at the statutory minimum wage when they knew or should have known such was due and

that failing to do so would financially injure Plaintiff and Collective Action members.

COUNT II
[Violation of New York Labor Law—Minimum Wage
Brought on behalf of Plaintiffs and Rule 23 Class]

88. Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though fully set forth herein.
89. At all relevant times, plaintiffs were employed by Defendants within the meaning of New York Labor Law §§2 and 651.
90. 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.
91. Defendants knowingly and willfully violated Plaintiffs' and Class Members' rights by failing to pay them minimum wages in the lawful amount for hours worked.

COUNT III
[Violations of the Fair Labor Standards Act—Overtime Wage
Brought on behalf of the Plaintiffs and the FLSA Collective]

92. Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though fully set forth herein.
93. 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).

94. 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).
95. Defendants' failure to pay Plaintiffs and the FLSA Collective their overtime pays violated the FLSA.
96. 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 Plaintiffs and Collective Action Members 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).
97. 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.
98. Defendants willfully failed to notify Plaintiffs and FLSA Collective of the requirements of the employment laws in order to facilitate their exploitation of Plaintiff's and FLSA Collectives' labor.
99. Defendants knowingly and willfully disregarded the provisions of the FLSA as evidenced by their failure to compensate Plaintiffs and Collective Class Members 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 Plaintiffs and Collective Action members.

COUNT IV
[Violation of New York Labor Law—Overtime Pay

Brought on behalf of Plaintiffs and the Rule 23 Class]

100. Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though fully set forth herein.
101. 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.
102. Defendants' failure to pay Plaintiffs and the Rule 23 Class their overtime pay violated the NYLL.
103. Defendants' failure to pay Plaintiffs and the Rule 23 Class was not in good faith.

COUNT V

**[Violation of New York Labor Law—Failure to Provide Wage
Notice at the Time of Hiring]**

104. Plaintiffs on behalf of themselves and all other similarly situated Collective Action Members and members of the Class repeat and re-allege each and every allegation of the preceding paragraphs hereof with the same force and effect as though fully set forth herein.
105. The Defendants failed to furnish to the Plaintiffs at the time of hiring a notice 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 in accordance with section one hundred ninety-one of this article; the name of the employer; any "doing business as" names used by the employer; the physical address of the employer's main office or principal place

of business, and a mailing address if different; the telephone number of the employer, and anything otherwise required by law; in violation of the NYLL, § 195(1).

106. Due to the Defendants' violation of the New York Labor Law, the Plaintiffs are entitled to recover from the Defendants liquidated damages of \$50.00 per workweek that the violation occurred, up to a maximum of \$5,000.00, reasonable attorney's fees, and costs and disbursements of the action, pursuant to the NYLL, § 198(1-b).
107. The Defendants failed to furnish with each wage payment a statement listing: 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; 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; gross wages; deductions; allowances, if any, claimed as part of the minimum wage; and net wages; in violation of the NYLL, § 195(3).
108. The Defendants' NYLL violations have caused the Plaintiffs irreparable harm for which there is no adequate remedy at law.

COUNT VI

[Violation of New York Labor Law—New York Pay Stub Requirement]

109. Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though fully set forth herein.
110. The NYLL and supporting regulations require employers to provide detailed paystub information to employees every payday. NYLL §195-1(d).
111. 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 pay stub on or after each Plaintiff's payday.

112. Due to Defendants' violations of New York Labor Law, Plaintiff is entitled to recover from Defendants, jointly and severally, \$500 for each workday of the violation, up to \$5,000 for Plaintiff for costs and attorneys' fees pursuant to New York Labor Law N.Y. Lab. Law §198(1-d).

COUNT VII

[Age Discrimination under the ADEA]

113. Plaintiff Lei repeats, reiterates and reasserts all allegations contained in paragraphs 43 through 50 of this Complaint as if fully set forth herein.

114. The Age Discrimination in Employment Act, as amended, 29 U.S.C. § 623(a)(1), provides that it shall be an unlawful employment practice for an employer:

to . . . discharge any individual or otherwise discriminate against any individual with respect to his compensation, terms, conditions, or privileges or employment, because of such individual's age.

115. Defendants engaged in an unlawful employment practice prohibited by 29 U.S.C. § 623(a)(1) by discriminating against and terminating Plaintiff Lei because of his advanced age.

116. As a direct and proximate result of Defendants' discriminatory conduct in violation of the ADEA, Plaintiff Lei has suffered and continues to suffer monetary and/or economic harm, including but not limited to, loss of past and future income, compensation and benefits, for which he is entitled to an award of monetary damages and other relief, including attorneys' fees and expenses with interest.

117. Defendants knowingly and willfully discriminated against Plaintiff Lei as described above and Plaintiff is entitled to all legal and equitable remedies including liquidated damages pursuant to all applicable codes and/or statutes including but not limited to 29 U.S.C. § 626(b).

COUNT VIII

[Age Discrimination under the NYSHRL]

118. Plaintiff Lei repeats, reiterates and reasserts all allegations contained in paragraphs 43 through 50 of this Complaint as if fully set forth herein.
119. The NYSHRL, New York Executive Law § 296(1)(a), provides that it shall be an unlawful discriminatory practice:

For an employer[,] . . . because of an individual's age[,] to discharge from employment such individual or to discriminate against such individual in . . . terms, conditions or privileges of employment.

120. Defendants engaged in an unlawful discriminatory practice in violation of the NYSHRL by discriminating against and terminating Plaintiff Lei because of his age.
121. As a direct and proximate result of Defendants' discriminatory conduct in violation of the NYSHRL, Plaintiff Lei has suffered and continues to suffer monetary and/or economic harm, including but not limited to, loss of past and future income, compensation and benefits, for which he is entitled to an award of monetary damages and other relief, including attorneys' fees and expenses with interest.
122. As a direct and proximate result of Defendants' discriminatory conduct in violation of the NYSHRL, Plaintiff Lei has suffered and continues to suffer severe mental anguish and emotional distress, including but not limited to stress, anxiety,

emotional pain and suffering, and humiliation, for which he is entitled to an award of compensatory and monetary damages and other relief.

123. Defendants knowingly and willfully discriminated against Plaintiff Lei as described above and Plaintiff is entitled to all legal and equitable remedies pursuant to all applicable codes and/or statutes.

COUNT IX

[Age Discrimination under the NYCHRL]

124. Plaintiff Lei repeats, reiterates and reasserts all allegations contained in paragraphs 43 through 50 of this Complaint as if fully set forth herein.
125. The NYCHRL, New York City Administrative Law § 8-107(1)(a), provides that it shall be an unlawful discriminatory practice:

For an employer or an employee or agent thereof . . . because of the . . . actual or perceived age . . . of any person . . . to discharge from employment such person or to discriminate against such person in compensation or in terms, conditions or privileges of employment.

126. Defendants engaged in an unlawful discriminatory practice in violation of the NYCHRL by discriminating against and terminating Plaintiff Lei because of his age.
127. As a direct and proximate result of Defendants' discriminatory conduct in violation of the NYCHRL, Plaintiff Lei has suffered and continues to suffer monetary and/or economic harm, including but not limited to, loss of past and future income, compensation and benefits, for which he is entitled to an award of monetary damages and other relief, including attorneys' fees and expenses with interest.
128. As a direct and proximate result of Defendants' discriminatory conduct in violation of the NYCHRL, Plaintiff Lei has suffered and continues to suffer severe mental

anguish and emotional distress, including but not limited to stress, anxiety, emotional pain and suff

129. ering, and humiliation, for which he is entitled to an award of compensatory and monetary damages and other relief.
130. Defendants knowingly and willfully discriminated against Plaintiff Lei as described above and Plaintiff Lei is entitled to all legal and equitable remedies, including punitive and/or exemplary damages and/or liquidated damages pursuant to all applicable codes and/or statutes including but not limited to New York City Administrative Law § 8-502.

Prayer for Relief

WHEREFORE, Plaintiffs, on behalf of themselves, the FLSA collective and Rule 23 class, respectfully request that this court enter a judgment providing the following relief:

- a) Authorizing plaintiffs at the earliest possible time to give notice of this collective action, or that the court issue such notice, to all persons who are presently, or have been employed by defendants as non-exempt tipped employees. Such notice shall inform them that the civil notice has been filed, of the nature of the action, of their right to join this lawsuit if they believe they were denied proper hourly compensation and premium overtime wages;
- b) Certification of this case as a class action pursuant to rule 23 of the federal rules of civil procedure;
- c) Designation of Plaintiffs as representatives of the Rule 23 Class, and counsel of record as Class counsel;
- d) Certification of this case as a collective action pursuant to FLSA;

- e) Issuance of notice pursuant to 29 U.S.C. § 216(b) to all similarly situated members of the FLSA opt-in class, apprising them of the pendency of this action, and permitting them to assert timely FLSA claims and state claims in this action by filing individual Consent to Sue forms pursuant to 29 U.S.C. § 216(b), and appointing Plaintiffs and their counsel to represent the Collective Action Members;
- f) A declaratory judgment that the practices complained of herein are unlawful under FLSA and New York Labor Law;
- g) An injunction against Hot Pot Flushing LLC, Hot Pot Manhattan 1 LLC and their 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;
- h) An award of unpaid wages and minimum wages due Plaintiffs and the Collective Action members under the FLSA and New York Labor Law, plus compensatory and one hundred percent liquidated damages after September 2011 under NY Wage Theft Prevention Act, and interest;
- i) An award of unpaid overtime wages due under FLSA and New York Labor Law;
- j) An award of damages for Defendants' failure to provide wage notice at the time of hiring and accurate paystubs at each pay period as required under the New York Labor Law;
- k) An award of liquidated and/or punitive damages as a result of Defendants' knowing and willful failure to pay wages, minimum wages and overtime compensation pursuant to 29 U.S.C. §216;

- l) an award of monetary damages and other relief, including attorneys' fees, expenses with interest, and liquidated damages pursuant to 29 U.S.C. § 623, New York Executive Law § 296(1)(a), and New York City Administrative Law § 8-107(1)(a);
- m) 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;
- n) The cost and disbursements of this action;
- o) An award of prejudgment and post-judgment fees;
- p) 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
- q) Such other and further legal and equitable relief as this Court deems necessary, just, and proper.

Dated: Flushing, New York March 22, 2018

HANG & ASSOCIATES, PLLC.

/S/RUI MA

Rui Ma, Esq.
136-20 38th Ave., Suite 10G
Flushing, New York 11354
Tel: 718.353.8588
rma@hanglaw.com
Attorneys for Plaintiffs

EXHIBIT I

**CONSENT TO SUE UNDER
FEDERAL FAIR LABOR STANDARDS ACT**

I am an employee currently or formerly employed by Little Sheep Flushing LLC and/or related entities. 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.

Jian Bo Li
Full Legal Name (Print)

Jian Bo Li
Signature

2018.3.12.
Date

**CONSENT TO SUE UNDER
FEDERAL FAIR LABOR STANDARDS ACT**

I am an employee currently or formerly employed by Little Sheep Flushing LLC and/or related entities. 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.

Xiaoyan He

Full Legal Name (Print)

Xiaoyan He

Signature

03/12/2018

Date

**CONSENT TO SUE UNDER
FEDERAL FAIR LABOR STANDARDS ACT**

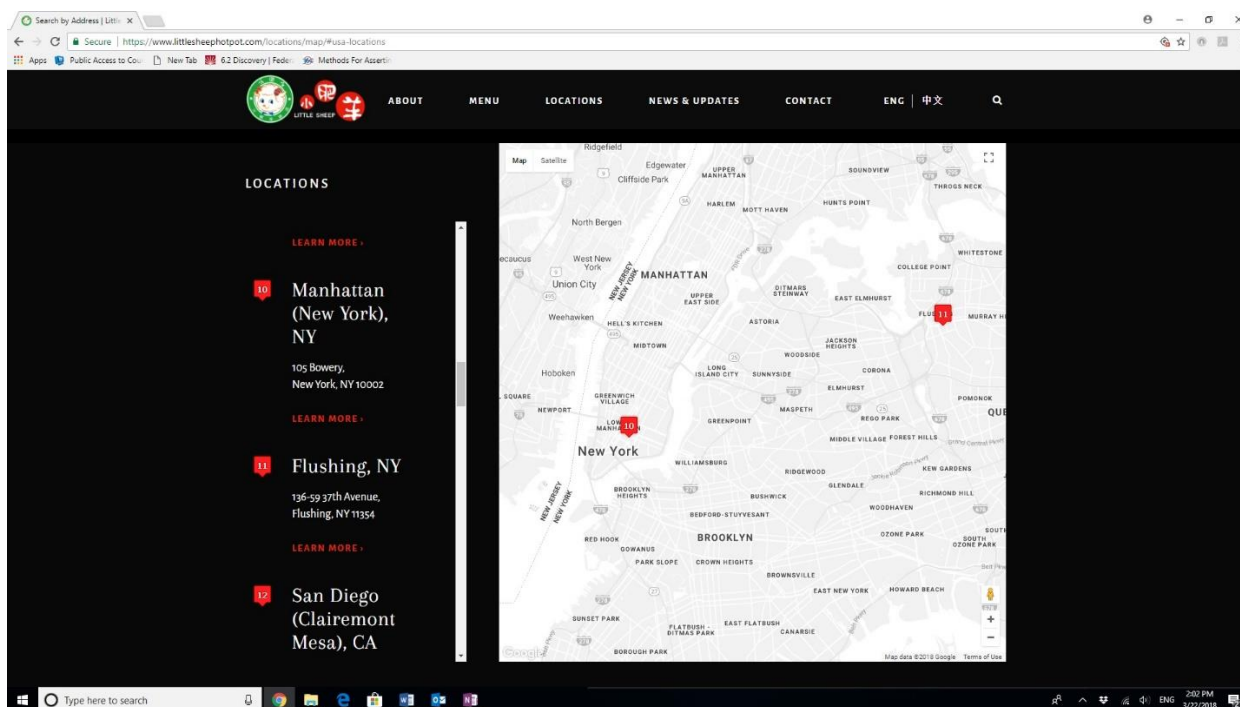
I am an employee currently or formerly employed by Little Sheep Flushing LLC and/or related entities. I consent to be a plaintiff in an action to collect unpaid wages. I agree that I am bound by the terms of the Contingent Fee Retainer signed by the named plaintiff in this case.

LEI HUANYI
Full Legal Name (Print)

LEI HUANYI
Signature

LEI 3.16.2018
Date

EXHIBIT II





AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

Jianbo Li, Xiaoyan He, and Huanyi Lei, individually
and on behalf of all other employees similarly
situated,

Plaintiff(s)

v.

Hot Pot Flushing LLC, Hot Pot Manhattan 1 LLC,
Michael Pui Leung Luk, Guiyou Wang, Peter Yang, "
John" Zhang, (First Name Unknwon), "Jane Doe"
(Legal Name Unknown) a/k/a Vicky

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Hot Pot Flushing LLC, d/b/a Little Sheep Mongolian Hot Pot, or Little Sheep; Michael
Pui Leung Luk; Guiyou Wang; and "Jane Doe" (Legal Name Unknwon) a/k/a Vicky
136-59 37th Ave. FL 1, Flushing, NY 11354

Hot Pot Manhattan 1 LLC, d/b/a Little Sheep Mongolian Hot Pot, or Little Sheep;
Peter Yang; and "John" Zhang (First Name Unknwon)
105 Bowery, New York, NY 10002

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you
are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ.
P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of
the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney,
whose name and address are:

Rui Ma, Esq.
Hang & Associates, PLLC
136-20 38th Ave., Suite 10G
Flushing, NY 11354
718-353-8588

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint.
You also must file your answer or motion with the court.

DOUGLAS C. PALMER
CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

Print

Save As...

Reset

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Jianbo Li, Xiaoyan He, and Huanyi Lei

(b) County of Residence of First Listed Plaintiff Queens (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) HANG & ASSOCIATES, PLLC 136-20 38th Ave., Suite 10G Flushing, NY 11354 (718)-353-8588

DEFENDANTS

Hot Pot Flushing LLC, Hot Pot Manhattan 1 LLC, Michael Pui Leung Luk, Guiyou Wang, Peter Yang, "John" Zhang (First Name Unknown), "Jane Doe" (Legal Name Unknown) a/k/a Vicky

County of Residence of First Listed Defendant Queens (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation.

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Large table with categories: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, LABOR, IMMIGRATION, FORFEITURE/PENALTY, SOCIAL SECURITY, BANKRUPTCY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District (specify), 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): FLSA 29 USC 216(b)

Brief description of cause: UNPAID WAGES FOR OVERTIME OF WORK

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$

CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE DOCKET NUMBER

DATE 03/22/2018 SIGNATURE OF ATTORNEY OF RECORD s/ Rui Ma

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

CERTIFICATION OF ARBITRATION ELIGIBILITY

Local Arbitration Rule 83.10 provides that with certain exceptions, actions seeking money damages only in an amount not in excess of \$150,000, exclusive of interest and costs, are eligible for compulsory arbitration. The amount of damages is presumed to be below the threshold amount unless a certification to the contrary is filed.

I, Rui Ma, counsel for Plaintiffs, do hereby certify that the above captioned civil action is ineligible for compulsory arbitration for the following reason(s):

- monetary damages sought are in excess of \$150,000, exclusive of interest and costs,
- the complaint seeks injunctive relief,
- the matter is otherwise ineligible for the following reason

DISCLOSURE STATEMENT - FEDERAL RULES CIVIL PROCEDURE 7.1

Identify any parent corporation and any publicly held corporation that owns 10% or more of its stocks:

N/A

RELATED CASE STATEMENT (Section VIII on the Front of this Form)

Please list all cases that are arguably related pursuant to Division of Business Rule 50.3.1 in Section VIII on the front of this form. Rule 50.3.1 (a) provides that "A civil case is "related" to another civil case for purposes of this guideline when, because of the similarity of facts and legal issues or because the cases arise from the same transactions or events, a substantial saving of judicial resources is likely to result from assigning both cases to the same judge and magistrate judge." Rule 50.3.1 (b) provides that " A civil case shall not be deemed "related" to another civil case merely because the civil case: (A) involves identical legal issues, or (B) involves the same parties." Rule 50.3.1 (c) further provides that "Presumptively, and subject to the power of a judge to determine otherwise pursuant to paragraph (d), civil cases shall not be deemed to be "related" unless both cases are still pending before the court."

NY-E DIVISION OF BUSINESS RULE 50.1(d)(2)

- 1.) Is the civil action being filed in the Eastern District removed from a New York State Court located in Nassau or Suffolk County? Yes No
- 2.) If you answered "no" above:
 - a) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in Nassau or Suffolk County? Yes No
 - b) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in the Eastern District? Yes No
 - c) If this is a Fair Debt Collection Practice Act case, specify the County in which the offending communication was received:

If your answer to question 2 (b) is "No," does the defendant (or a majority of the defendants, if there is more than one) reside in Nassau or Suffolk County, or, in an interpleader action, does the claimant (or a majority of the claimants, if there is more than one) reside in Nassau or Suffolk County? Yes No

(Note: A corporation shall be considered a resident of the County in which it has the most significant contacts).

BAR ADMISSION

I am currently admitted in the Eastern District of New York and currently a member in good standing of the bar of this court.

Yes No

Are you currently the subject of any disciplinary action (s) in this or any other state or federal court?

Yes (If yes, please explain) No

I certify the accuracy of all information provided above.

Signature: _____

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ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Little Sheep Mongolian Hot Pot Slammed with Wage and Hour Lawsuit](#)
