

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Zhi Li Zhong, Individually and on behalf of All Other
Employees Similarly Situated,

Plaintiff,

- against -

Rockledge Bus Tour Inc.
d/b/a Rockledge Bus;
Harmonious Grand Tour Co, Ltd.
d/b/a HG Bus Ltd;
Xinnix Ticketing, Inc.;
Fox Bus, Inc.;
New Everyday Bus Tour, Inc.;
Lun Dong Chen, “Jenny” (first name unknown) Chen,
and Lucy Fisher

Defendants.

Case No.

PLAINTIFF’S COLLECTIVE
& CLASS ACTION
COMPLAINT

Plaintiff Zhi Li Zhong, on his own behalf and on behalf of all others similarly situated, by and through his undersigned attorneys, Hang & Associates, PLLC, hereby files this complaint against the Defendants Rockledge Bus Tour Inc. d/b/a Rockledge Bus, Harmonious Grand Tour Co, Ltd. d/b/a HG Bus Ltd; Xinnix Ticketing, Inc.; Fox Bus, Inc.; New Everyday Bus Tour, Inc.; Lun Dong Chen, “Jenny” (first name unknown) Chen and Lucy Fisher (collectively “Defendants”), alleges and shows the Court the following:

INTRODUCTION

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

2. Upon information and belief, Defendants have willfully and intentionally committed widespread violations of the FLSA and NYLL by engaging in a pattern and practice of failing to pay their employees, including Plaintiff, compensation for all hours worked, minimum wage, and overtime compensation for all hours worked over forty (40) each workweek.
3. Plaintiff alleges 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. Plaintiff further alleges pursuant to New York Labor Law § 650 et seq. and 12 New York Codes, Rules and Regulations §§ 146 ("NYCRR") that they are entitled to recover from the Defendants: (1) unpaid wages and minimum wages, (2) unpaid overtime compensation, (3) unpaid "spread of hours" premium for each day they worked ten (10) or more hours, (4) liquidated damages equal to the sum of unpaid minimum wage, unpaid "spread of hours" premium, unpaid overtime pursuant to the NY Wage Theft Prevention Act; (5) compensation for failure to provide wage notice at the time of hiring in violation of the NYLL, (6) prejudgment and post-judgment interest; and (7) attorney's fees and costs.

JURISDICTION AND VENUE

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

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

PLAINTIFF

7. Plaintiff Zhi Li Zhong is a resident of Queens and is employed to work as a ticket seller by Defendants both at 34 W 31st Street, New York, NY 10001 and 152 East Broadway, New York, NY 10002 from February 8, 2017 to September 11, 2017.

DEFENDANTS

8. Defendant Rockledge Bus Tour Inc., d/b/a “Rockledge Bus” is a foreign business corporation organized under the laws of the State of Pennsylvania with three business addresses at 133 East Broadway Street, New York, NY 10002, 152 East Broadway, New York, NY 10002, and 34 W 31st Street, New York, NY 10001. Rockledge Bus is registered with New York Department of State to receive the service of process at 133 East Broadway Street, New York, NY 10002.
9. Upon information and belief, Defendant, Rockledge Bus Tour Inc., d/b/a “Rockledge Bus,” is a Bus Service Company which had gross sales in excess of Five Hundred Thousand Dollars (\$500,000) per year. Upon information and belief, Rockledge Bus has employees engaged in interstate commerce.
10. Defendant Harmonious Grand Tour Co, Ltd. d/b/a “HG Bus” is a foreign business corporation organized under the laws of the State of Maryland with four business addresses at 133 East Broadway Street, New York, NY 10002, 152 East Broadway, New York, NY 10002, 34 W 31st Street, New York, NY 10001, and 128 Central

Avenue, Albany, NY 12206. HG Bus is registered with New York Department of State to receive the service of process at 128 Central Avenue, Albany, NY 12206.

11. Upon information and belief, Defendant, Harmonious Grand Tour Co, Ltd. d/b/a “HG Bus,” is a Bus Service Company which had gross sales in excess of Five Hundred Thousand Dollars (\$500,000) per year. Upon information and belief, HG Bus has employees engaged in interstate commerce.
12. Defendant Xinnix Ticketing Inc. is a foreign business corporation organized under the laws of the State of Pennsylvania with the principal place of business at 924 Pratt Street, Philadelphia, PA 19124. Xinnix Ticketing Inc. operates four business addresses in New York: 133 East Broadway Street, New York, NY 10002, 152 East Broadway, New York, NY 10002, 128 Central Avenue, Albany, NY 12206, and 34 W 31st Street, New York, NY 10001.
13. Upon information and belief, Defendant, Xinnix Ticketing Inc. is a Bus Ticketing Company which had gross sales in excess of Five Hundred Thousand Dollars (\$500,000) per year. Upon information and belief, Xinnix Ticketing Inc. has employees engaged in interstate commerce.
14. Defendant Fox Bus Inc. is a foreign business corporation organized under the laws of the State of Maryland with four business addresses at 133 East Broadway Street, New York, NY 10002, 34 W 31st Street, New York, NY 10001, 152 East Broadway, New York, NY 10002 and 128 Central Avenue, Albany, NY 12206. Fox Bus Inc. is registered with New York Department of State to receive the service of process at 316 45th Street, Brooklyn, NY 11220.

15. Upon information and belief, Defendant, Fox Bus Inc. is a Bus Service Company which had gross sales in excess of Five Hundred Thousand Dollars (\$500,000) per year. Upon information and belief, Fox Bus Inc. has employees engaged in interstate commerce.
16. Defendant New Everyday Bus Tour, Inc. is a foreign business corporation organized under the laws of the Commonwealth of Pennsylvania with the principal place of business at 924 Pratt Street, Philadelphia, PA 19124. New Everyday Bus Tour, Inc. operates multiple ticket offices in major cities of New York State, and four of them are 133 East Broadway Street, New York, NY 10002; 152 East Broadway, New York, NY 10002; 34 W 31st Street, New York, NY 10001; and 128 Central Avenue, Albany, NY 12206.
17. Upon information and belief, Defendant, New Everyday Bus Tour, Inc. is a Bus Service Company which had gross sales in excess of Five Hundred Thousand Dollars (\$500,000) per year. Upon information and belief, New Everyday Bus Tour, Inc. has employees engaged in interstate commerce.
18. Upon information and belief, Defendant Lun Dong Chen is the owner, officer, director, manager, shareholder, and/or agent of Rockledge Bus Tour Inc. d/b/a Rockledge Bus, Harmonious Grand Tour Co. Ltd d/b/a HG Bus, Xinnix Ticketing Inc., Fox Bus Inc., and New Everyday Bus Tour Inc., and participated in the day-to-day operations of the five bus companies 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 six Corporate Defendants.

19. Upon information and belief, Defendant Lun Dong Chen owns the stock of Rockledge Bus Tour Inc. d/b/a Rockledge Bus, Harmonious Grand Tour Co. Ltd d/b/a HG Bus, Xinnix Ticketing Inc., Fox Bus Inc., and New Everyday Bus Tour Inc. 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.
20. Upon information and belief, Defendant “Jenny” Chen (first name unknown) is the owner, officer, director, manager, shareholder, and/or agent of Rockledge Bus Tour Inc. d/b/a Rockledge Bus, Harmonious Grand Tour Co. Ltd d/b/a HG Bus, Xinnix Ticketing Inc., Fox Bus Inc., and New Everyday Bus Tour Inc., and participated in the day-to-day operations of the five bus companies 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 six Corporate Defendants.
21. Upon information and belief, Defendant “Jenny” (first name unknown) Chen owns the stock of Rockledge Bus Tour Inc. d/b/a Rockledge Bus, Harmonious Grand Tour Co. Ltd d/b/a HG Bus, Xinnix Ticketing Inc., Fox Bus Inc., and New Everyday Bus Tour Inc. 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.

22. Upon information and belief, Defendant Lucy Fisher is the owner, officer, director, manager, shareholder, and/or agent of Rockledge Bus Tours Inc., d/b/a “Rockledge Bus” located at 133 East Broadway Street, New York, NY 10002, and 34 W 31st Street, New York, NY 10001, and participated in the day-to-day operations of Rockledge Bus 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 Corporate Defendant.
23. Upon information and belief, Defendant Lucy Fisher owns the stock of Rockledge Bus and manages and makes all business decisions including but not limited to the amount in salary the employee will receive and the number of hours employees will work.
24. At all times relevant herein, Rockledge Bus Tour Inc. d/b/a Rockledge Bus, Harmonious Grand Tour Co. Ltd d/b/a HG Bus, Xinnix Ticketing Inc., Fox Bus Inc., and New Everyday Bus Tour Inc. were, and continues to be “enterprises engaged in commerce” within the meaning of FLSA.
25. Upon information and belief, Rockledge Bus Tour Inc. d/b/a Rockledge Bus, Harmonious Grand Tour Co. Ltd d/b/a HG Bus, Xinnix Ticketing Inc., Fox Bus Inc., and New Everyday Bus Tour Inc. are all bus companies running inter-state routes from one Chinatown to another.
26. At all times relevant herein, Rockledge Bus, HG Bus, Xinnix Bus Ticketing, Fox Bus Inc. and New Everyday Bus Tour Inc., were, and continue to be joint employers, and have had a high degree of interrelated and unified operation, and share common

management, centralized control of labor relations, common ownership, common control, common website, common business purposes and interrelated business goals.

27. All Corporate Defendants shared employees, freely assigning and scheduling employees among the stores based on the stores' necessity.¹
28. All Corporate Defendants shared same telephone number and at least three (3) active bus stops in New York City: 133 East Broadway, New York, NY 10002, 34 W 31st Street, New York, NY 10001, and 152 East Broadway, New York, NY 10002. Customers are able to buy tickets of all Defendant Bus Companies at each of the three above-mentioned locations. The locations are listed on their respective bus tickets. *See* Exhibit III ticket sample.
29. All Corporate Defendants are operated and controlled by founder Lun Dong Chen, "Jenny" Chen and Lucy Fisher. Corporate Defendants also share essential trade tools with each other.²
30. All Corporate Defendants' focus on uniformity of operations was reflected in the careful consistency of the physical appearance of their tickets. *See* Exhibit III.
31. Upon information and belief, the five-digit red number and the logo of two galloping horses in the traditional Chinese ink-wash style are on the bus tickets of the Corporate Defendants.

¹ For instance, Defendants required Plaintiff to open the door and sell tickets on each Friday at their office located at 152 East Broadway, New York, NY 10002. "Jo," (legal name unknown), the successor of Plaintiff after he was fired, was also required to do so.

² For example, all the Defendant bus companies require ticket sellers to use iPhones to communicate with bus drivers, and to help passengers prepare for boarding. One Defendant bus company would use the iPhones belonged to the other Defendants if they did not function properly.

32. At all relevant times, the work performed by Plaintiff were directly essential to the businesses operated by the Defendants.
33. At all relevant times, Defendants knowingly and willfully failed to pay Plaintiff his lawfully earned minimum wages, overtime compensation and spread-of-hour premiums, and failed to provide him a wage notice at the time of hiring in violation of the NYLL.
34. Plaintiff has fulfilled all conditions precedent to the institution of this action and/ or conditions have been waived.

STATEMENT OF FACTS

35. Defendants committed the following alleged acts knowingly, intentionally and willfully.
36. Defendants knew that the nonpayment of minimum wage, overtime pay, spread of hours pay, and failure to provide the required wage notice at the time of hiring would financially injure Plaintiff and similarly situated employees and violate state and federal laws.
37. From February 8, 2017 to September 11, 2017, Plaintiff was hired by Defendants to work as a ticket seller for Defendants' New York City Midtown location at 34 W 31st Street, New York, NY 10001, and their Chinatown location at 152 East Broadway, New York, NY 10002.³
38. Defendants did not compensate Plaintiff for minimum and overtime compensation according to state and federal laws.

³ Plaintiff would normally work at the midtown location except on every Friday when he was required to work at the Chinatown location at 152 East Broadway, New York, NY 10002.

39. From February 8, 2017 to February 28, 2017, Plaintiff worked six days with Saturday off per week. He worked from 5:00 p.m. to 10:00 p.m. on Sunday, 8:00 a.m. to 6:00 p.m. on Monday; 10:15 a.m. to 10:15 p.m. on Tuesday and Wednesday, 10:15 a.m. to 9:00 p.m. on Thursday, and 5:00 p.m. to 10:00 p.m. on Friday. Plaintiff did not have any uninterrupted break. Plaintiff thus worked at least fifty-four and forty-five minutes (54.75) hours per week during this period.
40. From March 1, 2017 to September 11, 2017, Plaintiff worked six days with Saturday off per week. He worked from 3:00 p.m. to 10:00 p.m. on Sunday, 8:00 a.m. to 6:00 p.m. on Monday; 10:15 a.m. to 10:15 p.m. on Tuesday and Wednesday, 10:15 a.m. to 9:00 p.m. on Thursday, and 6:50 p.m. to 6:00 p.m. on Friday. Plaintiff did not have any uninterrupted break. Plaintiff thus worked at least sixty-three (63) hours per week during this period.
41. Plaintiff was paid monthly. He received \$1,200 in cash as compensation in February; \$2,500 as compensation with \$1,300 in cash, and \$1,200 in check every month from March to July. He received \$1,700 in check as compensation for August, and \$710 in cash for September.
42. Plaintiff was not required to keep track of his time, nor to his knowledge did the Defendant utilize any tracking device, such as punch cards or sign in sheets, that accurately recorded his actual hours worked.
43. Plaintiff often worked more than ten (10) hours in a workday. However, Defendants willfully and intentionally failed to compensate Plaintiff with an additional one hour's pay at the full minimum wage for each day his workday exceeded ten (10) hours, as required spread-of-hours pay under New York law.

44. Defendants failed to compensate Plaintiff for minimum wage and/or overtime compensation according to state and federal laws.
45. Defendants did not provide Plaintiff with a wage notice, at the time of his hiring, in English and in Mandarin (Plaintiff's primary language), of his rate of pay, employer's regular pay day, and such other information as required by NYLL §195(1).
46. Defendants also did not provide Plaintiff with proper statement of wages with each wage payment, as required by NYLL §195(3).
47. Defendants committed the following alleged acts knowingly, intentionally and willfully.
48. Defendants knew that the nonpayment of overtime and the "spread of hours" premium would economically injure Plaintiff and the Class Members by their violation of state laws.
49. While employed by Defendants, Plaintiff were not exempt under federal and state laws requiring employers to pay employees overtime.
50. Plaintiff and the New York Class Members' workdays always lasted longer than 10 hours.
51. Defendants did not pay Plaintiff and other Class members' New York's "spread of hours" premium for every day in which they worked over 10 hours.
52. Defendants did not provide Plaintiff 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 Plaintiff' and other Class members' pay increase(s).

53. Defendants committed the foregoing acts against the Plaintiff, the FLSA Collective and the NYLL Class.
54. 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 Plaintiff or other similarly situated employees.
55. Defendants knowingly and willfully operated their business with a policy of not paying Plaintiff 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.
56. Defendants knowingly and willfully operated their business with a policy of not paying the New York State “spread of hours” premium to Plaintiff and other class members.

COLLECTIVE ACTION ALLEGATIONS

57. Plaintiff bring this action individually and on behalf of all other and former non-exempt 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.

58. 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).
59. Plaintiff will fairly and adequately protect the interests of the Collective Action Members, and has retained counsel that is experienced and competent in the field of employment law and class action litigation. Plaintiff has no interests that are contrary to or in conflict with those members of this collective action.
60. 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.
61. 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.

62. 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 Plaintiff 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.

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

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

CLASS ACTION ALLEGATIONS

65. Plaintiff bring their NYLL claims pursuant to Federal Rules of Civil Procedure ("F. R. C. P.") Rule 23, on behalf of all non-exempt employees employed by Defendants on or after the date that is six years before the filing of the Complaint in this case as defined herein (the "Class Period").

66. All said persons, including Plaintiff, 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.

67. 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.

68. Plaintiff' 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.

69. Plaintiff are able to fairly and adequately protect the interests of the Class and has no interests antagonistic to the Class. Plaintiff are represented by attorneys who are experienced and competent in representing plaintiffs in both class action and wage and hour employment litigation cases.
70. 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.

71. 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.
72. 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 Plaintiff and the Class within the meaning of the New York law;

- b. Whether Defendants paid Plaintiff and Class members the New York minimum wage for all hours worked;
- c. Whether Plaintiff and Class members were paid proper overtime compensation for all hours they worked over 40 hours under the New York Labor Law;
- d. Whether Defendants maintained a policy, pattern and/or practice of failing to pay Plaintiff and the Rule 23 Class spread-of-hours pay as required by the NYLL;
- e. Whether the Defendants provided wage notices at the time of hiring to Plaintiff and class members as required by the NYLL;
- f. 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 Plaintiff and the FLSA Collective]

- 73. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.
- 74. 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).
- 75. At all relevant times, Defendants employed “employees” including Plaintiff, within the meaning of FLSA.

76. Upon information and belief, at all relevant times, Defendants have had gross revenues in excess of \$500,000.
77. The FLSA provides that any employer engaged in commerce shall pay employees the applicable minimum wage. 29 U.S.C. § 206(a).
78. 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.
79. 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.
80. Defendants knowingly and willfully disregarded the provisions of the FLSA as evidenced by failing to compensate Plaintiff 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 Plaintiff and Rule 23 Class]

81. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.
82. At all relevant times, plaintiff was employed by Defendants within the meaning of New York Labor Law §§2 and 651.
83. 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.

84. Defendants knowingly and willfully violated Plaintiff's 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 Plaintiff and the FLSA Collective]

85. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.
86. 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).
87. 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).
88. Defendants' failure to pay Plaintiff and the FLSA Collective their overtime pay violated the FLSA.
89. At all relevant times, Defendants had, and continue to have, a policy of practice of refusing to pay overtime compensation at the statutory rate of time and a half to Plaintiff 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).

90. 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.
91. Defendants willfully failed to notify Plaintiff and FLSA Collective of the requirements of the employment laws in order to facilitate their exploitation of Plaintiff's and FLSA Collectives' labor.
92. Defendants knowingly and willfully disregarded the provisions of the FLSA as evidenced by their failure to compensate Plaintiff 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 Plaintiff and Collective Action members.

COUNT IV

[Violation of New York Labor Law—Overtime Pay Brought on behalf of Plaintiff and the Rule 23 Class]

93. Plaintiff re-alleges and incorporate by reference all preceding paragraphs as though fully set forth herein.
94. 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.
95. Defendants' failure to pay Plaintiff and the Rule 23 Class their overtime pay violated the NYLL.

96. Defendants' failure to pay Plaintiff and the Rule 23 Class was not in good faith.

COUNT V

**[Violation of New York Labor Law—Spread of Time Pay
Brought on behalf of Plaintiff and the Rule 23 Class]**

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

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

99. Defendants' failure to pay Plaintiff and Rule 23 Class spread-of-hours pay was not in good faith.

COUNT VI

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

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

101. The Defendants failed to furnish to the Plaintiff 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).

102. Due to the Defendants' violation of the NYLL, § 195(1), the Plaintiff is entitled to recover from the Defendants liquidated damages of \$50.00 per workweek that the violation occurred, up to a maximum of \$2,500.00, reasonable attorney's fees, and costs and disbursements of the action, pursuant to the NYLL, § 198(1-b).

103. 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).

104. Due to the Defendants' violation of the NYLL, § 195(3), the Plaintiff is entitled to recover from the Defendants liquidated damages of \$100.00 per workweek that the violation occurred, up to a maximum of \$2,500.00, reasonable attorney's fees, and costs and disbursements of the action, pursuant to the NYLL, § 198(1-d).

105. The Defendants' NYLL violations have caused the Plaintiff irreparable harm for which there is no adequate remedy at law.

Prayer for Relief

WHEREFORE, Plaintiff, on behalf of himself, the FLSA collective and Rule 23 class,

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

- a) Authorizing plaintiff 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 Plaintiff 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 Plaintiff and his 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 Rockledge Bus Tour Inc. d/b/a Rockledge Bus, Harmonious Grand Tour Co, Ltd. d/b/a HG Bus Ltd; Xinnix Ticketing, Inc.; Fox Bus, Inc.; New Everyday Bus Tour, Inc., 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 Plaintiff and the Collective Action members under the FLSA and New York Labor Law, plus compensatory and liquidated damages in the amount of twenty five percent under NYLL §§190 et seq., §§650 et seq., and one hundred percent after 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 unpaid “spread of hours” premium due under the New York Labor Law;

k) An award of damages for Defendants’ failure to provide wage notice at the time of hiring as required under the New York Labor Law;

l) 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;

m) An award of liquidated and/ or punitive damages as a result of Defendants’ willful failure to pay wages, minimum wages, overtime compensation, and “spread of hours” premium pursuant to New York Labor Law;

n) 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;

o) The cost and disbursements of this action;

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

q) 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

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

Dated: Flushing, New York January 18, 2018

HANG & ASSOCIATES, PLLC.

/S/ JIAN HANG

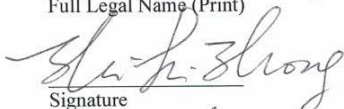
Jian Hang, Esq.
136-18 39th Ave., Suite 1003
Flushing, New York 11354
Tel: 718.353.8588
jhang@hanglaw.com
Attorneys for Plaintiff

EXHIBIT I

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

I am an employee currently or formerly employed by Xinnix Ticketing, Inc., Lun Dong Chen and/or related individuals and 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.

ZHI LI ZHONG
Full Legal Name (Print)


Signature

10/2/17
Date

EXHIBIT II

**NOTICE OF INTENTION TO ENFORCE SHAREHOLDER LIABILITY
FOR SERVICES RENDERED**

TO: Lun Dong Chen
Xinnix Ticketing Inc.
924 Pratt Street
Philadelphia, PA 19124

PLEASE TAKE NOTICE, that pursuant to the provisions of Section 630 of the Business Corporation Law of New York, you are hereby notified that Zhi Li Zhong and others similarly situated intend to charge you and hold you personally liable, jointly and severally, as one of the ten largest shareholders of Xinnix Ticketing Inc. for all debts, wages, and/or salaries due and owing to them as laborers, servants and/or employees of the said corporations for services performed by them for the said corporations within the six (6) years preceding the date of this notice and have expressly authorized the undersigned, as their attorney, to make this demand on their behalf.

Dated: January 18, 2018

**NOTICE OF INTENTION TO ENFORCE SHAREHOLDER LIABILITY
FOR SERVICES RENDERED**

TO: Lun Dong Chen
New Everyday Bus Tour, Inc.
924 Pratt Street
Philadelphia, PA 19124

PLEASE TAKE NOTICE, that pursuant to the provisions of Section 630 of the Business Corporation Law of New York, you are hereby notified that Zhi Li Zhong and others similarly situated intend to charge you and hold you personally liable, jointly and severally, as one of the ten largest shareholders of New Everyday Bus Tour, Inc. for all debts, wages, and/or salaries due and owing to them as laborers, servants and/or employees of the said corporations for services performed by them for the said corporations within the six (6) years preceding the date of this notice and have expressly authorized the undersigned, as their attorney, to make this demand on their behalf.

Dated: January 18, 2018

**NOTICE OF INTENTION TO ENFORCE SHAREHOLDER LIABILITY
FOR SERVICES RENDERED**

TO: Lun Dong Chen
Rockledge Bus Tours Inc.
133 East Broadway Street
New York, NY 10002

PLEASE TAKE NOTICE, that pursuant to the provisions of Section 630 of the Business Corporation Law of New York, you are hereby notified that Zhi Li Zhong and others similarly situated intend to charge you and hold you personally liable, jointly and severally, as one of the ten largest shareholders of Rockledge Bus Tours Inc. for all debts, wages, and/or salaries due and owing to them as laborers, servants and/or employees of the said corporations for services performed by them for the said corporations within the six (6) years preceding the date of this notice and have expressly authorized the undersigned, as their attorney, to make this demand on their behalf.

Dated: January 18, 2018

**NOTICE OF INTENTION TO ENFORCE SHAREHOLDER LIABILITY
FOR SERVICES RENDERED**

TO: Lucy Fisher
Rockledge Bus Tours Inc.
133 East Broadway Street
New York, NY 10002

PLEASE TAKE NOTICE, that pursuant to the provisions of Section 630 of the Business Corporation Law of New York, you are hereby notified that Zhi Li Zhong and others similarly situated intend to charge you and hold you personally liable, jointly and severally, as one of the ten largest shareholders of Rockledge Bus Tours Inc. for all debts, wages, and/or salaries due and owing to them as laborers, servants and/or employees of the said corporations for services performed by them for the said corporations within the six (6) years preceding the date of this notice and have expressly authorized the undersigned, as their attorney, to make this demand on their behalf.

Dated: January 18, 2018

**NOTICE OF INTENTION TO ENFORCE SHAREHOLDER LIABILITY
FOR SERVICES RENDERED**

TO: Lun Dong Chen
Fox Bus Inc.
316 45th Street
Brooklyn, NY 11220

PLEASE TAKE NOTICE, that pursuant to the provisions of Section 630 of the Business Corporation Law of New York, you are hereby notified that Zhi Li Zhong and others similarly situated intend to charge you and hold you personally liable, jointly and severally, as one of the ten largest shareholders of Fox Bus Inc. for all debts, wages, and/or salaries due and owing to them as laborers, servants and/or employees of the said corporations for services performed by them for the said corporations within the six (6) years preceding the date of this notice and have expressly authorized the undersigned, as their attorney, to make this demand on their behalf.

Dated: January 18, 2018

**NOTICE OF INTENTION TO ENFORCE SHAREHOLDER LIABILITY
FOR SERVICES RENDERED**

TO: Lun Dong Chen
Harmonious Grand Tour Co, Ltd
128 Central Avenue
Albany, NY 12206

PLEASE TAKE NOTICE, that pursuant to the provisions of Section 630 of the Business Corporation Law of New York, you are hereby notified that Zhi Li Zhong and others similarly situated intend to charge you and hold you personally liable, jointly and severally, as one of the ten largest shareholders of Harmonious Grand Tour Co, Ltd for all debts, wages, and/or salaries due and owing to them as laborers, servants and/or employees of the said corporations for services performed by them for the said corporations within the six (6) years preceding the date of this notice and have expressly authorized the undersigned, as their attorney, to make this demand on their behalf.

Dated: January 18, 2018

**NOTICE OF INTENTION TO ENFORCE SHAREHOLDER LIABILITY
FOR SERVICES RENDERED**

TO: "Jenny" Chen
Xinnix Ticketing Inc.
924 Pratt Street
Philadelphia, PA 19124

PLEASE TAKE NOTICE, that pursuant to the provisions of Section 630 of the Business Corporation Law of New York, you are hereby notified that Zhi Li Zhong and others similarly situated intend to charge you and hold you personally liable, jointly and severally, as one of the ten largest shareholders of Xinnix Ticketing Inc. for all debts, wages, and/or salaries due and owing to them as laborers, servants and/or employees of the said corporations for services performed by them for the said corporations within the six (6) years preceding the date of this notice and have expressly authorized the undersigned, as their attorney, to make this demand on their behalf.

Dated: January 18, 2018

**NOTICE OF INTENTION TO ENFORCE SHAREHOLDER LIABILITY
FOR SERVICES RENDERED**

TO: "Jenny" Chen
New Everyday Bus Tour, Inc.
924 Pratt Street
Philadelphia, PA 19124

PLEASE TAKE NOTICE, that pursuant to the provisions of Section 630 of the Business Corporation Law of New York, you are hereby notified that Zhi Li Zhong and others similarly situated intend to charge you and hold you personally liable, jointly and severally, as one of the ten largest shareholders of New Everyday Bus Tour, Inc. for all debts, wages, and/or salaries due and owing to them as laborers, servants and/or employees of the said corporations for services performed by them for the said corporations within the six (6) years preceding the date of this notice and have expressly authorized the undersigned, as their attorney, to make this demand on their behalf.

Dated: January 18, 2018

**NOTICE OF INTENTION TO ENFORCE SHAREHOLDER LIABILITY
FOR SERVICES RENDERED**

TO: “Jenny” Chen
Rockledge Bus Tours Inc.
133 East Broadway Street
New York, NY 10002

PLEASE TAKE NOTICE, that pursuant to the provisions of Section 630 of the Business Corporation Law of New York, you are hereby notified that Zhi Li Zhong and others similarly situated intend to charge you and hold you personally liable, jointly and severally, as one of the ten largest shareholders of Rockledge Bus Tours Inc. for all debts, wages, and/or salaries due and owing to them as laborers, servants and/or employees of the said corporations for services performed by them for the said corporations within the six (6) years preceding the date of this notice and have expressly authorized the undersigned, as their attorney, to make this demand on their behalf.

Dated: January 18, 2018

**NOTICE OF INTENTION TO ENFORCE SHAREHOLDER LIABILITY
FOR SERVICES RENDERED**

TO: “Jenny” Chen
Fox Bus Inc.
316 45th Street
Brooklyn, NY 11220

PLEASE TAKE NOTICE, that pursuant to the provisions of Section 630 of the Business Corporation Law of New York, you are hereby notified that Zhi Li Zhong and others similarly situated intend to charge you and hold you personally liable, jointly and severally, as one of the ten largest shareholders of Fox Bus Inc. for all debts, wages, and/or salaries due and owing to them as laborers, servants and/or employees of the said corporations for services performed by them for the said corporations within the six (6) years preceding the date of this notice and have expressly authorized the undersigned, as their attorney, to make this demand on their behalf.

Dated: January 18, 2018

**NOTICE OF INTENTION TO ENFORCE SHAREHOLDER LIABILITY
FOR SERVICES RENDERED**

TO: “Jenny” Chen
Harmonious Grand Tour Co, Ltd
128 Central Avenue
Albany, NY 12206

PLEASE TAKE NOTICE, that pursuant to the provisions of Section 630 of the Business Corporation Law of New York, you are hereby notified that Zhi Li Zhong and others similarly situated intend to charge you and hold you personally liable, jointly and severally, as one of the ten largest shareholders of Harmonious Grand Tour Co, Ltd for all debts, wages, and/or salaries due and owing to them as laborers, servants and/or employees of the said corporations for services performed by them for the said corporations within the six (6) years preceding the date of this notice and have expressly authorized the undersigned, as their attorney, to make this demand on their behalf.

Dated: January 18, 2018

EXHIBIT III

02033 FOX BUS INC 02033 FOX BUS INC A-15
 巴士票 Bus Ticket 雙程 R.T. Ticket \$35 票 Bus Ticket 雙程 R.T. Ticket \$35
 www.GoToBus.com www.GoToBus.com

奧本尼 上車 Albany → New York **紐約 上車 New York → Albany**

奧本尼停車處 Albany Bus Stop 紐約停車處 New York Bus Stop
 BUS OFFICE ASIAN MARKET 家家樂超市 CHINATOWN NEW YORK MIDTOWN NEW YORK
 128 Central Avenue 1245 Central Avenue 133 East Broadway 34 West 31st Street
 Albany, NY 12206 Albany, NY 12206 (Pike & Allen Street) (31st Street & Broadway)
 Tel: (518) 365-7005 • (518) 465-0978 Tel: 212-513-7898 / 7889 Tel: (917) 603-0088
 (917) 807-7993 212-290-8688 / 8689

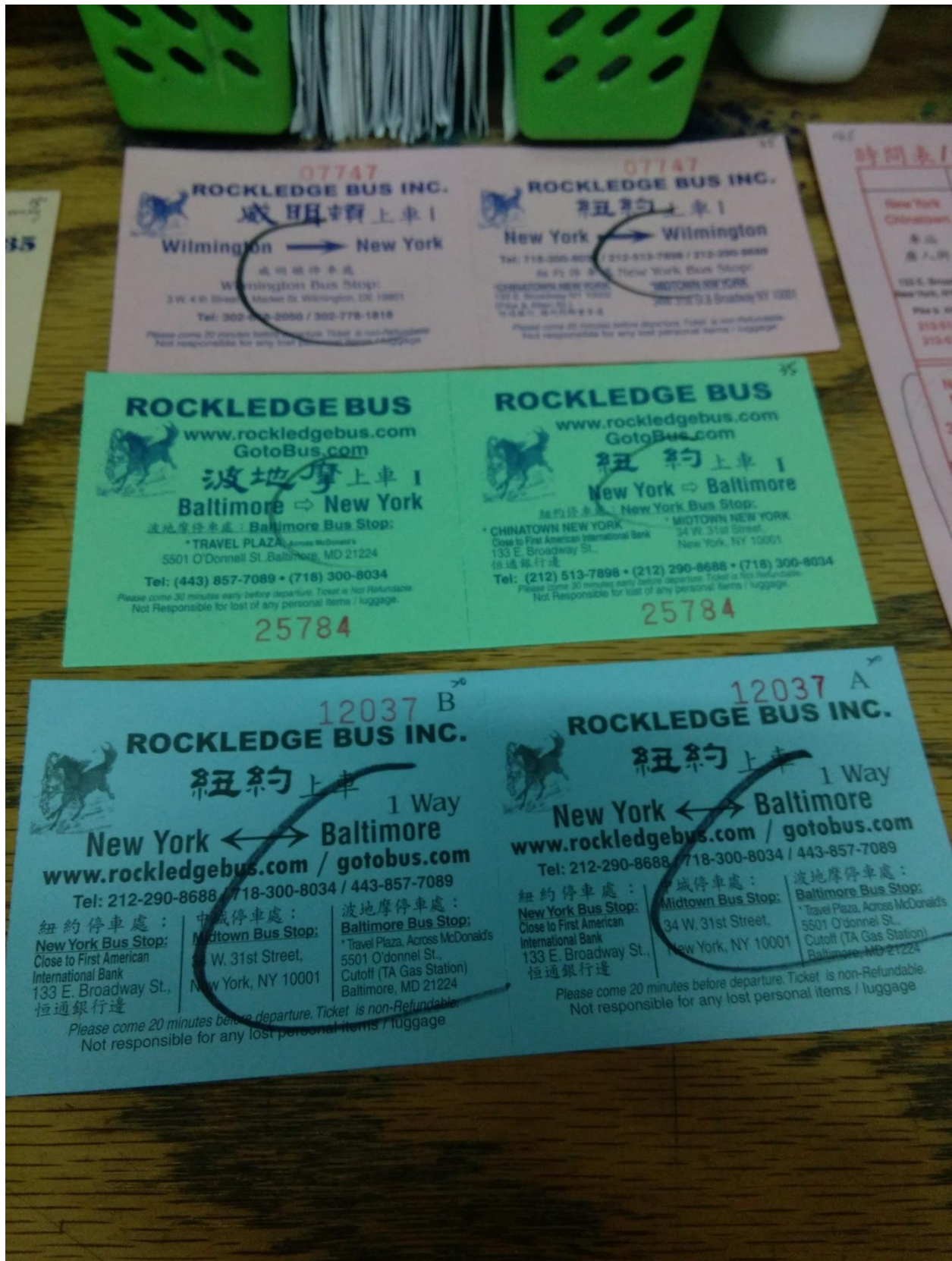
Please come 30 minutes early before departure and reserve your seat. Ticket is Not Refundable. Not responsible for lost of any personal items / luggage.

00936 HG BUS LTD 00936 HG BUS LTD
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奧本尼停車處 Albany Bus Stop 紐約停車處 New York Bus Stop
 • 128 Central Ave Albany, NY12206 • 133 East Broadway (Pike & Allen St.)
 • 1245 Central Ave Albany, NY12205 • 34 West 31st Street, (31st St. & Broadway)
 Tel: (518) 365-7005 Tel: (212) 513-7898 / 7889
 (518) 465-0978 (212) 290-8688 / 8689
 (917) 807-7993

Please come 30 minutes early before departure and reserve your seat. Ticket is Not Refundable. Not responsible for lost of any personal items / luggage.



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ROCKLEDGE BUS INC.
 威明頓上車!
 Wilmington → New York
 威明頓停車處
 Wilmington Bus Stop:
 2 W 4th Street, Market St. Wilmington, DE 19801
 Tel: 302-442-2050 / 302-778-1818
 Please come 20 minutes before departure. Ticket is non-Refundable.
 Not responsible for any lost personal items / luggage

07747
ROCKLEDGE BUS INC.
 紐約上車!
 New York → Wilmington
 Tel: 718-300-8034 / 212-290-8688 / 212-290-8034
 紐約停車處: New York Bus Stop:
 CHINATOWN NEW YORK * MIDTOWN NEW YORK
 Close to First American International Bank 34 W. 31st Street
 133 E. Broadway St. New York, NY 10001
 恒通銀行邊
 Please come 20 minutes before departure. Ticket is non-Refundable.
 Not responsible for any lost personal items / luggage

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 www.rockledgebus.com
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 波地摩上車!
 Baltimore ⇄ New York
 波地摩停車處: Baltimore Bus Stop:
 * TRAVEL PLAZA, Across McDonald's
 5501 O'Donnell St. Baltimore, MD 21224
 Tel: (443) 857-7089 • (718) 300-8034
 Please come 20 minutes early before departure. Ticket is Non-Refundable.
 Not Responsible for lost of any personal items / luggage.
 25784

ROCKLEDGE BUS
 www.rockledgebus.com
 GotoBus.com
 紐約上車!
 New York ⇄ Baltimore
 紐約停車處: New York Bus Stop:
 * CHINATOWN NEW YORK * MIDTOWN NEW YORK
 Close to First American International Bank 34 W. 31st Street
 133 E. Broadway St. New York, NY 10001
 恒通銀行邊
 Tel: (212) 513-7898 • (212) 290-8688 • (718) 300-8034
 Please come 20 minutes early before departure. Ticket is Non-Refundable.
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12037 B
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 www.rockledgebus.com / gotobus.com
 Tel: 212-290-8688 / 718-300-8034 / 443-857-7089
 紐約停車處: New York Bus Stop:
 Close to First American International Bank
 133 E. Broadway St., 恒通銀行邊
 中城停車處: Midtown Bus Stop:
 34 W. 31st Street,
 New York, NY 10001
 波地摩停車處: Baltimore Bus Stop:
 * Travel Plaza, Across McDonald's
 5501 O'donnel St.,
 Cutoff (TA Gas Station)
 Baltimore, MD 21224
 Please come 20 minutes before departure. Ticket is non-Refundable.
 Not responsible for any lost personal items / luggage

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ROCKLEDGE BUS INC.
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 New York ↔ Baltimore 1 Way
 www.rockledgebus.com / gotobus.com
 Tel: 212-290-8688 / 718-300-8034 / 443-857-7089
 紐約停車處: New York Bus Stop:
 Close to First American International Bank
 133 E. Broadway St., 恒通銀行邊
 中城停車處: Midtown Bus Stop:
 34 W. 31st Street,
 New York, NY 10001
 波地摩停車處: Baltimore Bus Stop:
 * Travel Plaza, Across McDonald's
 5501 O'donnel St.,
 Cutoff (TA Gas Station)
 Baltimore, MD 21224
 Please come 20 minutes before departure. Ticket is non-Refundable.
 Not responsible for any lost personal items / luggage



27675 A

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New York → Albany

紐約停車處 **New York Bus Stop**

CHINATOWN NEW YORK

MIDTOWN NEW YORK

133 East Broadway
(Pike & Allen Street)

34 West 31st Street
(31st Street & Broadway)

Tel: 212-513-7898 / 7889
212-290-8688 / 8689

Tel: (917) 603-0088

Please come 30 minutes early before departure and reserve your seat.

Ticket is Not Refundable. Not responsible for lost of any personal items / luggage.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Former Bus Ticket Seller Sues Over Unpaid Wage Claims](#)
