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

10 Artemis Roussodimou, *on behalf of herself*)
11 *and others similarly situated,*)

Civil Case No.:

12 *Plaintiff,*)

FLSA COLLECTIVE ACTION

13 -v-

COMPLAINT

14 Assos, Inc. d/b/a Aegean Cafe, Stavros)
15 Kokkosis a/k/a "Steve", and Themis)
16 Konstantatos a/k/a "Timmy", *jointly and*)
17 *severally,*)
18 *Defendants.*)

19 **NATURE OF THE ACTION**

20 1. Plaintiff Artemis Roussodimou, ("Plaintiff"), on behalf of herself and others
21 similarly situated, brings this action under the Fair Labor Standards Act ("FLSA"), 29 U.S.C.
22 §§ 201 *et. seq.* in order to remedy Defendants' wrongful withholding of Plaintiff's lawfully
23 earned wages overtime compensation, and misappropriated tips. Plaintiff also brings these
24 claims under New York Labor Law ("NYLL"), Article 6, §§ 190 *et seq.*, and Article 19 §§ 650
25 *et seq.* as well as the supporting New York State Department of Labor Regulations for
26 violations of minimum wages, overtime wages, misappropriation of tips, spread-of-hours pay,
27 and notice and record-keeping violations.
28

SUMMARY

1
2 2. Plaintiff was employed by Defendants, Assos, Inc. d/b/a/ Aegean Cafe, Stavros
3 Kokkosis, also known as Steve, and Themis Konstantatos also known as Timmy
4 ("Defendants"), as a waitress for a period of approximately fifteen (15) years starting in
5 January 2001 and ending in September 30, 2016.

6
7 3. Plaintiff consistently worked for Defendants more than forty (40) hours per
8 week.

9 4. However, Defendants paid the Plaintiff below minimum wage for each hour
10 worked and failed to pay her overtime premium and spread-of-hours pay.

11 5. Defendant Stavros Kokkosis also misappropriated Plaintiff's tips by retaining a
12 portion of the tips for himself.

13
14 6. Defendants engaged in their unlawful conduct pursuant to a corporate policy of
15 minimizing labor costs and denying employees lawful compensation by knowingly violating
16 the FLSA and NYLL.

17
18 7. As a result of Defendants' actions, Plaintiff has suffered great hardship and
19 damages.

20 8. Defendants' conduct extended beyond the Plaintiff to all other similarly situated
21 employees. Plaintiff seeks certification of this action as a collective action on behalf of herself
22 individually and those other similarly situated employees and former employees of Defendants
23 pursuant to 29 U.S.C. § 216(b).

24
25 **JURISDICTION AND VENUE**

26 **Federal Question Jurisdiction and Supplemental Jurisdiction**

27 9. This Court has original subject matter jurisdiction over this action under 28
28

1 U.S.C. § 1331 because the civil action herein arises under the laws of the United States,
2 namely, the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.* Additionally, this Court also
3 has supplemental jurisdiction over Plaintiff's state law claims under 28 U.S.C. §1367(a).

4 **Personal Jurisdiction**

5 10. This Court may properly maintain personal jurisdiction over Defendants under
6 Rule 4 of the Federal Rules of Civil Procedure because Defendants' contacts with this state and
7 this judicial district are sufficient for exercise of jurisdiction over Defendants so as to comply
8 with traditional notions of fair play and substantial justice.
9

10 **Venue**

11 11. Venue is proper in the Eastern District of New York under 28 U.S.C. §§ 1391
12 (b) (1) and (2) because Defendants reside and conduct business in this judicial district and
13 because a substantial part of the acts or omissions giving rise to the claims set forth herein
14 occurred in this judicial district.
15

16 **THE PARTIES**
17 **Plaintiff**

18 **Artemis Roussodimou**

19 12. Plaintiff Artemis Roussodimou ("Plaintiff") is an adult individual residing in the
20 state of New York, County of Suffolk.

21 13. Plaintiff is a covered employee within the meaning of the FLSA, 29 U.S.C. §
22 203(e) and the NYLL § 190.

23 14. Plaintiff was employed at the Aegean Cafe, located at 35 Main St.
24 Sayville, NY 11782.

25 15. Plaintiff worked for the Defendants for fifteen (15) years until her termination
26 on September 30, 2016.
27
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1 16. Plaintiff was employed by the Defendants as a waitress since January 2001.

2 17. Plaintiff regularly handled goods in interstate commerce during her
3 employment, such as food and drinks made from ingredients that were imported from outside
4 the State of New York.

5 18. During her employment with the Defendants, Plaintiff worked five (5) days per
6 week. Plaintiff worked from 11 am to 10pm on Monday, Tuesday, Friday, and Saturday, and
7 worked from 12pm to 8pm on Sundays. Plaintiff's hours worked averaged approximately fifty-
8 two (52) hours per week.

9 19. Plaintiff received her pay in cash at all times.

10 20. Plaintiff's pay, as determined by Defendants, was Three Dollars (\$3) per hour
11 up to February 2016. From February 2016 onwards, the Defendants increased her pay to Three
12 and 84/100 Dollars (\$3.84). From 2013 to 2015, she was also paid an amount of \$50 every
13 other Sunday for the extra work done by her. From September 2015, she was paid \$70 every
14 other Sunday.
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16
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18 21. Plaintiff also received cash and credit card tips while employed by the
19 Defendants. However, Defendant Stavros Kokkosis misappropriated her tips by taking away a
20 significant portion from all the credit card tips received by her.

21 22. As a result of Defendants' misappropriation of Plaintiff's tips, Defendants were
22 not entitled to take a tip credit against her wages.

23 23. Moreover, Plaintiff never agreed to nor was she provided any information or
24 notice by the Defendants of their intention to use a tip credit against her wages.

25 24. On multiple occasions, Plaintiff formally complained to Defendant Stavros
26 Kokkosis regarding Defendants' unlawful practices concerning her tips and pay, however, she
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28

1 was still not compensated properly.

2 25. Defendants paid Plaintiff below minimum wage at all times for each hour
3 worked.

4 26. Defendants repeatedly suffered or permitted Plaintiff to work over Forty (40)
5 hours per week without paying her the appropriate premium overtime pay of one and one half
6 times the statutory minimum hourly rate.

7 27. Defendants have failed to pay Plaintiff spread-of-hours compensation of one
8 hour's pay at the basic minimum hourly wage rate for each day during which Plaintiff's shift
9 extended for more than ten (10) hours.

10 28. Throughout Plaintiff's employment with Defendants, Defendants did not utilize
11 a time clock system or any other system in which to accurately keep track of Plaintiff's hours
12 of work.

13 29. Plaintiff was not provided with a notice containing the rate and basis of her pay;
14 the designated pay date; and the employer's name, address and telephone number at the time of
15 hiring or at any point thereafter.

16 30. Plaintiff was never provided with wage statements or other records detailing
17 dates worked, money received and the employer's details at any point during the time of her
18 employment with Defendants.

19 31. Upon information and belief, while Defendants employed Plaintiff, they failed
20 to post notices explaining the minimum wage rights of employees under the FLSA and NYLL
21 and failed to inform Plaintiff of such rights.

22 32. Throughout the duration of her employment, Plaintiff did not have any
23 supervisory authority over any of Defendants' employees, nor did she exercise discretion or
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1 independent judgment with respect to matters of significance.

2 33. Plaintiff consented in writing to be a party to the FLSA claims in this action,
3 pursuant to 29 U.S.C. § 216(b).

4 34. Plaintiff has personal knowledge of other employees of Defendants who are
5 similarly situated and who also worked hours for which they were not paid minimum and
6 overtime wages.
7

8 **Defendants**

9 35. At all relevant times, Individual and Corporate Defendants were joint employers
10 of Plaintiff, acted in the interest of each other with respect to Plaintiff's and other employees'
11 remuneration, and had common policies and practices as to wages and hours, pursuant to 29
12 C.F.R. § 791.2. Factors indicating joint employment include:
13

- 14 a. Defendants all suffered or permitted Plaintiff to work.
15 b. Each of the Defendants acted directly or indirectly in the interest of one another
16 in relation to Plaintiff and similarly situated employees.
17 c. Defendants each have an economic interest in the location in which Plaintiff and
18 similarly situated employees worked.
19 d. Defendants all simultaneously benefitted from Plaintiff's work.
20 e. Defendants each had either functional and/or formal control over the terms and
21 conditions of work of Plaintiff and similarly situated employees.
22 f. Plaintiff and similarly situated employees performed work integral to the
23 Corporate Defendant's operation.
24
25

26 36. In the alternative, all Defendants functioned together as a single integrated
27 employer of Plaintiff within the meaning of the FLSA and NYLL.
28

Corporate Defendants

Assos, Inc. d/b/a Aegean Cafe

37. Aegean Cafe is the trade name of Assos, Inc., a domestic corporation organized and existing under the laws of the State of New York with a principal place of business located at 35 Main Street, Sayville, NY 11782.

38. Assos, Inc. is a New York corporation and owns and operates the restaurant "Aegean Cafe", located at 35 Main Street, Sayville, NY 11782.

39. Aegean Cafe is open Seven (7) days per week. It is open Monday-Saturday from 11 am to 10 pm and on Sundays it is open from 12 pm to 10 pm, according to their website: <http://www.sayvilleaegeancafe.com/html/location.html>. It employs full-time a number of staff including cooks, waiters, waitresses, and bussers.

40. At all relevant times, Aegean Cafe was a covered employer within the meaning of the FLSA, 29 U.S.C. § 203(d) and the NYLL § 190.

41. At all relevant times, Aegean Cafe maintained control, oversight, and direction over the Plaintiff, including timekeeping, payroll, and other employment practices that applied to her.

42. At all relevant times, Aegean Cafe was "an enterprise engaged in commerce" within the meaning of the FLSA, 29 U.S.C. § 203(s)(1)(A) because its employees were handling food made from ingredients imported from out of state and distributed in New York. In addition, Aegean Cafe conducted business with vendors and other businesses outside the State of New York and engaged in credit card transactions involving banks and other institutions outside the State of New York.

43. Upon information and belief, at all relevant times, Aegean Cafe's annual gross

1 volume of sales made, or business done, was not less than \$500,000.00, exclusive of separate
2 retail excise taxes, within the meaning of the FLSA, 29 U.S.C. § 203(s)(1)(a)(ii).

3 **Individual Defendants**

4 **Stavros Kokkosis a/k/a "Steve"**

5 44. Upon information and belief, at all relevant times, Stavros Kokkosis, also known
6 as "Steve" ("Kokkosis") was, at the time of Plaintiff's employment owner, principal, authorized
7 operator, manager, shareholder and/or agent of Corporate Defendant.
8

9 45. At all relevant times throughout Plaintiff's employment, Kokkosis had the
10 discretionary power to create and enforce personnel decisions on behalf of the Corporate
11 Defendant, including but not limited to: hiring and terminating employees; setting and
12 authorizing issuance of wages; maintaining employee records; setting Plaintiff's schedule;
13 instructing and supervising Plaintiff; and otherwise controlling the terms and conditions for the
14 Plaintiff while she was employed by Defendants.
15

16 46. At all relevant times throughout Plaintiff's employment, Kokkosis was actively
17 involved in the day-to-day operations of Corporate Defendant and was in charge of its
18 finances.
19

20 47. At all relevant times throughout Plaintiff's employment, Kokkosis was a
21 "covered employer" within the meaning of the FLSA and the NYLL, and employed or jointly
22 employed Plaintiff, and is personally liable for the unpaid wages sought herein, pursuant to 29
23 U.S.C. § 203(d).
24

25 **Themis Konstantatos a/k/a "Timmy"**

26 48. Upon information and belief, at all relevant times, Themis Konstantatos also
27 known as Timmy ("Themis") was, at the time of Plaintiff's employment owner, principal,
28

1 authorized operator, manager, shareholder and/or agent of Corporate Defendant.

2 49. At all relevant times throughout Plaintiff's employment, Themis had the
3 discretionary power to create and enforce personnel decisions on behalf of the Corporate
4 Defendant, including but not limited to: hiring and terminating employees; setting and
5 authorizing issuance of wages; maintaining employee records; setting Plaintiff's schedule;
6 instructing and supervising Plaintiff; and otherwise controlling the terms and conditions for the
7 Plaintiff while she was employed by Defendants.
8

9 50. At all relevant times throughout Plaintiff's employment, Themis was actively
10 involved in the day-to-day operations of the Corporate Defendant and was in charge of its
11 finances.
12

13 51. At all relevant times throughout Plaintiff's employment, Themis was a "covered
14 employer" within the meaning of the FLSA and the NYLL, and employed or jointly employed
15 Plaintiff, and is personally liable for the unpaid wages sought herein, pursuant to 29 U.S.C. §
16 203(d).
17

18 **COLLECTIVE ACTION ALLEGATIONS**

19 52. Pursuant to 29 U.S.C. §§ 203, 206, 207, and 216(b), Plaintiff brings her First,
20 Second, and Third causes of action as a collective action under the FLSA on behalf of herself
21 and the following collective:

22 All persons employed by Defendants at any time since November 29
23 2013, and through the entry of judgment in this case (the "Collective
24 Action Period") who worked as cooks, waiters, runners, bussers,
25 cashiers, hostesses and other non-management employees (the
26 "Collective Action Members").
27
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1 53. A collective action is appropriate in these circumstances because Plaintiff and
2 the Collective Action Members are similarly situated, in that they were all subject to
3 Defendants' illegal policies of failing to pay minimum wage for all hours worked and overtime
4 premiums for work performed in excess of forty (40) hours each week. In addition, Plaintiff
5 and the collective action members were all victims of Defendant Kokkosis' policy of
6 misappropriating employees' tips.
7

8 54. Plaintiff and the Collective Action Members have substantially similar job
9 duties and are paid pursuant to a similar, if not the same, payment structure.

10 55. The claims of the Plaintiff stated herein are similar to those of the other
11 employees.
12

13 **FIRST CAUSE OF ACTION**

14 **Fair Labor Standards Act – Minimum Wages**

15 56. Plaintiff and the Collective Action Members reallege and incorporate by
16 reference the allegations made in all preceding paragraphs as if fully set forth herein.
17

18 57. At all relevant times, Plaintiff and the Collective Action Members were
19 employees and employed by Defendants within the meaning of the FLSA, 29 U.S.C. § 203(d),
20 (e)(1), and (g).

21 58. At all times relevant, Defendants have been employers of Plaintiff and the
22 Collective Action Members, and were engaged in commerce and/or the production of goods for
23 commerce within the meaning of 29 U.S.C. §§ 203 (s)(1) and 206 (a).
24

25 59. Defendants were required to pay directly to Plaintiff and the Collective Action
26 Members, the applicable federal minimum wage rate for all hours worked pursuant to 29 U.S.C.
27 § 206.
28

1 60. Defendants failed to pay Plaintiff and the Collective Action Members, their
2 earned minimum wages for all hours worked to which they were entitled to under the FLSA.

3 61. As a result of Defendants' violations of the FLSA, Plaintiff and the Collective
4 Action Members have suffered damages by being denied minimum wages in accordance with
5 the FLSA in amounts to be determined at trial, and are entitled to recovery of such amounts, in
6 addition to misappropriated gratuities, liquidated damages, reasonable attorneys' fees, costs, and
7 other compensation pursuant to 29 U.S.C. § 216 (b).
8

9 62. Defendants' unlawful conduct, as described in this Complaint, has been willful
10 and intentional. Defendants were aware, or should have been aware, that the practices described
11 in this Complaint were unlawful.
12

13 63. Defendants have not made a good faith effort to comply with the FLSA with
14 respect to the compensation of the Plaintiff and the Collective Action Members.
15

16 64. Defendants failed to post or keep posted conspicuous notices of Plaintiff's rights
17 as required by the U.S. Department of Labor pursuant to 29 C.F.R. § 516.4, further evincing
18 Defendants' lack of good faith.

19 65. Because Defendants' violations of the FLSA have been willful, a three-year
20 statute of limitations applies pursuant to 29 U.S.C. § 255(a).
21

22 **SECOND CAUSE OF ACTION**

23 **Fair Labor Standards Act – Unpaid Overtime Wages**

24 66. Plaintiff and the Collective Action Members reallege and incorporate by
25 reference the allegations made in all preceding paragraphs as if fully set forth herein.
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1 67. The overtime wage provisions set forth in the FLSA, 29 U.S.C. § 207 (a)(1) and
2 the supporting federal regulations, apply to Defendants and protect Plaintiff and the Collective
3 Action Members.

4 68. Defendants have failed to pay Plaintiff and the Collective Action Members
5 overtime wages at a rate of one and one-half times the regular rate at which they were employed
6 for but under no instance less than one and one-half times the statutory minimum wage for all of
7 the hours that they worked in excess of forty (40) hours per workweek.

9 69. As a result of Defendants' violations of the FLSA, Plaintiff and the Collective
10 Action Members have been deprived of overtime compensation and other wages in amounts to
11 be determined at trial, and are entitled to recovery of such amounts, liquidated damages,
12 attorneys' fees, costs, and other compensation pursuant to 29 U.S.C. § 216 (b).

14 THIRD CAUSE OF ACTION

15 **Fair Labor Standards Act – Misappropriation of Tips**

16 70. Plaintiff and the Collective Action Members reallege and incorporate by
17 reference all allegations in all preceding paragraphs.

19 71. The wage payment provisions of the FLSA, 29 U.S.C. § 203(m) and the
20 supporting federal regulations 29 C.F.R. §§ 531.50 *et seq.* apply to Defendants, and protect the
21 Plaintiff and the Collective Action Members.

22 72. Defendant Stavros Kokkosis illegally misappropriated the Plaintiff's tips by
23 retaining a significant portion of credit card tips received by her.

25 73. As a result of Defendants' continuous and willfull violations of the FLSA, 29
26 U.S.C. § 203(m) and the supporting federal regulations 29 C.F.R. §§ 531.50 *et seq.*, Plaintiff
27 and the Collective Action Members are entitled to damages for the value of the misappropriated
28

1 gratuities, as well as liquidated damages as provided for by the 29 U.S.C. § 216(b), including
2 reasonable attorneys' fees, and costs.

3 **FOURTH CAUSE OF ACTION**

4 **New York Labor Law – Minimum Wage**

5 74. Plaintiff realleges and incorporates by reference all allegations in all preceding
6 paragraphs.
7

8 75. Defendants have engaged in a widespread pattern, policy, and practice of
9 violating the NYLL, as detailed in this Complaint.

10 76. At all relevant times referenced herein, Plaintiff has been an employee of
11 Defendants, and Defendants have been employers of Plaintiff within the meaning of the NYLL
12 §§ 190, 651 (5), 652, and the supporting New York State Department of Labor Regulations.

13 77. The minimum wage provisions of Article 19 of the NYLL and the supporting
14 New York State Department of Labor Regulations apply to Defendants, and protect Plaintiff.
15

16 78. From 2010 to December 30, 2013, the minimum hourly wage in the State of New
17 York was \$7.25, from December 31, 2013 to December 30, 2014, the minimum hourly wage
18 was \$8.00, from December 31, 2014, to December 30, 2015, the minimum hourly wage was
19 \$8.75, and from December 31, 2015 onwards, the minimum hourly wage in the State of New
20 York is \$9.00 pursuant to NYLL § 652 and the New York State Department of Labor
21 Regulations, 12 N.Y.C.R.R. Part 146-1.2.
22

23 79. Defendants were required to pay Plaintiff no less than the applicable statutory
24 minimum wage for all hours worked under the NYLL § 652 and the supporting New York State
25 Department of Labor regulations, 12 N.Y.C.R.R. Part 146-1.2.
26
27
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1 80. Through their knowing and intentional failure to pay minimum hourly wages to
2 Plaintiff, Defendants have violated the NYLL Article 19, §§ 650 *et seq.*, and 12 N.Y.C.R.R.
3 Part 146-1.2.

4 81. Defendants did not even pay Plaintiff at the lower tip-credited rate frequently
5 claimed for food service employees. Instead, they paid her \$3.00 from January 2001 to February
6 2016, and \$3.84 from February 2016 to September 2016.

7 82. Defendants also failed to post conspicuous notices of the Plaintiff's rights under
8 the law, as required by the NYLL § 661 and the New York State Department of Labor
9 Regulations, 12 N.Y.C.R.R. Part 146-2.4, further evincing Defendants' lack of good faith.
10

11 83. Defendants' failure to pay Plaintiff the minimum wage was willful within the
12 meaning of NYLL § 663.
13

14 84. Due to Defendants' violations of the NYLL, Plaintiff is entitled to recover from
15 Defendants her unpaid minimum wages, liquidated damages as provided for by the NYLL,
16 reasonable attorneys' fees, costs, and pre-judgment and post-judgment interest, pursuant to
17 NYLL § 198 (1-a).
18

19 **FIFTH CAUSE OF ACTION**

20 **New York Labor Law – Unpaid Overtime Wages**

21 85. Plaintiff realleges and incorporates by reference all allegations in all preceding
22 paragraphs.
23

24 86. The overtime wage provisions as set forth in NYLL §§ 190 *et seq.* and the
25 supporting New York State Department of Labor Regulations apply to Defendants and protect
26 Plaintiff.
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1 87. Defendants have failed to pay Plaintiff proper overtime which she was entitled to
2 at a wage rate of one and one-half times her regular rate but under no instance less than one and
3 one-half times the statutory minimum wage as defined by the New York State Department of
4 Labor regulations, 12 N.Y.C.R.R. Part 146-1.4.

5 88. Through their knowing or intentional failure to pay Plaintiff proper overtime
6 wages for hours worked in excess of forty (40) hours per workweek, Defendants have violated
7 the NYLL §§ 190 *et seq.*, and the supporting New York State Department of Labor Regulations.
8

9 89. Defendants' failure to pay Plaintiff overtime compensation was willful within the
10 meaning of NYLL § 663.

11 90. Due to Defendants' violations of the NYLL, Plaintiff is entitled to recover from
12 Defendants her unpaid overtime wages, liquidated damages as provided for by the NYLL,
13 reasonable attorneys' fees and costs of the action, pre-judgment and post-judgment interest,
14 pursuant to NYLL § 198 (1-a).
15

16 **SIXTH CAUSE OF ACTION**

17 **New York Labor Law – Spread-of-Hours Pay**

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19 91. Plaintiff realleges and incorporates by reference all allegations in all preceding
20 paragraphs.
21

22 92. The spread-of-hours provisions as set forth in NYLL §§ 190 *et seq.* and the
23 supporting New York State Department of Labor Regulations apply to Defendants and protect
24 Plaintiff.
25

26 93. Defendants have failed to pay Plaintiff spread-of-hours compensation of one
27 hour's pay at the basic minimum hourly wage rate for each day during which Plaintiff's shift
28

1 exceeded ten (10) hours, as defined by the New York State Department of Labor regulations, 12
2 N.Y.C.R.R. Part 146-1.6.

3 94. Through their knowing or intentional failure to pay Plaintiff spread-of-hours
4 compensation, Defendants have willfully violated the NYLL §§ 190 *et seq.*, and the supporting
5 New York State Department of Labor Regulations.
6

7 95. Due to Defendants' violations of the NYLL, Plaintiff is entitled to recover from
8 Defendants her unpaid spread-of-hours pay, liquidated damages as provided for by the NYLL,
9 reasonable attorneys' fees, costs, and pre-judgment and post-judgment interest, pursuant to
10 NYLL § 198 (1-a).
11

12 SEVENTH CAUSE OF ACTION

13 **New York Labor Law – Misappropriation of Tips**

14 96. Plaintiff realleges and incorporates by reference all allegations in all preceding
15 paragraphs.
16

17 97. The wage payment provisions of Article 6 of the NYLL and the supporting New
18 York State Department of Labor Regulations 12 N.Y.C.R.R. Part 146 *et seq.* apply to
19 Defendants, and protects Plaintiff.

20 98. Defendants were prohibited from demanding, accepting or retaining, directly or
21 indirectly, any part of the gratuities received by the Plaintiff pursuant to NYLL Article 6, §
22 196-d and 12 N.Y.C.R.R. §§ 146-2.16(b) and 146-2.18.
23

24 99. Defendant Stavros Kokkosis illegally misappropriated the Plaintiff's tips by
25 retaining a significant portion of all the credit card tips received by her.
26
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1 100. Upon information and belief, Defendants failed to establish, maintain and
2 preserve for at least six (6) years accurate tip records showing the amount, shares and daily log
3 of tips collected by each employee at each position in violation of 12 N.Y.C.R.R. § 146-2.1.

4 101. As a result of Defendants' continuous and willful violations of the NYLL § 196-
5 d and the supporting New York State Department of Labor Regulations, 12 N.Y.C.R.R. Part
6 146 *et seq.*, Plaintiff is entitled to damages for the value of the misappropriated gratuities,
7 liquidated damages as provided for by NYLL § 198(1-a), reasonable attorneys' fees, costs, and
8 pre-judgment and post-judgment interest.
9

10 **EIGHTH CAUSE OF ACTION**

11 **New York Labor Law – Failure to Provide Notice at the Time of Hiring**

12 102. Plaintiff realleges and incorporates by reference all allegations in all preceding
13 paragraphs.
14

15 103. Defendants have failed to provide Plaintiff, at the time of hiring or at any point
16 thereafter, a notice containing the rate of pay and basis thereof, whether paid by the hour, shift,
17 day, week, salary, piece, commission, or other; the regular pay day designated by the employer;
18 the physical address of the employer's main office or principal place of business; the telephone
19 number of the employer, and anything otherwise required by law, in violation of NYLL §
20 195(1).
21

22 104. Due to Defendants' violations of the NYLL § 195(1), Plaintiff is entitled to
23 recover from Defendants statutory damages of Fifty dollars (\$50) per workday that the violation
24 occurred, up to a maximum of Five Thousand Dollars (\$5,000), pursuant to NYLL § 198 (1-b).
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NINTH CAUSE OF ACTION

New York Labor Law – Failure to Provide Wage Statements

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2
3 105. Plaintiff realleges and incorporates by reference all allegations in all preceding
4 paragraphs.

5 106. Defendants have failed to provide Plaintiff with wage statements listing all her
6 hours of work; rate of pay; basis of pay; the period covered; and overtime pay, in violation of
7 NYLL § 195(3).
8

9 107. Due to Defendants’ violations of the NYLL, Plaintiff is entitled to recover from
10 Defendants statutory damages of Two Hundred and Fifty dollars (\$250) per workday that the
11 violation occurred, up to a maximum of Five Thousand Dollars (\$5,000), pursuant to NYLL §
12 198 (1-d).
13

PRAYER FOR RELIEF

14
15 **WHEREFORE**, Plaintiff seeks the following relief:

16 A. Designating this action as a collective action and authorizing prompt issuance of
17 notice pursuant to 29 U.S.C. § 216(b) to all putative collective action members, apprising them
18 of the pendency of this action, and permitting them promptly to file consents to be Plaintiff in
19 the FLSA claims in this action;
20

21 B. An order tolling the statute of limitations;

22 C. Issuance of a declaratory judgment that the practices complained of in this
23 complaint are unlawful under the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.*, New
24 York Labor Law, Article 6, §§ 190 *et seq.*, and Article 19, §§ 650 *et seq.*, and the supporting
25 New York State Department of Labor Regulations;
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1 D. Unpaid minimum wages, overtime pay and tips under the FLSA and an
2 additional and equal amount as liquidated damages pursuant to 29 U.S.C. § 216(b) and the
3 supporting United States Department of Labor regulations;

4 E. Unpaid minimum wages, overtime wages, tips, and spread-of-hours pay under
5 NYLL, and an additional and equal amount as liquidated damages pursuant to NYLL §198(1-
6 a) and § 663(1);

7
8 F. Civil penalties of One Thousand One Hundred Dollars (\$1,100) for each of
9 Defendants' willful and repeated violations of the FLSA pursuant to 29 U.S.C. § 216(b);

10 G. An award of statutory damages for Defendants' failure to provide Plaintiff with
11 a wage notice at the time of hiring pursuant to NYLL § 198 (1-b);

12
13 H. An award of statutory damages for Defendants' failure to provide Plaintiff with
14 wage statements pursuant to NYLL § 198 (1-d);

15 I. A permanent injunction requiring Defendants to pay all statutorily required
16 wages pursuant to the FLSA and NYLL;

17
18 J. If liquidated damages pursuant to FLSA, 29 U.S.C. § 216(b), are not awarded,
19 an award of prejudgment interest pursuant to 28 U.S.C. § 1961;

20 K. An award of pre-judgment interest of nine per centum per annum (9%)
21 pursuant to the New York Civil Practice Law and Rules §§ 5001-5004;

22
23 L. An award of post-judgment interest pursuant to 28 U.S.C. § 1961 and/or the
24 New York Civil Practice Law and Rules § 5003;

25 M. An award of attorney's fees, costs, and further expenses up to fifty dollars,
26 pursuant to 29 U.S.C. § 216(b), and NYLL §§ 198 and 663(1);

27 N. Such other relief as this Court shall deem just and proper.
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1 Dated: November 29, 2016
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3

4 Respectfully submitted,
5 **PARDALIS & NOHAVICKA, LLP**

6 By: 

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NOTICE OF CONSENT TO JOIN, PURSUANT TO 29 U.S.C. §216(b)

FAIR LABOR STANDARDS ACT CONSENT FORM

I consent to be a party plaintiff in a lawsuit against Sayville Aegean Cafe Inc., and/or related entities and individuals in order to seek redress for violations of Fair Labor Standards Act, pursuant to 29 U.S.C. section §216(b). I hereby designate **Pardalis & Nohavicka LLP** to represent me in such a lawsuit.

Dated: 10/24/2016

Artemis Roussodimou

Signature

Artemis Roussodimou

Print

77-216 WAYERLY AVE
PATSCOENE N.Y 11772

Address

(631) 960-4418 cell

Telephone

JS 44 (Rev. 07/16)

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

ARTEMIS ROUSSODIMOU

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

(c) Attorney (Firm Name, Address, and Telephone Number)
PARDALIS & NOHAVICKA LLP
35-10 Broadway
Astoria, NY 11106

DEFENDANTS

ASSOS, INC. d/b/a Aegean Cafe, STAVROS KOKKOSIS a/k/a Steve, THEMIS KONSTANTATOS a/k/a Timmy, jointly and severally

County of Residence of First Listed Defendant
(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
- 3 Federal Question (U.S. Government Not a Party)
- 2 U.S. Government Defendant
- 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)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

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

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input checked="" type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (13950f) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS			
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

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):
29 U.S.C 201, et seq.
Brief description of cause:
Minimum wage and overtime violations

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. **DEMAND \$ 400,000.00** CHECK YES only if demanded in complaint: **JURY DEMAND:** Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE:  DOCKET NUMBER

DATE: SIGNATURE OF A ATTORNEY OF RECORD

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, YESY SANCHEZ, counsel for ARTEMIS ROUSSODIMOU, 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:

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? 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
 - b) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in the Eastern District? Yes

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? _____

(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: 

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [New York Eatery Facing Laundry List of Claims in New Lawsuit](#)
