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

-----X
VICENTE REYES BARZOLA, *individually and on
behalf of others similarly situated,*

Plaintiff,

-against-

CHAMPION CONFUCIUS LLC (d/b/a CHAMPION
PARKING), KENNY ROSENBLAT and ROBERT
ROSENBLAT

Defendants.
-----X

COMPLAINT

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

ECF Case

Plaintiff Vicente Reyes Barzola, individually and on behalf of others similarly situated (“Plaintiff Reyes”), by and through his attorneys, Michael Faillace & Associates, P.C., and as against each of Defendants Champion Confucius LLC (d/b/a/ Champion Parking) (“Defendant Corporation”), Kenny Rosenblat and Robert Rosenblat (collectively, “Defendants”), alleges upon information and belief as follows:

NATURE OF ACTION

1. Plaintiff Reyes was an employee of Defendants Champion Confucius LLC (d/b/a Champion Parking), Kenny Rosenblat and Robert Rosenblat.
2. Champion Parking is a parking lot owned by Kenny Rosenblat and Robert Rosenblat, located at 268 Division Street, New York, NY 10002.

3. Upon information and belief, Defendants Kenny Rosenblat and Robert Rosenblat, serve or served as owners, managers, principals or agents of Defendant Corporation and through this corporate entity operate or operated the parking lot as a joint or unified enterprise.

4. Plaintiff Reyes was an employee of Defendants.

5. Plaintiff Reyes worked long days as a parking lot attendant at the parking lot located at 268 Division Street, New York, NY 10002.

6. Plaintiff Reyes regularly worked for Defendants in excess of 40 hours per week, without appropriate overtime compensation for any of the hours that he worked over 40 each week.

7. Rather, Defendants failed to maintain accurate records of hours worked and failed to pay Plaintiff Reyes appropriately for any hours worked over 40.

8. Further, Defendants failed to pay Plaintiff Reyes the required “spread of hours” pay for any day in which he had to work over 10 hours a day.

9. Further, throughout Plaintiff Reyes’ employment, defendants’ managers refused to allow Plaintiff Reyes to punch in in the work-time recording system when he arrived to work, so that it did not reflect the actual hours Plaintiff Reyes actually had worked

10. In addition, defendants only paid Plaintiff Reyes for his scheduled hours of work and thus did not compensate him for the time he had actually worked.

11. Defendants’ conduct extended beyond Plaintiff Reyes to all other similarly situated employees.

12. At all times relevant to this complaint, Defendants maintained a policy and practice of requiring Plaintiff Reyes and other employees to work in excess of forty (40) hours

per week without providing the overtime compensation required by federal and state law and regulations.

13. Plaintiff Reyes now brings this action on behalf of himself, for unpaid overtime wages pursuant to the Fair Labor Standards Act of 1938, 29 U.S.C. § 201 *et seq.* (“FLSA”), and for violations of the N.Y. Lab. Law §§ 190 *et seq.* and 650 *et seq.* (the “NYLL”), and the “spread of hours” and overtime wage orders of the New York Commissioner of Labor codified at N.Y. COMP. CODES R. & REGS. Tit. 12, § 142-1.6 (herein the “Spread of Hours Wage Order”), including applicable liquidated damages, interest, attorneys’ fees, and costs.

14. Plaintiff Reyes also seeks to recover back pay and damages for violations of his rights under the Age Discrimination in employment Act (ADEA) (29 U.S. C. 623 (a) (1)), New York State Executive Law, §290 *et seq.* (the “New York Human Rights Law”), and the Administrative Code of the City of New York, §8-107 *et seq.* (the “New York City Human Rights Law”).

JURISDICTION AND VENUE

15. This Court has subject matter jurisdiction pursuant to 29 U.S.C. § 216(b) (FLSA), 28 U.S.C. § 1337 (interstate commerce) and 28 U.S.C. § 1331 (federal question). Supplemental jurisdiction over Plaintiff Reyes’ state law claims is conferred by 28 U.S.C. § 1367(a).

16. Venue is proper in this District under 28 U.S.C. § 391(b) and (c) because all or a substantial part of the events or omissions giving rise to the claims occurred in this district, Defendants operate their business in this district, and Plaintiff Reyes was employed by Defendants in this district.

PARTIES

Plaintiff

17. Plaintiff Vicente Reyes Barzola (“Plaintiff Reyes” or “Mr. Reyes”) is an adult individual residing in Bronx County, New York.

18. Plaintiff Reyes was employed by Defendants from approximately November 2004 until on or about March 10, 2016.

19. At all relevant times to this complaint, Plaintiff Reyes was employed by Defendants as a parking lot attendant at Champion Parking, located at 268 Division Street, New York, New York, NY 10002.

Defendants

20. Defendants own, operate and/or control a Parking lot located at 268 Division Street, New York, New York NY 10002 under the name of Champion Parking, at all times relevant to this complaint.

21. Upon information and belief, Defendant Champion Confucius LLC (“Defendant Corporation”) is a corporation organized and existing under the laws of the State of New York. Upon information and belief, it maintains its principle place of business at 268 Division Street, New York, New York, 10002, and its headquarters office at 655 3rd Avenue, 14th floor, New York, New York 10017.

22. Defendant Kenny Rosenblat is an individual engaging (or who was engaged) in business within this judicial district during the relevant time period.

23. Defendant Kenny Rosenblat is sued individually in his capacity as an owner, officer, and/or agent of Defendant Corporation.

24. Defendant Kenny Rosenblat possesses or possessed operational control over Defendant Corporation, an ownership interest in Defendant Corporation, or controlled significant functions of Defendant Corporation.

25. Defendant Kenny Rosenblat determined the wages and compensation of employees, including Plaintiff Reyes, established the schedules of employees, maintained employee records, and had the authority to hire and fire employees.

26. Defendant Robert Rosenblat is an individual engaging (or who was engaged) in business within this judicial district during the relevant time period.

27. Defendant Robert Rosenblat is sued individually in his capacity as an owner, officer, and/or agent of Defendant Corporation.

28. Defendant Robert Rosenblat possesses or possessed operational control over Defendant Corporation, an ownership interest in Defendant Corporation, or controlled significant functions of Defendant Corporation.

29. Defendant Robert Rosenblat determined the wages and compensation of employees, including Plaintiff Reyes, established the schedules of employees, maintained employee records, and had the authority to hire and fire employees.

Defendants Constitute Joint Employers

30. Defendants operate a parking lot located at 268 Division Street, New York, NY, 10002.

31. Individual Defendants Kenny Rosenblat and Robert Rosenblat possess operational control over Defendant Corporation, possess an ownership interest in Defendant Corporation, and control significant functions of Defendant Corporation.

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

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

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

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

36. Upon information and belief, Individual Defendants Kenny Rosenblat and Robert Rosenblat operate Defendant Corporation as either an alter ego of themselves, and/or fail to operate Defendant Corporation as an entity legally separate and apart from their own self, by, among other things:

- (a) failing to adhere to the corporate formalities necessary to operate Defendant Corporation as a separate and legally distinct entity;
- (b) defectively forming or maintaining Defendant Corporation, by among other things failing to hold annual meetings or maintaining appropriate corporate records;
- (c) transferring assets and debts freely as between all Defendants;

- (d) operating Defendant Corporation for their own benefit as the sole or majority shareholders;
- (e) operating Defendant Corporation for their own benefit and maintaining control over it as a closed corporation or closely controlled entity;
- (f) intermingling assets and debts of their own with Defendant Corporation;
- (g) diminishing and/or transferring assets of Defendant Corporation to protect their own interests; and
- (h) other actions evincing a failure to adhere to the corporate form.

37. At all relevant times, Defendants were Plaintiff Reyes' employers within the meaning of the FLSA and NYLL.

38. Defendants had the power to hire and fire Plaintiff Reyes, control the terms and conditions of employment, and determine the rate and method of any compensation in exchange for Plaintiff Reyes's services.

39. In each year from 2010 to 2016, Defendants, both individually and jointly, had gross annual volume of sales of not less than \$500,000 (exclusive of excise taxes at the retail level that are separately stated).

40. In addition, upon information and belief, Defendants and/or their enterprise were directly engaged in interstate commerce. For example, numerous items that were used to clean the parking lot on a daily basis were produced outside of the State of New York.

Individual Plaintiff

41. Plaintiff Reyes is a former employee of Defendants, who was employed as a parking lot attendant.

Plaintiff Vicente Reyes Barzola

42. Plaintiff Reyes was employed by Defendants from approximately November 2004 until on or about March 10, 2016.

43. At all relevant times, Plaintiff Reyes was employed by Defendants to work as a parking lot attendant.

44. Plaintiff Reyes regularly handled goods in interstate commerce, such as car keys and supplies necessary to perform his duties as a parking lot attendant.

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

46. Throughout his employment with Defendants, Plaintiff Reyes regularly worked in excess of 40 hours per week.

47. From approximately October 2010 until on or about April 2014, Plaintiff Reyes worked from approximately 10:30 p.m. until on or about 8:00 or 9:00 a.m. six days a week (typically 57 to 63 hours per week).

48. From approximately April 2014 until on or about March 10, 2016, Plaintiff Reyes worked from approximately 9:30 p.m. until on or about 9:00 a.m. six days a week (typically 69 hours per week).

49. Throughout his employment, defendants paid Plaintiff Reyes his wages by check.

50. From approximately October 2010 until on or about July 2011, defendants paid Plaintiff Reyes \$7.75 per hour.

51. From approximately July 2011 until on or about April 2012, defendants paid Plaintiff Reyes \$8.25 per hour.

52. From approximately April 2014 until on or about December 2014, defendants paid Plaintiff Reyes \$8.50 per hour.

53. From approximately December 2014 until on or about March 2016, defendants paid Plaintiff Reyes \$9.25 per hour.

54. Plaintiff Reyes' pay did not vary even when he was required to stay later or work a longer day than his usual schedule.

55. In fact, Plaintiff Reyes started working 30 minutes prior to his scheduled start time every day, and defendants did not pay him for the extra time worked.

56. Defendants never granted Mr. Reyes with break periods of any kind.

57. Plaintiff Reyes was never notified by Defendants that his tips were being included as an offset for wages.

58. Defendants did not account for these tips in any daily or weekly accounting of Plaintiff Reyes wages.

59. Although Plaintiff Reyes was required to keep track of his time, Defendant's managers refused to permit Plaintiff Reyes to punch-in when he started working 30 minutes prior to his scheduled start time, so that it would not reflect the actual hours worked by Plaintiff Reyes.

60. Defendants did not provide Plaintiff Reyes with any document or other statement accounting for his actual hours worked, or setting forth the rate of pay for all of his hours worked.

61. No notification, either in the form of posted notices, or other means, was ever given to Plaintiff Reyes regarding wages as required under the FLSA and NYLL.

62. Defendants did not provide Plaintiff Reyes with each payment of wages an accurate statement of wages, as required by NYLL 195(3).

63. Defendants did not give any notice to Plaintiff Reyes, in English and in Spanish (Plaintiff Reyes' primary language), of his rate of pay, employer's regular pay day, and such other information as required by NYLL §195(1).

64. Defendants required Plaintiff Reyes to purchase "tools of the trade" with his own funds—including required pants and shoes. Plaintiff Reyes also laundered his uniform at his own cost. Defendants willfully failed to pay for these expenses.

65. Defendants willfully refused to pay Plaintiff Reyes for four weeks, or 160 hours, of vested vacation time earned.

AGE DISCRIMINATION & RETALIATION

66. Plaintiff Reyes is sixty-four years old.

67. Plaintiff Reyes is a loyal and dedicated employee with approximately 11 years of tenure at the Defendants' business.

68. However, Defendants subjected Plaintiff Reyes to repeated forms of age discrimination.

69. For example, Defendants repeatedly granted promotions, better hours, and better salaries to younger employees, who actually had less seniority in Champion Parking than Plaintiff Reyes.

70. Plaintiff Reyes first complained to Defendant Rosenblatt regarding this unequal treatment approximately in March or April 2014.

71. Plaintiff Reyes also made two formal complaints in February 2016 regarding two separate incidents in which younger, less senior employees were granted promotions and better hours than him.

72. Defendants verbally informed Plaintiff Reyes that he was considered too old to work the preferred day shift.

73. When Plaintiff Reyes complained of the unfair treatment, Defendants began to require Plaintiff Reyes to perform burdensome tasks which were outside of his job description, and which younger employees were not required to perform, such as sweeping the entire garage, or shoveling snow by himself.

74. Defendants also began to issue arbitrary and false warnings, which Plaintiff Reyes was unable to challenge.

75. Plaintiff Reyes received warnings for actions which other, younger employees also performed but were never disciplined for.

76. Plaintiff Reyes even received a disciplinary warning for an incident in which no employee admitted responsibility, and in which Defendants did not know which employee was actually responsible.

77. These repeated arbitrary, discriminatory, and retaliatory warnings resulted in Plaintiff Reyes' termination.

78. Defendants' constant abusive mistreatment of Plaintiff Reyes has caused him serious mental and emotional distress.

Defendants' General Employment Practices

79. Defendants regularly required Plaintiff Reyes to work in excess of forty (40) hours per week without paying him spread of hours pay and overtime wages.

80. At all times relevant to this complaint, Defendants maintained a policy and practice of requiring Plaintiff Reyes and all similarly situated employees to work in excess of forty (40) hours per week without paying them appropriate spread of hours pay and overtime compensation, as required by federal and state laws.

81. Defendants' pay practices resulted in Plaintiff Reyes not receiving payment for all his hours worked, resulting in Plaintiff Reyes' effective rate of pay falling below the required overtime wage rate.

82. Plaintiff Reyes' has been a victim of Defendants' common policy and practices violating his rights under the FLSA and New York Labor Law by *inter alia*, not paying him the wages he was owed for the hours he had worked.

83. As part of their regular business practice, Defendants intentionally, willfully, and repeatedly harmed Plaintiff Reyes by engaging in a pattern, practice, and/or policy of violating the FLSA and the NYLL.

84. Although Defendants allegedly followed the recordkeeping requirements of the Fair Labor Standards Act and New York Labor Law, they always reduced Plaintiff Reyes' hours worked to avoid paying him for the actual hours he worked.

85. Defendants also failed to post required wage and hour posters in the parking lot, and did not provide Plaintiff Reyes with statutorily required wage and hour records or statements of his pay received, in part so as to hide Defendants' violations of the wage and hour laws, and to take advantage of Plaintiff Reyes' relative lack of sophistication in wage and hour laws.

86. Upon information and belief, these practices by Defendants were done willfully to disguise the actual number of hours Plaintiff Reyes (and similarly situated individuals) worked, and to avoid paying Plaintiff Reyes properly for (1) his full hours worked, (2) for overtime due.

87. Defendants failed to post at the workplace, or otherwise provide to employees, the required postings or notices to employees regarding the applicable wage and hour requirements of the FLSA and NYLL. Defendants failed to provide Plaintiff Reyes and other employees with wage statements at the time of payment of wages, containing: the dates of work covered by that payment of wages; name of employee; name of employer; address and phone number of employer; rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or other; gross wages; deductions; allowances, if any, claimed as part of the minimum wage; net wages; the regular hourly rate or rates of pay; the overtime rate or rates of pay; the number of regular hours worked, and the number of overtime hours worked, as required by NYLL §195(3).

88. Defendants failed to provide Plaintiff Reyes and other employees, at the time of hiring and on or before February 1 of each subsequent year, a statement in English and the employees' primary language, containing: the rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or other; allowances, if any, claimed as part of the minimum wage, including tip, meal, or lodging allowances; the regular pay day designated by the employer; the name of the employer; any "doing business as "names used by the employer; the physical address of the employer's main office or principal place of business, and a mailing address if different; and the telephone number of the employer, as required by New York Labor Law §195(1).

89. Defendants engaged in willful age discrimination against Plaintiff Reyes by inter alia, giving his preferred hours of work to much younger employees and constantly insulting and harassing him because of his age.

90. Defendants engaged in willful retaliation against Plaintiff Reyes by inter alia, assigning him burdensome tasks, issuing baseless warnings and terminating him in response to his formal complaints about the age discrimination.

FIRST CAUSE OF ACTION
(VIOLATION OF THE OVERTIME PROVISIONS OF THE FLSA)

91. Plaintiff Reyes repeats and re-alleges all paragraphs above as though fully set forth herein.

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

93. Defendants' failure to pay Plaintiff Reyes overtime compensation was willful within the meaning of 29 U.S.C. § 255(a).

94. Plaintiff Reyes was damaged in an amount to be determined at trial.

SECOND CAUSE OF ACTION
**(VIOLATION OF THE OVERTIME PROVISIONS OF
THE NEW YORK STATE LABOR LAWS)**

95. Plaintiff Reyes repeats and re-alleges all paragraphs above as though fully set forth herein.

96. Defendants, in violation of the NYLL and associated rules and regulations, failed to pay Plaintiff Reyes overtime compensation at rates of one and one-half times the regular rate

of pay for each hour worked in excess of forty hours in a workweek, in violation of N.Y. Lab. Law § 190 *et seq.* and supporting regulations of the New York State Department of Labor.

97. Defendants' failure to pay Plaintiff Reyes overtime compensation was willful within the meaning of N.Y. Lab. Law § 663.

98. Plaintiff Reyes was damaged in an amount to be determined at trial.

THIRD CAUSE OF ACTION
(VIOLATION OF THE SPREAD OF HOURS WAGE ORDER
OF THE NEW YORK COMMISSIONER OF LABOR)

99. Plaintiff Reyes repeats and re-alleges all paragraphs above as though fully set forth herein.

100. Defendants failed to pay Plaintiff Reyes one additional hour's pay at the basic minimum wage rate before allowances for each day Plaintiff Reyes' spread of hours exceeded ten hours in violation of New York Lab. Law §§ 190 *et seq.*, and 650 *et seq.*, and the wage order of the New York Commissioner of Labor codified at N.Y. COMP. CODES R. & REGS. Tit. 12, § 137-1.6 and 137-3.11.

101. Defendants' failure to pay Plaintiff Reyes an additional hour's pay for each day Plaintiff Reyes' spread of hours exceeded ten hours was willful within the meaning of New York Lab. Law § 663.

102. Plaintiff Reyes was damaged in an amount to be determined at trial.

FOURTH CAUSE OF ACTION
(VIOLATION OF THE NOTICE AND RECORDKEEPING
REQUIREMENTS OF THE NEW YORK LABOR LAW)

103. Plaintiff Reyes repeats and re-alleges all paragraphs above as though fully set forth herein.

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

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

FIFTH CAUSE OF ACTION
(VIOLATION OF THE WAGE STATEMENT PROVISIONS
OF THE NEW YORK LABOR LAW)

106. Plaintiff Reyes repeats and re-alleges all paragraphs above as though set forth fully herein.

107. Defendants did not provide Plaintiff Reyes with wage statements upon each payment of wages, as required by NYLL 195(3).

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

SIXTH CAUSE OF ACTION
(RECOVERY OF EQUIPMENT COSTS)

109. Plaintiff Reyes repeats and realleges all paragraphs above as though set forth fully herein.

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

111. Plaintiff Reyes was damaged in an amount to be determined at trial.

SEVENTH CAUSE OF ACTION
(BREACH OF CONTRACT)

112. Plaintiff Reyes repeats and realleges all paragraphs above as though set forth fully herein.

113. Defendants agreed to pay compensation to Plaintiff Reyes in the form of vacation pay and a bonus in exchange for his services.

114. Defendants intentionally refused to pay Plaintiff Reyes this promised compensation.

115. This conduct constitutes a breach by Defendants of their contract with Plaintiff Reyes.

116. As a direct and proximate result, Plaintiff Reyes has been damaged and is entitled to recover from Defendants an amount to be determined at trial.

EIGHTH CAUSE OF ACTION
(VIOLATION OF THE AGE DISCRIMINATION IN EMPLOYMENT ACT
(ADEA))

117. Plaintiff Reyes repeats and re-alleges all paragraphs above as though set forth fully herein.

118. Defendants are an employer within the meaning of the Age discrimination in Employment Act.

119. Defendants wrongfully discriminated against Plaintiff Reyes because of his age, contrary to the Age discrimination In Employment Act (ADEA) 29 U.S.C. § 623(a) (1).

120. In discriminating against Plaintiff Reyes because of his age, Defendants and their agents and employees knew and acted in deliberate disregard of Plaintiff Reyes' lawful civil rights.

121. Plaintiff Reyes has been damaged in an amount to be determined at trial.

NINTH CAUSE OF ACTION
(VIOLATION OF THE NEW YORK STATE HUMAN RIGHTS LAW)

122. Plaintiff Reyes repeats and realleges all paragraphs above as though fully set forth herein.

123. Defendants are an employer within the meaning of the New York State Human Rights Law.

124. Defendants wrongfully discriminated against Plaintiff Reyes because of his age, contrary to the New York Human Rights Law, N.Y. Exec. L. § 296.

125. In discriminating against Plaintiff Reyes because of his age, Defendants and their agents and employees knew and acted in deliberate disregard of Plaintiff Reyes' lawful civil rights.

126. Plaintiff Reyes has been damaged in an amount to be determined at trial.

TENTH CAUSE OF ACTION
(VIOLATION OF THE NEW YORK CITY HUMAN RIGHTS LAW)

127. Plaintiff Reyes repeats and realleges all paragraphs above as though fully set forth herein.

128. Defendants are an employer within the meaning of the New York City Human Rights Law.

129. Defendants wrongfully discriminated against Plaintiff Reyes because of his age, contrary to the New York City Human Rights Law, N.Y.C.A.C. § 8-107.

130. In discriminating against Plaintiff Reyes because of his age, Defendants and their agents and employees knew and acted in deliberate disregard of Plaintiff Reyes' lawful civil

rights.

131. Plaintiff Reyes has been damaged in an amount to be determined at trial.

ELEVENTH CAUSE OF ACTION
**(RETALIATION IN VIOLATION OF THE AGE DISCRIMINATION IN
EMPLOYMENT ACT)**

132. Plaintiff Reyes repeats and realleges all paragraphs above as though fully set forth herein.

133. The ADEA prohibits employers from discriminating, or taking other adverse action against an employee because he or she has made a complaint regarding their rights.

134. Defendants violated the ADEA by retaliating against Plaintiff Reyes for having opposed age discrimination through his internal complaints, in violation of 29 U.S.C.S. § 623(d).

135. Plaintiff Reyes has been damaged in an amount to be determined at trial.

TWELTH CAUSE OF ACTION
**(RETALIATION IN VIOLATION OF THE NEW YORK STATE HUMAN
RIGHTS LAW)**

136. Plaintiff Reyes repeats and realleges all paragraphs above as though fully set forth herein.

137. New York State Human Rights Law prohibits employers from discriminating, or taking other adverse action against an employee because he or she has made a complaint regarding their rights.

138. Defendants violated New York State Human Rights Law by retaliating against Plaintiff Reyes for having opposed age discrimination through his internal complaints, in violation of N.Y. Exec. Law § 296(1) (e).

139. Plaintiff Reyes has been damaged in an amount to be determined at trial.

THIRTEENTH CAUSE OF ACTION
(RETALIATION IN VIOLATION OF THE NEW YORK CITY HUMAN RIGHTS
LAW)

140. Plaintiff Reyes repeats and realleges all paragraphs above as though fully set forth herein.

141. New York State Human Rights Law prohibits employers from discriminating, or taking other adverse action against an employee because he or she has made a complaint regarding their rights.

142. Defendants violated New York State Human Rights Law by retaliating against Plaintiff Reyes for having opposed age discrimination through his internal complaints, in violation of NYC Administrative Code §8-107(7).

143. Plaintiff Reyes has been damaged in an amount to be determined at trial.

PRAYER FOR RELIEF

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

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

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

(c) Declaring that Defendants' violation of the provisions of the FLSA were willful as to Plaintiff Reyes and the FLSA class members;

(d) Awarding Plaintiff Reyes damages for the amount of unpaid overtime wages, and damages for any improper deductions or credits taken against wages under the FLSA as applicable;

(e) Awarding Plaintiff Reyes liquidated damages in an amount equal to 100% of their damages for the amount of unpaid overtime wages, and damages for any improper deductions or credits taken against wages under the FLSA as applicable pursuant to 29 U.S.C. § 216(b);

(f) Declaring that Defendants violated the overtime wage provisions of, and rules and orders promulgated under, the NYLL as to Plaintiff Reyes and the members of the FLSA Class;

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

(h) Declaring that Defendants' violations of the New York Labor Law were willful as to Plaintiff Reyes and the FLSA Class members;

(i) Awarding Plaintiff Reyes damages for the amount of unpaid spread of hours pay and overtime wages, damages for any improper deductions or credits taken against wages, under the NYLL as applicable;

(j) Awarding Plaintiff Reyes liquidated damages in an amount equal to one hundred percent (100%) of the total amount of spread of hours pay and overtime compensation shown to be owed pursuant to NYLL § 663 as applicable;

(k) Awarding Plaintiff Reyes pre-judgment and post-judgment interest as applicable;

(l) Awarding Plaintiff Reyes the expenses incurred in this action, including costs and attorney's fees;

(m) Providing that if any amounts remain unpaid upon the expiration of ninety days

following issuance of judgment, or ninety days after expiration of the time to appeal and no appeal is then pending, whichever is later, the total amount of judgment shall automatically increase by fifteen percent, as required by NYLL § 198(4);

(n) Awarding Plaintiff Reyes backpay, compensatory damages and all other appropriate relief under the ADEA and the NYHRL,

(o) Awarding Plaintiff Reyes compensatory damages, punitive damages, attorneys' fees, and all other appropriate relief under the NYCHRL , and

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

JURY DEMAND

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

Dated: New York, New York
November 4, 2016

MICHAEL FAILLACE & ASSOCIATES, P.C.

/s/ Michael Faillace

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Faillace@employmentcompliance.com

September 29, 2016

BY HAND

TO: Clerk of Court,

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

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

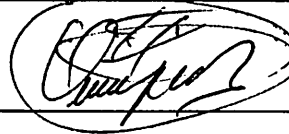
Name / Nombre:

Vicente Pastor Reyes Barzola

Legal Representative / Abogado:

Michael Faillace & Associates, P.C.

Signature / Firma:



Date / Fecha:

29 de septiembre de 2016

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Parking Lot Attendant Files Unpaid Overtime, Age Discrimination Lawsuit](#)
